Routing Code: 5V

APPLICATION FOR SERVICE

Customer Name:	CITY OF BRYAN	Main Billing Tel. No:	979-821-5700]
Address:	PO Box 1000 Bryan, TX 77805	VSA No. (if applicable)	N/A]
		Amendment No. (if applicable)	N/A

Customer applies for and agrees to purchase from GTE Southwest Incorporated d/b/a Verizon Southwest ("Verizon") the services identified below and as further described in Verizon's applicable tariffs (the "Services"), for a minimum period of Twelve (_12_) consecutive months following execution of this Application and commencement of Services hereunder (the "Service Period"). The Services will be provided subject to the terms and conditions of Verizon's applicable tariffs in effect during the Service Period (the "Tariffs"), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

Quantity	Service Provided pursuant to (*check one*): ☒ StateTariff ☐ FCC Tariff	Monthly Unit Rate	Non-recurring Charges / Unit
82	Business line (Exchange Group 3)]	27.50	
1	PBX Trunk (Exchange Group 3)	39.00	
Note: Any mileage quantities listed in the table above shall be deemed initial estimates, and billing will be based on actual mileage.			

The Services will be provided at the following Customer locations:

BTN: (979) 821-5700 300 S. TEXAS AVE BRYAN TX 77803, BTN: (979) 260-0788 300 S. TEXAS AVE BRYAN TX 77803, BTN: (979) 268-6749 300 PARK RD COLLEGE STA TX 77840, BTN: (979) 361-0736 1200 RIDGEDALE ST BRYAN TX 77803 , BTN: (979) 361-0863 300 S. TEXAS AVE BRYAN TX 77803, BTN: (979) 361-3330 801 E. 29TH ST BRYAN TX 77803, BTN: (979) 361-9965 111 S. MAIN ST BRYAN TX 77803, BTN: (979) 595-1186 3635 WELLBORN RD STA LIFT BRYAN TX 77801, BTN: (979) 690-2320 9304 ROCK PRAIRIE RD COLLEGE STA TX 77845, BTN: (979) 693-0594 1450 HARVEY RD COLLEGE STA TX 77840, BTN: (979) 731-1608 3822 COPPERFIELD DR BRYAN TX 77802, BTN: (979) 731-1637 3820 COPPERFIELD DR BRYAN TX 77802, BTN: (979) 731-1638 3818 COPPERFIELD DR BRYAN TX 77802, BTN: (979) 731-1708 3819 COPPERFIELD DR BRYAN TX 77802, BTN: (979) 731-1709 3821 COPPERFIELD DR BRYAN TX 77802, BTN: (979) 774-2840 5007 WINCHESTER DR BRYAN TX 77802, BTN: (979) 774-

3490 1313 BRIARCREST DR STE A BRYAN TX 77802, BTN: (979) 774-4129 740 N. EARL RUDDER FWY BRYAN TX 77802, BTN: (979) 774-5496 3100 OAK RIDGE DR BRYAN TX 77802, BTN: (979) 774-7950 8760 STEEP HOLLOW RD BRYAN TX 77808, BTN: (979) 774-9726 4890 BOONVILLE RD BRYAN TX 77802, BTN: (979) 775-1638 2028 QUALITY PARK LN BRYAN TX 77803, BTN: (979) 775-2184 6189 FOSTER RD BRYAN TX 77807, BTN: (979) 775-5263 2028 QUALITY PARK LN BRYAN TX 77803, BTN: (979) 775-6089 303 E. 29TH ST BRYAN TX 77803, BTN: (979) 775-7487 205 E 28TH BRYAN TX , BTN: (979) 775-9816 1200 VERDE DR BRYAN, TX 77801, BTN: (979) 776-1689 3041 UNIVERSITY DR E BRYAN TX 77802, BTN: (979) 776-9380 2305 LORITO CIR BRYAN TX 77807, BTN: (979) 778-0479 6120 E. STATE HIGHWAY 21 LOT H BRYAN TX 77808, BTN: (979) 778-0521, 5440 N. TEXAS AVE BRYAN, TX 77803 , BTN: (979) 778-1052 6120 E. STATE HIGHWAY 21 BRYAN TX 77808, BTN: (979) 778-1150 8181 MUMFORD RD BRYAN TX 77807, BTN: (979) 778-2697 2305 LORITO CIR BRYAN TX 77807, BTN: (979) 779-2917 1603 LUZA ST BRYAN TX 77802, BTN: (979) 779-6155 206 E. 26TH ST BRYAN TX 77803, BTN: (979) 779-8249 205 E 28TH ST. BRYAN, TX 77805, BTN: (979) 821-9228205 E. 28TH ST BRYAN TX 77803, BTN: (979) 822-1624 303 E. 29TH ST BRYAN TX 77803, BTN: (979) 822-21021597 WOODBINE CT BRYAN TX, 77802, BTN: (979) 822-2173 1397 N.HARVEY MTCHLL PKWY BRYAN TX, 77803, BTN: (979) 822-5259 399 E.VILLA MARIA RD BRYAN TX, 77801, BTN: (979) 822-5863 300 S. TEXAS AVE BRYAN TX 77803, BTN: (979) 822-6858 800 YEGUA ST BRYAN, TX 77801, BTN: (979) 822-6891 2052 W. VILLA MARIA RD BRYAN TX 77807, BTN: (979) 823-4078 205 E. 28TH ST BRYAN TX 77803, BTN: (979) 823-5463 600 N. RANDOLPH AVE BRYAN TX 77803, BTN: (979) 823-7646 201 E. 26TH ST BRYAN TX 77803 , BTN: (979) 823-8654 1111 WACO ST BRYAN TX 77803

The provision of any additional locations and/or quantities of Services will be subject to Verizon's applicable Tariffs. Additional charges may also be required if suitable facilities are not available to provide the Service at any locations. Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersedure or other regulatory requirements, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. In order to better serve Customer and offer additional products and services, Verizon, Verizon Wireless and their affiliates ("Verizon Companies") may need to use and share Customer's CPNI and Confidential Information. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from the Verizon Companies, as well as related local and toll billing information, made available to the Verizon Companies solely by virtue of Customer's relationship with the Verizon Companies. With Customer consent, the Verizon Companies may share Customer CPNI and other Confidential Information among the Verizon Companies and with agents, contractors and partners, so that all may use this information to offer Customer the full range of products and services offered by them (see www.verizon.com and www.verizonwireless.com for a description of Verizon Companies and services). By signing this Agreement, Customer consents to the Verizon Companies using and disclosing Customer CPNI and Confidential Information as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at cpni-notices@verizonwireless.com and cpni-notices@verizon.com of Customer's decision to withhold Customer's consent. This is the only method of withdrawing consent for the Verizon Companies' use and

sharing of Customer's CPNI, as defined above. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon in writing, and in either case, will not affect Verizon's provision of service to Customer.

This Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Customer represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

In the event any of the Services are hereafter detariffed, the terms of the Tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference in this Application and shall create a binding agreement with Customer for the Services. This agreement shall apply to the provision of the Services to the same extent as such Tariffs applied hereunder prior to such detariffing and shall remain in effect until the Services are terminated or until replaced by another agreement.

Agreed and accepted:

CITY OF BRYAN Customer		Verizon Business Network Services Inc. on behalf of GTE Southwest Incorporated d/b/a Verizon Southwest	
By		By	Anthony Recine
Name/title		Name/title	Anthony Recine, Vice President
Date		Date	8/31/2015

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Verizon Business Network Services, Inc. (Vendor)

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TEX-AN NG
Communications Technology Services Agreement

This TEX-AN NG Communications Technology Services Agreement is entered into by and between the State of Texas, acting by and through the Texas Department of Information Resources ("DIR"), with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Verizon Business Network Services, Inc. ("Vendor"), with a principal place of business at 3815 Capital of Texas Highway, Austin, Texas 78704 .

Preamble.

WHEREAS, in accordance with the laws of the State, DIR issued the Request for Offers for TEX-AN Next Generation (TEX-AN NG) on the Texas Comptroller of Public Accounts' Electronic State Business Daily Website, RFO number DIR–TEX-AN NG–001 (the RFO);

WHEREAS, in response to the RFO, Vendor submitted Vendor's Response, dated September 27, 2010, as revised, amended and supplemented thereafter (the "Response");

WHEREAS, based on the Response, DIR and Vendor have engaged in extensive negotiations, discussions and due diligence that have culminated in the formation of the contractual relationship described in this TEX-AN NG Communications Technology Services Agreement (hereinafter CTSA or Contract); and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DIR and Vendor (collectively, the "Parties" and each, a "Party") hereby agree as follows:

Article 1. Introduction.

Section 1.1 Provision, Performance and Management by Vendor.

DIR desires that certain Communications Technology Services procured in accordance with state law (pursuant to Chapter 2170, Texas Government Code) be provided, performed and managed by Vendor as and to the extent described in this CTSA. Vendor has carefully reviewed DIR's requirements, has performed all due diligence it deems necessary, and desires to deploy, perform and manage such communications technology Services for DIR, the Customers, Authorized End Users and, as required, other TEX-AN NG Vendors and TEX-AN 2000 Providers .

Section 1.2 Vendor's Experience and Qualifications.

The Vendor represents and warrants that it is an established provider of communications technology Services as awarded under this CTSA and has the skills, qualifications, expertise, financial resources and experience necessary to provide the communications technology Services, plans, reports and other deliverables described in this CTSA.

Section 1.3 Definitions.

Except as otherwise expressly provided in this CTSA, all capitalized terms (including derivatives of such terms) used in this CTSA shall have the meanings ascribed to them in *Exhibit A Definitions*; provided however, that any such defined terms, if not capitalized herein, shall have the same meaning as the defined term unless the context or industry usage require a different meaning. Words having well-known technical or trade meanings shall be accorded such meaning, unless expressly defined otherwise herein. Uncapitalized terms or phrases are to be given their usual meaning.

Article 2. Contract Documents.

Section 2.1 Definition.

This CTSA includes each of the Exhibits and Attachments attached to this CTSA, which are hereby incorporated into and deemed part of this CTSA, and unless otherwise expressly stated all references to this CTSA shall include the Exhibits and Attachments. A listing of the Exhibits and Attachments is included in the Table of Contents.

Section 2.2 Compliance with Procurement Laws.

This CTSA is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR–TEX-AN NG–001, on August 11, 2010, for TEX-AN Next Generation Communications Technology Services. DIR subsequently issued a Best and Final Offer (BAFO) opportunity dated December 13, 2010. Vendor responded to both opportunities and DIR and Vendor have engaged in extensive negotiations, discussions and due diligence that have culminated in the formation of the contractual relationship described in this CTSA. Upon execution of all CTSAs arising from the RFO, a notice of award for RFO DIR–TEX-AN NG–001 shall be posted by DIR on the Electronic State Business Daily.

Section 2.3 Order of Precedence.

In the event of any conflict or contradiction between or among the TEX-AN NG Communications Technology Services Agreement elements, the documents will control in the following order of precedence:

(a) The CTSA (this document), and all amendments thereto,

(b) *Exhibit A Definitions* to the CTSA, and all amendments thereto,

(c) *Exhibit B Terms and Conditions* to the CTSA, and all amendments thereto,

(d) All other Exhibits to the CTSA, and all amendments thereto,

(e) Attachments to the CTSA, and all amendments thereto,

(f) Appendices to the CTSA, and all amendments thereto;

(g) The Vendor's Initial Response to the RFO, dated September 27, 2010, and incorporated by reference herein.

(h) The RFO Number DIR–TEX-AN NG–001, as amended and clarified by the Vendor questions and the DIR official responses, and incorporated by reference herein.

Article 3. Term.

Section 3.1 Initial Term.

The initial Term of this CTSA shall commence as of 12:00:01 a.m., Central Time on the Effective Date and continue until 11:59:59 p.m., Central Time, on December 22. 2016 _, unless this Contract is terminated earlier as provided herein, in which case the initial Term of this Contract shall end at 11:59:59 p.m., Central Time, on the effective date of such termination.

Section 3.2 Extension(s).

By giving written notice to Vendor no less than 90 days prior to the expiration date of the initial Term or the then-current Renewal Term, DIR, upon mutual agreement of the Parties, shall have the right to extend the Term of the CTSA for up to five years from the expiration of the initial Term, in any combination of months or years as necessary to complete the purpose of this Procurement. Upon mutual agreement, DIR may extend the CTSA more than once up to a total of an additional five year period (each a Renewal Term). The exact period(s) of the extension(s) shall be specified in the DIR notice of extension. The total period of time during which the CTSA is in effect is the Term.

Article 4. Relationship among DIR, Vendor, other TEX-AN NG Vendors, Authorized End Users and Customers.

Section 4.1 DIR as Vendor's Customer.

Pursuant to its authority found in Chapter 2170, Texas Government Code, DIR is the single state agency mandated to procure telecommunications services on behalf of Customers. In all interactions under the CTSA, DIR is in the role of Vendor's Customer, with the exception of Local Services and Small Office/Home Office (SOHO) Internet connectivity Services (hereinafter "direct sales transactions"). Except as noted above, DIR will issue all Purchase Orders to Vendor on behalf of itself and the Customers. Except as noted above, DIR shall act as the Vendor's billing agent for all Services ordered and consumed by the Customers and shall pay net proceeds from such billings to Vendor.

Vendor agrees to process all DIR orders for Services available under the CTSA through the CTSA.

Section 4.2 Direct sales transaction Customers for Vendor.

If Vendor is awarded any of the following Services: Local Services and/or SOHO Internet Connectivity Services under this CTSA (direct sales transactions), then Vendor shall receive Purchase Orders for such Services from the direct sales transaction Customer(s). Vendor shall bill direct sales transaction Customers such Services at the Prices allowed by this Contract that includes the DIR Cost Recovery Fee (CRF). Vendor shall remit the associated CRF to DIR on a monthly basis. Vendor shall also be responsible for sales reports and other administrative duties associated with providing these Services to the direct sales transaction Customers. See *Appendix B, Terms and Conditions, Section 9.15, Reporting of direct sales transactions and payment of CRF.*

Vendor agrees to process all direct sales transaction Customer orders for Services available under the CTSA through the CTSA.

Section 4.3 Customers as Authorized End Users of Vendor's Services.

As specified in Section 2170.004, Texas Government Code, certain Texas governmental and non-governmental entities are authorized to use the telecommunications services for which DIR contracts. For DIR's purposes, these entities are Customers. From the Vendor's perspective, these entities are "Authorized End Users," whether as organizations or persons employed by such organizations. When ordering certain Services from Vendor, the Customer may enter into a certain TEX-AN NG Customer Services Agreement, with DIR and Vendor, which sets forth the terms and conditions for the deployment, acceptance and delivery of such certain Services by Vendor to such Customer. Under each TEX-AN NG Customer Services Agreement, DIR shall be the billing agent on behalf of Vendor to receive payment for the Services from the Customer. DIR shall ensure that Customers commit funds for payment of Services by issuing Purchase Orders to DIR. The minimally acceptable terms and conditions of the TEX-AN NG Customer Services Agreement are attached as *Exhibit H, Attachments H-1 and H-2*.

Section 4.4 Nondiscrimination between and among TEXAN NG Vendors.

An award from the RFO is not exclusive to the Vendor. Vendor acknowledges that DIR intends to award or has awarded multiple contracts for Services out of the RFO. Vendor further acknowledges that some of the Services provided by Vendor hereunder may also be provided by Other TEX-AN NG Vendors. Finally, Vendor acknowledges that Vendor may have a dependency on Other TEX-AN NG Vendors in order to serve a particular Customer. Therefore, Vendor warrants and covenants, for itself and its Subcontractors, it shall not discriminate against another TEX-AN NG Vendor in the deployment and delivery of any Service in any manner to DIR, an Authorized End User and/or any Customer, or otherwise cause any disruption to Services as deployed and delivered to DIR, Authorized End Users and/or Customers by any Other TEX-AN NG Vendor.

Section 4.5 Covenant of cooperation among all.

Vendor shall fully cooperate with all Other TEX-AN NG Vendors in fulfilling the terms of this CTSA and/or TEX-AN NG Customer Services Agreement with DIR and Authorized End Users and/or Customers. DIR shall ensure that all agreements executed with Other TEX-AN NG Vendors pursuant to the Procurement shall obligate such Other TEX-AN NG Vendors to fulfill the requirements that are imposed on Vendor in this Section 4.5. Vendor acknowledges that this covenant is material to DIR and that failure to maintain such cooperation shall constitute a Material Breach.

Section 4.6 Special covenant to cooperate with DIR on Internal Business Process Improvements.

DIR is currently developing internal systems to support its Service delivery processes (quote to care), including the BMC Remedy OnDemand application version 7.6.03. All TEX-AN NG Vendors shall interface with internal service delivery systems once implemented. DIR intends to implement systems based on applications and interfaces that consist of generally accepted data and formats. Vendor shall provide timely, complete and commercially reasonable cooperation in implementation and use of the DIR adopted systems at no additional cost to DIR or the Customers. As of the Effective Date, the BMC Remedy OnDemand application includes Service Request Management (Service Ordering), Asset Management, Performance and Service Level Management, Incident Management (Help Desk/Trouble Tickets), Problem Management, Change Management, and Knowledge Management. Other systems in development to support Tex-AN-NG include DIR Enterprise Billing and Customer Relationship Management (CRM). As of the Effective Date, DIR and Vendor have agreed to the following formats and data to include detailed data for quotes, orders, trouble tickets, billing, Service Level Agreements and network monitoring and formats to include email, delimited flat files and web services XML. DIR will

provide reasonable written notice to Vendor as these systems become available for Vendor's use. If Vendor is unable to implement and use the DIR adopted systems, DIR reserves the right to terminate the CTSA. Vendor shall promptly notify DIR if it encounters an unforeseen challenge to implementing the BMC Remedy OnDemand application as described above. DIR agrees to negotiate in good faith to resolve the Vendor's challenge, reserving the right to terminate the CTSA if no resolution is apparent within 30 days of notification of the challenge.

Article 5. Awarded Services.

Section 5.1 Description.

A description of the Services awarded to Vendor under this CTSA are found in *Exhibit C* to the CTSA. This CTSA is an indefinite quantity contract. DIR has not made and does not make any representations or warranties about the amount or type of Services that Vendor may sell to DIR or the Customers as a result of executing this CTSA.

Section 5.2 Rates, Prices and telecommunications fees and surcharges.

(a) The Rates for the Services as set forth in *Exhibit C* to the CTSA are the Rates To DIR, with the exception of the Prices for direct sales transactions – Local Services and/or SOHO Internet connectivity Services – for which Vendor shall directly bill the Customers at the Prices as set forth in *Exhibit C*. For all other Services in use, Vendors shall present a Monthly Consolidated Invoice to DIR based on the Rates To DIR. In its role as billing agent for Vendor, DIR shall bill to Authorized End Users and Customers the Rates To DIR, plus an additional percentage as DIR's Cost Recovery Fee (CRF), as authorized by Chapter 2170, Texas Government Code. Vendor acknowledges and agrees that DIR shall retain its CRF from the amounts it collects from Authorized End Users and Customers, prior to paying the net amount to Vendor.

(b) If the Vendor is awarded Local Services and /or SOHO Internet Connectivity Services, *Exhibit C* also contains the Prices to direct sales transaction Customers for these Services, which include the Vendor's Rate plus the CRF. Vendor shall bill the direct sales transaction Customers for the Price as defined above and shall remit the CRF to DIR on a monthly basis. Vendor shall provide DIR with monthly direct sales transaction Reports.

(c) *Exhibit C* also lists for each awarded Service, all applicable telecommunications fees and/or surcharges that are required to be assessed by Vendor against Customers by federal or state law. DIR shall include the listed telecommunications fees and surcharges on bills to Customers and Customers shall be responsible for paying such telecommunications fees and surcharges in full. If applicable to the direct sales transactions, Vendor shall include the telecommunications fees and surcharges on its bills to the direct sales transaction Customers, and the direct sales transaction Customers shall be responsible for paying such telecommunications fees and surcharges in full. No telecommunications fees and surcharges that are not set forth in *Exhibit C* may appear on bills to DIR or Customers.

Section 5.3 Cost Recovery Fees.

DIR's TEX-AN NG program is a cost recovery program. DIR, in its discretion, formulates CRFs per Service designed to fulfill its program needs, as authorized in Chapter 2170, Texas Government Code. Such CRFs may change over time and DIR will provide Vendor with 30 days advance notice of a change in the CRFs. With the exception of direct sales transactions, DIR shall bill for such CRFs and collect same from the Authorized End Users and Customers. Changes to the direct sales transaction CRFs will be made exclusively

through the contract amendment process, each such amendment to be effective from and after the CRF Amendment Effective Date. For direct sales transaction CRF changes, Vendor shall implement, charge and remit to DIR on a going forward basis the new effective CRF in 2 billing periods from CRF Amendment Effective Date. Vendor hereby consents to the assessment of the CRFs on its Rates To DIR. Vendor acknowledges that DIR is its billing agent for all Services other than the direct sales transaction Services. Vendor consents to DIR retaining the CRF portion of receipts received from Customers and consents to receiving the net proceeds as payment in full for its non-direct sales transaction Services sold hereunder. Such payment shall be made as long as the net amount received by Vendor is equal to the undisputed billed amount. For the direct sales transaction Services, Vendor shall include the applicable direct sales transaction CRF, as a component of its Price, in its bills to the direct sales transaction Customers and shall remit the direct sales transaction CRF to DIR on a monthly basis. See *Exhibit B, Terms and Conditions, Section 9.15, Reporting of direct sales transactions and payment of CRF.*

Section 5.4 Authorized Changes to Rates To DIR and Prices.

Vendor may propose changes to the Rates to DIR and/or the Prices for direct sales transactions by offering to lower the amounts set forth in *Exhibit C*. Vendor must identify the Service and the specific Rate(s) or Price to be lowered. DIR shall have a reasonable time to review and determine, in its sole and absolute discretion, that the changed value in either the Rate To DIR or the resulting Price for direct sales transaction Services to the Customer is a best value. If DIR approves the change in the Rate to DIR and or Price, the Parties shall agree to the manner of documenting the new Rate and/or Price. The Parties agree to make such new Rates to DIR and/or Prices available to Customers as quickly as possible. Vendor initiated Point of Presence location changes that have an adverse effect on Rates to DIR and/or Prices to direct sales transaction Customers must be authorized by an amendment to the CTSA before the new Rates to DIR and/or Prices to direct sales transaction Customers may be billed. During the Term, DIR may transition its amendment process to a fully automated system. Vendor shall cooperate with DIR to transition its change process for Rates To DIR and/or Prices to a new automated system. The Parties shall mutually agree to an amendment process.

Article 6. Notices.

(a) Delivery of notice.

Any notice or other legal communication required or permitted to be made or given by either Party pursuant to this CTSA will be in writing and deemed to have been duly given:

(1) Three (3) Business Days after the date of mailing if sent by certified U.S. mail, postage prepaid, with return receipt requested;

(2) When transmitted if sent by electronic transmission, with a confirmation of transmission; or

(3) When delivered if delivered personally or sent by express courier service.

(b) Notice.

Any notice under this CTSA will be sufficient if delivered to the following persons or their successors.

(1) Communications that are routine and administrative in nature should be sent to the Contract Managers.

(2) All other notices and communications should be sent to the following:

If to Vendor:

Verizon Business Services
6415-6455 Business Center Drive
Highlands Ranch, CO 80130
Attn: Customer Service
Email: notice@verizonbusiness.com

With a copy to:
Verizon Business Services
22001 Loudoun County Parkway
Ashburn, VA 20147
Attn: Vice President, Legal

If to DIR: Director, Communications Technology Services Division

With a copy to: Attorney, Communications Technology Services Division
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Facsimile: (512) 475-4759

(c) Change of Designee.

Either Party may change the above-referenced designees or address with five days' prior written notice to the other Party.

Article 7. Contract Amendments.

Section 7.1 Business Plan.

This Section represents the Parties' business plan for negotiating amendments and modifications to the CTSA, as required by *Article 7, Exhibit B Terms and Conditions*.

Section 7.2 Vendor Proposed Changes to Exhibit C.

The Vendor may propose changes in the contents of *Exhibit C* for Services of this CTSA. See *Article 7, Exhibit B Terms and Conditions*.

Section 7.3 All Other Changes.

All other modifications to the CTSA must be accomplished through a formal written amendment executed by an authorized representative of DIR and Vendor. DIR and Vendor reserve the right to require periodic update of the *Terms and Conditions,* of the CTSA and all relevant documents associated therewith, to maintain alignment with new and changed legislation, legal requirements, rules and regulatory requirements relevant to the performance by Vendor of this CTSA.

Section 7.4 Mutual Covenant of Cooperation.

For all such Contract amendments, the Parties covenant to cooperate in the good faith, timely negotiation of such matters and to proceed to execution of necessary instruments without delay.

Article 8. Miscellaneous.

Section 8.1 Integration.

This CTSA, together with any documents and exhibits specifically referred to herein, constitute the entire agreement with respect to the subject matter hereof between the Parties. On execution of this CTSA, all prior agreements and understandings between the Parties relating to the subject matter hereof shall be null and void. The Parties specifically acknowledge that there are no unwritten side agreements or oral agreements between them which alter, amend, modify or supplement this CTSA as of the Effective Date.

Section 8.2 Counterparts.

This CTSA may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be deemed original signatures.

Authority to Execute.

IN WITNESS WHEREOF, the Parties have executed this TEX-AN NG Communications Technology Services Agreement in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures. This TEX-AN NG Communications Technology Services Agreement shall be effective from the date of the last signature hereto (the Effective Date).

Department of Information Resources	**Verizon Business Network Services, Inc.**
Signature on File_____	Signature on File_____
Karen Robinson_____	Anthony Recine_____
Executive Director_____	Vice President_____
_____	_____
_12/22/2011_____	12/21/2011___ _____
Date	Date

Signature on File_____
Office of General Counsel

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Verizon Business Network Services, Inc. (Vendor)

Exhibit A.
Definitions

Exhibit A. Definitions

Contents of *Exhibit A Definitions* follow:

Article 1. Introduction..... A-3
Article 2. Definitions..... A-3

Article 1. Introduction.

The purpose of *Exhibit A Definitions* is to define certain terms used for the CTSA. DIR does not warrant the completeness or accuracy of the contents.

Article 2. Definitions.

1. **Accept** – Agreement from DIR and/or its Customer(s) that Service installations, moves, changes or other actions have been successfully completed.
2. **Adjustment** – Has the meaning set forth in *Exhibit B, Terms and Conditions, Section 9.08, Billing Adjustments.*
3. **Affiliate** – (i) Any person or entity directly or indirectly owning, controlling or holding, with power to vote, fifty percent (50%) or more of the outstanding voting securities of Vendor; (ii) any person or entity for which fifty percent (50%) or more of the outstanding voting securities are directly or indirectly owned, controlled or held, with power to vote by Vendor; or (iii) any person, or entity directly or indirectly controlling, controlled by, or under common control with, Vendor.
4. **Article** – A numbered portion of the text of the CTSA.
5. **Assignee** – An individual or organization that receives an assignment of all or part of the interests of one of the Party's to the CTSA, and that undertakes to assume the responsibilities of that original Party.
6. **Attachment** – A form or document appended to an Exhibit to the CTSA.
7. **Authorized End Users** – Individuals or organizations that are eligible to use the Services by statute, also known as **Customers.**
8. **Best and Final Offer or BAFO** – An optional step in this Procurement in which DIR seeks from selected Vendors refinement of their Responses in designated areas. This process may be repeated more than once.
9. **Billing Plan** – A plan initially submitted with Vendor's Response demonstrating compliance with the RFO for billing matters. The final Billing Plan, as agreed upon by the Parties is attached to the CTSA as *Attachment F-17 Billing Plan*.
10. **Business** – A person, partnership, corporation, or other entity engaged in commerce, manufacturing, or a service.
11. **Business Day** – Monday through Friday, excluding State holidays, 7:00 a.m. to 6:00 p.m. local time. State holidays will include all holidays with the status "All Agencies closed." State holidays will not include State optional holidays or holidays that require skeleton crews. If the CTSA calls for performance on a day that is not a Business Day, then performance is intended to occur on the next Business Day.
12. **Cause** – The conditions described in *Exhibit B Terms and Conditions, Section 11.03(d) Termination for cause*.
13. **Comptroller of Public Accounts (CPA)** – The State's chief tax collector, accountant, revenue estimator, and treasurer. CPA includes the Texas State Treasury.
14. **Confidential Information** – To the extent consistent with the Texas Public Information Act, any communication or record (whether oral, written, electronically stored, or transmitted, or in any other form) that consists of:
    a. Non-public budget, expense, payment, and other financial information;
    b. Privileged Work Product;

c. Information designated by Vendor, DIR or any other Customer as confidential, including all information designated as confidential under the Texas Public Information Act, Texas Government Code, Chapter 552, or otherwise exempted from public disclosure under such Act;

d. Information that is utilized, developed, received, or maintained by DIR, the Vendor, or Authorized End Users or Customer for the purpose of fulfilling a duty or obligation under this CTSA and/or a TEX-AN NG Customer Services Agreement and that has not been publicly disclosed by the party that developed such information; and

e. Vendor's Proprietary Intellectual Property and related technical and design documentation provided by the Vendor pursuant to this CTSA, excluding user-related materials that have been released by the Vendor to the public.

15. **Consolidated State Network** – Means the consolidated telecommunications system as defined by Section 2170.001(a)(2), Texas Government Code, as the network of telecommunications services serving the state government. This Consolidated State Network is composed of DIR, Customer and Vendor Network segments as defined herein.

16. **Contract Anniversary Date** – Period commencing on the Effective Date and ending one year later and for each year in the Term thereafter.

17. **Contract Manager** – For each Party, the individual assigned the duty to be the primary point of contact for CTSA administrative matters.

18. **Corrective Action Plan** – Has the meaning assigned in *Section 11.02 (c), Tailored Remedies, Exhibit B, Terms and Conditions.*

19. **Cost Recovery Fee (CRF)** – A fee assessed on the Rates To DIR for each Service, billed to and collected from Customers, which is designed to recover the costs incurred by DIR in operation of the TEX-AN NG Program. For direct sales transactions, Vendor includes the CRF in its Price to the direct sales transaction Customers and remits the CRF to DIR on a monthly basis. The CRF is authorized by Chapter 2170, Texas Government Code.

20. **Credits** – Monetary assessments against amounts owed Vendor as a remedy for billing Adjustments and /or Deficiencies,, as more particularly described in *Exhibit D Performance Management*.

21. **CRF Amendment Effective Date** – The date on which a contract amendment which changes the direct sales transaction CRF is to be effective, as more particularly described in *Section 5.3, Exhibit B* to the CTSA.

22. **Customer** – Any eligible purchaser of Services. Customers are defined in accordance with Section 2170.004, Texas Government Code. Customers for telecommunications services include state agencies as defined in Section 2151.002, Texas Government Code, each house of the legislature, a legislative agency, an agency that is not a state agency as defined in Section 2151.002, Texas Government Code; a political subdivision, including a county, municipality, or district; a private institution of higher education accredited by a recognized accreditation agency as defined by Section 61.003, Education Code, that: A) engages in distance learning, as defined by Section 57.021, Utilities Code; and B) receives federal funds for distance learning initiatives; and assistance organizations, as defined in Section 2175.001, Texas Government Code. A customer for the receipt of Services also may include those state agencies purchasing from a DIR contract through an Interagency Agreement as authorized by Chapter 771, Texas Government Code and any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

23. **Customer Network** – Customer networks are built and maintained by the Customer. Customer Networks may or may not connect to the DIR Network or a Vendor Network, depending upon whether the Customer needs access to Services provided by the DIR Network or a Vendor Network. Network to network demarcation points are determined on a case by case basis depending upon type of Service.
24. **Deficiency** – Any failure of Vendor to provide the Services or to otherwise perform or comply with its duties under this CTSA, including any specific areas of Vendor performance that fail to meet performance expectations, standards, SLAs or schedules, and any failure of Vendor to be reasonably responsive to a reasonable request of DIR and/or a Customer for information, assistance, or support relating to the Services within the timeframe mutually agreed to by DIR and/or the Customer, and Vendor.
25. **Deliverable** – A report or item that must be completed and delivered under the terms of the CTSA or a TEX-AN NG Customer Services Agreement. The measurable result or output of a process prepared, developed or procured by Vendor as part of the Services under the CTSA or a TEX-AN NG Customer Services Agreement.
26. **Descriptions** – The description(s) of the awarded Services set forth in *Exhibit C*.
27. **DIR Network** – The DIR Network provides connectivity for primarily state government agencies but also includes educational institutions, political subdivisions and assistance organizations. Customer and Vendor Networks connect to the DIR Network for interconnectivity and for enterprise services such as connectivity to the state data centers and internet service. Network to network demarcation points are determined on a case by case basis depending upon type of Service.
28. **Disentanglement** – The process of winding up all issues in the business relationship between DIR and Vendor in the event of early termination of the CTSA. See *Section 11.06, Payment and other provisions at CTSA termination, Exhibit B, Terms and Conditions.*
29. **Disentanglement Plan** – The plan developed and submitted by Vendor and approved by DIR, in its sole and absolute discretion, to provide for the orderly and efficient winding up of the issues of the business relationship between Vendor and DIR in the event of early termination of the CTSA. See *Section 11.06, Payment and other provisions at CTSA termination, Exhibit B, Terms and Conditions.*
30. **Disentanglement Services** - The services provided by Vendor pursuant to an approved Disentanglement Plan to provide for the orderly and efficient winding up of the issues of the business relationship between Vendor and DIR in the event of early termination of the CTSA. *See Section 11.06, Payment and other provisions at CTSA termination, Exhibit B, Terms and Conditions.*
31. **Disputes** – A billing Dispute is a disagreement over the accuracy of charges in an Invoice either to DIR or a Customer. Other Disputes may be disagreements over actions taken or not taken pursuant to the CTSA or a TEX_AN NG Customer Services Agreement, which are subject to the provisions of *Section 11.10 Dispute Resolution* of the CTSA.
32. **Effective Date** – The commencement date for the CTSA, which is the date on which the last Party signs the CTSA.
33. **Electronic State Business Daily** – a web portal operated by the Comptroller of Public Accounts, to which all state agencies must post procurement opportunities, in compliance with Section 2155.083, Texas Government Code.
34. **Equipment** – Computer hardware, routers, telecommunication devices, and the like utilized under this CTSA.
35. **Exhibit** – a document appended to the CTSA as listed in the Table of Contents.

36. **Expiration Date** – 11:59:59 p.m., Central Time, on December 22 , 2016 , unless the initial Term or the then-current Renewal Term, is extended in accordance with the CTSA, in which case the Expiration Date shall be 11:59:59 p.m., Central Time on the last day of such extension(s).
37. **FCC** – the Federal Communication Commission, with regulatory authority over the telecommunications industry, including certain telecommunications carriers.
38. **Force Majeure Event** – an event experienced by a Party that is within the scope of the CTSA clause found at *Exhibit B, Section 3.03.*
39. **Government Entity or Entities** – A subset of Customers that includes all publicly owned entities, such as State agencies, institutions of higher education, and local governments.
40. **Independent Verification and Validation contractors** – A third party provider of independent assessment and testing methodologies for quality assurance or performance verification purposes.
41. **Information and Communication Technology (ICT) Contracts Program** – A streamlined cooperative purchasing program for state, local, public education, and other public entities within and outside the State of Texas, administered by the Contracting & Procurement Services Division of DIR.
42. **Intellectual Property** – Any trademarks, patents, inventions, copyrights, trade secrets, or domain names created prior to, on, or after the Effective Date.
43. **Invoice** – Depending on the context in which used, may mean the Monthly Consolidated Invoice issued by Vendor to DIR, or an Invoice issued to a direct sales transaction Customer for direct sales transaction Services, including Internet Service for non-state agencies, Local Services and SOHO. In the proper context, Invoice may refer to both types of Invoices.
44. **Key Personnel** – All individuals identified by Vendor in *Attachment F-7 Service Delivery Implementation Plan* as Key Personnel will be considered Key Personnel.
45. **Local Services** – A type of Service as specified in Section 3 of the RFO, which may be directly sold to Customers by Vendor as set forth in *Article 4* of the CTSA, if awarded to Vendor under this CTSA.
46. **Marketing Plan** – A plan initially submitted with Vendor's Response to demonstrate Vendor's resources and activities to promote the CTSA and gain Customers. The Marketing Plan, as approved by DIR, in its sole and absolute discretion, is attached to the CTSA as *Attachment F-8.*
47. **Material Breach** – Substantial failure in the performance of a material term of the contract.
48. **Monthly Consolidated Invoice** – A formal, single statement of charges provided by Vendor to DIR, which includes the Invoice file, Detailed Billing File, Adjustment file and monthly informational memorandum for all Services provided by Vendor.
49. **Monthly Statement** – A revised summary of all DIR accounts with detailed adjustments for each account provided by Vendor after resolution of disputes.
50. **Parties** – Has the meaning given in the Preamble to CTSA.
51. **Party** – Has the meaning given in the Preamble to the CTSA and in the introduction to the TEX-AN NG Customer Services Agreement, *Exhibit H* to the CTSA.
52. **Prices** – Are the values for direct sales transaction Services as reflected in *Exhibit C* to the CTSA, which Vendor is allowed to directly bill to Customers and are composed of the Vendor's Rate to DIR plus the CRF.

53. **Privileged Work Product** – Work product considered privileged from discovery/disclosure under the Texas Rules of Civil Procedure, Texas Rules of Evidence, Federal Rules of Civil Procedure or Federal Rules of Evidence.

54. **Procurement** – The TEX-AN NG Program established by DIR in the RFO to select Vendors for the provision of Services.

55. **Project** – A transaction that requires special treatment by the Vendor due to size, complexity or importance of the Services ordered.

56. **Public information** – Information that meets the following two conditions:

    a. is collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business by a governmental body or for a governmental body; and

    b. is determined to not be Confidential Information, or exempt from disclosure, under the Texas Public Information Act, Texas Government Code, Chapter 552.

57. **PUC** – The State Public Utility Commission, a state agency with regulatory authority over the telecommunications industry based on Texas law and Federal Law delegated from the FCC.

58. **Purchase Order** – DIR's or Customer's fiscal form or format, which is used when making a purchase of Services (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

59. **Rates To DIR** – Are the monetary values for the Services that Vendor bills to DIR which do not include the CRF, as more particularly described in *Exhibit C* to the CTSA.

60. **Renewal Term(s)** – Has the meaning set forth in *Section 3.2* of the CTSA.

61. **Request for Offer (RFO)** – Has the meaning given in the Preamble to the CTSA.

62. **Response** – Has the meaning given in the Preamble to the CTSA.

63. **Retail** - Means products and service provided by Vendor to end-user customers, as opposed to Wholesale customers like Competitive Local Exchange Carriers (CLECs), Interexchange Carriers (IXCs) or System Integrators (SIs).

64. **Revisions to Documents**. Subject to Section 8.2(c) (Materially Adverse Change), Vendor reserves the right to add, change, or modify the Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time.

65. **Section** – A numbered or lettered portion of the text within an Article of the CTSA.

66. **Service Guides** - The description, pricing, and other terms and conditions for the Service not covered by a Guidebook may be contained in a Service Guide, which may be found at http://www.verizonbusiness.com/ us/publications/ service_guide/ or other locations Vendor may designate.

67. **Services** – The communications technology Services described in Section 3 of the RFO and awarded to Vendor under this CTSA.

68. **Service Level Agreement(s) (SLA(s))** – An agreement(s) between Parties that contains service performance metrics with corresponding service level objectives, which DIR, Authorized End Users and Customers rely on to measure the quality and/or reliability of Services.

69. **Small Office/Home Office (SO/HO) Internet connectivity** – A type of Service as specified in Section 3 of the RFO, which may be directly sold to Customers by Vendor as set forth in *Article 4* of the CTSA, if awarded to Vendor under this CTSA.

70. **Service Order Completion Notice (SOCN)** – Written notice from Vendor that contains data elements notifying DIR and/or the Customer that the Service for a given Order has been fully installed and is ready for Acceptance.

71. **Software** – All operating systems, applications software, and related documentation used by Vendor to provide the Services under this CTSA.

72. **State** – The State of Texas, acting by and through the Department of Information Resources.

73. **Stop Marketing Order** – Has the meaning set forth in *Exhibit B, Terms and Conditions, Section 11.02(c)(5), Tailored Remedies.*

74. **Subcontract** – Any written agreement between Vendor and other party to fulfill the requirements of this TEX-AN NG Communications Technology Services Agreement. All Subcontracts are required to be in writing and signed by the Vendor and Subcontractor.

75. **Subcontractor** – A party to a Subcontract which is not the Vendor.

76. **Subcontractor Compliance Obligations** – Has the meaning set forth in *Exhibit B Terms and Conditions, Section 4.03(c) Subcontractor's compliance.*

77. **Subsection** – A numbered or lettered portion of the text within a Section of the CTSA.

78. **Table of Contents** – The list of Articles, Sections, Exhibits and Attachments to the CTSA found at the beginning of the CTSA.

79. **Term** – The period of time during which the CTSA is in effect between DIR and the Vendor, as more particularly described in *Article 3* of the CTSA.

80. **TEX-AN NG Communications Technology Services Agreement, Contract, or CTSA** – The final version of the contractually binding agreement between the Texas Department of Information Resources and the Vendor awarded pursuant to the RFO, including all Exhibits and Attachments thereto.

81. **TEX-AN NG Communications Technology Services, TEX-AN NG Services or Services** – The specified Services within scope of the DIR–TEX-AN NG–001 RFO and as to the scope of the CTSA, only those Services awarded to Vendor.

82. **TEX-AN NG Customer Services Agreement** – A contractual document containing the terms, conditions, and scope for Services to be deployed and operated under this CTSA, and executed by the Customer, Vendor, and DIR. *Attachments H-1 and H-2* contain the template for the form of TEX-AN NG Customer Services Agreement.

83. **TEX-AN NG Program** – the activities and contracts authorized by Chapter 2170, Texas Government Code, administered by the Department of Information Resources on behalf of the State.

84. **TEX-AN 2000 Agreements** – The agreements for the provision of telecommunications services to DIR and its Customers by that will no longer be needed as of the Effective Date. The individual TEX-AN 2000 Agreements will terminate by their own terms as governed by each such Agreement.

85. **TEX-AN 2000 Providers** – Providers of telecommunications services under the TEX-AN 2000 Agreements.

86. **Texas Ethics Commission** – the state agency responsible for investigation of violations and enforcement of the ethical standards for public officials and employees in accordance with state law.

87. **Thing of Value** – Has the meaning set forth in *Exhibit B, Section 11.03, Termination of the CTSA.*

88. **Third Party Customer -** A person or entity that purchases Services from Vendor other than DIR or a Customer. Third Party Customers would be Vendor's Customers who are not acquiring services under the CTSA.

89. **Transition Assistance Services** – Are only related to the meaning set forth in *Exhibit B, Terms and Conditions, Section 16.04, Transition Assistance Services.*

90. **Transition Effective Date** – Only refers to the meaning set forth in *Exhibit B, Terms and Conditions, Section 16.01, Scope.*

91. **Transition Period** – Only refers to the meaning set forth in *Exhibit B, Terms and Conditions, Section 16.02, General Statement for Transition.*

92. **Transition Plan for Expiration of the CTSA** – The period of time and activities for the transition of TEX-AN NG Services under this CTSA from the Vendor to DIR or a successor service provider designated by DIR at the end of the Term. See *Article 16* of the CTSA.

93. **Vendor** – has the meaning given in the Preamble to the CTSA.

94. **Vendor Network** – A Vendor Network is built and maintained by a Vendor for supporting Customer and DIR Requirements. A Vendor Network provides similar connectivity for Customers as the DIR Network. Vendor Networks also provide access between Customer Networks and the enterprise services on the DIR Network. Network to network demarcation points are determined on a case by case basis depending upon type of Service.

95. **Vendor's Proprietary Software** – all software owned by Vendor or its affiliates and used in providing the Services and all modifications and enhancements to such software.

— End of Exhibit A —

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Verizon Business Network Services, Inc. (Vendor)

Exhibit B.
Terms and Conditions

Exhibit B. Terms and Conditions

Contents of *Exhibit B Terms and Conditions* follow:

Article 1. Introduction. B-3
Article 2. Availability of Appropriated Funds. B-5
Article 3. General Terms and Conditions. B-5
Article 4. Vendor Personnel Management. B-9
Article 5. Governing Law and Regulations. B-13
Article 6. Service Levels and Performance Measurement. B-14
Article 7. Amendments and modifications. B-14
Article 8. Audit and Financial Compliance. B-15
Article 9. Terms and Conditions of Vendor Billing and DIR and Customer Payment. B-17
Article 10. Disclosure and Confidentiality of Information. B-22
Article 11. Remedies and Disputes. B-25
Article 12. Assurances and Certifications B-36
Article 13. Representations, Warranties and Covenants. B-39
Article 14. Intellectual Property. B-40
Article 15. Liability. B-43
Article 16. Transition Plan for Expiration of the CTSA. B-44
Article 17. End of Contract-Life Assignment. B-49

Article 1. Introduction.

Section 1.01 Inducements.

In executing this CTSA, the Department of Information Resources (DIR) relies on Vendor's representations, warranties and covenants regarding the following:

(1) Vendor, its agents and its Subcontractors, regularly provide the types of Services described in the RFO to other public or private entities;

(2) Vendor, its agents and its Subcontractors, have the skills, qualifications, expertise, financial resources and experience necessary to perform the Services described in the RFO, Vendor's Response, and this CTSA in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and have performed similar Services for other public or private entities;

(3) Vendor has thoroughly reviewed, analyzed, and understood the RFO, has timely raised all questions or objections to the RFO, and has had the opportunity to review and fully understand the DIR's current program, operating environment for the Services, this CTSA and the needs and requirements of DIR, the Customers and the State during the Term of the CTSA;

(4) Vendor has had the opportunity to review and understand the State's stated objectives in entering into this CTSA and, based on such review and understanding, Vendor currently has the capability to perform the Services in accordance with the terms and conditions of this CTSA;

(5) Vendor also has reviewed and understands all of the risks associated with the TEX-AN NG Program as described in the RFO and the CTSA, including the risk of non-appropriation of funds;

(6) Vendor shall at all times be capable of and legally authorized to provide the Services;

(7) The Rates To DIR, Prices and any discounts offered hereunder shall be true and correct.

Accordingly, on the basis of these representations, warranties and covenants, DIR desires to engage Vendor to perform the Services under the terms and conditions set forth in this CTSA and Vendor covenants to perform the Services under the terms and conditions set forth in this CTSA.

Section 1.02 Transition from TEX-AN 2000 Agreements.

Vendor shall use its best efforts to cooperate with all TEX-AN 2000 Providers in ensuring the orderly transition from their provision of services under the applicable TEX-AN 2000 Agreements to Vendor's provision of Services under this CTSA.

Section 1.03 Construction of Agreement.

(a) Scope of Introductory Article.

These provisions are not intended to expand the scope of the Parties' obligations under this CTSA or to alter the plain meaning of the terms and conditions of this CTSA.

(b) Definitions.

As used in this CTSA, the capitalized terms and conditions not defined in an Exhibit or Attachment will have the meanings assigned in *Exhibit A Definitions*.

(c) Severability.

If any provision of this CTSA is construed to be illegal or invalid, such interpretation will not affect the legality or validity of any other provisions. The illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated in this CTSA, but all other provisions will remain in full force and effect.

(d) Survival of terms.

Termination or expiration of this CTSA for any reason will not release either Party from any liabilities or obligations set forth in this CTSA that:

(1) The Parties have expressly agreed will survive any such termination or expiration; or

(2) Remain to be performed or by their nature continue beyond the termination or expiration of this CTSA, including without limitation, the obligations related to *Confidential Information (Article 10, Exhibit B), Limited Warranty Disclaimers (Section 13.06, Exhibit B), Limitations of Liability (Section 15.03, Exhibit B), and Indemnification (Section 11.11(b), Exhibit B)*.

(e) Headings.

The Article and Section headings in this CTSA are for reference and convenience only and may not be considered in the interpretation of this CTSA.

(f) Global drafting conventions.

(1) The terms “include,” “includes,” and “including” are terms of inclusion, and where used in this CTSA, are deemed to be followed by the words “without limitation.”

(2) Any references to “sections,” “exhibits,” or “attachments” are deemed to be references to sections, exhibits, or attachments to this CTSA.

(3) Any references to agreements, contracts, statutes, or administrative rules or regulations in this CTSA are deemed references to these documents as amended, modified, or supplemented from time to time during the term of this Contract.

Section 1.04 No implied authority.

(a) The authority delegated to Vendor by DIR is limited to the terms of this CTSA. DIR is the State agency designated by the Texas Legislature to administer the TEX-AN NG Program, and no other agency of the State grants Vendor any authority related to this Program. Vendor is required to cooperate to the fullest extent possible to assist DIR in communications and negotiations with all Customers as directed by DIR. Vendor may not rely upon implied authority, and specifically is not delegated authority under this CTSA to:

(1) make public policy;

(2) promulgate, amend or disregard administrative regulations or program policy decisions made by DIR for administration of the TEX-AN NG Program; or

(3) unilaterally communicate or negotiate with any Customer or the Texas Legislature on behalf of DIR regarding the TEX-AN NG Program, except as specifically permitted under this CTSA.

(b) Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

Section 1.05 Legal Authority.

DIR is authorized to enter into this CTSA under Chapter 2170, Texas Government Code. Vendor is authorized to enter into this CTSA pursuant to the authorization of its governing board or controlling owner or officer.

Article 2. Availability of Appropriated Funds.

Termination for non-appropriation of funds may be found at *Exhibit B, Section 11.03(c).*

Article 3. General Terms and Conditions.

Section 3.01 Delegation of authority.

Whenever, by any provision of this TEX-AN NG Communications Technology Services Agreement, any right, power, or duty is imposed or conferred on DIR, the right, power, or duty so imposed or conferred is possessed and exercised by the DIR Executive Director unless any such right, power, or duty is specifically delegated to the duly appointed agents or employees of DIR. The DIR Executive Director will reduce any such delegation of authority to writing and provide a copy to Vendor on request.

Section 3.02 No waiver of sovereign immunity.

The Parties expressly agree that no provision of this TEX-AN NG Communications Technology Services Agreement shall be construed as or constitute a waiver by DIR or the State of Texas of any immunities from suit or from liability that DIR or the State of Texas have by operation of law.

Section 3.03 *Force majeure.*

Except for payment of amounts due, neither Party will be liable for any loss or damage, failure or delay in performing its obligations under this TEX-AN NG Communications Technology Services Agreement if such loss or damage, failure or delay is due to any cause beyond the reasonable control of such Party, including strikes, natural disasters, cable cuts, power blackout, fire, civil disturbance, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, epidemic, war, court order, or acts of God (a *Force Majeure* event). The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must give written Notice within five Business Days of their knowledge of a *Force Majeure* Event.

Section 3.04 More favorable terms.

(a) Vendor shall only charge Rates to DIR and Prices that are no higher in the aggregate than the charges charged by Vendor directly to substantially similar Retail Third Party Customers for the provision of the same or substantially similar Services on substantially similar terms and conditions.

(b) No later than each Contract Anniversary Date, Vendor shall certify to DIR, in writing, that it has been in full compliance with *Section 3.04 (a)* above at all times during the prior 12 month period. Any failure of Vendor to comply with this certification requirement or any certification filed by Vendor that is not true shall constitute a Material Breach. The sole remedy if Vendor has breached *Section 3.04 (a)* above, Vendor shall be obligated to award DIR and /or Customer, as appropriate, Credits on the next appropriate Invoice that are equal to the overcharges paid as a result of any such breach.

(c) DIR shall have the right, in its sole and absolute discretion, to conduct an audit of Vendor's compliance with this *Section 3.04* pursuant to the procedures set forth in *Exhibit B, Section 8.06*.

(d) Vendor represents and warrants that, as of the Effective Date, it shall comply prospectively with this *Section 3.04*.

Section 3.05 Publicity and Trademarks.

(a) Except as provided in Subsection (b) below, Vendor must not use the name of DIR, the State, or any other Customer, or refer to DIR or any such Customers directly or indirectly in any media release, or public announcement, relating to this CTSA or its subject matter, including, in any promotional or marketing materials, customer lists, or business presentations (other than proposals or reports submitted to DIR, a Customer, an administrative agency of the State, or the Federal government.

(b) Vendor may publish, at its sole expense, any media release or public announcement, relating to this CTSA or its subject matter, including, in any promotional or marketing materials, customer lists, business presentations (other than proposals or reports submitted to DIR or a Customer, an administrative agency of the State, or a governmental agency or unit of another State or the Federal government), or results of Vendor performance under this CTSA with DIR's prior review and approval, which DIR may exercise at its sole and absolute discretion. Vendor will provide DIR a copy of any such publication no less than five (5) Business Days prior to public release unless otherwise agreed by the Parties. Vendor will provide additional copies at the request of DIR. Approval of the annual Marketing Plan will constitute approval by DIR for Vendor to publish all materials approved in connection with such Marketing Plan.

(c) Trademarks. Each Party agrees not to display or use, in advertising or otherwise, any of the other Party's trade names, logos, trademarks, service marks, or other indicia of origin without the other Party's prior written consent, which consent may be revoked at any time by providing written notice.

Section 3.06 Assignment.

(a) Assignment by Vendor.

Vendor will not assign all or any portion of its rights under or interests in this CTSA or delegate any of its duties without prior written consent of DIR. Any written request for assignment or delegation must be accompanied by written acceptance of the assignment by the Assignee, in a form acceptable to DIR in its sole and absolute discretion, and consent to same from DIR, in its sole and absolute discretion. Except where otherwise agreed in writing by DIR, assignment will not release Vendor from its obligations pursuant to this CTSA. The requirements of this *Section 3.06(a)* shall not apply in connection with Vendor's assignment to (i) any Affiliate, or (ii) any person acquiring all or substantially all the assets of Vendor or all or substantially all the assets of an Affiliate to which this CTSA, or any of this interests, rights and obligations of Vendor hereunder, previously has been assigned. Notwithstanding the foregoing, Vendor may, without DIR's consent, assign or delegate in whole or relevant part, its rights and obligations under this CTSA to a third party work to be performed under this CTSA, but Vendor will in each such case remain financially responsible for the performance of such obligations.

(b) Assignment by DIR.

Vendor understands and agrees DIR may in one or more transactions assign or transfer this CTSA. DIR will provide written notification of such assignment to Vendor. This assignment will only be made to another State agency or an entity designated by the Texas Legislature.

(c) Amendment.

Each Party agrees to cooperate to amend the TEX-AN NG Communications Technology Services Agreement as necessary to maintain an accurate record of the contracting Parties.

(d) Assumption.

Each Party to whom an assignment or transfer is made (an "Assignee") must assume all or any part of Vendor's or DIR's interests in this CTSA, the Services, and any documents executed with respect to this CTSA, including, without limitation, its obligation for all or any portion of the payments due hereunder.

Section 3.07 RFO errors and/or omissions.

Vendor will not take advantage of any errors and/or omissions in the RFO or the resulting CTSA. Vendor must promptly notify DIR of any such errors and/or omissions that are discovered.

Section 3.08 Abandonment or Default.

Abandon means to relinquish or renounce the CTSA for any reason other than for a *Force Majeure* Event. If the Vendor abandons the CTSA, DIR reserves the right to cancel the CTSA without notice and either re-solicit and re-award the CTSA or take such further action or no action in the best interest of the State. The abandoning Vendor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of Services, unless the specifications or scope of work significantly changes.

Section 3.09 Reserved.

Section 3.10 Place of Performance.

Vendor agrees to either provide or arrange to have a Vendor Affiliate provide Services to Customer in accordance with this CTSA, subject to availability and operational limitations of systems, facilities and equipment. Where required, a Vendor Affiliate authorized by the appropriate regulatory authority will be the service provider.

Section 3.11 Vendor Certifications.

Vendor certifies that it:

(a) Has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract,

(b) Is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006, Texas Family Code and acknowledges the CTSA may be terminated and payment withheld if this certification is inaccurate,

(c) Neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage,

(d) Has not received payment from DIR or any of its employees for participating in the preparation of the Contract,

(e) Under Section 2155.004, Texas Government Code, is not ineligible to receive the specified CTSA and acknowledge that this CTSA may be terminated and payment withheld if this certification is inaccurate,

(f) To the best of its knowledge and belief, knows there are no suits or proceedings pending or threatened against or affecting it, which if determined adversely to it will have a material adverse effect on the ability to fulfill its obligations under the CTSA,

(g) Is not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration, and

(h) As of the effective date of the CTSA, is not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control;

(i) Agrees that any payments due under this CTSA will be applied towards any debt, including but not limited to delinquent taxes that is owed to the State;

(j) Is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(k) For itself and on behalf of its Subcontractors, has identified all current or former, within the last twelve (12) years, employees of the State assigned to work on the CTSA 20% or more of their time and has disclosed them to DIR and has disclosed or does not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the CTSA, Vendor certifies for itself and on behalf of its Subcontractors, it shall disclose the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;

(l) Represents and warrants that the provision of Services or other performance under the CTSA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the CTSA, Vendor certifies it shall disclose for itself and on behalf of Subcontractors, the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;

(m) Represents and warrants that DIR and/or the Customer's payment to Vendor and Vendor's receipt of appropriated or other funds under this CTSA are not prohibited by Sections 556.005 or 556.008, Texas Government Code; and

(n) Under Section 2155.006, Texas Government Code, is not ineligible to receive the specified CTSA and acknowledge that this CTSA may be terminated and payment withheld if this certification is inaccurate.

(o) Vendor acknowledges the applicability of Sections 2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the CTSA.

During the term of the CTSA, Vendor shall, for itself and on behalf of its Subcontractors, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

Section 3.12 Internet Access to CTSA and Pricing Information

(a) Vendor Website

Within thirty (30) days from the effective date of the CTSA, Vendor will establish and maintain a website specific to the service offerings under the CTSA which is clearly distinguishable from other, non-TEX-AN NG CTSA offerings at Vendor's website. The website must include: the services offered, service specifications, CTSA documents and exhibits, CTSA pricing, Service Level Agreement information, contact information for Vendor, instructions for obtaining quotes and placing Purchase Orders. The Vendor's website shall list the DIR CTSA number, reference the DIR TEX-AN NG Contract program, display the DIR logo, and contain a link to the DIR website for the CTSA. All websites are subject to the prior review and approval of DIR.

(b) Accurate and Timely CTSA Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

(c) Website Compliance Checks

Periodic compliance checks of the information posted for the CTSA on Vendor's website will be conducted by DIR. CTSA

(d) Website Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to CTSA information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

(e) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing CTSA information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the CTSA, and shall not be disseminated to third parties or used for other marketing purposes. The CTSA constitutes a public document under the laws of the State and Vendor shall not restrict access to CTSA terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

(f) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the CTSA.

Article 4. Vendor Personnel Management.

Section 4.01 Qualifications, retention and replacement of Vendor employees.

Vendor agrees to maintain the organizational and administrative capacity and capabilities to carry out all Vendor duties and responsibilities, including providing and supporting the Services, under this CTSA. The personnel Vendor assigns to perform the duties and responsibilities under this CTSA will be properly trained and qualified for the functions they are to perform. Vendor does not warrant the quality of training for which the State is responsible. Notwithstanding transfer or turnover of its personnel, or of its agents' or Subcontractors' personnel, Vendor remains obligated to perform all duties and responsibilities, including providing and supporting the Services, without degradation and in accordance with the terms of this CTSA.

Section 4.02 Responsibility for Vendor personnel.

(a) Under no circumstances will Vendor's employees, agents and Subcontractors be considered employees of DIR or the State, but will be considered Vendor's employees, agents or Subcontractors for all purposes.

(b) Except as expressly provided in this CTSA, neither Vendor nor any of Vendor's employees, agents or Subcontractors may act in any sense as agents or representatives of DIR or the State of Texas.

(c) Vendor's employees, agents or Subcontractors shall be paid exclusively by Vendor for all Services performed. Vendor is responsible for and must comply with all requirements and obligations related to such employees, agents or Subcontractors under local, State or Federal law, including minimum wage, social security, unemployment insurance, State and Federal income tax and workers' compensation obligations.

(d) Vendor assumes sole and full responsibility for its acts and the acts of its employees, agents and Subcontractors relating to the performance of this CTSA.

(e) Vendor agrees that any claim on behalf of any person arising out of employment, alleged employment, agency or subcontracts (including, but not limited to, claims of discrimination against Vendor, its officers, or its agents or its Subcontractors) are the sole responsibility of Vendor and are not the responsibility of DIR or any Customer, and that Vendor will indemnify and hold harmless the State from any and all such claims asserted against the State, DIR or any Customer. Vendor understands that any person who alleges a claim arising out of employment, alleged employment, agency, or subcontract by Vendor (including, but not limited to, claims of discrimination against Vendor, its officers, or its agents or its Subcontractors) will not be entitled to any compensation, rights, or benefits from DIR (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

Section 4.03 Cooperation with DIR, other TEX-AN NG Vendors, and Customers.

(a) Cooperation with DIR on cost avoidance and performance measures.

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the CTSA. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of Services sold under the CTSA. The report shall contain: Service description, list price, Price to Customer or Rate To DIR under the CTSA, and pricing from three (3) alternative contract sources under which Customers are eligible to procure the Services. Additionally, Vendor shall promptly provide DIR with all other CTSA performance related information that assists FIR is reporting the other performance measures for which it is responsible.

(b) Cooperation with Customers.

Vendor must ensure that Vendor employees, agents and Subcontractors will cooperate with DIR and Customers at no charge to DIR for purposes relating to the administration of the TEX-AN NG Program including, but not limited to the following purposes:

(1) The investigation and prosecution of fraud, abuse, and waste in the TEX-AN NG Program;

(2) Audit, inspection, or other investigative purposes; and

(3) Testimony in judicial or quasi-judicial proceedings relating to the Services under this CTSA or other delivery of information to DIR or Customers' investigators or legal staff.

Section 4.04 Conduct of and responsibility for Vendor employees.

(a) While performing the Services, Vendor's employees, agents and Subcontractors must:

(1) Comply with applicable State, DIR and Customer rules, and regulations and DIR's requests regarding personal and professional conduct generally applicable to the Service locations, including, but not limited to, conforming to all phys-

ical security standards and requirements, as required given the Service location; and

(2) Otherwise conduct themselves in a businesslike and professional manner.

(b) If DIR determines, in its sole and absolute discretion, that a particular employee, agent, or Subcontractor is not conducting him/herself or itself in accordance with this *Section 4.04*, DIR may provide Vendor with notice and documentation concerning such conduct. Upon receipt of such notice, Vendor must promptly investigate the matter and take appropriate action that may include:

(1) Removing the employee, agent or Subcontractor from Service delivery under this CTSA;

(2) Providing DIR with written notice of such removal; and

(3) Replacing the employee, agent or Subcontractor with a similarly qualified individual acceptable to DIR, in its sole and absolute discretion, in the case of Key Personnel and Subcontractors.

(c) Vendor shall replace any employee, agent or Subcontractor who is not adequately performing assigned responsibilities or who, as mutually determined by the Parties, after consultation with Vendor, is unable to work effectively with DIR staff or Customer staff. In such event, Vendor will provide replacement employee(s), agent(s), or Subcontractor(s) with equal or greater skills and qualifications as soon as reasonably practicable. Replacement of Key Personnel will be subject to consultation with the Vendor and mutual agreement of the Parties. The Parties will work together in the event of any such required replacement so as not to disrupt Service delivery under the CTSA. Other than in instances when DIR determines, in its sole and absolute discretion, that removal must be handled immediately to avoid imminent harm to the TEX-AN NG Program or safety to others, DIR and Vendor will provide written notice and cooperate with the other entity in a manner intended to minimize staff turnover and the adverse impact any requested removal may have on the Services. Nothing in this CTSA will prevent Vendor from replacing employees not identified as Key Personnel.

(d) Vendor agrees that anyone used by Vendor to fulfill the terms of this CTSA is an employee, agent or Subcontractor of Vendor and remains under Vendor's sole direction and control.

(e) Vendor agrees to be responsible for the following with respect to its employees, agents or Subcontractors:

(1) Damages incurred by Vendor's employees, agents or Subcontractors within the scope of their duties under this CTSA; and

(2) Determination of the hours to be worked and the duties to be performed by Vendor's employees, agents or Subcontractors.

Section 4.05 Responsibility for Subcontractors.

(a) Vendor remains fully responsible for obligations, services, and functions performed by its Subcontractors to the same extent as if such obligations, services, and functions were performed by Vendor's employees or agents and for purposes of this CTSA such work will be deemed work performed by Vendor. DIR may request in writing and the Parties will mutually determine a replacement of any Subcontractor found to be unacceptable in accordance with *Section 4.04.*

(b) Vendor must not disclose Confidential Information of DIR, a Customer or the State to a Subcontractor unless and until such Subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of Vendor under this CTSA.

(c) Vendor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an Affiliate of Vendor, that will perform subcontracting services under this CTSA. The Vendor agrees that it is the sole point of contact for DIR with regard to all matters under this CTSA, including any matters with respect to Vendor's Subcontractors.

(d) Vendor shall not change a Subcontractor prior to submitting for DIR's approval, in its sole and absolute discretion, a revised HUB Subcontracting Plan. Only upon DIR's approval of a revised HUB Subcontracting Plan may Vendor proceed with replacement of a Subcontractor.

Section 4.06 DIR's ability to contract with Subcontractors.

(a) Vendor is permitted to secure from its employees performing Services for the TEX-AN NG Program and under this CTSA covenants not to compete with a term of not more than one year from the date of termination of employment (whether in employment agreements or other contractual arrangements). Other than as provided in the preceding sentence, Vendor may not limit or restrict, through a covenant not to compete, employment agreement or other contractual arrangement, DIR's ability to contract with former employees of Vendor who performed Services under this CTSA.

(b) Vendor may secure from its employees, agents and Subcontractors, agreements preventing use or disclosure of Vendor's Confidential Information, and agreements preventing such employees, agents and Subcontractors from soliciting Vendor's employees and Customers and their employees.

(c) Vendor shall secure from its Subcontractors performing Services covenants not to compete with Vendor with respect to the award of the particular Services for which Subcontractor was engaged to perform under the Subcontract. With the exception of termination for convenience, the covenant not to compete will be coterminous with the CTSA. In the event DIR terminates the CTSA for convenience, the covenant not to compete may continue for a term of not more than one year from the date of termination of the Subcontract.

Section 4.07 Security of Premises, Equipment, Data, and Personnel.

Vendor may, from time to time during the performance of the CTSA, have access to the premises, Equipment, software and other property, including data, files and/or materials (collectively referred to as "data") belonging to DIR or Customers. Vendor will use its commercial best efforts to preserve the safety, security, and the integrity of the premises, Equipment, data and other property of DIR or Customer, in accordance with the instruction of DIR or Customers. Vendor will be responsible for damage to DIR or Customer's equipment, software, workplace, and its contents, when such damage is caused by Vendor's employees, agents or Subcontractors.

Section 4.08 Background and/or Criminal History Investigation.

Prior to commencement of any Services, background and/or criminal history investigation of certain of the Vendor's employees, agents and Subcontractors who will be involved in the provision of Services to DIR under the CTSA, or to Customers under a TEX-AN NG Customer Services Agreement, may be performed by DIR or certain Customers per Section 411.1405 of the Texas Government Code, having legislative authority to require such investigations. Should any employee, agent, or Subcontractor of the Vendor who will be involved in the provision of Services to DIR under the CTSA, or to a Customer under a Customer Services Agreement, not be acceptable to DIR or Customer, in their sole and absolute discretion, as a result of the background and/or criminal history check, then DIR or Customer, in their sole and absolute discretion, may immediately require replacement of the employee, agent or Subcontractor in question.

Article 5. Governing Law and Regulations.

Section 5.01 Governing law and venue.

This CTSA is governed by the laws of the State without regard to conflict of laws principles, and interpreted in accordance with Texas law. Provided Vendor first complies with the procedures set forth in *Section 11.10 Dispute Resolution,* proper venue for a claim arising from this CTSA will be in a State court in Travis County, Texas.

Section 5.02 Vendor responsibility for compliance with laws and regulations.

(a) Vendor is responsible for compliance with all laws, regulations, and administrative rules that govern the performance of the Services including, but not limited to, all State and Federal telecommunications laws, tax laws, State and Federal employment and immigration laws, State and Federal regulatory requirements, and licensing provisions.

(b) Vendor is responsible for ensuring each of its employees, agents, or Subcontractors who are involved in the provision of Services under this CTSA are legally eligible to work in the State and the United States, properly licensed, certified, and/or have proper permits to perform any activity related to the Services.

(c) Vendor warrants that the Services comply with all applicable Federal, State, County and Municipal laws, regulations, codes, ordinances, guidelines, and policies. Vendor will indemnify DIR and any Customer from and against any losses, liability, claims, damages, penalties, costs, fees, or expenses arising from or in connection with Vendor's failure to comply with or violation of any Federal, State, and County and Municipal law, regulation, code, ordinance, or policy.

Section 5.03 Compliance with Immigration laws.

Vendor shall comply with the requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of 1996 Act , who will perform any labor or services under this CTSA.

Section 5.04 Equal Opportunity Compliance.

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including Federal or State laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States will, on the grounds of race, color, religion, national origin, sex, age, veteran status, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any TEX-AN NG Program or activity performed by Vendor under this CTSA. If Vendor is found by DIR, in its sole and absolute discretion, any regulator with jurisdiction over Vendor's Services, or a court of competent jurisdiction to not be in compliance with these requirements during the term of this CTSA, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its non-discriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

Section 5.05 Historically Underutilized Business (HUB) Program.

Vendor shall comply with Chapter 2161, Texas Government Code in the provision of Services under this Contract. Vendor's HUB Subcontracting Plan is incorporated into the

CTSA as *Exhibit I.* Vendor shall comply with the HUB Program Rules for reporting HUB subcontractor participation in the CTSA and for changing the HUB Subcontracting Plan throughout the Term.

Article 6. Service Levels and Performance Measurement.

Section 6.01 Performance measurement.

Satisfactory performance of this CTSA will be measured by:

(a) Adherence to this CTSA, including all representations, warranties and covenants;

(b) Compliance with Project work plans, schedules, and milestones as mutually agreed in accordance with the TEX-AN NG Customer Services Agreements;

(c) Delivery of the Services in accordance with the Service Level Agreements agreed to in *Exhibit D Performance Management*;

(d) Results of audits performed by DIR or its representatives in accordance with *Article 8;*

(e) Timeliness, completeness, and accuracy of required reports agreed to in *Exhibit F Reporting*; and

(f) Achievement of other performance measures developed by Vendor and DIR and as modified from time to time by written agreement.

Article 7. Amendments.

Section 7.01 Amendments.

(a) Adjustments to *Exhibit C, Attachment C-1* initiated by either Party.

The process for submitting, reviewing and approving/disapproving and appealing proposed adjustments or recommendations for changes to any element contained in *Exhibit C, Attachment C-1*, upon mutual agreement, shall be in accordance with *Article 3* of *Exhibit C* to the CTSA. The Parties desire to develop and implement an electronic fast-track system for the continuous improvement of the Rates To DIR and Prices available to the Customers under the CTSA, without reliance on a formal amendment process. A mutually agreed upon change to the contents of *Exhibit C*, approved in accordance with *Article 3* of *Exhibit C,* shall be considered an approved amendment of the CTSA for all purposes.

(b) Amendments and modifications resulting from changes in law or contract and as mutually agreed.

Except for changes subject *to Section 7.01 (a)* above, this CTSA may be amended by mutual written agreement of the Parties if changes in Federal or State laws, rules, regulations, policies, guidelines, or circumstances affect the performance of the Services, provisions need to be added or amended within the CTSA, or as otherwise agreed to in writing by the Parties. The Parties developed appropriate procedures for amending or modifying the CTSA in the *CTSA Article 7 Contract Amendments*.

(c) Modifications resulting from imposition of remedies.

This CTSA may be modified under the terms of *Article 11 Remedies and Disputes* of this *Exhibit B.*

Section 7.02 Required compliance with amendment procedures.

No different or additional Services will be authorized or performed except pursuant to amendment of this CTSA that is executed in compliance with the CTSA. No waiver of any term, covenant, or condition of this CTSA will be valid unless executed by both Parties. Vendor will not be entitled to payment for any Services that are not authorized by this CTSA or a properly executed amendment to the CTSA, authorized through the express written (including electronic signature) authorization of DIR and Vendor.

Article 8. Audit and Financial Compliance.

Section 8.01 Financial record retention and audit.

Vendor agrees, and shall cause its agents and its Subcontractors to agree, to maintain supporting financial information and documents that are adequate to ensure compliance with this CTSA, and are sufficient to ensure the accuracy and validity of Monthly Consolidated Invoices to DIR and direct billing to Customers for certain direct sales transactions. Vendor agrees, and shall cause its agents and Subcontractors to agree, to maintain and retain such documents, including all original forms, records and associated documentation, for a period of four (4) years after the date of submission of the final billing or until the resolution of all litigation, claims, financial management reviews or audits pertaining to this CTSA, whichever is longer.

Section 8.02 Access to records, books, and documents.

(a) Upon 30 days notice by DIR, Vendor must provide, and cause its agents and its Subcontractors to provide, the officials and/or entities identified in this *Section 8.02* with prompt, reasonable, and adequate access to any records, books, documents, and papers that are directly pertinent to the performance of this CTSA and any TEX-AN NG Customer Service Agreements. Any access to facilities will be during normal working hours and subject to the security requirements of the facilities.

(b) Vendor and its agents and its Subcontractors must provide the access described in this *Section 8.02* upon DIR's request. This request may be for the following purposes:

(1) Audit;

(2) Investigation;

(3) Contract administration; or

(4) The making of copies.

(c) Reasonable access required must be provided to the following officials and/or entities with prior written notice:

(1) Any Independent Verification and Validation contractor or quality assurance contractor, when acting on behalf of DIR;

(2) The Office of the State Auditor or its designee;

(3) A State or Federal law enforcement agency;

(4) A special or general investigating committee of the Texas Legislature or its designee; and

(5) Any auditor or other entity identified by DIR.

(d) Vendor agrees, and will require its agents and its Subcontractors to agree, to provide reasonable access with prior written notice described wherever Vendor maintains such books, records, and supporting documentation. Vendor further agrees, and will require its agents and its Subcontractors to agree, to provide such access in reason-

able comfort and to provide any furnishings, Equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this *Section 8.02*.

(e) Subject to Vendor's compliance with the State Auditor's rights as authorized in Section 2262.003, Texas Government Code, DIR does not object to Vendor's request that any auditor, inspector or other entity identified by the State under this CTSA that requires access to Vendor's Confidential Information will be required to execute a confidentiality agreement protecting the confidentiality of Vendor's information, in form reasonably satisfactory to Vendor.

Section 8.03 State Auditor's Office Audit.

In addition to and without limitation on the other audit provisions of this CTSA, pursuant to Section 2262.003, Texas Government Code, acceptance of funds under the CTSA by Vendor acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor, and its agents and its Subcontractors, agree to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards pertaining to the CTSA. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

Section 8.04 Audits of Services, Deliverables and inspections.

(a) Upon notice from DIR, Vendor will provide, and will cause its agents and its Subcontractors to provide, such auditors and inspectors as DIR may from time to time designate, with access to:

(1) Vendor, agent and Subcontractor service locations, facilities, or installations; and

(2) Vendor, agent and Subcontractor Software and Equipment.

(b) Vendor must provide, and shall cause its agents and its Subcontractors to provide, as part of the Services, any assistance that such auditors and inspectors reasonably may require to complete such audits or inspections.

Section 8.05 Response/compliance with audit or inspection findings.

(a) Vendor must take action to ensure its employees', agents' or Subcontractors' compliance with or correction of any finding of non-compliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services or any other Deficiency contained in any audit, review, or inspection conducted under this *Article 8*. This action will include Vendor's delivery to DIR, for DIR's approval, a Corrective Action Plan in accordance with *Section 11.02(c)* that addresses Deficiencies identified in any audit(s), review(s), or inspection(s) within ten calendar days of the close of the audit(s), review(s), or inspection(s).

(b) Vendor must bear the expense of compliance with any finding of noncompliance under this *Section 8.05.*

(c) As part of the Services, Vendor must disclose to DIR, upon DIR's request, and will include in its Subcontracts a requirement that each of its Subcontractors will disclose upon request, a copy of those portions of its internal audit reports relating to the Services.

Section 8.06 Audit of telecommunications fees and surcharges, Rates To DIR, Prices and certifications filed pursuant to *Section 3.04* of the CTSA.

(a) Vendor will provide, and will cause its agents and its Subcontractors to provide, to DIR and its designees access to such financial records and supporting documentation reasonably requested by DIR to audit telecommunications fees and surcharges, Rates To DIR, Prices for direct sales transaction Customers and any certifications filed pursuant to *Section 3.04* of the CTSA.

(b) In addition to its monthly review and payment of Monthly Consolidated Invoices under the CTSA, DIR may audit the applicable telecommunications fees and surcharges, Rates To DIR, Prices to direct sales transaction Customers and any certifications filed under Section 3.04 of the CTSA to determine that such telecommunications fees and surcharges, Rates To DIR, Prices to direct sales transaction Customers and any certifications filed pursuant to *Section 3.04* of the CTSA are accurate and in accordance with this CTSA.

(c) Results of an audit of a certification filed pursuant to *Section 3.04* of the CTSA shall be implemented in accordance with *Section 3.04(b).* If, as a result of any other audits listed in Section 8.06 (b) above, DIR determines that Vendor has overcharged the State, DIR will notify Vendor in writing of the amount of such overcharge, and provide to the Vendor the work papers supporting such position. Vendor will promptly pay to DIR the undisputed amount of the overcharge, plus interest as calculated in accordance with Chapter 2251, Texas Government Code, for late payments, and the Parties will use good faith efforts to resolve any disputed amounts as soon as practicable. In the event such audit reveals an overcharge of five percent (5%) or more to DIR which is not disputed and is in excess of five percent (5%) of the total invoiced amounts for all products and services for such period, Vendor will reimburse DIR for the reasonable cost of this audit.

Article 9. Terms and Conditions of Vendor Billing and DIR and Customer Payment.

Section 9.01 Monthly Consolidated Invoice to DIR.

The Vendor shall provide DIR with a Monthly Consolidated Invoice which includes all Services provided by the Vendor to DIR, at the Rates To DIR and with any applicable telecommunications fees and surcharges as allowed by this CTSA, in electronic format, with the ability to batch load. All such Monthly Consolidated Invoices shall conform to the standards as set forth in *Exhibit F, Attachment F-17, Billing Plan*.

Section 9.02 Invoices for direct sales transactions to Customers.

The Vendor shall provide to each direct sales transaction Customer a monthly Invoice for the direct sales transaction Services provided to such Customer, in electronic format, at the Prices (Rates To DIR plus CRF) and with any applicable telecommunications fees and surcharges as allowed by this CTSA.

Section 9.03 Limitations on the right to Bill.

The Vendor shall not submit a bill for any Services prior to the SOCN date which is 2 business days after the order completion. The completion date controls the start and stop of the services billed. Vendor shall stop billing one day after the order completion date.

Section 9.04 Telecommunications fees and surcharges and taxes.

(a) If there are applicable FCC, PUC or other authorized telecommunications fees and surcharges in effect as of the date of this CTSA which may appear on billings to Cus-

tomers, they are disclosed in the appropriate section per Service in *Exhibit C* to the CTSA. Any additional FCC, PUC or other authorized telecommunications fees and surcharges applicable to any Service may only be imposed during the Term, upon a written amendment to authorize such imposition under the CTSA. Vendor acknowledges that certain Customers that are political subdivisions of the State, are exempt from the imposition and collection of certain State telecommunications fees, including the Texas Universal Service Fund Charge and the Texas Infrastructure Fund assessment. In addition, State agency Customers have additional exemptions from State telecommunications fees, including the 9-1-1 emergency service fee, 9-1-1 equalization surcharge, poison control surcharge, and late charges imposed under Section 55.010, Texas Utilities Code. Vendor agrees to not bill for any items which are not mandated by the FCC, PUC or other proper authority and which are otherwise not applicable to the Services and for which Vendor has requested and received valid exemption certificates from Customers. Vendor agrees to promptly correct any incorrect billings of telecommunications fees and surcharges that occur. Vendor acknowledges that DIR makes no representation about the exemption status of any Customers that are "assistance organizations." Vendor must request and receive any exemption certificates that may apply from each assistance organization directly.

(b) During the Term, all changes in the law or fee structures, which creates or authorizes Vendor to impose an unlisted telecommunications fees and surcharges on the Services, which Vendor desires to impose, shall require an amendment in order to be effective against the State, DIR and Customers. In the event of a change in the law or telecommunications fees and surcharges structures, which results in an exemption from payment in favor of the State, DIR and/or Customers, Vendor shall give effect to the exemption without the necessity of an amendment hereto based on the presentation of valid exemption certificates or other notice being provided to Vendor.

(c) Vendor acknowledges that certain Government Entity Customers are exempt from state sales, use and excise taxes, Section 151.309, Texas Tax Code, and Federal Excise Tax, 26 USC Sections 4253 (i) and (j). Vendor further acknowledges that State agency Customers are exempt from the assessment and collection of sales taxes imposed by political subdivisions of the State. See Sections 321.208 (municipalities) and 323.207 (counties), Texas Tax Code. The Government Entity Customers shall issue a tax exemption certificate upon request to Vendor. Vendor acknowledges that DIR makes no representation about the exemption status of any Customers that are "assistance organizations." Vendor must request and receive any exemption certificates that may apply from each assistance organizations directly.

Section 9.05 Reserved.

Section 9.06 Expenses.

Except as provided in this CTSA with respect to Rates To DIR, Prices to direct sales transaction Customers, and authorized telecommunications fees and surcharges, all other expenses incurred by Vendor in connection with its provision of the Services will not be paid by DIR or Customer unless agreed upon by DIR or Customer in writing. Vendor hereby waives any and all claims for additional compensation related to the Services except as set forth in *Exhibit C* hereto.

Section 9.07 Dispute Handling and Adjustments

(a) A billing inquiry is any question or issue about a Monthly Consolidated Invoice that may lead to a billing Dispute. It is DIR's responsibility to validate Vendor Monthly Consolidated Invoices each month. During that process, billing inquiries will arise, and the Vendor shall support DIR by timely answering or responding to billing inquiries. The Vendor shall respond within one Business Day of receipt of the billing inquiry.

(b) DIR has the right to file a billing Dispute. The Vendor shall investigate, report on and use reasonable business efforts to resolve Disputes within 60 calendar days that involve less than or equal to $15,000 and within 90 calendar days for disputes that involve amounts greater than $15,000. This time frame starts with the submission of the Dispute by DIR and ends with the satisfactory resolution of the Dispute. When warranted, Vendor shall issue Billing Adjustment(s) within 2 billing periods of resolution. DIR may require a revised Monthly Statement that does not contain the disputed item(s). Vendor shall allow non-payment by DIR for the disputed amount until there is a Dispute Resolution, as allowed by Chapter 2251, Texas Government Code.

(c) Direct sales transaction Customers shall have the same rights as DIR under *Section 9.07, Subsection (a) and (b)* above, for the Invoices they receive for direct sales transactions.

(d) If DIR or a direct sales transaction Customer disputes payment of all or any portion of an Invoice from the Vendor, DIR or the direct sales transaction Customer, respectively, will notify Vendor of such Dispute and the Parties, either DIR and Vendor or the direct sales transaction Customer and Vendor, as appropriate, will attempt in good faith to resolve the dispute in conformance with Chapter 2251, Texas Government Code. DIR and the direct sales transaction Customer will not be required to pay any disputed portion of a Vendor invoice. Notwithstanding any such Dispute, the Vendor must continue to perform the Services in compliance with the terms of this CTSA pending resolution of Disputes so long as all undisputed amounts continue to be paid to Vendor.

Section 9.08 Billing Adjustments

(a) A billing Adjustment is a modification or correction of a billing amount of an element of a Service or a SLA Credit. Billing Adjustments may be made on both recurring and non-recurring charges, and are used to settle Disputes and financial discrepancies.

(b) Vendors shall include in its Monthly Consolidated Invoice to DIR or its Invoices to direct sales transaction Customers, the following minimum items as billing Adjustments:

(1) Correction of a billing error discovered by Vendor, DIR or the direct sales transaction Customer, as appropriate;

(2) Back-billing;

(3) SLA Credits; and

(4) Any other elements Vendor considers Adjustments as set forth in its *Billing Plan, Exhibit F, Attachment F-17* hereto.

(c) The Vendor shall resolve all Disputes by any one of the three following approaches:

(1) Issue a proposed Dispute resolution for the full amount;

(2) Provide evidence acceptable to DIR or the direct sales transaction Customer, as appropriate that the disputed amount will be reduced; or

(3) Provide evidence acceptable to DIR or the direct sales transaction Customer, as appropriate, that the Dispute is not valid.

(d) For all Disputes, the Parties shall mutually agree to a resolution before issuing a billing Adjustment.

Section 9.09 Back-billing and POP moves.

(a) Rates To DIR or Prices to direct sales transaction Customers for Services inadvertently left off previous Monthly Consolidated Invoices or direct Invoices by the Vendor shall be back-billed no more than 120 calendar days for usage and 120 calendar

days for circuits (however, in no case may the back-billing include a time period prior to the delivery of the SOCN). Pursuant to PUC Rule 26.27, a six month limit from the date of discovery of an error applies to back-billing of all billed Services. Back-billing shall be included in the Adjustments.

(b) Vendor Initiated Point of Presence location moves for standard services shall not adversely affect the existing Rates To DIR and/or Prices to direct sales transaction Customers for a Service while under a term commitment. Vendor shall provide DIR and affected Customer(s) no less than sixty (60) days advance written notice of the amount of an adverse change when a Vendor initiated Point of Presence location move will result in an adverse change to Rates to DIR and/or Prices to direct sales transaction Customers.

Section 9.10 Liability for taxes, insurance and indemnification.

(a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR WILL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDORS', AGENTS' AND SUBCONTRACTORS' EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS TEX-AN NG COMMUNICATIONS TECHNOLOGY SERVICES AGREEMENT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR'S EMPLOYEES, AGENTS OR SUBCONTRACTORS WILL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. DIR AND/OR THE STATE WILL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

(b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS DIR, ALL CUSTOMERS, THE STATE AND/OR EACH OF THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS IN THEIR PERFORMANCE UNDER THIS TEX-AN NG COMMUNICATIONS TECHNOLOGY SERVICES AGREEMENT. VENDOR WILL BE LIABLE TO PAY ALL REASONABLE COSTS OF DEFENSE INCLUDING REASONABLE ATTORNEYS' FEES AND OUT OF POCKET EXPENSES. THE DEFENSE WILL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

Section 9.11 Independent Contractor status.

Vendor will perform the Services under this CTSA as an independent contractor and not as an agent or as a representative of DIR.

Section 9.12 No additional consideration.

Vendor, its agents and its Subcontractors will not be entitled to nor receive from DIR any additional consideration, compensation, salary, wages, or any other type of remuneration for Services rendered under this CTSA, except as set forth in *Exhibit C*. Specifically, Vendor will not be entitled by virtue of this CTSA to any consideration in the form of overtime,

health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever. In addition, all costs associated with transportation, delivery, and insurance relating to the Vendor's, agents' or Subcontractors' performance of this CTSA will be paid for by the Vendor.

Section 9.13 Additional Terms of Payment.

(a) Payments due by DIR or Customers under this CTSA, or a TEX-AN NG Customer Services Agreement will be made as follows:

(1) Customers who are Government Entities will make payments in accordance with the Texas Prompt Payment law, Texas Government Code, Chapter 2251.

(2) Customers who are either private institutions of higher education or assistance organizations (as both are described in the definition of "Customer" in Section 21 to Exhibit A ("Definitions")) will make payment within 30 days after the date of the invoice. Such Customers will reimburse Vendor for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. In addition, Vendor may charge such Customers with late payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments.

(b) All checks remitted in payment of amounts due hereunder will refer to the invoice number. Restrictive endorsements or other statements on checks are void.

Section 9.14 Payments for Services.

During the term of this CTSA, Vendor will receive funds in consideration for the Services, calculated in accordance with *Exhibit C*. Payment for Disentanglement Services will be in accordance with the Disentanglement Plan agreed to between the Parties, in accordance with *Section 11.06 Payment and other provisions at CTSA termination, subsection (d)*.

Section 9.15 Reporting of direct sales transactions and payment to DIR of CRFs.

(a) Reporting Responsibility.

(1) Vendor shall be responsible for reporting all direct sales transaction Services purchased under the CTSA. Vendor shall file the monthly reports, subcontract reports, and pay the CRFs in accordance with the due dates specified in this *Section 9.15.*

(2) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this Section, including but not limited to, compliance checks of Vendor's applicable CTSA books and records in accordance with terms and conditions of *Article 8*.

(b) Detailed Monthly Report.

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR, upon mutual agreement, showing the dollar volume of any and all direct sales transaction Services sold under the CTSA for the previous month period. The Parties have agreed to data and formats, to include detailed data for quotes, orders, trouble tickets, billing, Service Level Agreements and network monitoring and formats to include email, delimited flat file and web services XML. Reports shall be submitted to the DIR E-Mail Box at ict.sales@dir.texas.gov. Reports are due on the thirtieth (30th) calendar day of the month after the close of the previous month period. The monthly report shall include, per direct sales transaction: the detailed direct

transaction sales for the period, Customer name, Invoice date, Invoice number, Description, quantity, unit Price, extended Price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information listed above per direct sales transaction or the report will be rejected and returned to the Vendor for correction in accordance with this *Section 9.15.*

(c) Historically Underutilized Businesses Subcontract Reports.

(1) Vendor shall electronically provide each direct sales transaction Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the CTSA, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

(2) Reports shall be due in accordance with the CPA rules governing the HUB program.

(d) CRFs.

(1) The CRFs shall be paid by Vendor to DIR for each direct sales transaction under the CTSA. The CRF per direct sales transaction Service is specified in the CTSA at *Exhibit C*. Payment of the CRFs shall be due on the thirtieth (30th) calendar day after the close of the previous month period.

(2) Vendor shall reference the CTSA contract number on any remittance instruments.

(e) Accurate and Timely Submission of direct sales transaction sales Reports.

(1) The direct sales transaction sales reports and CRFs paid shall be accurate and timely and submitted in accordance with the due dates specified in this Section. Vendor shall correct any inaccurate reports or CRF payments within five (5) Business Days upon written notification by DIR. Vendor shall deliver any late reports or late CRF payments within five (5) Business Days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or CRF payments or deliver late reports and CRF payments within five (5) Business Days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval, in its sole and absolute discretion.

(2) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and CRF payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in *Section 8.04* of this *Exhibit B*, at Vendor's expense.

Article 10. Disclosure and Confidentiality of Information.

Section 10.01 Confidentiality.

(a) Vendor shall, and Vendor shall cause its agents and its Subcontractors to, treat all information that is obtained through performance of the Services under this CTSA, including, information relating to DIR, Customers and Authorized End Users of the TEX-AN NG Program as Confidential Information to the extent that confidential treatment is provided under State and Federal law, regulations, or administrative rules.

(b) Vendor is responsible for understanding the degree to which information obtained through performance of this CTSA is confidential under State and Federal law, regulations, or administrative rules. Vendor is responsible for causing its agents and

Subcontractors to understand the degree to which information obtained through performance of the CTSA is confidential under State and Federal law, regulations, or administrative rules.

(c) Vendor shall, and cause its employees, agents and Subcontractors to, not use any information obtained through performance of this CTSA in any manner except as is necessary to the proper discharge of obligations and securing of rights under this CTSA. In addition, Vendor will only disclose that information to its employees, agents, and Subcontractors on a need-to-know basis.

(d) Vendor must have systems in effect to protect all records and all other documents deemed Confidential Information that are maintained in connection with the Services. Any disclosure or transfer of Confidential Information by Vendor, including information required by DIR, will be in accordance with applicable State and Federal law, regulations, or administrative rules. If the Vendor receives a request for information deemed to be Confidential Information, the Vendor will immediately notify DIR of such request, and will make best efforts to protect such information from public disclosure.

(e) In addition to the requirements expressly stated in this *Section 10.01*, Vendor must comply with any policy, rule, or requirement of DIR that relates to the safeguarding or disclosure of information relating to the TEX-AN NG Program recipients, Vendor's operations, or Vendor performance of this CTSA. A copy of such policy, rule or requirement will be provided to Vendor upon request.

(f) In the event of the expiration or termination of this CTSA for any reason all Confidential Information of a Party, disclosed to, and all copies thereof made by, the other Party will be returned to the disclosing Party or, and to the extent authorized by applicable record retention laws and policies, at the disclosing Party's option, erased or destroyed. The recipient of the Confidential Information will provide the disclosing Party certificates evidencing such erasure or destruction. Notwithstanding anything in this CTSA to the contrary, the Vendor may retain safeguarded (and encrypted if Sensitive Personal Information as defined under the laws of the State is included) copies of the following records and data it receives or prepares during or in connection with the TEX-AN NG Program and CTSA, to comply with the record keeping requirements of *Section 8.01* and for archival and defense purposes:

(1) Supporting financial information and documents that are adequate to ensure CTSA compliance and are sufficient to ensure the accuracy and validity of Vendor Invoices;

(2) Financial information, records and reports;

(3) Transaction logs;

(4) Vendor's customer database data files;

(5) Human resources documentation;

(6) Audit reports;

(7) Operational reporting (e.g. security logs, security metrics reporting/audits, and relevant network reports/logs); and

(8) Data for the TEX-AN NG Program and CTSA and its applications, including maintenance log files, uptime log files, relevant network access log files, and other required analytics.

(g) The obligations in this Section will not restrict any disclosure by a Party pursuant to any order of a court or government agency, including the Public Information Division of the Office of the Texas Attorney General, or as otherwise authorized to be revealed by law provided that the disclosing Party will give prompt written notice to the

non-disclosing Party of such order or other authorization to the extent practicable and not prohibited by law, governmental authority or legal process.

(h) With the exception of Confidential Information of Customers, Confidential Information of a Party will not be afforded the protection of this CTSA if such data was:

(1) Already known to the receiving Party without restrictions at the time of its disclosure by the furnishing Party;

(2) Independently developed by the receiving Party without reference to the furnishing Party's Confidential Information;

(3) Rightfully obtained by the other Party without restriction from a third party after its disclosure by the furnishing Party;

(4) Publicly available other than through the fault or negligence of the other Party; or

(5) Released without restriction to anyone.

(i) DIR will require its agents and Subcontractors to comply with the terms of this *Section 10.01* as it relates to Vendor Confidential Information. Subject in all cases to *Section 10.01(g)*, DIR will not disclose Vendor Confidential Information to its agents or contractors who are direct competitors of Vendor. Prior to disclosing Vendor Confidential Information to other Vendors, DIR will obtain approval from Vendor, whose consent to use will not be unreasonably withheld or delayed, and an executed confidentiality agreement from the anticipated recipient of such Vendor Confidential Information in a form acceptable to Vendor.

Section 10.02 Disclosure of DIR's and Customers' Confidential Information.

(a) The Parties will report any and all unauthorized disclosures or uses of either Party's Confidential Information that may have been disclosed in an unauthorized manner. The Parties acknowledge that any publication or disclosure of either Party's Confidential Information to another party may cause immediate and irreparable harm to either Party and may constitute a violation of State or Federal laws. If the Parties should publish or disclose such Confidential Information to another party without authorization, the affected Party will immediately be entitled to seek injunctive relief or any other remedies to which it is, or they are, entitled under law or equity without requiring a cure period as described in *Article 11*.

(b) Vendor will require its agent(s) and/or its Subcontractor(s), to comply with the terms of this *Article 10*.

Section 10.03 Requests for public information.

(a) Vendor acknowledges that DIR and some of the Customers are subject to the Public Information Act (Chapter 552, Texas Government Code). Vendor also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Office of the Texas Attorney General concerning the Public Information Act. DIR agrees that it will promptly notify Vendor of each request for disclosure of public information filed in accordance with the Public Information Act that requests any of the Vendor's Confidential Information, including data to which Vendor has a proprietary or commercial interest. DIR will deliver all copies of such requests for public information to Vendor in accordance with Chapter 552, Texas Government Code.

(b) With respect to any information that is the subject of a request for disclosure, Vendor is solely responsible for and required to demonstrate to the Office of Texas Attorney General the specific reasons why the requested information is confidential or otherwise exempted from required public disclosure under the Public Information Act. Vendor will provide DIR with copies of all such communications.

(c) To the extent authorized under the Public Information Act, DIR agrees to safeguard from disclosure information received from Vendor that the Vendor believes to be Confidential Information. Vendor must clearly mark all information for which it believes an exception from public disclosure exists under the Public Information Act as Confidential Information or provide written notice to DIR that it considers the information to be Confidential Information.

(d) Under the terms of the CTSA, DIR may provide Vendor with information related to Customers, Authorized End Users and/or the TEX-AN NG Program. Vendor will not re-sell or otherwise distribute or release any such information to any party in any manner without DIR's, the Customer's or the Authorized End User's, as appropriate, express written consent (which consent shall be in their sole and absolute discretion), unless such disclosure is required by law or pursuant to *Section 10.01(g)* herein.

Section 10.04 Unauthorized acts.

Each Party agrees to:

(a) Notify the other Party promptly of any unauthorized possession, use, or knowledge, or any unauthorized attempt to possess, use or gain knowledge, of any Confidential Information by any person or entity that may become known to it;

(b) Promptly furnish to the other Party full details of the unauthorized possession, use, or knowledge, or any unauthorized attempt to possess, use or gain knowledge, and use reasonable efforts to assist the other Party in investigating or preventing the recurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information. For DIR the reasonable efforts to assist Vendor shall be subject to and limited by the Texas Public Information Act and any other applicable laws; and

(c) Cooperate with the other Party in any litigation and investigation against third parties deemed necessary by such Party to protect its proprietary rights. For DIR the reasonable efforts to assist the Vendor shall be subject to and limited by the Texas Public Information Act and any other applicable laws.

Section 10.05 Legal action.

Vendor shall provide prompt written notice to DIR and/or Customer of Vendor's intent to file any legal action with respect to any unauthorized possession, use or of any attempt to possess, use or gain knowledge of DIR and/or Customers' Confidential Information and DIR (and/or Customers, as applicable) shall have the right to participate in any such action.

Article 11. Remedies and Disputes.

Section 11.01 Understanding and expectations.

The remedies described in this *Article 11* contemplate Vendor's timely and responsive performance of the Services in accordance with all the terms of this CTSA, and to the creation of a flexible and responsive relationship between the Parties. Notwithstanding the foregoing, DIR reserves the right to proceed with all remedies available to it when such action would be in the best interest of the State. Billing Disputes are governed by Section 9 of these Terms and Conditions.

Section 11.02 Tailored remedies.

(a) Understanding of the Parties.

Vendor agrees and understands that DIR may pursue tailored contractual remedies for noncompliance with this Contract in the event Vendor does not comply with the non-operational, contract management obligations. At any time and at its sole and absolute discretion, except as agreed upon by the Parties in Exhibit D ("Performance Management") and as otherwise expressly provided in this *Article 11*, DIR may impose or pursue one remedy for each item of noncompliance and will determine remedies on a case-by-case basis. DIR's pursuit or non-pursuit of a tailored remedy does not constitute a waiver of any other remedy that DIR may have at law or equity, including, but not limited to, the remedies set forth in *Section 11.03* below. Except as agreed upon by the Parties in Exhibit D ("Performance Management") and as otherwise expressly provided in this Article 11, prior to imposing any remedy, DIR will provide notice to the Vendor of the Deficiency, and such notice shall include a reasonable cure period in accordance with *Section 11.02 (b),* or as specified elsewhere in this CTSA.

(b) Notice and opportunity to cure for Deficiencies.

(1) Within ten calendar days (or another date approved by DIR) of Vendor's receipt of written notice of a Deficiency, Vendor shall provide DIR a written response that:

(A) Explains the reasons for the Deficiency, Vendor's plan to address or cure the Deficiency, and the date and time by which the Deficiency will be cured; or

(B) If Vendor disagrees with DIR's findings, its reasons for disagreeing with DIR's findings.

(2) Vendor's proposed cure of a Deficiency is subject to the approval of DIR, in its sole and absolute discretion. Vendor's repeated commission of Deficiencies or repeated failure to resolve any such Deficiencies may be regarded by DIR as a Material Breach and entitle DIR to pursue any other remedy provided in this CTSA or any other appropriate remedy DIR may have at law or equity.

(c) Notice and opportunity to cure for Material Breach.

(1) DIR will notify Vendor in writing of any Material Breach.

(2) Vendor will, within ten calendar days (or another date approved by DIR) of receipt of written notice of a Material Breach, provide DIR a detailed written corrective action plan to correct or resolve such Material Breach (a Corrective Action Plan).

The Corrective Action Plan must provide:

(A) A detailed explanation of the reasons for the cited Material Breach;

(B) Vendor's assessment or diagnosis of the cause of the Material Breach; and,

(C) A specific proposal to cure or resolve the Material Breach promptly and completely.

(3) Vendor shall submit the Corrective Action Plan by the deadline set forth in DIR's notice of Material Breach. The Corrective Action Plan is subject to approval or modification by DIR, in its sole and absolute discretion.

(4) DIR will notify Vendor in writing of DIR's final disposition of the Corrective Action Plan. If DIR accepts Vendor's proposed Corrective Action Plan, DIR may:

(A) Condition such approval on completion of tasks in the order or priority that DIR may prescribe;

(B) Disapprove portions of Vendor's proposed Corrective Action Plan; or

(C) Require additional or different Corrective Action Plan(s).

(5) At any time during this process, DIR reserves the right, in its sole and absolute discretion, to:

(A) Suspend all, or part of, this CTSA; or

(B) Issue a written Stop Marketing Order which prohibits Vendor from further marketing the Services during investigation of the alleged Material Breach and pending corrective action, if necessary, by Vendor, or a decision by DIR to terminate the CTSA for Cause. DIR may delay the implementation of the Stop Marketing Order if it affects the completion of any of the Services in accordance with a Customer's and/or Authorized End Users' approved schedule under a TEX-AN NG Customer Services Agreement.

(6) DIR's acceptance of a Corrective Action Plan under this *Section 11.02* will not:

(A) Excuse Vendor's prior Material Breach(es) and/or Deficiencies;

(B) Relieve Vendor of its duty to comply with performance standards; or

(C) Prohibit DIR from assessing additional tailored remedies or pursuing other appropriate remedies for continued Deficiencies or Material Breaches.

(d) Administrative remedies.

(1) At its sole and absolute discretion, DIR may impose one of the following remedies for each Deficiency and/or Material Breach, and will determine the scope and severity of the remedy on a case-by-case basis:

(A) Assess Credits in accordance with the terms of this CTSA;

(B) Conduct accelerated monitoring of Vendor including more frequent or more extensive monitoring by DIR or its agents;

(C) Require additional, more detailed, marketing and/or performance reports to be submitted by Vendor;

(D) Decline to extend this CTSA and/or approve any or all new TEX-AN NG Customer Service Agreements or renew of any or all TEX-AN NG Customer Service Agreements; and/or

(E) Terminate this CTSA in accordance with *Section 11.03*, provided, however, that the right to terminate hereunder shall be limited to those instances where:

1) The Deficiency constitutes a Material Breach;

2) DIR gives Vendor written notice of such Material Breach and specifies a reasonable cure period; and

3) Vendor does not cure the Material Breach within the applicable cure period.

(2) DIR will provide notice to Vendor of the imposition of an administrative remedy in accordance with this *Section 11.02*, with the exception of accelerated monitoring, which may be unannounced. DIR may require Vendor to file a written response in accordance with this *Section 11.02*.

(e) DIR Credits.

(1) Vendor acknowledges that with respect to matters covered by Exhibit D ("Performance Management"), DIR shall be entitled to assess Credits for such Deficiencies. DIR reserves the right, in its sole and absolute discretion, to waive all of part of any Credits, provided that all such waivers must be in writing, contain

the reasons for the waiver, and must be signed by an authorized executive of DIR.

(2) The Credits prescribed in Exhibit D ("Performance Management") are not intended to be in the nature of a penalty, but are intended to be reasonable estimates of DIR's projected Damages resulting from Deficiencies.

(3) In accordance with *Exhibit D Performance Management*, DIR may elect, in its sole and absolute discretion, to collect Credits:

(A) through direct assessment and demand for payment delivered to Vendor; or

(B) by deduction of amounts assessed as Credits as set-off against payments then due to Vendor for the Services or that become due at any time after assessment of the Credits. DIR will make deductions until the full amount payable by the Vendor is received by the State.

(f) Equitable Remedies.

(1) Vendor acknowledges that DIR, the Customers and the State would be irreparably harmed by any Material Breach and that money Damages alone will not provide an adequate remedy therefore. Upon occurrence of a Material Breach or a threatened Material Breach, DIR, for and on behalf of the Customers and the State, shall be entitled to seek immediate injunctive or other equitable relief, without the necessity of proving actual Damages. Such remedy shall not be deemed to be DIR's exclusive remedy for a Material Breach, but shall be in addition to all other remedies available to DIR at law or in equity.

(2) If a court of competent jurisdiction finds that Vendor has committed an uncured Material Breach (or attempted or threatened to commit a Material Breach), Vendor agrees that, without any additional findings of irreparable injury or other conditions to injunctive relief, it will not oppose the entry of an appropriate injunctive order compelling performance by Vendor and restraining it from committing any further Material Breaches (or attempted or threatened Material Breaches).

(g) Suspension of CTSA by DIR.

(1) In addition to its rights under *Section 11.02 (c) (5)* and in Exhibit D ("Performance Management"), DIR may suspend performance of all or any part of this CTSA if DIR has reason to believe that Vendor, its agents and/or its Subcontractors, have committed, assisted in the commission of, or failed to take appropriate action concerning fraud, malfeasance or misfeasance concerning this CTSA and, if DIR, in its sole and absolute discretion, believes that the suspension is necessary to prevent material loss or material damages to the State, and the portion of the CTSA being suspended

(A) has a direct relationship to the alleged fraud, malfeasance or misfeasance concerning this CTSA; or

(B) DIR determines that suspension of this CTSA in whole or in part is convenient or in the best interests of the State or the TEX-AN NG Program.

(2) DIR will notify Vendor in writing of its intention to suspend this CTSA in whole or in part and of the facts or matter leading to such decision.

(h) Suspension of Customer Service or Service Component by Vendor.

DIR and/or Customer, as appropriate will ensure that the Site at which Vendor installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use,

transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. In the event Vendor encounters Hazardous Materials at the Site where Vendor is to install, maintain or provide Services and determines that such Materials present an unsuitable and unsafe working environment at the Site, Vendor will immediately notify DIR and the affected Customer in writing of that determination along with detail sufficient to enable DIR and the affected Customer to be fully informed as to the basis for Vendor's determination. In addition, Vendor may, at its sole option after provision of such notification, suspend performance of affected Services at that Site until the Hazardous Materials have been removed and remediated, at DIR's or the affected Customer's expense in accordance with applicable law.

Section 11.03 Termination of CTSA.

Prior to the Expiration Date, this CTSA may be terminated in whole or in part for any of the following reasons:

(a) Termination by mutual agreement of the Parties.

This CTSA may be terminated by mutual agreement of the Parties. Such agreement must be in writing.

(b) Termination in the best interest of the State.

DIR may terminate this CTSA on 30 days prior written notice to Vendor, without penalty to or other liability on DIR, at any time when, in its sole discretion, DIR determines that termination is in the best interests of the State. The termination will be effective on the date specified in DIR's notice of termination. Notwithstanding the foregoing, Purchase Orders for products and services that either include a term commitment or minimum purchase commitment, issued by Customer prior to the termination of the CTSA, shall survive such termination.

(c) Termination for non-appropriation of funds.

(1) DIR, in its capacity as a direct Customer to Vendor.

All Purchase Orders under this CTSA are subject to termination, either in whole or in part, without penalty to DIR or the State, as a result of non-appropriation of State funds allocated to DIR. DIR is a State agency whose authority and appropriations are subject to actions of the Texas Legislature and appropriate State executive officers, and whose lack of funds from State sources is subject to governmental action. If DIR becomes subject to a legislative, executive or other appropriate governmental body change, revocation of statutory authority, lack of appropriated funds which ceases to fund DIR's participation under the CTSA beyond the then-current budget period, Purchase Orders under this CTSA will be terminated by DIR, either in whole or in part, under this *Section 11.03 (c)(1),* without penalty to, or other liability of DIR and the State. DIR will make a commercially reasonable effort to provide at least thirty (30) Business Days prior notice to Vendor of any non-appropriation of State funds that would entitle DIR to terminate pursuant to this *Section 11.03 (c)(1)*.

(2) DIR, on behalf of Customers, in its capacity pursuant to Chapter 2170, Texas Government Code.

Vendor and DIR agree that when DIR is acting in its capacity pursuant to Chapter 2170, Texas Government Code, it acts and issues Purchase Orders under this CTSA on behalf of Customers. All Purchase Orders under this CTSA is subject to termination, in whole or in part, without penalty to DIR, the State or any affected Customer, as a result of non-appropriation of Customer funds. Customers under this CTSA are state agencies and local governmental entities whose appropriations are subject to actions of the respective governing bodies

for such government Customers. If a Customer(s) becomes subject to an act of non-appropriation of funds which ceases to fund Customer(s) participation under this CTSA beyond the then-current budget period, the Customer(s) participation under a Purchase Order under this CTSA will be terminated by DIR, on behalf of such Customer(s), either in whole or in part, under this *section 11.03 (c)(2),* without penalty to, or other liability of DIR, the State or the Customer(s)subject to the act of non-appropriation of funds. DIR will make a commercially reasonable effort to provide written notice to Vendor within ten (10) Business Days of DIR's receipt of notice of non-appropriation from a Customer that would entitle DIR to terminate pursuant to this *Section 11.03 (c)(2).* Customers that are assistance organizations under Section 2170.004 (6), Texas Government Code and private institutions of higher education under Section 2170.004 (5), Texas Government Code do not have the authority to terminate their respective participation under the CTSA by reason of an act of non-appropriation.

(3) Notwithstanding any termination pursuant to this Section 11.03(c), the applicable Purchase Orders shall remain in effect until the end of the then-current budget period.

(d) Termination for Cause by DIR.

Subject to the applicable notice and cure provisions in *Section 11.02 (c)*, DIR reserves the right to terminate this CTSA, in whole or in part, without recourse, upon Vendor's Material Breach including but not limited to the following conditions (each a Cause):

(1) Failure to adhere to laws, rules, ordinances, or orders.

(A) DIR may terminate this CTSA upon making a determination, in its sole and absolute discretion, that Vendor failed to adhere to any laws, ordinances rules, regulations, or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Vendor's duties under this CTSA.

(B) DIR may terminate this CTSA if a court of competent jurisdiction finds Vendor failed to adhere to any laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Vendor's duties under this CTSA.

(2) Breach of confidentiality.

DIR may terminate this CTSA if Vendor breaches *Article 10* or confidentiality laws with respect to the Services provided under this CTSA.

(3) Termination for gifts and gratuities.

(A) DIR may terminate this CTSA following its determination that Vendor, its employees, agents or Subcontractors have either offered or given any Thing of Value to an officer or employee of DIR, a Customer or the State in violation of State law. DIR may terminate this CTSA following a determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given a Thing of Value to an officer or employee of DIR, a Customer or the State in violation of State law.

(B) Vendor must include a similar provision to that in *Section 11.03(d)(3)(A)* above, in each TEX-AN NG Customer Service Agreement and all Subcontracts and will enforce this provision against an agent or a Subcontractor who has offered or given any Thing of Value to any of the persons

or entities described in this *Section 11.03(d*), whether or not the offer or gift was in Vendor's behalf.

(C) Termination of a Subcontract by Vendor pursuant to this provision will not be a cause for termination of this CTSA unless:

(1) Vendor fails to replace such terminated Subcontractor within a reasonable time; and

(2) Such failure constitutes Cause as described in this *Section 11.03.*

(D) For purposes of this Section, a Thing of Value means any item of tangible or intangible property that has a monetary value of more than fifty dollars ($50.00) and includes, but is not limited to, cash, food, lodging, entertainment, and charitable contributions. The term does not include contributions to holders of public office or candidates for public office who are paid and who reports such payments in accordance with State or Federal law.

(4) Termination for insolvency.

(A) DIR may terminate this CTSA if Vendor:

(1) Files for bankruptcy;

(2) Becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency, or the appointment of a receiver or similar officer for it which are not dismissed within 90 calendar days from the date of filing;

(3) Makes an assignment for the benefit of all or substantially all of its creditors; or

(4) Enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations.

(B) Vendor agrees to pay for all expenses of DIR including the cost of counsel, incident to:

(1) The enforcement of payment of all obligations of the Vendor by any action or participation in, or in connection with a case or proceeding under Chapters 7, 11, or 13 of the United States Bankruptcy Code, or any successor statute;

(2) A case or proceeding involving a receiver or other similar officer duly appointed to handle the Vendor's business; or

(3) A case or proceeding in a State court initiated by DIR when previous collection attempts have been unsuccessful.

(5) Prohibited Vendor's List.

DIR has the absolute right to terminate this CTSA, without recourse, in the event that:

(A) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control, or

(B) Vendor becomes suspended or debarred from doing business with the Federal government as listed in the Excluded Parties List System (EPLS) maintained by the General Services Administration, or

(C) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code.

Vendor will be provided written notice in accordance with *Article 11,* of intent to terminate.

(e) Termination for Cause by Vendor.

Vendor has the right to terminate or suspend provision of an affected Service or Service component with respect to a Customer that is either a private institution of higher education or an assistance organization (as both are described in the definition of "Customer" in Section 21 to Exhibit A ("Definitions")) upon thirty (30) days prior written notice (or such other timeframe as is reasonably practicable under the circumstances) to DIR and the affected Customer (i) if such Customer (A) commits a fraud upon Vendor; (B) utilizes the Service to commit a fraud upon another party; (C) unlawfully uses the Services; (D) abuses or misuses Vendor's network of Service; or (E) materially interferes with another customer's use of Vendor's network of Service; or (ii) if such Customer fails to pay undisputed charges due for the affected Service or Service component, provided such failure continues unremedied for 30 days after receipt of notice.

Section 11.04 Effective date of termination.

Termination pursuant to *Section 11.03* will be effective as of the date specified in the notice of termination.

Section 11.05 Extension of termination effective date.

Any termination date pursuant to Section 11.03 may be extended upon mutual agreement of the Parties.

Section 11.06 Payment and other provisions at CTSA termination.

(a) If DIR terminates this CTSA, DIR will pay Vendor within 30 Business Days of the effective date of termination (or as soon as practical thereafter taking into account appropriation and fund accounting requirements) any undisputed amounts due and third party costs associated with all completed, approved, and accepted Services as of the effective date of termination.

(b) DIR further agrees to negotiate in good faith with Vendor to equitably adjust and settle any accrued or outstanding liabilities and third party costs associated with a Service which:

(1) Is due or delivered prior to or upon termination of this CTSA; and

(2) Has been provisioned and is capable of use by DIR, a Customer and/or Authorized End User or the State, notwithstanding its status as not having been Accepted.

(c) Vendor must provide DIR all reasonable access to records, facilities, and documentation as is required to efficiently and expeditiously close out the Services under this CTSA.

(d) Vendor must prepare a Disentanglement Plan, which is acceptable to and approved by DIR, in its sole and absolute discretion. Implementation of such Disentanglement Plan will begin upon final approval by DIR.

(e) *Sections 11.06 (a) and (b)* shall only be applicable to Services, time and materials, and third party costs associated with work performed under the CTSA and/or TEX-AN NG Customer Service Agreements, if otherwise allowed hereunder.

(f) For all other Rates To DIR and Prices for direct sales transaction Services as set forth in *Exhibit C,* DIR or direct sales transaction Customers, as appropriate, will pay for all Services provided as of the effective termination date. *Article 9 Terms and Conditions of Vendor Billing and DIR and Customer Payment,* shall govern the billing and payment for Services under this *Section 11.06*.

(g) If DIR and/or Customer terminates a Service or Service Component prior to the date DIR and/or Customer's obligation to pay for Services begins, then DIR or Customer (whichever is the recipient of the Services) will reimburse Vendor for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

(h) If DIR terminates this CTSA or Service Component for a material breach, or if Vendor terminates a Service pursuant to Section 14.01(b) Infringement Indemnification provision, or if Vendor withdraws a Service for any reason other than for cause, or if DIR terminates due to non-appropriations or funding, then DIR will not be liable for the termination charges set forth in subsection (j)(i) below.

(i) If a direct sales transaction Customer terminates its relationship with Vendor under this CTSA, in whole or in part for material breach, or if Vendor terminates a Service pursuant to Section 14.01(b) Infringement Indemnification provision, or if Vendor withdraws a direct sales transaction Service for any reason other than cause, or if direct sales transaction Customer terminates due to non-appropriations or funding, then the direct sales transaction Customer will not be liable for the termination charges set forth in subsection (j)(ii) below.

(j) (i) If DIR terminates a Service or Service Component other than as set forth in subsection (h) above, or Vendor terminates an affected Service of Service Component for DIR 's Material Breach, DIR will pay termination charges as follows: (a) if termination occurs before the end of the Minimum Payment Period, DIR will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP), plus any charges incurred by Vendor from a third party (e.g., not a Vendor Affiliate) due to the termination.

(ii) If a direct sales transaction Customer terminates a direct sales transaction Service or a direct sales transaction Service Component other than as set forth in subsection (i) above, or Vendor terminates as affected direct sales transaction Service or direct sales transaction Service Component for direct sales transaction Customer 's Material Breach, the direct sales transaction Customer will pay termination charges as follows: (a) if termination occurs before the end of the Minimum Payment Period, the direct sales transaction Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated direct sales transaction Service or direct sales transaction Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP), plus any charges incurred by Vendor from a third party (e.g., not a Vendor Affiliate) due to the termination.

(k) The termination charges set forth in subsection (j) above will not apply if a terminated Service Component, either direct sales transaction or otherwise, is replaced with an upgraded Service Component at the same time, but only if (a) the Minimum Payment

Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (b) the upgrade is not restricted in the applicable Service Publication.

Section 11.07 Amendment of CTSA in the event of remedies.

DIR may propose an amendment of this CTSA in connection with the imposition of a remedy under this *Article 11*. Any amendments offered pursuant to this *Section 11.07* must be reasonable, limited to the matters causing the exercise of a remedy, and in writing. Vendor must negotiate such proposed amendments in good faith.

Section 11.08 Disentanglement assistance.

Upon receipt of notice of full or partial termination of this CTSA by DIR, Vendor will use commercially reasonable efforts to provide all Disentanglement assistance reasonably necessary to enable DIR and/or its designee to effectively close out this CTSA and transition the Services and Customers to another TEX-AN NG Vendor as provided in the Disentanglement Plan.

Section 11.09 Reserved.

Section 11.10 Dispute resolution.

(a) General agreement of the Parties.

The Parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any Dispute under this CTSA. The Parties express their mutual commitment to using all reasonable and informal means of resolving Disputes prior to invoking a remedy provided elsewhere in this *Article 11.*

(b) Duty to negotiate in good faith.

Any Dispute that in the judgment of any Party to this CTSA may materially or substantially affect the performance of any Party will be reduced to writing and delivered to the other Party. The Parties must then negotiate in good faith and use reasonable efforts to resolve such dispute and the Parties will not resort to pursuing further remedies unless they have reasonably determined that a negotiated resolution is not possible. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within ten Business Days.

(c) Claims for breach of CTSA.

(1) *General requirement.* As required by and in accordance with Chapter 2260, Texas Government Code, Vendor's claim for breach of this CTSA must be resolved in accordance with the dispute resolution process established by DIR.

(2) *Negotiation of claims*. The Parties expressly agree that the Vendor's claim for breach of this CTSA that the Parties cannot resolve in the ordinary course of business or through the use of all reasonable and informal means will be submitted to the negotiation process provided in Chapter 2260, Subchapter B, Texas Government Code.

The Parties expressly agree that the Vendor's compliance with Chapter 2260, Subchapter B, Texas Government Code, is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, Texas Government Code.

(3) *Contested case proceedings*. The contested case process provided in Chapter 2260, Subchapter C, Texas Government Code, will be Vendor's sole and ex-

clusive process for seeking a remedy for any and all alleged breaches of the CTSA by DIR if the Parties are unable to resolve their disputes under *Subsection (c)(2)* of this Section. The Parties expressly agree that compliance with the contested case process provided in Chapter 2260, Subchapter C, Texas Government Code, is a condition precedent to seeking consent to sue from the Texas Legislature under Chapter 107, Texas Civil Practices & Remedies Code. Neither the execution of this CTSA by DIR nor any other conduct of any representative of DIR relating to this CTSA shall be construed as or be considered a waiver of the State's sovereign immunity.

(4) *DIR rules.* The submission, processing and resolution of Vendor's claim is governed by the rules adopted by DIR pursuant to Chapter 2260, Texas Government Code, found at Title 1, Chapter 201, Texas Administrative Code.

(5) *Vendor's duty to perform.* Neither the occurrence of an event constituting an alleged breach of contract nor the pending status of any claim for breach of contract is grounds for the suspension of performance, in whole or in part, by Vendor of any duty or obligation with respect to the performance of Services under this CTSA and all TEX-AN NG Customer Service Agreements. Any changes to this CTSA as a result of a Dispute Resolution will be implemented in accordance with *Exhibit B, Article 7, Amendments and modifications.*

Section 11.11 Liability of Vendor.

(a) Subject to Section 15.03, Exhibit B of the CTSA, Vendor bears all risk of loss or damage due to:

(1) Defects in Services;

(2) Unfitness or obsolescence of Services; and

(3) The negligence or intentional misconduct of Vendor or its employees, agents, or Subcontractors;

(b) In addition to its obligations of indemnification under Sections 4.02 ("Responsibility for Vendor Personnel"), 5.02(e) ("Vendor Responsibility for Compliance with Laws and Regulations"), 9.10(a) ("Liability for Taxes, Insurance and Indemnification"), and 14.01 ("Infringement Indemnification"), Vendor shall indemnify and hold harmless the State, DIR and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, Subcontractors, or suppliers of Subcontractors in the execution or performance of the CTSA, a TEX-AN NG Customer Services Agreement and any Purchase Orders issued under the Contract; provided, however, that with respect to Vendor's failure (including the failure of Vendor's agents, employees, Subcontractors, or suppliers of Subcontractors) to deliver Services per the SLA specified in Exhibit D which result in a Credit being paid by Vendor as specified in that Exhibit, such Credits (and not the indemnification set forth in this Section 11.11(b)) will apply. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED (I) BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL FOR DIR AND FOR TEXAS STATE AGENCY CUSTOMERS, (II) BY CUSTOMER'S LOCAL COUNSEL FOR CUSTOMERS THAT ARE POLITICAL SUBDIVISIONS (INCLUDING COUNTIES, MUNICIPALITIES, OR DISTRICTS) AND (III) BY VENDOR'S LEGAL COUNSEL FOR CUSTOMERS THAT ARE EITHER PRIVATE INSTITUTIONS OF HIGHER EDUCATION OR ASSISTANCE ORGANIZATIONS (AS BOTH ARE DESCRIBED IN THE DEFINITION OF "CUSTOMER" IN SECTION 21 TO EXHIBIT A ("DEFINITIONS")). IN ADDITION, IN CASES WHERE EITHER THE OFFICE OF

THE TEXAS ATTORNEY GENERAL IS COORDINATING THE DEFENSE (UNDER SECTION 11.11(B)(I)) OR LOCAL COUNSEL IS COORDINATING THE DEFENSE (UNDER SECTION 11.11(B)(II)), VENDOR WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT VENDOR'S EXPENSE, BUT VENDOR AGREES NOT TO INTERFERE WITH EITHER THE OFFICE OF THE TEXAS ATTORNEY GENERAL'S OR LOCAL COUNSEL'S (AS THE CASE MAY BE) MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT. IN CASES WHERE VENDOR IS COORDINATING THE DEFENSE, THE AFFECTED CUSTOMER WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT CUSTOMER'S EXPENSE, BUT CUSTOMER AGREES NOT TO INTERFERE WITH VENDOR'S MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT. NOTWITHSTANDING THE FOREGOING, VENDOR DOES NOT WAIVE ANY DEFENSES UNDER TEXAS LAW.

(c) Vendor will ship all Equipment, if any, related to the provision of Services under this CTSA and any TEX-AN NG Customer Service Agreements entered into pursuant hereto, freight prepaid, FOB DIR's or Customer's destination or other designated location. The method of shipment will be consistent with the nature of the Equipment and hazards of transportation. Regardless of FOB point, Vendor agrees to carry adequate freight insurance and bear all risks of loss, damage, or destruction of Equipment, in whole or in part, ordered hereunder that occurs prior to written Acceptance, except loss or damage attributable to DIR's or Customer's fault or negligence; and such loss, damage, or destruction will not release Vendor from any obligation hereunder. After written Acceptance, the risk of loss or damage will be borne by DIR or the Customer, as appropriate, except loss or damage attributable to Vendor's fault or negligence.

Article 12. Assurances and Certifications

Section 12.01 Conflicts of interest.

(a) Representation.

Vendor agrees to comply with applicable State and Federal laws, rules, and regulations regarding conflicts of interest in the performance of its duties under this CTSA. Vendor warrants that it has no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with its performance under this CTSA.

(b) General duty regarding conflicts of interest.

Vendor will establish safeguards to prohibit employees, agents, and Subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Vendor will, and Vendor shall cause its agents and Subcontractors, to operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under this CTSA. Vendor has disclosed, in its Response to the RFO, any existing conflicts of interest, including any situations that create an appearance of a conflict of interest. Vendor has also disclosed the current or past employment of former state employees within 12 years of the date of its Response to the RFO, under the terms of the disclosure requirement contained in the RFO.

Section 12.02 Organizational conflicts of interest.

(a) Definition.

An organizational conflict of interest is a set of facts or circumstances, a relationship, or other situation under which Vendor, agent or Subcontractor has past, present, or currently planned personal or financial activities or interests that either directly or indirectly:

(1) Impairs or diminishes Vendor's, agent's or Subcontractor's ability to render impartial or non-discriminatory Services to DIR and the Customers; or

(2) Provides the Vendor, agent or Subcontractor an unfair competitive advantage in the Procurement and future DIR procurements.

(b) Warranty.

Except as otherwise disclosed and approved by DIR prior to the Effective Date of this CTSA, Vendor warrants that, as of the Effective Date and to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational conflict of interest affecting this CTSA. Vendor affirms that it has neither given, nor shall give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the Procurement process or in connection with the Procurement process except as allowed under relevant State and Federal law.

(c) Continuing duty to disclose.

(1) Vendor agrees that, if after the Effective Date, Vendor discovers or is made aware of an organizational conflict of interest, Vendor will immediately and fully disclose such interest in writing to DIR. In addition, Vendor must promptly disclose any relationship that might be perceived or represented as a conflict after its discovery by Vendor or by DIR as a potential conflict. DIR reserves the right, in its sole and absolute discretion, to make a final determination regarding the existence of conflicts of interest, and Vendor agrees to abide by DIR's decision.

(2) The disclosure will include a description of the action(s) that Vendor has taken or proposes to take to avoid or mitigate such organizational conflicts of interest.

(d) Remedy.

If DIR determines that an organizational conflict of interest exists, DIR may, at its sole discretion, terminate the CTSA. If DIR determines that Vendor was aware of an organizational conflict of interest before the award of this CTSA under the Procurement and did not disclose the conflict in its Response to the RFO, such nondisclosure will be considered a Material Breach. Furthermore, the facts and circumstances related to such Material Breach may be submitted to the Office of the Texas Attorney General, Texas Ethics Commission, or appropriate State or Federal law enforcement officials for further action.

(e) Flow down obligation.

Vendor must include the provisions of this *Section 12.02* in all agent agreements and Subcontracts for work to be performed similar to the Services provided by Vendor under this CTSA, and the terms CTSA, Vendor, and project manager modified appropriately to preserve the State's rights against such agents and Subcontractors.

Section 12.03 DIR personnel recruitment prohibition.

Vendor has not retained or promised to retain any agent, Subcontractor, person, or company, or utilized or promised to utilize an agent, or a Subcontractor that participated in DIR's development of specific criteria of this CTSA or who participated in the Procurement that resulted in the selection of the Vendor for this CTSA.

Vendor will not recruit or employ any DIR professional or technical personnel who have worked on Projects relating to the subject matter of this CTSA, or who have had any influence on decisions affecting the subject matter of this CTSA, for two (2) years following the expiration and/or termination of this CTSA.

Section 12.04 Anti-kickback provision.

Vendor certifies that it will comply with the Anti-Kickback Act of 1986, 41 USC §51-58 and Federal Acquisition Regulation 52.203-7.

Section 12.05 Debt or back taxes owed to the State.

In accordance with Section 403.055, Texas Government Code, Vendor agrees that any payments due to Vendor under this TEX-AN NG Communications Technology Services Agreement will be first applied toward any debt and/or back taxes Vendor owes the State. Vendor further agrees that payments will be so applied until such debts and back taxes are paid in full.

Section 12.06 Outstanding debts and judgments.

Vendor certifies that it is not presently indebted to the State, and that Vendor is not subject to an outstanding judgment in a suit by the State against Vendor for collection of the balance. For purposes of this Section, an indebtedness is any amount sum of money that is due and owing to the State and is not currently under dispute. A false statement regarding Vendor's status will be treated as a Material Breach.

Section 12.07 Antitrust.

In submitting a Response, and in executing this CTSA, Vendor certifies to the best of its knowledge and belief and agrees as follows:

(a) Neither Vendor, nor agent, nor Subcontractor, nor the person represented by the Vendor, nor any person acting for the represented person has:

(1) violated the antitrust laws codified by Sections 15.01, *et seq*., Texas Business & Commerce Code or the Federal antitrust laws; or

(2) directly or indirectly communicated the Response associated with this CTSA to a competitor or other person engaged in the same line of business.

(b) Vendor hereby assigns to DIR any and all claims for overcharges associated with products and services provided to DIR and Customers under this Contract, against its suppliers arising under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq*. (1973), as amended, and the antitrust laws of the State, Sections 15.01, *et seq*., Texas Business & Commerce Code.

Section 12.08 Agency Executive.

Under Texas Government Code, Section 669.003, relating to contracting with an executive of a state agency, Vendor represents that no employee, consultant, officer or director of Vendor, or any other person involved with Vendor, has, in the past four years, served as an executive of DIR, or any other State agency, was involved with or has any interest in the RFO or any CTSA resulting from the RFO. If Vendor employs or has used the services of a former executive head of DIR or other State agency, then Vendor shall provide DIR the following information concerning such individual: Name of former executive, name of State agency, date of separation from State agency, position with Vendor, and date of employment with Vendor.

Section 12.09 Deceptive Trade Practices; Unfair Business Practices.

Vendor to the best of its knowledge represents and warrants that neither Vendor nor any of its Subcontractors has been the subject of allegations of Deceptive Trade Practices violations under Chapter 17, Texas Business & Commerce Code, or allegations of any unfair business practice in any administrative hearing or litigation and that Vendor has not been found to be liable for such practices in such proceedings. Vendor to the best of its knowledge, represents and warrants that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit.

Article 13. Representations, Warranties and Covenants.

Section 13.01 Authorization.

Vendor hereby represents and warrants the following:

(a) The execution, delivery and performance of this CTSA has been duly authorized by Vendor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Vendor to enter into this Contract and perform its obligations under this CTSA.

(b) Vendor has obtained all licenses, assignments, certifications, permits, and authorizations necessary to perform the Services under this CTSA and currently is in good standing with all regulatory agencies that regulate any or all aspects of Vendor's performance of Services under this CTSA. Vendor will maintain all required certifications, licenses, permits, and authorizations during the term of this CTSA.

Section 13.02 Ability to perform.

Vendor warrants that it has the financial resources to fund the expenditures required to provide the Services under this CTSA without advances by DIR or assignment of any payments by DIR to a financing source.

Section 13.03 Workmanship and performance.

(a) All Services provided under this CTSA will be provided in a manner consistent with the standards of quality as outlined in this CTSA.

(b) All Services must meet or exceed the required levels of performance specified in or pursuant to this CTSA, and will meet or exceed DIR's Goals and Objectives, as set forth in the RFO, Section 1.3.

(c) Vendor shall, and shall cause its agents and Subcontractors to, perform the Services in a workmanlike manner, in accordance with best practices and high professional standards consistent with applicable industry standards used in well-managed operations performing Services similar to the Services awarded in this CTSA.

Section 13.04 Compliance with agreement.

Vendor agrees to provide written notice to DIR of any action substantially or materially inconsistent with any of the terms and conditions set forth in this CTSA.

Section 13.05 Infringement and misappropriation.

Vendor represents, warrants and covenants that the Services provided by Vendor will not infringe or misappropriate any right of, and will be free of any claim of, any third person or entity based on copyright, patent, trade secret, or other Intellectual Property rights. DIR agrees that the sole remedy for any breach of the foregoing is the indemnification set forth

in *Section 14.01* ("Infringement Indemnification") below. Vendor agrees that it shall take reasonable efforts to include the indemnity provision or substantially similar language as provided for in *Section 14.01(a)* into its Subcontracts, in which Subcontractors participate in the development or delivery of the Services or Software.

Section 13.06 Limited Warranty Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS CTSA, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR~~,~~ FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, VENDOR MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER).

Article 14. Intellectual Property.

Section 14.01 Infringement Indemnification.

(a) VENDOR WILL, AT ITS EXPENSE, INDEMNIFY, AND HOLD HARMLESS DIR AND THE CUSTOMERS, THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AND AGENTS FROM AND AGAINST ANY LOSSES, LIABILITIES, DAMAGES, PENALTIES, COSTS, FEES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPENSES, FROM ANY CLAIM OR ACTION AGAINST DIR AND/OR CUSTOMERS THAT IS BASED ON A CLAIM OF BREACH OF THE WARRANTY SET FORTH IN *SECTION 13.05* OF THE CONTRACT, DIR AND/OR CUSTOMERS WILL PROMPTLY NOTIFY VENDOR IN WRITING OF THE CLAIM, PROVIDE VENDOR A COPY OF ALL INFORMATION RECEIVED BY DIR AND/OR CUSTOMERS WITH RESPECT TO THE CLAIM, AND COOPERATE WITH VENDOR IN DEFENDING OR SETTLING THE CLAIM. THE DEFENSE WILL BE COORDINATED (i) BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL FOR DIR AND TEXAS STATE AGENCY CUSTOMERS, (II) BY CUSTOMER'S LOCAL COUNSEL FOR CUSTOMERS THAT ARE POLITICAL SUBDIVISIONS (INCLUDING COUNTIES, MUNICIPALITIES, OR DISTRICTS), AND (III) BY VENDOR'S LEGAL COUNSEL FOR CUSTOMERS THAT ARE EITHER PRIVATE INSTITUTIONS OF HIGHER EDUCATION OR ASSISTANCE ORGANIZATIONS (AS BOTH ARE DESCRIBED IN THE DEFINITION OF "CUSTOMER" IN SECTION 21 TO EXHIBIT A ("DEFINITIONS")). IN ADDITION, IN CASES WHERE EITHER THE OFFICE OF THE TEXAS ATTORNEY GENERAL IS COORDINATING THE DEFENSE (UNDER SECTION 14.01(A)(I)) OR LOCAL COUNSEL IS COORDINATING THE DEFENSE (UNDER SECTION 14.01(A)(II)), VENDOR WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT VENDOR'S EXPENSE, BUT VENDOR AGREES NOT TO INTERFERE WITH EITHER THE OFFICE OF THE TEXAS ATTORNEY GENERAL'S OR LOCAL COUNSEL'S (AS THE CASE MAY BE) MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT. IN CASES WHERE VENDOR IS COORDINATING THE DEFENSE, THE AFFECTED CUSTOMER WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT CUSTOMER'S EXPENSE, BUT CUSTOMER AGREES NOT TO INTERFERE WITH VENDOR'S MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT.

(b) If any Service, or part thereof, that is the subject of an action described in *Section 14.01(a)*, is held to constitute an infringement or misappropriation, or the use thereof

is enjoined or restricted or if a proceeding appears to Vendor to be likely to be brought with respect there to, Vendor will, at its own expense, either:

(1) Procure for DIR and/or the affected Customer the right to continue using the Services; or

(2) Modify or replace the Services to comply with the specifications in the CTSA, if any, and to not violate any Intellectual Property rights.

If Vendor does not believe that either of the foregoing alternatives is commercially reasonable, Vendor will provide DIR with written notice regarding same in which event Vendor and DIR will agree upon an alternative approach which may include termination of the affected Service.

Section 14.02 Exceptions.

Vendor is not responsible for any claimed breaches of the warranties set forth in *Section 14.01* to the extent caused by:

(a) Content submitted to the Service by DIR or a Customer (or their respective Affiliates or End Users); or

(b) Modifications made to the Service in question by any party other than Vendor or its agents or Subcontractors, or by Vendor working at the direction of DIR and/or Customer and/or their agents and in accordance with another vendors' specifications; or

(c) The combination, operation, or use of the Service with other items if Vendor did not supply or approve for use with the item; or

(d) Vendor's adherence to written specifications provided by DIR and/or Customers (or their respective Affiliates); or

(e) Use of the Service in violation of this CTSA; or

(f) DIR's and/or Customer's failure to use any new or corrected versions of the Service made available or provided by Vendor.

Section 14.03 Rights in data.

(a) DIR, Customers or Vendor will be and remain the owner of all data made available by DIR, Customers or Vendor pursuant to the CTSA. Vendor will not use DIR or Customer data for any purpose other than providing the Services, nor will any part of DIR or Customer data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties (other than with respect to providing the Services) or commercially exploited by or on behalf of Vendor, nor will any employee of Vendor other than those on a strictly need to know basis have access to DIR or Customer data. DIR or Customer will not disclose Vendors data to any third party nor will any employee of DIR or Customer, other than those on a strictly need to know basis, have access to Vendor's data. Vendor will not possess or assert any lien or other right against DIR or Customer data. Without limiting the generality of this *Section 14.03*, Vendor will only use personally identifiable information as strictly necessary to provide the Services and will disclose such information only to its employees who have a strict need to know such information, provided Vendor obtains such employees' written agreement to keep such information confidential and to use it only as required in the performance of Services. Vendor will comply at all times with all State and Federal laws and regulations applicable to such personally identifiable information. Additionally, Vendor may disclose such information to its Subcontractors who have a need to know in connection with the performance of Services, provided Vendor obtains such Subcontractors' written agreement to keep such information confidential and to use it only as required in the performance of Services.

(b) DIR or Customer is and will remain the owner of all DIR or Customer-specific data pursuant to the CTSA. Except as otherwise provided in this CTSA, or as otherwise restricted by law, and excluding Vendor Confidential Information and Proprietary Information, DIR and Customer may use the data provided by the Vendor for any purpose relating to the operation and enhancement of TEX-AN NG Program. DIR or Customer will not possess or assert any lien or other right against the Vendor's data.

Section 14.04 Ownership of pre-existing materials.

DIR or Customers and Vendor will continue to own their respective proprietary technologies and information developed before entering into the CTSA. Any software licensed through the Vendor and sold to DIR or Customers as a part of a Service, will be licensed directly to DIR or Customers, as appropriate. Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with Vendor or its supplier. DIR and Customer must comply with all such terms and conditions and they take precedence over this CTSA as to such software.

Section 14.05 Third-party commercial Software.

If applicable and necessary, all third-party commercial Software used in performing the Services will be provided to DIR or Customers under a separate license agreement between DIR or Customers and the owner (or authorized licensor) of such software.

Section 14.06 Pre-existing materials for custom Software Deliverables related to Services.

Neither Vendor nor any of its agents, or representatives, or its Subcontractors will incorporate any pre-existing materials (including third-party commercial software) into Services or use any pre-existing materials to produce Services if such pre-existing materials will be needed by DIR or Customer in order to use the Services unless:

(a) Such pre-existing materials and their owners are identified to DIR or Customer in writing, and

(b) Such pre-existing materials are either readily commercially available products for which Vendor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by DIR, in its sole and absolute discretion) in the name of DIR or Customer, or are materials that Vendor or its Subcontractor, as the case may be, has the right to license to DIR or Customer and has agreed to license to DIR or Customer on terms and conditions approved by DIR, in its sole and absolute discretion, prior to using such pre-existing materials to perform the Services. Vendor represents, warrants and covenants that it shall not, during the term of the CTSA or any time afterwards, assert any ownership rights, in any DIR-owned or Customer-owned software, source code, and other materials. Notwithstanding the foregoing Vendor does not grant ownership or licensing/marketing rights in or pertaining to Vendor's Intellectual Property assets (including ownership of custom developments).

Section 14.07 Ownership of work product by DIR or Customer.

The Services shall not be considered "work for hire" for DIR or Customers; however, the same shall be subject to licensing, on the same terms and provisions, as provided for herein, as reasonable, necessary or required.

Section 14.08 License to Intellectual Property.

(a) If necessary to the performance of Services hereunder, upon notice from Vendor, DIR and/or Customers shall enter into good faith negotiations to license to Vendor any Intellectual Property owned by DIR and/or Customers.

(b) In the event the Vendor makes or has made any Modifications to any software owned by DIR and /or a Customer under this CTSA, DIR and/or the Customer, as appropriate, shall own the modifications, and Vendor hereby assigns all of its rights, titles and interests (including Intellectual Property rights) to such modifications to the appropriate party, either DIR or the Customer. Upon the request of DIR or the Customer, Vendor will give a written assignment of the modifications to the requesting party. During the Term, Vendor retains a terminable, non-transferable, non-exclusive and paid-up license to use the modifications in performing Services under this CTSA, and to use the modifications to provide Services to other Customers, including the right to sub-license or further license those modifications only to Customers.

(c) The Vendor shall own all modifications to the Vendor owned Software made by the Vendor and any modifications to the Vendor Proprietary software made on behalf of DIR and/or a Customer. DIR and /or the affected Customer hereby assign its rights, titles and interests (including Intellectual Property rights) to such modifications to the Vendor. Vendor's license to DIR and /or the affected Customer to use Vendor Proprietary Software shall extend to such modifications; provided, however, Vendor's warranties and indemnities with respect to Vendor Proprietary Software do not extend to any modifications made on behalf of DIR and/or a Customer by contractors other than Vendor and its Subcontractors. Notwithstanding the foregoing Vendor does not grant ownership or licensing/marketing rights in or pertaining to Vendor Intellectual Property assets (including ownership of custom developments).

Article 15. Liability.

Section 15.01 Property damage.

(a) Vendor will protect State's, DIR's and Customers' real and personal property from damage arising from Vendor's, its agents', and its Subcontractors' performance of this CTSA, and Vendor will be responsible for any loss, destruction, or damage to State's, DIR's and Customers' property that results from or is caused by Vendor's, its agents', or its Subcontractors' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of the State, DIR and Customers, Vendor will notify DIR and the applicable Customer thereof and, subject to direction from DIR and the applicable Customer, will take all steps to protect that property from further damage.

(b) Vendor agrees to observe and require its employees, agents, and Subcontractors to observe no less than industry standard safety measures and proper operating procedures at the State's, DIR's and Customers' sites at all times and otherwise to comply with the procedures and safety standards imposed by DIR and Customers, whichever is the more rigorous standard.

(c) Vendor will distribute a policy statement to all of its employees, agents, and Subcontractors that directs the employee, agent, or Subcontractor to immediately report to DIR and the applicable Customer and Vendor the existence of any special defect or unsafe condition encountered while on the State's, DIR's or Customers' premises. Vendor will immediately report to DIR and the applicable Customer the existence of any special defect or an unsafe condition it encounters or otherwise learns about.

Section 15.02 Risk of Loss.

As applicable to any Equipment used in the performance of Services by Vendor, during the period such Equipment is in possession of Vendor, its carriers or DIR or Customers, prior to being received by DIR and/or the applicable Customer, Vendor will insure and bear the risk of loss or damage thereto, unless such loss or damage is caused by the negligence or intentional misconduct of DIR or the applicable Customer.

Section 15.03 Limitation of Liability.

(a) For any claim or cause of action arising under or related to the CTSA, neither Party will be liable to the other Party for indirect, punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

(b) EACH PARTY'S LIABILITY TO THE OTHER UNDER THE CTSA WILL NOT EXCEED THE TOTAL VALUE OF VENDOR'S INVOICES TO DIR IN THE TWELVE (12) MONTHS PRECEDING THE FILING OF A LAWSUIT(provided, however, that a Customer's liability to Vendor will not exceed amounts payable by Customer to Vendor during such twelve month period)..

(c) Exceptions to Limitations of Liability. This *Section 15.03* will not apply with respect to:

(1) Losses occasioned by the fraud(except as rendered inapplicable to the State, DIR and all state agency and local government Customers pursuant to *Section 11.03(e) of Exhibit B* to the CTSA), willful misconduct, or gross negligence of a Vendor.

(2) Losses that are the subject of indemnification under this CTSA.

(3) Losses occasioned by Vendor's refusal to provide Services under a Disentanglement Plan, which has been approved by DIR, as specified in Section 11.06(d). For purposes of this provision, "refusal" means the intentional cessation by Vendor, in a manner impermissible under this CTSA, of the performance of all or a material portion of the Services then required to be provided by Vendor under the Disentanglement Plan.

(4) Losses occasioned by any breach of a Party's obligations under *Article 10.*

(d) Items Not Considered as Damages. The following will not be considered damages subject to, and will not be counted toward the liability exclusion or cap specified herein:

(1) Amounts payable by or assessed against Vendor pursuant to Exhibit D ("Performance Management") of this CTSA.

(2) Amounts withheld by DIR in accordance with this CTSA due to incorrect charges or Services not provided.

(3) Amounts paid by DIR but subsequently recovered from Vendor due to incorrect charges or services not provided.

(4) Vendor Invoiced Rates To DIR, Prices, telecommunications fees and surcharges and other amounts that are due and owing to Vendor for Services under this CTSA.

Article 16. Transition Plan for Expiration of the CTSA.

Section 16.01 Scope.

This Transition Plan for expiration of the CTSA addresses the orderly Transition to DIR, or the successor service provider, of all Services provided by Vendor to Customers and/or Authorized End Users pursuant to TEX-AN NG Customer Services Agreements through the CTSA, that have an expiration date beyond the Expiration Date (the Transition Effective Date), including planning activities which will be conducted prior to the Transition Effective Date. This transition plan does not apply to other contracts that Vendor may hold with DIR outside the scope of this CTSA. Vendor agrees that all references in this *Article 16* to DIR, includes all employees of the agency and all designated contractors or consultants that may assist DIR in the Transition. DIR and Vendor agree that the term "Transition" as used in this *Article 16* means disposition from Vendor to DIR, or the successor service

provider, by any lawful method, including by sale and purchase, assumption, transfer, assignment, early termination or other method.

Section 16.02 General Statement for Transition.

No later than 12 months before the Transition Effective Date (commencement of Transition Period), Vendor shall commence planning for the orderly Transition of all of the Services that have an expiration date beyond the Expiration Date to DIR or the successor service provider, in accordance with the terms of this Article, as the same may be amended from time to time. DIR and Vendor desire to provide for the Transition of all things and matters comprising the Services, which have expiration dates beyond the Expiration Date. This Article shall not be construed narrowly, but broadly, to ensure the Transition of all Services with expiration dates beyond the Expiration Date is transitioned on or by that date. The parties do not intend for there to be residual Service-related matters that do not Transition on or by the Transition Effective Date.

Section 16.03 Agreement for Transition Assistance Services.

Transition Assistance Services, as specified in this *Article 16*, shall be provided from the commencement of the Transition Period and for up to 12 months after the Expiration Date, unless further extended by the Parties. DIR will provide Vendor with written notice of its intent to have Transition Assistance Services, in whole or in part, provided by Vendor after the Transition Effective Date, by giving at least 60 calendar days advance notice. Such notice shall contain a list of the specific Transition Assistance Services required and the duration for each of the Transition Assistance Services sought. Vendor shall review the notice and provide a written proposal response for the specific services sought, as more particularly described in *Section 16.04(b)(5)* of this Article, within 30 calendar days of receipt of DIR's notice. The parties agree to negotiate in good faith to conclude a written agreement for the required Transition Assistance Services no later than 120 calendar days prior to the Transition Effective Date.

Section 16.04 Transition Assistance Services.

Transition Assistance Services shall include:

(a) Full cooperation and participation in the Transition planning process, as more particularly described in *Section 16.06*, which shall commence no later than the commencement of the Transition Period, at DIR's sole and absolute discretion, and shall involve a series of meetings among the representatives of DIR, Vendor, the successor service provider, if known, representatives of Vendor's current State agency Customers and other parties whose participation would enhance the planning process, which process is more fully described in Phase Four set forth in this *Section 16.04*; and

(b) Vendor providing to DIR, or the successor service provider, all of the items and matters called out for in this *Article 16*, and other items or information reasonably necessary to complete the transition of the Services under the CTSA. Without limiting the foregoing, the Transition Assistance Services shall occur in five phases:

(1) Phase 1 – Initial Reporting of Services Subject to Transition. On or by December 31st two years prior to the Transition Effective Date, Vendor shall provide a written report, in the form required by DIR, disclosing all Services, as of December 1st of the same year, that have expiration dates beyond the Expiration Date. Without limiting the foregoing, Vendor shall report on and include:

(A) All Software that Vendor uses to perform its Services with each Customer and/or Authorized End User under each of the Services, including complete source and machine readable data, associated manuals, procedures, processes, documentation, descriptions, data files and other such

items as available in accordance with existing third party licensing agreements. For each item of Software listed, Vendor shall provide a copy of the associated software license held by Vendor, the status of the transferability of the associated licenses to a successor entity under conditions similar to that of this Transition and the costs for Transition to DIR or the successor service provider, if any;

(B) All hardware and other equipment, including all hardware leases for Equipment used to perform each Service, including leases which have a term beyond the Expiration Date. Vendor shall provide a copy of the assignment/transfer and early termination clauses for each lease with a term beyond the Expiration Date and report on the status of transferability and any costs for transfer or early termination, if any. Vendor shall report all known costs for transfer or termination of such leases, including the existing leases or as the same may be amended prior to the Transition Effective Date;

(C) All maintenance agreements for software, hardware or other equipment and assets, including copies of their assignment/transfer and early termination clauses, a status report on transferability to DIR or its designee and the costs for transfer or early termination, if any;

(D) All third-party supplier agreements, which have an effective date beyond the Expiration Date, including copies of their assignment/transfer and early termination clauses, a status report on transferability to DIR or its designee and the costs for transfer or early termination, if any;

(E) A Software Upgrade Plan, detailing which products need to be purchased to maintain the Services through their respective expiration dates. Vendor shall comply with the Software Upgrade Plan during the Term. The Software Upgrade Plan shall include, at a minimum, an annual review requirement, with annual DIR approval of any changes to the Plan; and

(F) Copies of the TEX-AN NG Customer Services Agreements with the Customers and /or Authorized End Users for Services.

(2) Phase 2 – Ongoing Reports on Services through the Transition Effective Date. Phase 2 is composed of five (5) activities, as listed below:

(A) Follow up Reporting. For each item reported in Phase I, Vendor shall update DIR on a semi-annual basis up to the Transition Effective Date. The first such update after December 31st shall be due on or by June 30th of the following year.

(B) New TEX-AN NG Customer Services Agreements. For every TEX-AN NG Customer Services Agreement issued by Vendor to a Customer and /or Authorized End User between the initiation of the reporting period two years out from the Transition Effective Date and the Transition Effective Date, Vendor shall seek and receive DIR's approval prior to entering into any TEX-AN NG Customer Services Agreements. DIR shall be provided no less than five Business Days in which to review the documentation for each proposed TEX-AN NG Customer Services Agreement, in substantially final form. In each instance Vendor shall provide that the TEX-AN NG Customer Services Agreement contains: 1) a complete assignment or transfer to DIR, or its successor service provider, on or by the Expiration Date, preferably at no cost to DIR or its designee, and 2) a termination for convenience clause in favor of Vendor and DIR in all such TEX-AN NG Customer Services Agreement; in the event a cost-free assignment thereof is not available. Vendor shall use commercially reasonable efforts

to minimize the fee for assignment or transfer to DIR, or its successor service provider.

(C) Equipment Condition Report. Vendor will develop a checklist and conduct checks/reviews of the installed Equipment and produce a report on or by six months prior to the Transition Effective Date. Such report shall detail, at a minimum, the then-current condition of each piece of installed Equipment and the preventative maintenance needed within the next six months after the report is issued. For all items, Vendor shall provide details about existing maintenance contracts.

(D) Subcontractor Report. On or by January 1 two years prior to the Transition Effective Date, and semi-annually thereafter up to the Transition Effective Date, Vendor shall identify all then-current Subcontracts that provide Services under any TEX-AN NG Customer Services Agreements issued pursuant to the CTSA, in a form and level of detail mutually developed by the Parties.

(E) Notwithstanding any other provision in this *Article 16*, Vendor agrees to provide another updated report for all TEX-AN NG Customer Services Agreements on or by August 31st, one year prior to the Transition Effective Date, and six months prior to the Transition Effective Date.

(3) Phase 3 – Completion of all documentation for Transition. DIR, or the successor Service Provider and Vendor shall complete Transition associated documentation necessary to effect the Transition of all TEX-AN NG Customer Services Agreements under the Contract in a timely manner, including, at a minimum, the Transition of all Customer Service Agreements reported to DIR under Subsections (1) and (2) hereof. Vendor shall facilitate interactions and necessary documentation with third-party vendors, its Subcontractors, lessors and other providers, at the request of DIR, or at the request of the successor service provider. DIR reserves the right, in its sole and absolute discretion, to require that DIR, the successor Service Provider and Vendor conduct a formal closing for the Transition, in order to ensure the completion of all necessary documentation.

DIR, or the successor service provider, shall cause each Transition document to provide the complete transfer of all right, title and interest in and to the TEX-AN NG Customer Services Agreement, including any related lease or third party contract related to the underlying Equipment, from Vendor to DIR, or the successor Service Provider, effective as of the Transition Effective Date. Each Transition document shall also provide that from and after the Transition Effective Date, Vendor shall have no obligation or liability to any third party–vendor or lessor whatsoever related to the underlying equipment. In each instance of Transition of a third party-vendor or lessor contract, DIR, or the successor service provider shall be responsible to pay the third party-vendor or lessor the applicable transfer fee, if any, or to reimburse Vendor therefore, if Vendor tenders such payment. Vendor shall have no responsibility to pay any third party-vendor or lessor from and after the Transition Effective Date.

(4) Phase 4 – Planning Phase for Transition from the CTSA to a new TEX-AN Agreement with a successor service provider. Vendor shall fully and completely participate in all meetings called by DIR for the purpose of planning and implementing the transition of TEX-AN NG Customer Services Agreements from the CTSA to the new TEX-AN Agreement with a successor service provider. The goal of this planning phase is to provide an orderly transition of TEX-AN NG Customer Services Agreement operations under the CTSA to the operations under a new TEX-AN Agreement with a successor service provider. Such

planning activities shall commence no later than January 1 of the year of the Transition Effective Date, at DIR's direction and shall continue until all transition activities are complete. These Transition activities shall include, but not be limited to, the following:

(A) Pre-planning no later than January 1 to March 31 of the year of the Transition Effective Date. These DIR meetings will include the Vendor's current Customers and/or Authorized End Users, as determined by DIR, the successor service provider, Vendor and DIR. The scope of the pre-planning is to plan for the transfers of the current Customers' TEX-AN NG Customer Service Agreement operations, scheduling of all necessary activities, development of roles and responsibilities matrix related to Transition of the TEX-AN NG Customer Services Agreements and planning for all the other steps of the transition process, as listed below. The goal of this pre-planning phase is to produce a mutually acceptable Transition plan document that defines roles and responsibilities for accomplishing each step in the Transition among the participating parties.

(B) Turnover of TEX-AN NG Customer Service Agreement operations to the successor Service Provider. In each step in the Transition planning and execution process, Vendor is required to provide information as requested by DIR, the successor Service Provider and /or the current Vendor's Customers and/or End Users in accordance with the agreed upon Transition Plan. Such information shall include, but not be limited to the following tangible items and matters of inherent knowledge:

1) Assets Lists (hardware, software, schematics, maintenance agreements, 3rd party agreements)
2) Procedures
3) Policies
4) Practices
5) Protocols
6) Customer and/or End User biographies
7) Organization charts
8) Customer and /or Authorized End User and service provider (including subcontractors) decision makers; authorized employees
9) Institutional knowledge (non-proprietary and non-confidential unwritten rules; operational personnel; client background information; authorization lists)
10) Operational details
11) Key individuals (operational and decision makers)
12) Quick reference manuals

(5) Phase 5 – Post-Transition Effective Date Services by Vendor. At DIR's option, DIR shall request and Vendor shall respond with a proposal for Vendor to provide assistance for continuing management and operation of the TEX-AN NG Customer Services Agreements as conducted under the Contract for a period beyond Transition Effective Date up to one year after the Transition Effective Date, but only upon the execution of an appropriate contract for such services, on terms and conditions as agreed by DIR, or the successor service provider, and Vendor. In the event that DIR, or the successor service provider, requires the services of Vendor during the Post-Transition Effective Date period, then

DIR shall execute a separate agreement with Vendor to provide services on a time and material basis.

Section 16.05 Covenant of cooperation.

During the period of time from the commencement of the Transition, as defined, to the completion of Transition Assistance Services, Vendor agrees to fully cooperate with DIR, and as appropriate, with the successor service provider, to fulfill the terms of the CTSA. DIR and Vendor agree to fulfill the terms of this *Article 16* in a manner that is least disruptive to the Customers and/or Authorized End Users under the TEX-AN NG Customer Services Agreements. DIR and Vendor agree to notify the other Party in the event either discovers a condition, contract or other matter that would benefit or adversely affect performance of the TEX-AN NG Customer Services Agreements, if generally known. In the event it is determined that amendment to this *Article 16* is in the best interest of the State, Vendor agrees to negotiate amendments to this *Article 16* in good faith with DIR. In all events, the Parties agree to cooperate in the negotiation and execution of such other and further documents as necessary to fulfill the terms of this *Article 16*.

Section 16.06 Other Vendor Agreements with Customers.

DIR and Vendor agree that this Article does not apply to any other contracts that Vendor has, or may have in the future, with Customer and/or End Users that are separate transactions from the TEX-AN NG Customer Services Agreements authorized under the CTSA.

Article 17. End of Contract-Life Assignment.

Section 17.01 Agreed Language.

This CTSA, DIR Contract No. DIR – TEX-AN NG CTSA – 010, is in effect from December 22, 2011_ until 12:00:00 p.m., December 22, 2016_, and for such further period as allowed by the CTSA (the Effective Expiration Date of the CTSA). In order to ensure the smooth Transition of Services from one Vendor to the successor service provider, the parties agree to the following assignment language for this CTSA:

Effective as of the expiration of one second after the expiration of the CTSA, without the necessity of execution of additional documents, and at no cost to DIR or the Customers, Vendor hereby agrees to the absolute and complete assignment of this CTSA to DIR or a successor service provider, provided that the following occurs on or by 5:00 p.m. of the Business Day of the final expiration date of the CTSA:

DIR or the successor service provider agrees to assume all CTSA obligations and liabilities that arise on and after one second after the final expiration of the CTSA, and is responsible to pay to Vendor the applicable Transition assignment fees, if any, as set forth in the Transition Assignment Liability Schedule, which shall be provided by the Vendor, upon request by DIR or its Customers and attached to this CTSA. In all events, Vendor remains responsible for all CTSA obligations and liabilities that arise prior to the final expiration date of the CTSA.

Section 17.02 No Cost.

Vendor is not authorized to charge the Customers/Authorized End Users, DIR or successor Service Provider, a fee or cost for the assignment.

— End of Exhibit B —

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Verizon Business Network Services, Inc. (Vendor)

Exhibit C.
Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services

Exhibit C. Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services

Contents of *Exhibit C* follow:

Article 1. Introduction. C-3
Article 2. Contractual Principles. C-3
Article 3. Methodology for Updating Associated Attachments. C-3
Article 4. Documents Referenced in *Exhibit C* C-4
Attachment C-1. Tables for the Contents C-5

Article 1. Introduction.

The purpose of *Exhibit C* is to address the agreed-upon Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services.

Article 2. Contractual Principles.

Exhibit C Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services addresses the following principles:

The specifics for the Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services within scope of this CTSA are contained in this Exhibit C, Attachment C-1. The Vendor's initial descriptions, rates, prices and fees are consistent with the terms of the CTSA. (Derived from final negotiated Tables from Vendor's response to Section 5 of RFO (Pricing) plus final, negotiated service descriptions from Vendor's response to Section 3 of RFO.)

The Marketing Plan is the Vendor's projection of the activities it will engage in to maximize the economic value of the CTSA during the Term of the CTSA. The Marketing Plan includes a statement of operations for the awarded Services and the narrative discussion including all key assumptions, risks, and risk mitigation strategies used to generate Orders from Customers (derived from Marketing Plan submitted with RFO response, attached at *Attachment F-8* to *Exhibit F*).

Article 3. Methodology for Updating Associated Attachments.

Section 3.01 Recommendations.

Either DIR or Vendor may submit to the other Party a recommendation for changes to *Attachment C-1*. Such recommendation will be in writing and will:

(a) Specifically identify the portion or portions of *Attachment C-1* to be changed,

(b) Include the specific Rates To DIR, Prices or telecommunications fees and surcharges to be changed and/or Descriptions to be altered in *Attachment C-1*, and

(c) Identify the reasons for the proposal and anticipated revenue impact from the change or repercussions for failure to adopt the change. A copy of the recommendation will be provided to DIR and the Vendor. The parties will use electronic communications to submit, review and implement changes to *Attachment C-1. Attachment C-1* changes shall be provided to Customers via the Vendor's webpage and the TEX-AN NG web page.

Section 3.02 Review and Input.

DIR will determine whether input on the recommendation from other Customers is appropriate, and will promptly circulate the recommendation to those identified. If DIR does request input from any Customer, DIR will require any input to be provided in writing and submitted within a specified period of time, not to exceed 10 Business Days from the date of the recommendation.

DIR and Vendor will each receive a copy of the written input from the Customers, if applicable. The Party making the recommendation may propose adjustments to the recommendation to address any input of the Customers.

Section 3.03 Approval.

If DIR and Vendor agree upon the recommendation, the Parties will execute a revision to *Attachment C-1*, as applicable, which will be effective when signed by authorized representatives of both DIR and Vendor. The revised *Attachment C-1* will be posted in a location agreed to by Vendor and DIR. Revisions may be in the form of electronic records of the new Descriptions, Rates To DIR, Prices and/ or telecommunications fees and surcharges for changes to *Attachment C-1*. Vendor shall update its webpage accessible to Customers immediately to have the revised portions of the Attachment available to Customers as soon as possible.

Section 3.04 Appeal.

If the DIR and Vendor cannot agree on a recommendation, the recommendation may be submitted to the Executive Steering Committee for resolution and such resolution shall include input and mutual agreement by Vendor.

Article 4. Documents Referenced in *Exhibit C Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services.*

Section 4.01 Attachments to *Exhibit C.*

The following attachments are incorporated as part of *Exhibit C:*

Attachments to Exhibit C	Description and Contents
Attachment C-1 Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services	*Attachment C-1*contains the initial Descriptions, Rates To DIR, Prices for direct sales transactions and the telecommunications fees and surcharges for the Awarded Services.

Section 4.02 *Exhibit C* Associated Plans and Timelines.

No plans and timelines are associated with *Exhibit C*.

Section 4.02 Other Referenced Documents in *Exhibit C.*

No other documents have been referenced in *Exhibit C.*

Attachment C-1.

DESCRIPTION OF SERVICES OFFERED

MANAGED PBX SERVICES (CENTREX)

Hosted IP Centrex is delivered to the end user premise via Verizon SIP IP trunks whose size is dependant on the number of end users located at each location. The Verizon SIP trunks will be sized by the Verizon engineering team assigned to the project and priced by the account team. Other requirements include but are not limited to:

- WAN Infrastructure
- LAN Infrastructure-QOS and Ethernet bandwidth
- Rate Centers serving the termination location
- Terminating equipment for the IP Trunks

Verizon Business SIP IP trunking provides the end user with a number of options including termination into a Session Boarder Control or router and can be provided by either Verizon or the end user.

Hosted IP Centrex is designed for customers that want all the features of a PBX or Key system without the associated capital, lease, or maintenance costs. All the PBX functionality resides in the Verizon Business network. It is ideal for customers moving to or establishing a new location, or for customers looking to replace an outdated PBX or Key system. Hosted IP Centrex is a complete turnkey solution including design, installation, and ongoing maintenance for a low monthly fee. Verizon Business's network-based IP technology provides a full suite of subscriber and administrative features.

Hosted IP Centrex is available to small and large customers alike. The number of end-users supported per site is determined by the customer's access, as well as, data and voice traffic patterns. Typically, the service supports up to 325 users per T1. Continuing enhancements such as the addition of the Integrated Communications Package “ICP” will also allow Hosted IP Centrex to better support remote workers and teleworkers (U.S. only at this time).

Internet Protocol Telephone Service

IP Trunking allows customers to leverage Verizon Business's unmatched MPLS IP backbone to access the Public Switched Telephone Network and voice services, allowing more efficient use of their wide area network resources and eliminating the cost and inefficiencies of the PSTN TDM connections that have propagated over the years. All customers utilizing all forms for Verizon’s IP Telephony Services (Hosted IP Centrex (HiPC), IP Trunking (IPT), IP Integrated Access (IPIA) and/or IP Flexible T-1 (IPFT1))are enabled with VoIP IP Enterprise Routing (VIPER) which allows the customer to place IP-to-IP routing or business-to-business call at no additional charge.

Verizon Business IP Trunking is designed for customer locations equipped with an IP PBX, IP Trunking service is delivered via a standards-based SIP trunk directly to the customer's IP PBX. IP Trunking offers single and multi-site configurations and is certified for use with the major CPE platforms. With IP Trunking, customers can leverage Verizon Business's IP backbone to access the Public Switched Telephone Network and voice services, allowing more efficient use of their wide area network resources.

There are three IP trunking offerings from Verizon Business:

1. IP Flexible T-1
2. IP Integrated Access (“IPIA”)
3. IP Trunking-Standard and Burstable Enterprise Shared Trunks (“BEST”)

IP FLEXIBLE T1

IP Flexible T1 is designed for small-size business customers that simply need converged voice and data access and basic Class 5 calling features. This service works with existing analog Key systems, thereby eliminating the need to heavily invest in extra equipment. With IP Flexible T1, there is no need for equipment changeover or disruption to services. Customers will not need to retrain employees on any of the calling features or functions, and implementation is transparent to the end-user.The service provides dynamic bandwidth allocation, allowing data to burst up to the total data bandwidth speed when no voice calls are engaged.

IP Flexible T1 Access
IP Flexible T1 only supports Internet Dedicated access (IDA) at T1.5 speed.

Internet Protocol Integrated Access (IPIA)
IP Integrated Access is designed for small- to medium-size business customers that simply need converged voice and data access. This service works with existing Key or PBX systems, thereby eliminating the need to heavily invest in extra equipment. With IP Integrated Access, there is no need for equipment changeover or disruption to services. Customers will not need to retrain employees on any of the calling features or functions, and implementation is transparent to the end-user.

Internet Protocol Trunking (IPT)
With IP Trunking, customers can leverage Verizon Business's IP backbone to access the Public Switched Telephone Network and voice services, allowing more efficient use of their wide area network resources.

Designed for customer locations equipped with an IP PBX, IP Trunking service is delivered via a standards-based SIP trunk directly to the customer's IP PBX. This streamlined approach eliminates the need for expensive TDM enterprise gateways or TDM cards, and the associated maintenance costs. IP Trunking offers single and multi-site configurations and is certified for use with some Alcatel, Avaya, Cisco, Nortel, and Siemens CPE platforms. With IP Trunking, customers can leverage Verizon Business's IP backbone to access the Public Switched Telephone Network and voice services, allowing more efficient use of their wide area network resources.

INTERNET SERVICE

Internet Dedicated
Internet Dedicated is a suite of products offering full-time, high-bandwidth, dedicated connections. Internet Dedicated is available as:

- 64 Kbps
- 768K. Scaled-down T-1 service capped at 768K with fixed monthly billing,
- T-1. 1.544 Mbps (Megabits per second). Allows 30 or more users to transmit high-capacity e-mail traffic and large files.
- NxT1 MLFR (Multi-Link Frame Relay). Provides incremental and managed increases in bandwidth from 3 to 12 Mbps for low-end megabit service, flexible, and scalable Internet access.
- T-3. Available in a variety of speeds up to the full 45 Mbps, T-3 provides fast response times for a busy website, enabling large file transfers and regional Internet access to customers.
- OC-3. 155 Mbps provides ultra-fast connectivity for a wide variety of uses. Ideal for hosting large, high-traffic, corporate sites.
- OC-12. 622 Mbps can be used with high-volume users and applications such as Web hosting, search engines, and ISPs (Internet service providers).
- OC-48. 2.488 Gbps supports high-bandwidth applications, Web-hosting, and ISPs.
- OC-192. 9.952 Gbps offers the ultimate in Internet bandwidth for Net-centric companies.

Internet Dedicated – Ethernet
Internet Dedicated – Ethernet leverages Verizon's Converged Ethernet Access (CEA) network to deliver Ethernet access from the customer's location to Verizon Business's global Internet network.

- Provides a flexible, seamless broadband bridge to the Internet.
- Scalable from 1 Mbps to 1 Gbps—more scalable than traditional telco circuits.
- Connection via our Ethernet-based Metro Area Network, which is built on our local fiber/SONET network and interconnected with our global Internet backbone network.
- Available product options are: Burstable, Burstable Select, and Tiered.

Internet Dedicated - Fast Ethernet Port Only
Internet Dedicated - Fast Ethernet Port Only uses established Ethernet technology to enable a local connection between the customer's router and a Verizon IP hub.

- Available at our new Advanced Data Centers, Equinix, and Switch, and Data third-party co-location centers, plus other select "telco hotels."
- Positioned for the customer that wants an in-building Ethernet LAN connection to our IP hub but requires less bandwidth than Internet Dedicated – Gigabit Ethernet Port Only *.
- For customers co-located within the same building as a Verizon IP hub.
- Gigabit Ethernet Port Only service supports up to 1 Gbps.

Internet Dedicated - Gigabit Ethernet Port Only
Internet Dedicated - Gigabit Ethernet Port Only uses established Ethernet technology to enable a local connection between the customer's router and a Verizon IP hub. Internet Dedicated - Gigabit Ethernet Port Only is a dedicated point-to-point Internet access product based on the IEEE 802.3z Gigabit Ethernet standard.

- Connection within co-location facilities, ideal for net-centric companies such as ISPs (Internet Service Providers) and ASPs (Application Service Providers).
- An intra-building connectivity product designed for companies that require Ethernet handoffs within the telco facilities that house a GigE qualified Verizon hub.
- Customization and redundancy options.
- Available product options are: Burstable, Burstable Select, Tiered, Double, Diverse and Shadow. (Availability depends on customer bandwidth.)

SMALL OFFICE/HOME OFFICE INTERNET SERVICE

Internet Cable
Verizon Internet Cable services provide customers with reliable, high-bandwidth communications using circuits installed by Internet Cable providers. For remote workers and small branch offices, where leased-line costs would be difficult to justify, cable enables rich, multi-media communication, including voice, video, and highspeed access to information and corporate LAN resources. Internet Cable provides asymmetric bandwidth of 768 Kbps to 6 Mbps downstream in select markets nationwide. The service is well-suited as a compliment to DSL services and can provide additional coverage in large, multi-site applications or in locations where DSL is not available.

Internet DSL - Office
Internet DSL services provide customers with reliable, high-bandwidth communications using standard copper telephone lines. For remote workers and small branch offices, where leased-line costs would be difficult to justify, DSL enables rich, multi-media communication, including voice, video, and high-speed access to information and corporate LAN resources. Internet DSL - Office services use Symmetric DSL (SDSL & IDSL) technology to deliver a consistent upload and download speed for office and multi-user applications. The circuits are engineered for consistent performance, which is supported by Service Level Agreements (SLAs). Internet DSL - Office is a multi-user business solution, designed to provide customers with a business-class Internet DSL service using DSL local loop

technology as the last mile to deliver access to Verizon's public IP backbone. The service offers a DSL router, multiple static IP addresses, domain name registration and DNS services, multiple bandwidth options, as well as other features to help tailor the service to a customer's specific needs.

Internet DSL - Office is available with the following speeds and technology options:

- Internet DSL - Office 128K SDSL & IDSL
- Internet DSL - Office 192K SDSL
- Internet DSL - Office 384K SDSL
- Internet DSL - Office 768K SDSL
- Internet DSL - Office 1.0M SDSL
- Internet DSL - Office 1.5M SDSL
- Internet DSL - Office 2.3M SDSL
- Internet DSL - Office Enhanced 384K HDSL
- Internet DSL - Office Enhanced 768K HDSL

Internet DSL - Solo Product Description

Internet DSL - Solo services provide customers with reliable, high-bandwidth communications using standard copper telephone lines. For remote workers and small branch offices, where leased-line costs would be difficult to justify, DSL enables rich, multi-media communication, including voice, video, and high-speed access to information and corporate LAN resources.

Internet DSL - Solo products use Asymmetric DSL (ADSL) technology. These services employ line-sharing and dedicated loop technologies for implementation. The line-shared services require a customer to provide a pre-installed ILEC-provided analog voice/POTS line for all orders. The line-shared implementations of Internet DSL - Solo are not available on Verizon UNE-P lines and pricing does not include voice line costs. The dedicated line ADSL implementations do not require preexisting POTS lines.

With Verizon's Internet DSL - Solo, multiple locations can be ordered across all ILEC territories from a single provider and all locations can be centrally billed and supported. The Solo services offer a range of speeds, features, and coverage.

Internet Satellite - Enterprise

Verizon and Tachyon Networks, Incorporated, signed a strategic marketing agreement in May 2003 to provide reliable, high speed broadband solutions via satellite and the Verizon IP backbone. The solutions, called Internet Satellite, Delivered by Tachyon.Net™, provide enterprise-grade satellite-based broadband IP service for network redundancy, primary connectivity, and access for temporary or emergency situations.

Delivered by Tachyon.Net, Verizon's Internet Satellite - Enterprise service provides fast and affordable Internet, intranet, and corporate LAN access for any size remote office. Connecting customers to the Verizon IP network via satellite, Internet Satellite

- Enterprise offers:
- Primary connectivity
- Back-Up options for redundancy
- Quick Deploy and Auto Deploy options for emergency and temporary-workplace situations
- Custom Solutions

Internet Satellite - Enterprise offers speeds of up to 2048 Mbps downstream x 512 Kbps upstream, depending on the option selected. Internet Satellite - Enterprise operates similarly to a terrestrial-based network, offering various service levels and bandwidth capabilities for high-data transfer. Internet Satellite - Enterprise offers service level agreements and works well for

customers that depend on mission-critical and advanced business applications.

Internet Satellite - Office
Verizon and Tachyon Networks, Incorporated, signed a strategic marketing agreement in May 2003 to provide reliable, high speed broadband solutions via satellite and the Verizon IP backbone. The solutions, called Internet Satellite, Delivered by Tachyon.Net, provide enterprise-grade satellite-based broadband IP service for network redundancy, primary connectivity, and access for temporary or emergency situations.

Delivered by Tachyon.Net, Verizon's Internet Satellite - Enterprise service provides fast and affordable Internet, intranet, and corporate LAN access for any size remote office. Connecting customers to the Verizon IP network via satellite, Internet Satellite - Office offers alternative primary connectivity, for remote locations where broadband access is not available, or cost prohibitive. Internet Satellite - Office offers speeds of up to 1.544 Mbps downstream x 256 Kbps upstream, depending on the option selected. Internet Satellite - Office operates similarly to a terrestrial-based network, offering various service levels and bandwidth capabilities for high-data transfer. Internet Satellite - Office offers service level agreements and works well for customers that depend on mission-critical and advanced business applications.

PRICING FOR SERVICES INCLUDED IN ATTACHED TABLES

— End of Exhibit C —

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Verizon Business Network Services, Inc. (Vendor)

Exhibit D.
Performance Management

Exhibit D. Performance Management

Contents of *Exhibit D Performance Management* follow:

Article 1. Introduction. D-3
Article 2. Performance Management Contractual Principles. D-3
Article 3. Methodology for Updating Associated Attachment D-1. D-4
Article 4. Documents Referenced in *Exhibit D* D-5
Attachment D-1. Tables reflecting SLAs per Service Awarded. D-5

Article 1. Introduction.

The purpose of *Exhibit D* is to comprehensively address the agreed-upon Performance Management for delivery of awarded Services and non-operational contract management obligations.

Article 2. Performance Management Contractual Principles.

Exhibit D Performance Management addresses the following principles:

(a) Credit Assessments.

(1) The Vendor will perform its Services as specified in the CTSA. This expectation is reasonable, within normally acceptable business practices, and in the best interests of the State and the Customers.

(2) DIR has chosen to address a majority of the risks related to Vendor performance through the assessment of Credits against Rates To DIR and Prices for Services. The Credits provisions described below are negotiated based on Vendor's Response to the RFO. The following provisions form the basis for assessing Credits:

(A) If the Vendor does not fulfill its Services as specified under the CTSA, DIR and the Customers will be damaged;

(B) Establishing the precise amount or value of such damage would be difficult to quantify;

(C) Except as otherwise provided in the CTSA, Credits will start to accumulate immediately following the end of the Service billing period in which an applicable SLA was not met; notice of a Deficiency may be communicated in one of three ways: Vendor reports the Deficiency in its monthly SLA Non-compliance Report, *Exhibit E, Attachment E-5* hereto; DIR notifies the Vendor of such Deficiency based on its independent information; or, the affected Customer notifies DIR and the Vendor of such Deficiency based on its experience with the Service.

(3) In all instances in which the delay or failure to perform is caused by a *Force Majeure* Event or other event which excused performance under the terms of the CTSA, Credits will not be assessed, and the calculation of performance will be adjusted for the periods of delay caused by such *Force Majeure* Event or excused under the terms of the CTSA.

(b) Service Level Agreements.

(1) Vendor will comply with the performance criteria outlined in this *Exhibit D*.

(2) For each Service, Vendor and DIR have agreed on acceptable SLAs and acceptable Credits associated with failure to deliver on each SLA, as set forth in *Attachment D-1*. DIR and the Vendor will review all of the SLAs on an annual basis.

(4) All proposed plans and mechanisms to be used for reporting shall be subject to approval by DIR and all approved SLAs will be governed by the *Exhibit B Terms and Conditions*, as well as any special provisions agreed upon by DIR, Customer and the Vendor with respect to each SLA and/or TEX-AN NG Customer Services Agreement.

(c) DIR Credits.

(1) Each failure of the Vendor to comply with non-operational contract management obligations under the CTSA may be deemed a Deficiency by DIR. By way of example, and not as a limitation, the Parties agree that the following acts are Deficiencies: failure to timely submit Plans and Reports as required by the CTSA. For each Deficiency, after notice and an opportunity to cure, in accordance with *Exhibit B, Section 11.02 (b)* of the CTSA, DIR may assess a remedy as set forth in *Exhibit B, Section 11.02 (d)* of the CTSA, one of which is the assessment of a DIR Credit against the Vendor. The Parties agree that in every instance in which DIR chooses to assess a DIR Credit, the amount shall not exceed $500 per day per Deficiency.

(2) Due dates for the Initial Drafts and Final Drafts of the Management Plans are specified in *Exhibit F Plans.*

(d) Service Instance Performance.

The Vendor will measure SLAs per Service as defined below, and report on performance as described in *Exhibit E Reporting.*

Per Service, as applicable:

(1) Mean Time to Repair

(2) Service Availability

(3) Latency

(4) Packet Delivery rate

(5) Jitter

(6) Chronic Outage

(e) Reports.

Tailored remedies as described in *Exhibit B*, *Section 11.02,* may be used by DIR if the Vendor fails to produce and submit all required reports according to the schedule provided in *Attachment E-1 Reports Schedule*. Vendor will not be liable for any failure or delay in performing its obligations under this Section if such failure or delay is due to *Force Majeure* Events. Additional reporting may be required by DIR in accordance with *Exhibit E Reporting*.

(f) Reporting on Performance Management

All plans and mechanisms to be used for reporting shall be subject to approval by DIR.

Article 3. Methodology for Updating Associated Attachment D-1.

Attachment D-1 sets forth the actual SLAs per Service and as related to Vendor business functions.

(a) Recommendations.

Either DIR or Vendor may submit to the other Party a recommendation for changes to *Attachment D-1*. Such recommendation will be in writing and will

(1) Specifically identify the portion or portions of *Attachment D-1* to be changed,

(2) Include the specific information to be changed and/or descriptions to be altered in *Attachment D-1*, and

(3) Identify the reasons for the proposal and anticipated revenue impact from the change or repercussions for failure to adopt the change. A copy of the recom-

mendation will be provided to DIR and the Vendor. The parties will use electronic communications to submit, review and implement changes to *Attachment D-1*. *Attachment D-1* changes shall be provided to Customers via the Vendor's webpage and TEX-AN NG webpage.

(b) Review and Input.

(1) DIR will determine whether input on the recommendation from other Customers is appropriate, and will promptly circulate the recommendation to those identified. If DIR does request input from any Customer, DIR will require any input to be provided in writing and submitted within a specified period of time, not to exceed 10 Business Days from the date of the recommendation.

(2) DIR and Vendor will each receive a copy of the written input from the Customers, if applicable. The Party making the recommendation may propose adjustments to the recommendation to address any input of the Customers.

(c) Approval.

If DIR and Vendor agree upon the recommendation, the Parties will execute a revision to *Attachment D-1,* as applicable, which will be effective when signed by authorized representatives of both DIR and Vendor. The revised *Attachment D-1* will be posted in a location agreed to by Vendor and DIR. Revisions may be in the form of electronic records of the new SLAs for changes to *Attachment D-1*. Vendor shall update its webpage accessible to Customers immediately to have the revised portions of the Attachment available to Customers as soon as possible.

(d) Appeal.

If the DIR and Vendor cannot agree on a recommendation, the recommendation may be submitted to the Executive Steering Committee for resolution.

Article 4. Documents Referenced in *Exhibit D Performance Management.*

Section 4.01 Attachments to *Exhibit D.*

Attachment D-1 is associated with *Exhibit D Performance Management*.

Section 4.02 *Exhibit D* Associated Plans and Timelines.

No plans and timelines are associated with *Exhibit D Performance Management.*

Section 4.03 Other Referenced Documents in *Exhibit D*

The following documents have been referenced in *Exhibit D Performance Management:*

Other Referenced Documents in *Exhibit D*	Description and Contents
Exhibit E Reporting	Comprehensively addresses reporting requirements.
Exhibit F Plans	Comprehensively addresses Management Plans.

Attachment D-1. Tables reflecting SLAs per Service Awarded.

The tables in *Attachment D-1* set forth the actual SLAs per Service and as related to Vendor business functions.

— End of Exhibit D —

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Verizon Business Network Services, Inc. (Vendor)

Exhibit E.
Reporting

Exhibit E. Reporting

Contents of *Exhibit E Reporting* follow:

Article 1. Introduction..... E-3
Article 2. Reporting Contractual Principles. E-3
Article 3. Frequency of Reports..... E-5
Article 4. Methodology for Updating Reporting Requirements. E-5
Article 5. Documents Referenced in *Exhibit E.* E-5
Attachment E-1. Reports Schedule..... E-6

Article 1. Introduction.

(a) The purpose of *Exhibit E Reporting* is to comprehensively address agreed-upon reporting requirements for the CTSA.

(b) *Exhibit E Reporting* provides the following:

(1) Reporting Contractual Principles

(A) General Reporting Principles

(B) Ad hoc Reporting

(2) Frequency of reports

(3) Methodology for Updating Reporting Requirements

Article 2. Reporting Contractual Principles.

Exhibit E Reporting addresses the following contractual principles:

Section 2.01 General Reporting.

(a) The Vendor will provide routine and ad hoc reporting as required in a form and format approved by DIR.

(b) DIR has the option of requesting special analyses, reports, and reviews from the Vendor. Examples include ad hoc system engineering analyses and project-specific reports. Such requests will be limited in number and scope through a process created by DIR and Vendor management so that they are not open-ended or an undue burden on the Vendor.

(c) DIR may use staff or contractors, including third-party auditing contractors and third-party Independent Verification and Validation contractors to review reports provided by the Vendor. DIR will ensure that any person or third-party company granted access to Vendor information handles such information securely and appropriately.

(d) The costs of assembling, reporting, and explaining data to DIR is on the Vendor. If practicable, reports will be designed with the flexibility to be readily modified as functional and reporting requirements change.

(e) The format and media type for each report will be determined in cooperation between DIR and the Vendor. Vendor will provide access to data in a raw format wherever possible and agreed to by both Parties.

(f) Vendor may disclose certain financial and confidential information to DIR and such information shall be subject to the Confidential provisions of the CTSA and in certain instances a Non Disclosure Agreement may be required.

(g) Vendor will provide a real-time, web accessible reporting dashboard. Vendor will consult with DIR to establish the final content of the dashboard. In addition to the Web-based reporting dashboard, the Vendor will provide regular, scheduled reports, as identified below and further described in the RFO, including:

(1) Infrastructure Change/Release Management Reports, RFO Section 4.3.2.1.B

(2) After Action Reports, RFO Sections 3.5.B.3.a and 4.3.2.1.D

(3) Trouble Ticket Report, RFO Section 3.5.B.3.b

(4) Trouble Ticket Aging Report by Customer, RFO Section 4.5.3.1.A

(5) SLA Non-Compliance Report, RFO Section 4.5.3.1.B

(6) Local Services Sales Report, RFO Section 4.5.3.1.C

(7) SOHO Sales Report, RFO Section 4.5.3.1.D

(8) Number not assigned

(9) Marketing Report, RFO Section 4.5.3.1.F

(10) Weekly Electronic Status Report, RFO Section 4.7.3.1

(11) Status for Projects by Customer Report, RFO Section 4.7.3.2

(12) HUB Subcontractor Report, Contract *Exhibit I, HUB Subcontracting Plan* and RFO Section 2.2.1.4.

(13) Direct Sales Transactions Reports, Contract Front End, *Article 5*

(14) ~~Security Monthly Progress and Performance Report (RFO Section 3.6.D)~~ **NOT APPLICABLE TO THIS CONTRACT**

(15) ~~Security Incident reports (RFO Section 3.6.1.B.9)~~ **NOT APPLICABLE TO THIS CONTRACT**

(16) ~~Network Topology Maps and Discovery Reports (RFO Section 3.6.2.B.4.a)~~ **NOT APPLICABLE TO THIS CONTRACT**

(17) ~~Network Discovery Executive Summary Reports (RFO Section 3.6.2.B.4.b)~~ **NOT APPLICABLE TO THIS CONTRACT**

(18) ~~Network Discovery Anomaly Risk Analysis Reports (RFO Section 3.6.2.B.4.c)~~ **NOT APPLICABLE TO THIS CONTRACT**

(19) ~~Network Discovery Address Space Analysis (RFO Section 3.6.2.B.4.d)~~ **NOT APPLICABLE TO THIS CONTRACT**

(20) ~~Network Discovery Perimeter Reports (RFO Section 3.6.2.B.4.e)~~ **NOT APPLICABLE TO THIS CONTRACT**

(21) ~~Network Discovery Device Fingerprinting Reports (RFO Section 3.6.2.B.4.f)~~ **NOT APPLICABLE TO THIS CONTRACT**

(22) ~~Ad hoc reports/network maps (RFO Section 3.6.2.B.5)~~ **NOT APPLICABLE TO THIS CONTRACT**

(23) ~~CPT Progress & Status Report (RFO Section 3.6.4.B.7)~~ **NOT APPLICABLE TO THIS CONTRACT**

(24) ~~CPT Exploitation Report (RFO Section 3.6.4.B.11)~~ **NOT APPLICABLE TO THIS CONTRACT**

(25) ~~CPT Findings Report (RFO Section 3.6.4.B.18), and~~ **NOT APPLICABLE TO THIS CONTRACT**

(26) ~~Exceptions and Outstanding Vulnerabilities Report (RFO Section 3.6.5.B.10.c).~~ **NOT APPLICABLE TO THIS CONTRACT**

Section 2.02 Ad Hoc Reporting.

(a) DIR may examine any work, process, procedure, and/or Service produced by the Vendor under the CTSA.

(b) DIR will observe and gather data from all governance processes that determine Services to be performed by the Vendor. This includes:

(1) Visibility into governance processes in which DIR does not directly participate; and/or

(2) Governance processes internal to the Vendor and governance processes through which Services are negotiated with, approved by, and monitored by Customers shall be reasonably provided by the Vendor.

(3) The Vendor will catalog and maintain all mutually agreed to documentation that is associated with performing Services under the CTSA in an electronic document repository. This does not include access to notes of individual Vendor staff members, such as meeting notes or status reports to Vendor management.

(4) Vendor will provide upon DIR request an electronic copy of any document developed as part of performing Services under the CTSA, including documents that are considered working papers, drafts, or non-deliverable products. Examples include architecture documents, Project notes, and Project artifacts.

Section 2.03 Reporting Timelines.

(a) The Vendor will provide regular, scheduled reports according to *Attachment E-1 Reports Schedule.*

(b) DIR may assess tailored remedies, as allowed under *Exhibit B, Terms and Conditions, Section 11.02* if the Vendor fails to produce and submit all required reports according to the schedule provided in this Exhibit.

Article 3. Frequency of Reports.

Vendor will provide specific, regular reports as identified in this Exhibit.

Article 4. Methodology for Updating Reporting Requirements.

The parties shall use the contract amendment process described in *Section 7.01 Amendments and Modifications*, of *Exhibit B Terms and Conditions,* to document changes to this Exhibit.

Article 5. Documents Referenced in *Exhibit E Reporting.*

Section 5.01 Attachments to *Exhibit E.*

Attachment E-1 Reports Schedule is associated with *Exhibit E Reporting*.

Section 5.02 *Exhibit E* Associated Plans and Timelines.

No plans and timelines are associated with *Exhibit E Reporting*.

Section 5.03 Other Referenced Documents in *Exhibit E.*

The following documents have been referenced in *Exhibit E Reporting*:

Other Referenced Documents in *Appendix E*	Description and Contents
Exhibit F Plans	Comprehensively addresses Management Plans for CTSA.

Attachment E-1. Reports Schedule.

Reports are required as circumstances warrant as more particularly described in the RFO, unless the frequency is indicated below:

E-1 Infrastructure Change/Release Management Reports, RFO Section 4.3.2.1.B

E-2 After Action Reports, RFO Sections 3.5.B.3.a and 4.3.2.1.D

E-3 Trouble Ticket Report, RFO Section 3.5.B.3.b

E-4 Trouble Ticket Aging Report by Customer, RFO Section 4.5.3.1.A

E-5 SLA Non-Compliance Report, RFO Section 4.5.3.1.B

E-6 Local services Sales Report, RFO Section 4.5.3.1.C

E-7 SOHO Sales Report, RFO Section 4.5.3.1.D

E-8 Number not assigned

E-9 Marketing Report, RFO Section 4.5.3.1.F

E-10 Weekly Electronic Status Report, RFO Section 4.7.3.1

E-11 Status for Projects by Customer Report, RFO Section 4.7.3.2

E-12 HUB Subcontractor Report, CTSA *Exhibit I, HUB Subcontracting Plan* and RFO Section 2.2.1.4.

E-13 Direct Sales Transactions Reports, Contract Front End, *Article 5*

E-14 ~~Security Monthly Progress and Performance Report (RFO Section 3.6.D)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-15 ~~Security Incident Reports (RFO Section 3.6.1.B.9)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-16 ~~Network Topology Maps and Discovery Reports (RFO Section 3.6.2.B.4.a)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-17 ~~Network Discovery Executive Summary Reports (RFO Section 3.6.2.B.4.b)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-18 ~~Network Discovery Anomaly Risk Analysis Reports (RFO Section 3.6.2.B.4.c)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-19 ~~Network Discovery Address Space Analysis (RFO Section 3.6.2.B.4.d)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-20 ~~Network Discovery Perimeter Reports (RFO Section 3.6.2.B.4.e)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-21 ~~Network Discovery Device Fingerprinting Reports (RFO Section 3.6.2.B.4.f)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-22 ~~*Ad hoc* reports/network maps (RFO Section 3.6.2.B.5)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-23 ~~CPT Progress & Status Report (RFO Section 3.6.4.B.7)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-24 ~~CPT Exploitation Report (RFO Section 3.6.4.B.11)~~ **NOT APPLICABLE TO THIS CONTRACT**

E-25 ~~CPT Findings Report (RFO Section 3.6.4.B.18), and~~ **NOT APPLICABLE TO THIS CONTRACT**

E-26 ~~Exceptions and Outstanding Vulnerabilities Report (RFO Section 3.6.5.B.10.c).~~
NOT APPLICABLE TO THIS CONTRACT

— End of Exhibit E —

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Verizon Business Network Services, Inc. (Vendor)

Exhibit F.
Plans

Exhibit F. Plans

Contents of *Exhibit F Plans* follow:

Article 1. Introduction. F-3
Article 2. Contractual Principles. F-3
Article 3. Methodology for Updating Associated Plans. F-4
Article 4. Documents Referenced in *Exhibit F.* F-4
Attachments F-1 through F-21. ..... F-8

Article 1. Introduction.

The purpose of *Exhibit F Plans* is to comprehensively address agreed-upon CTSA Management Plans.

Article 2. Contractual Principles.

Exhibit F Plans addresses the following principles:

(a) The Vendor is responsible for Services delivered under the CTSA.

(b) The Vendor shall demonstrate strong project management practices.

(c) The Vendor shall create, maintain, implement, and update management plans in accordance with this Exhibit.

(d) Initial and final drafts of the management plans are to be submitted to DIR for approval within the timeframes specified in Table 2 of *Section 4.02*, Plans and Timelines Associated with *Exhibit F*.

(e) The Vendor will provide updated management plans annually or as requested by DIR.

(f) The Management Plans, which were included in Vendor's Response to the RFO and have been negotiated for incorporation into the CTSA, include:

(1) ~~Network to Network Interface (NNI) Plan, RFO Section 3.1.1.1.C~~ **NOT APPLICABLE TO THIS CONTRACT**

(2) Capacity Management Plan, RFO Section 3.1.1.1.D

(3) Security Disaster Recovery/Business Continuity Plan, RFO Section 3.6.C

(4) ~~NOC Implementation Plan, RFO Section 3.7.B.1~~ **NOT APPLICABLE TO THIS CONTRACT**

(5) ~~NOC Management Plan, RFO Section 3.7.B.2~~ **NOT APPLICABLE TO THIS CONTRACT**

(6) ~~Controlled Penetration Testing (CPT) Management Plan, RFO Section 3.6.4.B.3~~ **NOT APPLICABLE TO THIS CONTRACT**

(7) Service Delivery Implementation Plan, RFO Section 4.1.1.1

(8) Marketing Plan, RFO Section 4.1.1.1.I

(9) Service Delivery Management Plan, RFO Section 4.1.2.1

(10) Order Process Implementation Plan, RFO Section 4.2.1.1

(11) Order Process Management Plan, RFO Section 4.2.2.1

(12) Change Management Implementation Plan, RFO Section 4.3.1.2

(13) Change Management Plan, RFO Section 4.3.2.1

(14) Inventory Management Implementation Plan, RFO Section 4.4.1.1

(15) Ongoing Inventory Management Plan, RFO Section 4.4.2.1

(16) Help Desk Implementation Plan, RFO Section 4.5.1.1

(17) Ongoing Help Desk Management Plan, RFO Section 4.5.2.1

(18) Billing Plan, RFO Section 4.6.2

(19) Program Management Plan, RFO Section 4.7.1.

(20) Ongoing Program Management Plan, RFO Section 4.7.2., and

(21) Disentanglement Plan, *Exhibit B Terms and Conditions, Section 11.06.*

Article 3. Methodology for Updating Associated Plans.

Section 3.01 Recommendations.

Either DIR or Vendor may submit to the other Party a recommendation for changes or additions to Plans. Such recommendation will be in writing and will:

(a) Specifically identify the portion or portions of the Plan to be changed,

(b) Include the specific language to accomplish the proposed change, and

(c) Identify the reasons for the proposal and anticipated improvements from the change or repercussions for failure to adopt the change. A copy of the recommendation will be provided to DIR and the Vendor.

Section 3.02 Review and Input.

DIR will determine whether input on the recommendation from any other Customers is appropriate, and will promptly circulate the recommendation to those identified. If DIR does request input from any other Customers, DIR will require any input to be provided in writing and submitted within a specified period of time, not to exceed 60 Business Days from the date of the recommendation.

DIR and Vendor will each receive a copy of the written input from the other Customers, if applicable. The Party making the recommendation may propose adjustments to the recommendation to address any input of the other Customers.

Section 3.03 Approval.

If DIR and Vendor agree upon the recommendation, the Parties will execute a revision to the Plan, as applicable, which will be effective when signed by authorized representatives of both DIR and Vendor and the revised Plan will be posted in a location agreed to by Vendor and DIR.

An approved Plan revision resulting in a substantial change to CTSA operations may trigger a formal amendment process.

Section 3.04 Appeal.

If the DIR and Vendor cannot agree on a recommendation, the recommendation may be submitted to the Executive Steering Committee for resolution.

Article 4. Documents Referenced in *Exhibit F Plans.*

Section 4.01 Attachments to *Exhibit F*.

Once accepted by DIR, the final version of the following attachments will be incorporated as part of *Exhibit F Plans*:

Attachments to *Exhibit F*	Description and Contents
~~*Attachment F-1 Network to Network Interface Plan*~~ **NOT APPLICABLE TO THIS CONTRACT**	~~Per Section 3.1.1.1.C of the RFO and as negotiated between the Parties.~~
Attachment F-2 Capacity Management Plan	Per Section 3.1.1.1.D of the RFO as negotiated between the Parties.

Attachments to *Exhibit F*	Description and Contents
Attachment F-3 Security Disaster Recovery/Business Continuity Plan	Per Section 3.6.C of the RFO, as negotiated between the Parties
~~*Attachment F-4 NOC Implementation Plan*~~ **NOT APPLICABLE TO THIS CONTRACT**	~~Per Section 3.7.B.1 of the RFO as negotiated between the Parties.~~
~~*Attachment F-5 NOC Management Plan*~~ **NOT APPLICABLE TO THIS CONTRACT**	~~Per Section 3.7.B.2 of the RFO as negotiated between the Parties~~
~~*Attachment F-6 Controlled Penetration Testing (CPT) Management Plan*~~ **NOT APPLICABLE TO THIS CONTRACT**	~~Per Section 3.6.4.B.3 of the RFO as negotiated between the Parties.~~
Attachment F-7 Service Delivery Implementation Plan	Per Section 4.1.1.1 of the RFO as negotiated between the Parties.
Attachment F-8 Marketing Plan	Per Section 4.1.1.1.I of the RFO as negotiated between the Parties.
Attachment F-9 Service Delivery Management Plan	Per Section 4.1.2.1 of the RFO as negotiated between the Parties.
Attachment F-10 Order Process Implementation Plan	Per Section 4.2.1.1 of the RFO as negotiated between the Parties.
Attachment F-11 Order Process Management Plan	Per Section 4.2.2.1 of the RFO as negotiated between the Parties.
Attachment F-12 Change Management Implementation Plan	Per Section 4.3.1.2 of the RFO as negotiated between the Parties.
Attachment F-13 Change Management Plan	Per Section 4.3.2.1 of the RFO as negotiated between the Parties.
Attachment F-14 Inventory Management Implementation Plan	Per Section 4.4.1.1. of the RFO as negotiated between the Parties.
Attachment F-15 Ongoing Inventory Management Plan	Per Section 4.4.2.1 of the RFO as negotiated between the Parties.
Attachment F-16 Help Desk Management Plan	Per Section 4.5.1.1 of the RFO as negotiated between the Parties.
Attachment F-17 Ongoing Help Desk Management Plan	Per Section 4.5.2.1 of the RFO as negotiated between the Parties.
Attachment F-18 Billing Plan	Per Section 4.6.2 of the RFO as negotiated between the Parties.
Attachment F-19 Program Management Plan	Per Section 4.7.1. of the RFO as negotiated between the Parties.
Attachment F-20 Ongoing Program Management Plan	Per Section 4.7.2. of the RFO as negotiated between the Parties.
Attachment F-21 Disentanglement Plan	Per *Section 11.06, Exhibit B, Terms and Conditions* of the Contract.

Section 4.02 *Exhibit F* Associated Plans and Timelines.

The following plans and timelines are associated with *Exhibit F Plans*:

Table 1: *Exhibit F Plans* Associated Plans and Timelines

Exhibit F Associated Plans and Timelines	Initial Draft Due	Final Draft Due	Updates
~~*Attachment F-1 Network to Network Interface Plan*~~ **NOT APPLICABLE TO THIS CONTRACT**	~~Submitted with the Response.~~	~~No later than 30 days after Effective Date.~~	~~Annually, by Contract Anniversary Date, or as requested by DIR.~~
Attachment F-2 Capacity Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
Attachment F-3 Security Disaster Recovery/Business Continuity Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
~~*Attachment F-4 NOC Implementation Plan*~~ **NOT APPLICABLE TO THIS CONTRACT**	~~Submitted with the Response.~~	~~No later than 30 days after Effective Date.~~	~~Annually, by Contract Anniversary Date, or as requested by DIR.~~
~~*Attachment F-5 NOC Management Plan*~~ **NOT APPLICABLE TO THIS CONTRACT**	~~Submitted with the Response.~~	~~No later than 30 days after Effective Date.~~	~~Annually, by Contract Anniversary Date, or as requested by DIR.~~
~~*Attachment F-6 Controlled Penetration Testing (CPT) Management Plan*~~ **NOT APPLICABLE TO THIS CONTRACT**	~~Submitted with the Response.~~	~~No later than 30 days after Effective Date.~~	~~Semi - annually, by Contract Anniversary Date, or as requested by DIR.~~
Attachment F-7 Service Delivery Implementation Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
Attachment F-8 Marketing Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
Attachment F-9 Service Delivery Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR.
Attachment F-10 Order Process Implementation Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-11 Order Process Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-12 Change Management Implementation Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-13 Change Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR

Exhibit F Associated Plans and Timelines	Initial Draft Due	Final Draft Due	Updates
Attachment F-14 Inventory Management Implementation Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-15 Ongoing Inventory Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-16 Help Desk Management Plan	Submitted with the Response	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-17 Ongoing Help Desk Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-18 Billing Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-19 Program Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-20 Ongoing Program Management Plan	Submitted with the Response.	No later than 30 days after Effective Date.	Annually, by Contract Anniversary Date, or as requested by DIR
Attachment F-21 Disentanglement Plan	As required by *Section 11.06* of the Contract.	N/A	N/A

Section 4.03 Other Referenced Documents in *Exhibit F.*

No other documents are referenced in *Exhibit F Plans.*

Attachments F-1 through F-21.

— End of Exhibit F —

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Verizon Business Network Services, Inc. (Vendor)

Exhibit G.
Insurance

Exhibit G. Insurance

Contents of *Exhibit G Insurance* follow:

Article 1. Introduction.....G-3
Article 2. Insurance Contractual Principles. G-3
Article 3. Methodology for Updating Associated *Exhibit G* Attachments and Plans. G-4
Article 4. Documents Referenced in *Exhibit G.*.....G-4
Attachment G-1. Vendor's Certificate of Insurance. G-5

Article 1. Introduction.

The purpose of *Exhibit G Insurance* is to address the Vendor Insurance requirements for the CTSA.

Article 2. Insurance Contractual Principles.

(a) Vendor agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance with the specified minimum limits of liability during the term of this Contract and shall provide proof of such insurance coverage to DIR within five (5) Business Days following the execution of the CTSA. Vendor may not begin performance under the CTSA until such proof of insurance coverage is provided to, and approved by, DIR, in its sole and absolute discretion. All required insurance must be issued by companies whose A.M. Best Company Financial Strength Ratings are at least A – financially rated and duly licensed, admitted, and authorized to do business in the State. DIR will be named as Additional Insured on all required coverage (except for Worker's Compensation coverage). Notwithstanding the foregoing, the parties agree that Vendor's carrier(s) for non-Worker's Compensation and non-Business Automobile Liability coverages may be a company other than one admitted in the State, so long as the company has a minimum A.M. Best Company Financial Strength Rating of A- and complies with all other requirements stated herein. The minimum acceptable insurance provisions are as follows:

(1) Commercial General Liability: Commercial General Liability must include a combined single limit of $500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of $500,000. The policy shall contain the following provisions:

(A) Blanket contractual liability coverage for liability assumed under the Contract;

(B) Independent Contractor coverage;

(C) State, DIR and Customer listed as an additional insured;

(D) 30-day Notice of Termination in favor of DIR and/or Customer; and

(E) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

(2) Workers' Compensation Insurance: Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of $250,000 bodily injury per accident, $500,000 bodily injury disease policy limit, and $250,000 per disease per employee.

(3) Business Automobile Liability Insurance: Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

(A) Waiver of Subrogation;

(B) 30-day Notice of Termination; and

(C) Additional Insured.

(b) Similar coverage as described above shall be required from Vendor in each instance in which it agrees to perform work related to Services at a Customer's premises. A certificate of insurance demonstrating compliance with these coverages and listing the Customer as the additional Insured shall be provided to the Customer prior to Vendor commencing work at a Customer's premises.

Article 3. Methodology for Updating Associated *Exhibit G* Attachments and Plans.

There is no need to update *Attachment G-1 Vendor's Certificate of Insurance.* Any changes to insurance will be made at the exhibit level.

Article 4. Documents Referenced in *Exhibit G Insurance.*

Section 4.01 *Exhibit G Insurance* Attachments.

In *Attachment G-1 Vendor's Certificate of Insurance,* Vendor has included its Certificate of Insurance, which sets forth the Vendor's insurance coverage.

Attachments to *Exhibit G*	Description
Attachment G-1 Vendor's Certificate of Insurance	Vendor's Certificate of Insurance

Section 4.02 Plans Associated with *Exhibit G Insurance.*

There are no plans referenced in *Exhibit* G *Insurance.*

Section 4.03 Other Referenced Documents in *Exhibit G Insurance.*

There are no other documents referenced in *Exhibit G Insurance*

Attachment G-1. Vendor’s Certificate of Insurance.

— End of Exhibit G —

TEX-AN NG
Communications Technology
Services Agreement

Between

The State of Texas, acting by and through the
Texas Department of Information Resources

and

Verizon Business Network Services, Inc. (Vendor)

Exhibit H.
Form of TEX-AN NG
Customer Services Agreement

Exhibit H. Form of TEX-AN NG Customer Services Agreement

Contents of *Exhibit H Form of TEX-AN NG Customer Services Agreement* follow:

Article 1. Introduction. H-3
Article 2. Contractual Principles. H-3
Article 3. Methodology for Updating Associated Exhibit Attachment. H-3
Article 4. Documents Referenced in *Exhibit H.* H-4
Attachment H-1. TEX-AN NG Customer Services Agreement. H-5
Attachment H-2. TEX-AN NG Customer Services Agreement – Standard Terms and Conditions. H-8

Article 1. Introduction.

The purpose of *Exhibit H Form of TEX-AN NG Customer Services Agreement* is to address the agreed-upon form of the TEX-AN NG Customer Services Agreement.

Article 2. Contractual Principles.

(a) *Attachment H-1 TEX-AN NG Customer Service Agreement* and *Attachment H-2 TEX-AN NG Customer Service Agreement – Standard Terms and Conditions* are the templates for the Form of TEX-AN NG Customer Service Agreement among Vendor, DIR, and Customer.

(b) *Attachment H-1 TEX-AN NG Customer Service Agreement* is a template which will be the basis of negotiations with Customers. *Attachment H-2 TEX-AN NG Customer Service Agreement – Standard Terms and Conditions* template contains the terms and conditions between and among the Parties, but is contemplated by the Parties that this template might be adjusted as needed to accommodate the requirements of all Parties to such agreement. The terms and conditions of a TEX-AN NG Customer Service Agreement may be negotiated to meet Customer business needs, so long as the TEX-AN NG Customer Service Agreement terms and conditions do not conflict with or weaken the terms of the CTSA.

Article 3. Methodology for Updating Associated Exhibit Attachment.

Section 3.01 Recommendations.

In addition to negotiations with Customers to reach an acceptable TEX-AN NG Customer Services Agreement, either DIR or Vendor may submit to the other Party a recommendation for changes or additions to *Attachment H-1 TEX-AN NG Customer Service Agreement* and *Attachment H-2 TEX-AN NG Customer Service Agreement – Standard Terms and Conditions.* Such recommendation will be in writing and will:

(a) Specifically identify the portion or portions of the Attachment to be changed,

(b) Include the specific language to accomplish the proposed change, and

(c) Identify the reasons for the proposal and anticipated improvements from the change or repercussions for failure to adopt the change.

Section 3.02 Review and Input.

(a) DIR will determine whether input on the recommendation from any other Customers is appropriate, and will promptly circulate the recommendation to those identified. If DIR does request input from any other Customers, DIR will require any input to be provided in writing and submitted within a specified period of time, not to exceed 10 Business Days from the date of the recommendation.

(b) DIR and Vendor will each receive a copy of the written input from the other Customers, if applicable. The Party making the recommendation may propose adjustments to the recommendation to address any input of the other Customers.

Section 3.03 Approval.

If DIR and Vendor agree upon the recommendation, the Parties will execute a revision to the Attachment(s), as applicable, which will be effective when signed by authorized representatives of both DIR and Vendor and the revised Attachment(s) will be posted in a location agreed to by Vendor and DIR.

Section 3.04 Appeal.

If the DIR and Vendor cannot agree on a recommendation, the recommendation may be submitted to the Executive Steering Committee for resolution.

Article 4. Documents Referenced in *Exhibit H Form of TEX-AN NG Customer Services Agreement.*

Section 4.01 Attachments to *Exhibit H.*

The following attachments are incorporated as part of *Exhibit H Form of TEX-AN NG Customer Services Agreement*:

Attachments to *Exhibit H*	Description and Contents
Attachment H-1 Form of TEX-AN NG Customer Services Agreement	*Attachment H-1 Form of TEX-AN NG Customer Services Agreement* and *Attachment H-2 Form of TEX-AN NG Customer Services Agreement – Standard Terms and Conditions* provide the agreement to be executed by authorized representatives of the Vendor, Customer, and DIR to maximize standardization of the terms and conditions and provide DIR the opportunity for oversight of the contractual relationship between Customer and Vendor.
Attachment H-2 Form of TEX-AN NG Customer Services Agreement – Standard Terms and Conditions	

Section 4.02 *Exhibit H* Associated Plans and Timelines.

No plans and timelines are associated with *Exhibit H Form of TEX-AN NG Customer Services Agreement.*

Section 4.03 Other Referenced Documents in *Exhibit H.*

No documents are referenced in *Exhibit H Form of TEX-AN NG Customer Services Agreement.*

Attachment H-1. TEX-AN NG Customer Services Agreement.

TEX-AN NG
Customer Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Verizon Business Network Services, Inc. (Vendor)

DIR Contract No. DIR-TEX-AN NG - CSA-ICXXX

TEX-AN NG Customer Services Agreement

This TEX-AN NG Customer Services Agreement is effective as of the date of the last party to sign, (Effective Date), by and between the Texas Department of Information Resources (DIR), Verizon Business Network Services, Inc. (Vendor), and _____ (Customer). DIR, Vendor, and Customer may each be referred to as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

Capitalized terms not defined herein shall have the meaning set forth in the CTSA, *Exhibit A*.

BACKGROUND

The TEX-AN NG Program is authorized by Chapter 2170, Texas Government Code, and Services have been procured by compliance with the applicable public procurement laws of the State of Texas. This TEX-AN NG Customer Services Agreement is based on, and subject to, the CTSA between DIR and Vendor dated December 22, 2011_, DIR Contract Number DIR-TEX-AN NG CTSA-010, including the TEX-AN NG Customer Services Agreement Standard Terms and Conditions.

AGREEMENT

IN CONSIDERATION of mutual covenants and agreements contained in this TEX-AN NG Customer Services Agreement, DIR, Vendor, and Customer agree as follows:

1. Customer may receive Services provided by Vendor by agreeing to abide by this TEX-AN NG Customer Services Agreement, including the TEX-AN NG Customer Services Agreement Standard Terms and Conditions. The CTSA and this TEX-AN NG Customer Services Agreement represent the entire agreement for access to, and use of, certain Services by Customer. The term of this CSA is from the Effective Date through _____. The Parties understand and agree that notwithstanding any other provision in this TEX-AN-NG-CSA or the CTSA, this CSA shall terminate and expire simultaneously with the expiration and/or termination of the CTSA.

2. Except as provided herein, all Services are provided to Customers through DIR. Certain Services require the execution of this TEX-AN NG Customer Services Agreement. The Services and the related Rates therefore that are subject to the execution of the TEX-AN NG Customer Services Agreement are attached as *Exhibit B*. Specifications and additional terms for these certain Services shall be described in *Exhibit D* to this TEX-AN NG Customer Services Agreement, if ordered by Customer. The Services actually ordered by Customer will be listed in *Exhibit C* and attached hereto, and is incorporated by reference for all purposes into this TEX-AN NG Customer Services Agreement.

3. Authorized Exceptions to *Attachment H-2 TEX-AN NG Customer Services Agreement – Standard Terms and Conditions:*

   List, if any, or “None”

4. All notices permitted or required under this TEX-AN NG Customer Services Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, e-mail, or certified mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one calendar day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five calendar days after deposit with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as each Party may specify in writing.

   If to DIR: Texas Department of Information Resources
   Attn: Grace Windbigler, Contract Manager for TEX-AN NG

	300 W. 15th Street, Suite 1300, Austin, TX 78701
With a copy to:	Texas Department of Information Resources, Communications Technology Services Division
	Attn: Division Director or his designee 300. W 15th Street, Suite 1300, Austin, Texas 78701
If to Vendor:	Verizon Business Network Services, Inc. 9001 N. Interstate HWY 35, Suite 100 Austin, TX 78753
With a copy to:	General Counsel for Vendor (Legal Notice)
If to Customer:	Customer Address
With a copy to:	General Counsel for Customer (Legal Notice)

AGREED AND ACCEPTED:

Verizon Business Network Services, Inc.

By: _____

Print Name:_____

Title: _____

Texas Department of Information Resources

By: _____

Print Name: _____

Title:_____

Office of General Counsel: _____

Customer:

By: _____

Print Name:_____

Title: _____

Attachment H-2. TEX-AN NG Customer Services Agreement – Standard Terms and Conditions.

These standard terms and conditions apply to each TEX-AN NG Customer Services Agreement, to which they are incorporated, by and between the Texas Department of Information Resources (DIR), Vendor (Vendor) and Customer. DIR, Vendor, and Customer may each be referred to herein as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

STANDARD TERMS AND CONDITIONS

1. TEX-AN NG Customer Services Agreement Elements.

1.1 The Parties acknowledge and agree that the terms of the CTSA will apply to the TEX-AN NG Customer Services Agreement, and will remain in full force and effect except as may be expressly modified by the terms of a TEX-AN NG Customer Services Agreement or any amendment to the CTSA made in accordance with specific provisions of the CTSA, *Article 7 Contract Amendments*. In the event of any conflict between the terms and conditions of a TEX-AN NG Customer Services Agreement and those of the CTSA, the terms and conditions in the CTSA will govern with respect to the Parties and the Services delivered, unless the TEX-AN NG Customer Services Agreement specifically identifies by section number a clause of the CTSA and indicates that the TEX-AN NG Customer Services Agreement will be controlling.

1.2. Notwithstanding the foregoing, the Parties agree that as between Vendor and DIR on the one hand, and Customer on the other, *Sections 7.1 and 7.2* in the TEX-AN NG Customer Services Agreement Terms and Conditions (this document) will control over any expressly conflicting statement contained in the CTSA, if any. The Parties acknowledge the CTSA is subject to subsequent amendment by Vendor and DIR pursuant to its terms and agree that, to the extent any such amendments impact any TEX-AN NG Customer Services Agreement terms and conditions, such amendments will automatically apply to the TEX-AN NG Customer Services Agreement with no further action by the Parties.

1.3 TEX-AN NG Customer Services Agreements will continue until terminated as specified therein, and subject to the terms of the CTSA, and Vendor will provide the Services described in the agreed Exhibits to the TEX-AN NG Customer Services Agreement.

2. DIR's Role as Billing Agent.

Customer acknowledges that in order for Vendor to provide Services pursuant to a TEX-AN NG Customer Services Agreement, DIR must be a Party to the TEX-AN NG Customer Services Agreement in order to fulfill its role as billing agent on behalf of Vendor.

3. Certain Services Available to Customer.

Vendor offers a variety of Services which are available to Customer; some of those Services may only be obtained by execution of a TEX-AN NG Customer Services Agreement. The specific list of Services that Vendor is authorized to offer to Customer under this TEX-AN NG Customer Services Agreement are found in *Appendix B* hereto. The specific Services Customer is ordering is contained in *Appendix C* hereto. Additional terms and conditions required by Vendor to provide the ordered Services are contained in *Appendix D* hereto.

4. Rates.

4.1 For the Services provided by Vendor, Vendor is entitled to its portion of the Rates set out in *Appendix B* to this TEX-AN NG Customer Services Agreement. A TEX-AN NG Customer Services Agreement shall be modified for the addition of Rates as new Services are included in the TEX-AN NG Customer Services Agreement based on mutual agreement of DIR, Vendor, and Customer.

4.2 In its role as billing agent for Vendor, DIR shall bill to Customer the "Rates To DIR," plus an additional percentage as DIR's CRF, as authorized by Chapter 2170, Texas Government Code and any applicable telecommunications fees and surcharges. Vendor and Customer acknowledge and agree that DIR shall retain its CRF from the amounts it collects from Customer, prior to paying the net amount to Vendor.

5. Criminal History Background Checks.

Prior to commencement of any Services under this TEX-AN NG Customer Services Agreement, certain Customers may require background and/or criminal history investigation of certain of the Vendor's employees, agents and Subcontractors who will be providing Services to Customer, per Section 411.1405 of the Texas Government Code, if it possesses legislative authority to require such investigations. Should any employee, agent, or Subcontractor of the Vendor who will be providing Services to Customer under the TEX-AN NG Customer Services Agreement not be acceptable to the Customer, in its sole and absolute discretion, as a result of the background and/or criminal history check, then the Customer may immediately request replacement of the Vendor's employee, agent or Subcontractor in question.

6. Customer Obligations.

In addition to any other Customer obligations set out in the Appendices to this TEX-AN NG Customer Services Agreement and the CTSA, Customer will have the obligations herein.

6.1 Customer will pay, when due, all invoices received from DIR pursuant to this TEX-AN NG Customer Services Agreement and the CTSA

6.2 Customer will issue a Purchase Order to DIR for the Services listed on *Appendix C*, and shall maintain the currency of such Purchase Order as the ordering of Services changes over the life of the TEX-AN NG Customer Services Agreement.

6.3 Customer will provide a billing contact to DIR and keep such information current at all times during the life of the TEX-AN NG Customer Services Agreement.

6.4 Customer will cooperate with Vendor in Vendor's performance of its obligations and the Services under this Agreement. Customer will make its internal systems and Equipment available if required by Vendor. Customer retains full responsibility for the physical security of its internal systems and Equipment.

6.5 Customer will comply with the terms of use statement, which is displayed on the Vendor TEX-AN NG Website, and with all applicable laws related to communications received from or distributed to individuals using the TEX-AN NG system and Services.

6.6 Customer will provide access to its information and systems as necessary to assist Vendor in performing its obligations and the Services hereunder and under the CTSA.

6.7 Customer will follow reasonable security standards regarding physical security, data, and systems, and will not knowingly or negligently take actions to, or by omissions

put, the Vendor Network or the Consolidated State Network or Customer Network at risk of loss, damage, or breach of security.

6.8 Customer will at all times be responsible for the security of its physical premises.

6.9 Customer retains full responsibility for the conduct of its Authorized End Users in the use of the Services.

6.10 Customer will notify Vendor in writing of all laws, rules and regulations, and changes thereto, that affect Services offered pursuant to this TEX-AN NG Customer Services Agreement.

7. Representations and Warranties by Vendor.

7.1 Vendor represents, warrants and covenants that the Services provided by Vendor will not infringe or misappropriate any right of, and will be free of any claim of, any third person or entity based on copyright, patent, trade secret, or other Intellectual Property rights. Customer agrees that the sole remedy for any breach of the foregoing is the indemnification set forth in *Section 14.01* ("Infringement Indemnification") of the CTSA. Vendor agrees that it shall take reasonable efforts to include the indemnity provision or substantially similar language as provided for in *Section 14.01(a)* of the CTSA into its Subcontracts, in which Subcontractors participate in the development or delivery of the Services or Software.

7.2 (a) For any claim or cause of action arising under or related to the TEX-AN NG Customer Services Agreement, neither Party will be liable to the other Party for indirect, punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

(b) EACH PARTY'S LIABILITY TO THE OTHER UNDER THE TEX-AN NG CUSTOMER SERVICES AGREEMENT WILL NOT EXCEED THE TOTAL VALUE OF VENDOR'S INVOICES TO CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE FILING OF A LAWSUIT.

(c) Exceptions to Limitations of Liability. This *Section* 7.2 will not apply with respect to:

(1) Losses occasioned by the fraud (except as rendered inapplicable to the State, DIR and all state agency and local government Customers pursuant to Section 11.03(e) of Exhibit B to the CTSA), willful misconduct, or gross negligence of a Vendor.

(2) Losses that are the subject of indemnification under this TEX-AN NG Customer Services Agreement.

(3) Losses occasioned by any breach of Vendor's or Customer's obligations under *Article 10, Exhibit B to the CTSA.*

(d) Items Not Considered as Damages. The following will not be considered damages subject to, and will not be counted toward the liability exclusion or cap specified herein:

(1) Amounts payable by or assessed against Vendor pursuant to Exhibit D ("Performance Management") of the CTSA.

(2) Amounts withheld by DIR in accordance with this TEX-AN NG Customer Services Agreement due to incorrect charges or Services not provided.

(3) Amounts paid by Customer but subsequently recovered from Vendor due to incorrect charges or services not provided.

(4) Vendor Invoiced Rates To DIR, Prices, telecommunications fees and surcharges and other amounts that are due and owing to Vendor for Services under this TEX-AN NG Customer Services Agreement.

7.3 Vendor represents and warrants that Vendor, to the best of its knowledge, has no actual or potential conflicts of interest in providing Services to Customer under the TEX-AN NG Customer Services Agreement and that Vendor's provision of Services under the TEX-AN NG Customer Services Agreement to the best of its knowledge would not reasonably create an appearance of impropriety.

7.4 Vendor represents and warrants that neither Vendor nor any person or entity, which will participate financially in the TEX-AN NG Customer Services Agreement, has received compensation from Customer for participation in preparation of specifications for the TEX-AN NG Customer Services Agreement. Vendor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with the TEX-AN NG Customer Services Agreement.

8. General Terms.

8.1 Customer agrees and acknowledges that the terms of the CTSA related to *Force Majeure*, Confidential Information, and any additional limitations on damages will apply to the TEX-AN NG Customer Services Agreement. This section only applies to the extent authorized by law.

8.2 Except as expressly provided herein, no provision of the TEX-AN NG Customer Services Agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, Customer does not waive any privileges, rights, defenses, remedies or immunities available to Customer by execution of this TEX-AN NG Customer Services Agreement.

8.3 This TEX-AN NG Customer Services Agreement will be construed and governed by the laws of the State of Texas and is performable in Travis County, Texas. Venue for any action relating to a TEX-AN NG Customer Services Agreement is in State courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

8.4 If one or more provisions of this TEX-AN NG Customer Services Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the TEX-AN NG Customer Services Agreement and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

8.5 Except as provided in *Section 1.2* above, the TEX-AN NG Customer Services Agreement may be amended only upon written agreement between DIR, Vendor, and Customer, but in no case will the TEX-AN NG Customer Services Agreement be amended so as to make it conflict with the laws of the State.

8.6 Neither DIR, nor Vendor, nor Customer may assign or transfer this TEX-AN NG Customer Services Agreement without the written consent of the other Parties, which consent will not be unreasonably withheld, except that upon written notice to DIR and Customer, Vendor may assign the TEX-AN NG Customer Services Agreement with-

out DIR's and Customer's consent to any Affiliate that Vendor controls, is controlled by, or is under common control with, (provided such entity is adequately capitalized) or to any entity which acquires or succeeds to all or substantially all of the business or assets of Vendor whether by consolidation, merger, sale or otherwise (such as a spin-off of Vendor); and provided further, that upon written notice to Vendor, either DIR and /or Customer may assign the TEX-AN NG Customer Services Agreement without the Vendor's consent to any State entity designated by the Texas Legislature as being the successor to all contracts of either DIR and/or the Customer. The Parties covenant to fully cooperate in executing such instruments as necessary to keep accurate records of the names of all Parties hereto. Notwithstanding the foregoing, Vendor may, without DIR's consent, assign or delegate in whole or relevant part, its rights and obligations under this TEX-AN NG Customer Service Agreement to a third party work to be performed under this TEX-AN NG Customer Service Agreement, but Vendor will in each such case remain financially responsible for the performance of such obligations.

8.7 *Exhibit B Terms and Conditions*, *Sections 14.01 Infringement Indemnification and 14.02 Exceptions* of the CTSA is incorporated herein by reference and will apply to work product created by Vendor pursuant to the TEX-AN NG Customer Services Agreement.

8.8 Vendor will serve as an independent contractor in providing Services under this TEX-AN NG Customer Services Agreement. Vendor's employees are not and will not be construed as employees of Customer.

8.9 Vendor will have no authority to act for or on behalf of Customer except as provided for in the TEX-AN NG Customer Services Agreement and the CTSA; no other authority, power, or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of Customer other than those incurred in performance of the TEX-AN NG Customer Services Agreement.

8.10 In addition to the requirements of *Exhibit B Terms and Conditions*, *Section 8.01 Financial record retention and audit* of the CTSA, Vendor will maintain and retain supporting fiscal documents adequate to ensure that claims for TEX-AN NG Customer Services Agreement funds associated with the TEX-AN NG Customer Services Agreement are in accordance with applicable State requirements. These supporting fiscal documents will be retained by Vendor for a period of four (4) years after the date of submission of the final invoices.

8.11 *Exhibit D Performance Management* of the CTSA addresses the agreed upon performance criteria for Vendor's Services available to Customer. Customer may notify DIR in writing of alleged performance failures and DIR may, in its sole and absolute discretion, as between DIR and Customer, determine that a performance Deficiency may have occurred.

8.12 The Parties understand and agree that certain personal and/or sensitive information may be transmitted and/or received in connection with this TEX-AN NG Customer Services Agreement. The Parties agree to apply reasonable and prudent management controls and methods to protect sensitive information in its possession in a manner that complies with all applicable State and Federal laws, rules and regulations.

9. Termination.

9.1 The TEX-AN NG Customer Services Agreement is effective upon execution by representatives of DIR, Vendor, and Customer and expires upon termination or expira-

tion of the CTSA (as renewed or extended), unless the TEX-AN NG Customer Services Agreement is earlier terminated as set forth below, or extended in accordance with *Section 9.4* below.

9.2 In the event that any Party fails to carry out or comply with any of the material terms and conditions of the TEX-AN NG Customer Services Agreement, another Party may notify the breaching Party of such failure or default in writing and demand that the failure or default be remedied within 30 calendar days. In the event that the breaching Party fails to remedy such failure or default within 30 calendar days of receiving written notice, each other Party will have the right to cancel the TEX-AN NG Customer Services Agreement effective immediately.

Notwithstanding the foregoing, Customer will not have the right to cancel the TEX-AN NG Customer Services Agreement if Vendor's failure or inability to comply with the terms and conditions of the TEX-AN NG Customer Services Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Customer to provide the support and assistance that Vendor requires from Customer to perform its obligations under the TEX-AN NG Customer Services Agreement, and which Customer previously agreed to provide to Vendor. If Customer does not provide Vendor with the requisite level or amount of support, for whatever reason, Vendor will seek input and advice from DIR by providing DIR with no less than a two business days notice to enable DIR to intervene, in DIR's sole and absolute discretion, with such Customer after which Vendor will be entitled (but not obligated) to suspend or cancel any further work on the particular Service for which adequate support is not available, and focus its efforts on other Services within scope for the Customer.

9.3 Except as otherwise provided in the CTSA, or as provided below, DIR or Vendor may terminate the TEX-AN NG Customer Services Agreement for convenience and without cost or penalty upon 90 days' prior written notice.

9.4 Upon written amendment signed by all Parties, Customer and Vendor may continue Vendor's Services under the TEX-AN NG Customer Services Agreement, notwithstanding the expiration or termination of the CTSA only for such period of time as necessary to transition the Customer and Services to a successor service provider.

9.5 Unless otherwise provided in *Appendix A* hereto, pursuant to the provisions of CTSA, the Customer will pay any unrecovered costs associated with Vendor providing Services to it through the CTSA, if the Customer terminates the TEX-AN NG Customer Services Agreement for convenience.

9.6 DIR may terminate this TEX-AN NG Customer Services Agreement without recourse following the determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given any Thing of Value to an officer or employee of Customer or the State in violation of State law.

10. Dispute Resolution.

If a dispute seeking money damages is identified by DIR, Vendor, or Customer, dispute resolution will follow the procedures outlined in *Exhibit B Terms and Conditions*, *Section 11.10 Dispute Resolution* of the CTSA, which references Chapter 2260, Texas Government Code. Any pursuit of equitable relief will not constitute a waiver by DIR or Customer of any immunity from suit or liability. Notwithstanding the foregoing, DIR and Customer are not precluded from initiating a lawsuit for damages against Vendor in a court of competent

jurisdiction and may do so without engaging in the process provided by Chapter 2260, Texas Government Code.

11. End of Agreement-Life Transition.

11.1 Agreed Language. This TEX-AN NG Customer Services Agreement, DIR Contract No. DIR–TEX-AN NG–CSA – IC XXX, is in effect from _____ until 12:00:00 p.m., _____, and for such further period as allowed by the TEX-AN NG Customer Services Agreement (the "Effective Expiration Date of the TEX-AN NG Customer Services Agreement"). In order to ensure the smooth transition of Services from Vendor to a successor service provider, the Parties agree to the following assignment language for this TEX-AN NG Customer Services Agreement:

Notwithstanding any other provision of this TEX-AN NG Customer Services Agreement, the following assignment provision applies:

Effective as of one second after the expiration of the CTSA, without the necessity of execution of additional documents, and at no cost to DIR or the Customer, Vendor hereby agrees to the absolute and complete assignment of this TEX-AN NG Customer Services Agreement to DIR or a successor service provider, provided that the following occurs on or by 5:00 p.m. of the Business Day of the final expiration date of the CTSA:

DIR or the successor service provider agrees to assume all TEX-AN NG Customer Services Agreement obligations and liabilities that arise on and after one second after the final expiration of the CTSA, and is responsible to pay to Vendor the applicable transition assignment fees, if any, as set forth in the Transition Assignment Liability Schedule attached to this TEX-AN NG Customer Services Agreement. In all events, Vendor remains responsible for all TEX-AN NG Customer Services Agreement obligations and liabilities that arise prior to the final expiration date of the CTSA.

11.2 No Cost. Vendor is not authorized to charge the Customer, DIR or successor service provider, a fee or cost for the assignment.

Appendix A. Form of Transition Assignment Liability Schedule.

Customer Name: _____

Appendix B: Service Descriptions and Rates.

Customer Name: _____

List of Services and applicable Rates Available Under this TEX-AN NG Customer Service Agreement
1. 2. … x.

Rate Schedule to Customer (includes DIR Cost Recovery Fee)
1. 2. … x.

_____ _____

Customer Initials & Date Vendor Initials & Date

Appendix C: Ordered Services Description.

Customer Name: _____

The Vendor offers a variety of Services to Customers. The specific list of Services that are eligible to be ordered under the TEX-AN NG Customer Services Agreement and that Customer has ordered from Vendor under this Agreement are set forth in this *Appendix C.* The Parties agree to fully cooperate to amend the TEX-AN NG Customer Services Agreement to keep this Exhibit accurate and current in a timely manner.

Service	Description

Appendix D. Specifications and Additional Terms.

Customer Name: _____

Specifications and additional terms that apply to the *Exhibit C Ordered Services Description*.

Specification or Terms	Description

— End of Exhibit H —

TEX-AN NG
Communications Technology Services Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Verizon Business Network Services, Inc. (Vendor)

Exhibit I.
HUB Subcontracting Plan

Attach current and completed HUB Form.

— End of Exhibit I —

PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)

Cost Recovery Fee = 4%

VoIP Services		
VoIP Trunking Services. In lieu of all other rates, discounts and promotions, Customer will pay the following MRCs and NRCs plus Access Service, shown separately, for VoIP Services and related optional features/services. Charges are fixed for the Term, based upon the service type.		
VoIP Service Elements		
VoIP Components		
	IP Integrated Access/IP Trunking (Minimum of 2 Concurrent Call Paths)	
	LD Overage/Usage	
	Optional Network and Add-On Features	
	Service Establishment Fee (Minimum of 20 DIDs for Inbound Service)	
Optional Services		
	VoIP International (International	
	IP Contact Center	
Transport Components		
	Required Verizon Internet or MPLS	
	Verizon Local Access Services	
Customer Premises Equipment (CPE) Components		
	Required Verizon Managed Service	
	Optional Managed Hardware Rental	
VoIP Components		
Service Description	**End User Pricing**	
	MRC	**NRC**
IP Integrated Access/IP Trunking		
Concurrent Call Charge		
Tiered		
250 Local and LD	$20.38	N/A
250 Local and LD with BEST	$27.66	N/A
750 Local and LD	$27.66	N/A
750 Local and LD with BEST	$34.94	N/A
250 LD only	$8.74	N/A
250 LD only with BEST	$16.02	N/A
750 LD only	$16.02	N/A
750 LD only with BEST	$23.30	N/A
LD Overage	$0.02	N/A
Metered		
Local and LD	$18.20	N/A
Local and LD with BEST	$25.48	N/A
LD only	$5.10	N/A
LD only with BEST	$12.38	N/A
LD Per Minute Rate	$0.02	N/A
Optional Network and Add-On Features		
CNAM	$1.09	N/A
Redirect to TN (Per TN)	$1.46	$1.56
Alternate Route Recovery Service	$2.91	N/A
DID Blocks of 20 (only sold in blocks of 20)	$4.55	$4.17
IP Contact Center Services		
VoIP Inbound		
VoIP Inbound Charge Types		
VoIP Inbound Service Activation, per VoIP Inbound IP Connection	N/A	$78.00
VoIP Inbound Service Change	N/A	$104.00
VoIP Inbound Subscription	$104.00	N/A
Agent Registration Change	N/A	$26.00
Bill Payer Service Change	N/A	$26.00
Transport		
VoIP Inbound Toll Free	$0.01	N/A
Local Origination with IP IVR		
Dedicated	$0.0104	N/A
Switched	$0.0177	N/A
IP	$0.0073	N/A

Service Description	End User Pricing	
	MRC	NRC
Local Origination without IP IVR		
Dedicated	$0.0148	N/A
Switched	$0.0251	N/A
IP	$0.0122	N/A
VoIP Inbound Features		
Transfer Features		
Unattended SIP Transfer (Per Use)	N/A	$0.021
Two-Channel Agent-attended SIP Transfer (Per Use)	N/A	$0.021
Enhanced CNAM (Per Delivery)	N/A	$0.052
Combined Features Package		
Feature Package	$52.00	$52.000
Service Change	N/A	$26.000
A La Carte Features		
Alternative Routing		
Per Plan/TN	$52.00	N/A
Per Plan Installation	N/A	$52.000
Per TN Installation	N/A	$10.400
Service Change (Per Plan/TN)	N/A	$52.000
Call Area Selection/Tailored Call Coverage		
Per TN	$52.00	$156.000
Service Change	N/A	$52.000
Day of Year Routing/Holiday Routing		
Per TN	$52.00	$114.400
Service Change	N/A	$52.000
DNIS		
Service	$52.00	$520.000
Service Change	N/A	$52.000
DMR		
Per Change	N/A	$52.000
Network Call Redirect		
Metered		
Active Table	$10.40	N/A
Inbound/Outbound Network Call Redirect (Per Call)	N/A	$0.031
Non-Metered		
Active Table	N/A	$156.000
Service Change	N/A	$52.000
Account Codes		
Supplemental Codes (per block of 100)	$31.20	$52.000
Supplemental Codes Service Change	N/A	$52.000
Account Codes (per 800 number)	$52.00	N/A
IP Interactive Voice Response		
Platform Duration	$0.031	N/A
Feature Charges (per instance)		
Menu	$0.062	N/A
Message	$0.062	N/A
Database	$0.073	N/A
Network Database	$0.073	N/A
Announced Connect	$0.010	N/A
BNAR	$0.010	N/A
TakeBack and Transfer (Including SIP REFER Transfers)	$0.052	N/A
Caller TakeBack	$0.052	N/A
Element Charges		
IP IVR Application	$260.00	N/A
IP IVR with Survey (minimum six months)	$260.00	N/A
IP IVR Remote Audio Update	$260.00	N/A
Network Database	$520.00	N/A
Admin Application For DTMF Updates	$260.00	N/A
IP IVR Monthly CCR	$156.00	N/A
IP IVR Weekly CCR	$312.00	N/A
IP IVR Daily CCR	$780.00	N/A
Incidential Charges		
IP IVR Basic		
New IP IVR Application (up to 50 messages)	N/A	$1,040.000
New IP IVR Application (50 + messages)	N/A	$1,040.000
IP IVR Logic/Database Change	N/A	$260.000
IP IVR Audio Change (per 50 messages)	N/A	$260.000

Service Description	End User Pricing	
	MRC	NRC
Verizon Business Assistance w/Database Creation	N/A	$1,040.000
Verizon Business Assistance w/Database Changes	N/A	$520.000
Remote Audio Update Install	N/A	$104.000
Foreign Language Recording (Per Language)	N/A	$156.000
IP IVR "Advanced" (with Network Database)		
New IP IVR Application (up to 50 messages)	N/A	$1,040.000
New IP IVR Application (50 + messages)	N/A	$208.000
IP IVR Logic/Database Change (Per Hour)	N/A	$208.000
IP IVR Audio Change (per 50 messages/Per Hour)	N/A	$208.000
Network Database Install (Per Hour)	N/A	$208.000
Verizon Business Assistance w/Database Creation (Per Hour)	N/A	$208.000
Verizon Business Assistance w/Database Changes (Per Hour)	N/A	$208.000
Remote Audio Update Install	N/A	$104.000
Foreign Language Recording (Per Language)	N/A	$156.000
Service Establishment Fees		
Number of Active DIDs		
Service Establishment Fee (per location)		
0 - 24	N/A	$104.00
25 - 75	N/A	$260.00
76 - 300	N/A	$520.00
301 - 1,000	N/A	$780.00
1001 - 5,000	N/A	$1,040.00
5,001 - 12,500	N/A	$2,600.00
12,501 - 20,000	N/A	$4,160.00
Service Establishment Fee if customer requests after hours implementation		
0 - 24	N/A	$156.00
25 - 75	N/A	$390.00
76 - 300	N/A	$780.00
301 - 1,000	N/A	$1,170.00
1001 - 5,000	N/A	$1,560.00
5,001 - 12,500	N/A	$3,900.00
12,501 - 20,000	N/A	$6,240.00
Optional Services		
Service Description	**Fixed Per-Minute Charge**	**Mobile Termination Surcharge**
VoIP International		
Country Specific Locations		
Afghanistan	$1.5818	$0.0160
Albania	$0.6365	$0.0571
Algeria	$0.4867	$0.0654
Andorra	$0.2246	$0.1853
Angola	$0.7582	$0.0551
Anguilla	$0.4212	$0.1074
Antarctica (Casey, Davis, Mawson, and Macquarie Island)	$1.6661	N/A
Antarctica (Scott Base)	$0.3463	N/A
Antigua (Barbuda)	$0.3463	N/A
Argentina	$0.2995	$0.1750
Armenia	$0.6178	$0.2118
Aruba	$0.3276	$0.1256
Ascension Island	$1.0764	N/A
Australia (including Tasmania)	$0.1217	$1.0530
Austria	$0.1404	$0.2631
Azerbaijan	$0.7769	$0.0399
Bahamas	$0.2246	$0.0023
Bahrain	$0.5242	$0.0203
Bangladesh	$0.8330	$0.0240
Barbados	$0.3931	$0.1116
Belarus	$0.4493	$0.0075
Belgium	$0.1217	$0.2772
Belize	$0.5054	$0.0990
Benin	$0.4774	N/A
Bermuda	$0.2246	N/A
Bhutan	$1.1513	$0.0446
Bolivia	$0.4399	$0.0489
Bosnia-Herzegovina	$0.5242	$0.1180

Service Description	End User Pricing	
	MRC	NRC
Botswana	$0.4399	$0.1050
Brazil	$0.2621	$0.1302
British Virgin Islands	$0.3276	N/A
Brunei	$0.6084	N/A
Bulgaria	$0.3463	$0.2156
Burkina Faso	$0.6271	$0.0375
Burundi	$1.3291	$0.0072
Cambodia	$1.2917	$0.0030
Cameroon	$0.6458	$0.0089
Canada	$0.0749	N/A
Cape Verde Islands	$0.5803	$0.0124
Cayman Islands	$0.2902	$0.1133
Central African Republic	$1.0577	N/A
Chad	$1.7316	N/A
Chile	$0.2340	$0.1694
China	$0.3370	N/A
Christmas Island	$0.1498	N/A
Cocos Islands	$0.1498	N/A
Colombia	$0.3089	$0.0716
Comoros	$1.2074	N/A
Congo	$0.6365	$0.0016
Cook Islands	$1.1606	$0.0006
Costa Rica	$0.3370	$0.0004
Croatia	$0.3931	$0.1443
Cuba	$1.7410	N/A
Cyprus	$0.4212	$0.0170
Czech Republic	$0.4118	$0.1347
Denmark	$0.1123	$0.1556
Diego Garcia	$3.0794	N/A
Djibouti	$0.6833	$0.0005
Dominica	$0.4399	$0.1083
Dominican Republic	$0.2059	$0.0665
East Timor	$6.8890	$0.0046
Easter Island	$0.2902	N/A
Ecuador	$0.3557	$0.1396
Egypt	$0.5803	N/A
El Salvador	$0.4025	$0.0326
Equatorial Guinea	$1.4414	N/A
Eritrea	$0.8892	$0.0004
Estonia	$0.4961	$0.1883
Ethiopia	$0.8611	$0.0228
Faeroe Islands	$0.3370	$0.0915
Falkland Islands	$0.8518	N/A
Fiji Islands	$0.6833	$0.0010
Finland	$0.1123	$0.1003
France	$0.1123	$0.1965
French Antilles (including Martinique, St. Barthelemy and St. Martin)	$0.3557	$0.2676
French Guiana	$0.4774	$0.2167
French Polynesia	$0.9266	N/A
Gabon	$0.5803	$0.0102
Gambia	$0.4774	$0.0447
Georgia	$0.6926	$0.0920
Germany	$0.1030	$0.1696
Ghana	$0.4586	$0.0703
Gibraltar	$0.5522	$0.1629
Greece	$0.1966	$0.2635
Greenland	$1.1045	$0.1303
Grenada (including Carriacou)	$0.4586	$0.0932
Guadeloupe	$0.3744	$0.2158
Guantanamo Bay	$1.7410	N/A
Guatemala	$0.3089	$0.0202
Guinea	$0.5897	$0.0828
Guinea Bissau	$2.4898	N/A
Guyana	$0.7301	N/A
Haiti	$0.5616	$0.0755

Service Description	End User Pricing	
	MRC	NRC
Honduras	$0.4680	$0.0467
Hong Kong	$0.1498	N/A
Hungary	$0.3182	$0.2184
Iceland	$0.3650	$0.1935
India	$0.4306	$0.0021
Indonesia	$0.4025	$0.0797
Iran	$0.7769	$0.0001
Iraq	$0.9922	$0.1117
Ireland	$0.1123	$0.1871
Israel	$0.1872	$0.0578
Italy	$0.1123	$0.2478
Ivory Coast	$0.8143	$0.0318
Jamaica	$0.4118	$0.1313
Japan	$0.1217	$0.1009
Jordan	$0.6552	$0.0328
Kazakhstan	$0.2995	$0.1280
Kenya	$0.5710	$0.1075
Kiribati	$0.8611	N/A
Korea, Democratic People's Republic of	$1.8065	N/A
Korea, Republic of	$0.1591	$0.0374
Kuwait	$0.6739	N/A
Kyrgyzstan	$0.7956	$0.0168
Laos	$1.3385	N/A
Latvia	$0.4961	$0.1940
Lebanon	$0.6178	$0.0935
Lesotho	$0.5990	$0.0070
Liberia	$0.4493	$0.0094
Libya	$0.6833	$0.0106
Liechtenstein	$0.1778	$0.4336
Lithuania	$0.6458	$0.0897
Luxembourg	$0.1498	$0.2032
Macao	$0.5522	N/A
Macau	#VALUE!	N/A
Macedonia	$0.4212	$0.1469
Madagascar	$1.8158	N/A
Malawi	$0.4774	$0.0139
Malaysia	$0.3182	$0.0233
Maldives	$0.9079	N/A
Mali	$0.7582	$0.1333
Malta	$0.5148	$0.1926
Marshall Islands	$0.5335	N/A
Mauritania	$0.7114	N/A
Mauritius	$0.8330	N/A
Mayotte Islands	$1.2074	$0.0495
Mexico	$0.1404	$0.1775
Micronesia	$0.5522	N/A
Moldova	$0.7207	$0.0812
Monaco	$0.1498	$0.1570
Mongolia	$1.1887	N/A
Montenegro	#VALUE!	N/A
Montserrat	$0.4680	N/A
Morocco	$0.5710	$0.0987
Mozambique	$0.8798	$0.0481
Myanmar	$1.7597	N/A
Namibia	$0.5148	$0.1051
Nauru	$2.7144	N/A
Nepal	$0.7301	$0.0112
Netherlands	$0.1123	$0.2230
Netherlands Antilles	$0.3276	$0.0386
Nevis	$0.3557	N/A
New Caledonia	$0.7862	N/A
New Zealand	$0.3463	$0.2396
Nicaragua	$0.4025	$0.0828
Niger	$0.6646	N/A
Nigeria	$0.6178	$0.1467
Niue Island	$3.7253	N/A

Service Description	End User Pricing	
	MRC	NRC
Norfolk Island	$1.6661	N/A
Norway	$0.1123	$0.1619
Oman	$0.6646	N/A
Pakistan	$0.7207	N/A
Palau	$1.5912	N/A
Palestine	$0.2340	$0.0126
Panama	$0.3182	$0.0716
Papua New Guinea	$1.1606	N/A
Paraguay	$0.4399	$0.1052
Peru	$0.3557	$0.2137
Philippines	$0.2527	$0.0790
Poland	$0.2995	$0.4044
Portugal (including Azores and Madeira Islands)	$0.1498	$0.1582
Qatar	$0.6739	$0.0448
Reunion Islands	$0.7207	$0.1690
Romania	$0.4586	$0.1748
Russia	$0.2995	$0.0337
Rwanda	$0.8330	$0.0001
San Marino	$0.2527	N/A
Sao Tome	$2.1154	$0.0005
Saudi Arabia	$0.7207	$0.1489
Senegal	$0.8611	$0.1066
Serbia	$0.5148	$0.1723
Seychelles	$0.9828	N/A
Sierra Leone	$0.6646	$0.0864
Singapore	$0.1966	N/A
Slovakia	$0.4118	$0.1255
Slovenia	$0.4118	$0.1941
Solomon Islands	$1.8346	N/A
Somalia	$1.2355	$0.0589
South Africa	$0.2808	$0.1851
Spain (including Balearic Islands, Canary Islands, Ceuta and Melilla)	$0.1123	$0.2076
Sri Lanka	$0.6926	$0.0412
St. Helena	$1.6099	N/A
St. Kitts	$0.3557	$0.1100
St. Lucia	$0.3650	$0.1014
St. Pierre/Miquelon	$0.3370	$0.0485
St. Vincent/Grenadines	$0.4118	$0.0740
Sudan	$0.8892	$0.0228
Suriname	$0.8518	N/A
Swaziland	$0.5429	$0.0640
Sweden	$0.1123	$0.2157
Switzerland	$0.1123	$0.5038
Syria	$0.7207	$0.0056
Taiwan	$0.1872	$0.0565
Tajikistan	$0.3370	$0.0369
Tanzania	$0.5710	$0.0829
Thailand	$0.3463	$0.0183
Togo	$0.7114	$0.0619
Tonga	$0.7207	$0.0006
Trinidad/Tobago	$0.3650	N/A
Tunisia	$0.4212	$0.0975
Turkey	$0.3744	$0.1475
Turkmenistan	$0.7675	$0.0120
Turks and Caicos Islands	$0.3838	$0.0876
Tuvalu	$1.2823	N/A
Uganda	$0.5429	$0.0192
Ukraine	$0.4493	$0.0270
United Arab Emirates	$0.4493	N/A
United Kingdom	$0.0562	$0.3620
Uruguay	$0.4399	$0.1319
Uzbekistan	$0.3931	$0.0007
Vanuatu	$2.1060	$0.0019
Vatican City	$0.1123	N/A
Venezuela	$0.2621	$0.2092

Service Description	End User Pricing	
	MRC	NRC
Vietnam	$0.7862	$0.0133
Wallis and Futuna	$2.5834	N/A
Western Samoa	$0.6365	$0.1398
Yemen, Republic of	$0.6552	$0.0154
Zaire	$0.5335	N/A
Zambia	$0.5710	$0.0556
Zimbabwe	$0.4774	$0.2241
Atlantic, Indian, and Pacific Ocean Inmarsat Locations		
Type of Service/Calls Terminating to:		
Atlantic East	$11.16	N/A
Pacific		
Indian Ocean		
Atlantic West		
Transport Components		
Service Description	**End User Pricing**	
	MRC	**NRC**
Internet Port		
Port Bandwidth		
T1 Services		
1.536 Mbps Price-Protected	$193.02	N/A
1.536 Mbps Diverse	$422.24	N/A
1.536 Mbps Shadow	$78.42	N/A
1.536 Mbps Shadow Overage Charge	$21.11	N/A
QoS for Burstable Select, Tiered or Price Protected	$51.27	N/A
QoS for Double/Diverse	$99.53	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature	$19.60	N/A
NxT1 Services		
2x T1 (3.072 Mbps)	$331.76	N/A
3x T1 (4.608 Mbps)	$443.35	N/A
4x T1 (6.144 Mbps)	$509.70	N/A
Diverse 2xT1 (3.072 Mbps)	$364.94	N/A
Diverse 3xT1 (4.608 Mbps)	$479.54	N/A
Diverse 4xT1 (6.144 Mbps)	$554.94	N/A
Shadow 2xT1 (3.072 Mbps)	$156.83	N/A
Shadow 2xT1 (3.072 Mbps) Overage Charge	$21.11	N/A
Shadow 3xT1 (4.608 Mbps)	$238.26	N/A
Shadow 3xT1 (4.608 Mbps) Overage Charge	$21.11	N/A
Shadow 4xT1 (6.144 Mbps)	$316.68	N/A
Shadow 4xT1 (6.144 Mbps) Overage	$21.11	N/A
QoS for NxT1	$99.53	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature for 2xT1, 3xT1 & 4xT1	$24.13	N/A
T3 Services		
3 Mbps Tiered	$295.57	N/A
6 Mbps Tiered	$464.46	N/A
9 Mbps Tiered	$527.80	N/A
12 Mbps Tiered	$615.26	N/A
15 Mbps Tiered	$741.94	N/A
21 Mbps Tiered	$995.28	N/A
30 Mbps Tiered	$1,336.09	N/A
45 Mbps Tiered	$1,764.36	N/A
5 Mbps Burstable Select	$437.32	N/A
5 Mbps Burstable Select Overage	$87.46	N/A
10 Mbps Burstable Select	$557.96	N/A
10 Mbps Burstable Select Overage Charge	$55.80	N/A
20 Mbps Burstable Select	$998.30	N/A
20 Mbps Burstable Select Overage Charge	$50.07	N/A
Price-Protected	$1,764.36	N/A
Shadow	$618.28	N/A
Shadow Overage Charge	$87.46	N/A
Diverse	$3,827.30	N/A
QoS for Burstable Select, Tiered or Price Protected	$99.53	N/A
QoS for Double/Diverse	$120.64	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature	$91.99	N/A

Service Description	End User Pricing	
	MRC	NRC
OC3 Services		
30 Mbps Burstable Select	$1,402.44	N/A
30 Mbps Burstable Select Overage Charge	$46.75	N/A
Price-Protected	$4,557.18	N/A
Shadow	$1,595.46	N/A
Shadow Overage Charge	$46.75	N/A
Diverse	$9,572.78	N/A
QoS for Burstable Select, Tiered or Price Protected	$256.36	N/A
QoS for Double/Diverse	$256.36	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature	$227.71	N/A
OC12 Services		
100 Mbps Burstable Select	$3,420.14	N/A
100 Mbps Burstable Select Overage Charge	$34.68	N/A
200 Mbps Burstable Select	$6,065.18	N/A
200 Mbps Burstable Select Overage Charge	$30.46	N/A
Price-Protected	$15,007.62	N/A
Shadow	$5,778.66	N/A
Shadow Overage Charge	$37.70	N/A
Diverse	$31,517.20	N/A
QoS for Burstable Select, Tiered or Price Protected	$377.00	N/A
QoS for Double/Diverse	$377.00	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature	$750.98	N/A
OC48 Services		
200 Mbps Burstable Select	$6,065.18	N/A
200 Mbps Burstable Select Overage Charge	$30.46	N/A
1000 Mbps Burstable Select	$17,417.40	N/A
1000 Mbps Burstable Select Overage Charge	$18.10	N/A
Price Protected	$39,021.01	N/A
Shadow	$13,659.46	N/A
Shadow Overage Charge	$30.46	N/A
Diverse	$81,941.70	N/A
QoS for Burstable Select, Tiered or Price Protected	$1,206.40	N/A
QoS for Double/Diverse	$1,206.40	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature	$1,951.35	N/A
Internet Dedicated Ethernet		
3 Mbps Tiered	$289.54	N/A
5 Mbps Tiered	$416.21	N/A
10 Mbps Tiered	$542.88	N/A
20 Mbps Tiered	$950.04	N/A
30 Mbps Tiered	$1,336.09	N/A
40 Mbps Tiered	$1,598.48	N/A
50 Mbps Tiered	$1,776.42	N/A
100 Mbps Tiered	$3,257.28	N/A
200 Mbps Tiered	$5,775.64	N/A
300 Mbps Tiered	$8,324.16	N/A
400 Mbps Tiered	$10,646.48	N/A
500 Mbps Tiered	$12,742.60	N/A
600 Mbps Tiered	$14,612.52	N/A
700 Mbps Tiered	$15,782.73	N/A
1000 Mbps Tiered	$16,588.00	N/A
2 Mbps Burstable Select 10 Mbps	$214.14	N/A
2 Mbps Burstable Select 10 Mbps Overage Charge	$107.07	N/A
4 Mbps Burstable Select 10 Mbps	$377.00	N/A
4 Mbps Burstable Select 10 Mbps Overage Charge	$95.00	N/A
5 Mbps Burstable Select 50 Mbps	$437.32	N/A
5 Mbps Burstable Select 50 Mbps Overage Charge	$87.46	N/A
10 Mbps Burstable Select 50 Mbps	$557.96	N/A
10 Mbps Burstable Select 50 Mbps Overage Charge	$55.80	N/A
30 Mbps Burstable Select 50 Mbps	$1,402.44	N/A
30 Mbps Burstable Select 50 Mbps Overage Charge	$46.75	N/A
10 Mbps Burstable Select 100 Mbps	$557.96	N/A
10 Mbps Burstable Select 100 Mbps Overage Charge	$55.80	N/A
20 Mbps Burstable Select 100 Mbps	$998.30	N/A

Service Description	End User Pricing	
	MRC	NRC
20 Mbps Burstable Select 100 Mbps Overage Charge	$51.27	N/A
30 Mbps Burstable Select 100 Mbps	$1,402.44	N/A
30 Mbps Burstable Select 100 Mbps Overage Charge	$46.75	N/A
40 Mbps Burstable Select 100 Mbps	$1,679.91	N/A
40 Mbps Burstable Select 100 Mbps Overage Charge	$42.22	N/A
50 Mbps Burstable Select 100 Mbps	$1,863.89	N/A
50 Mbps Burstable Select 100 Mbps Overage Charge	$37.70	N/A
100 Mbps Burstable Select 600 Mbps	$3,420.14	N/A
100 Mbps Burstable Select 600 Mbps Overage Charge	$34.68	N/A
200 Mbps Burstable Select 600 Mbps	$6,065.18	N/A
200 Mbps Burstable Select 600 Mbps Overage Charge	$30.16	N/A
300 Mbps Burstable Select 600 Mbps	$8,740.37	N/A
300 Mbps Burstable Select 600 Mbps Overage Charge	$29.26	N/A
500 Mbps Burstable Select 600 Mbps	$13,378.98	N/A
500 Mbps Burstable Select 600 Mbps Overage Charge	$27.14	N/A
100 Mbps Burstable Select 1000 Mbps	$3,420.14	N/A
100 Mbps Burstable Select 1000 Mbps Overage Charge	$34.68	N/A
200 Mbps Burstable Select 1000 Mbps	$6,065.18	N/A
200 Mbps Burstable Select 1000 Mbps Overage Charge	$31.67	N/A
300 Mbps Burstable Select 1000 Mbps	$8,740.37	N/A
300 Mbps Burstable Select 1000 Mbps Overage Charge	$29.26	N/A
400 Mbps Burstable Select 1000 Mbps	$11,180.31	N/A
400 Mbps Burstable Select 1000 Mbps Overage Charge	$28.05	N/A
500 Mbps Burstable Select 1000 Mbps	$13,378.98	N/A
500 Mbps Burstable Select 1000 Mbps Overage Charge	$27.14	N/A
10 Mbps (1-10 Mbps) QoS	$99.53	N/A
50 Mbps (15-50 Mbps) QoS	$147.78	N/A
100 Mbps (60-100 Mbps) QoS	$247.31	N/A
600 Mbps (150-600 Mbps) QoS	$367.95	N/A
1000 Mbps (700-1000 Mbps) QoS	$563.99	N/A
FastE Port Only		
10 Mbps Burstable Select	$557.96	N/A
10 Mbps Burstable Select Overage Charge	$55.80	N/A
GigE Port Only		
100 Mbps Tiered GigE	$3,257.28	N/A
200 Mbps Tiered GigE	$5,775.64	N/A
300 Mbps Tiered GigE	$8,324.16	N/A
400 Mbps Tiered GigE	$10,646.48	N/A
500 Mbps Tiered GigE	$12,742.60	N/A
600 Mbps Tiered GigE	$14,612.52	N/A
700 Mbps Tiered GigE	$15,782.73	N/A
1000 Mbps Tiered GigE (1G)	$16,588.00	N/A
100 Mbps Burstable Select GigE	$3,420.14	N/A
100 Mbps Burstable Select GigE Overage Charge	$34.68	N/A
200 Mbps Burstable Select GigE	$6,065.18	N/A
200 Mbps Burstable Select GigE Overage Charge	$31.67	N/A
300 Mbps Burstable Select GigE	$8,740.37	N/A
300 Mbps Burstable Select GigE Overage Charge	$29.26	N/A
500 Mbps Burstable Select GigE	$13,378.98	N/A
500 Mbps Burstable Select GigE Overage Charge	$27.14	N/A
QoS for Burstable, Burstable Select, Tiered & Price Protected	$563.99	N/A
Diverse Feature	$799.24	N/A
10GigE Port Only		
Diverse Feature	$17,568.20	ICB
Internet Cross-Connect		
Circuit Type		
DS1	$52.00	$260.00
DS3	$156.00	$520.00
OC-3	$312.00	$520.00
OC-12	$520.00	$520.00
OC-48	$520.00	$520.00
Fast Ethernet or Gigabit Ethernet (GigE) Port Only (Single Mode Fiber)		
Verizon Location	$520.00	$520.00
Equinix Location	$260.00	$520.00
Switch and Data (also known as PAIX) Location	$260.00	$520.00
Special Notes		

Service Description	End User Pricing	
	MRC	NRC
Burstable provides bandwidth on demand based on sustained montly usage. It provides access to the circuit's full potential bandwidth.		
Burstable Select has two billing components: an MRC for bandwidth commitment and a per-Mbps charge for overage, which bills for usage above the selected bandwidth commitment.		
QoS - Available traffic priority classes: 1. Expedited Forwarding (EF), 2. Assured Forwarding 2 (AF2), 3. Assured Forwarding 3 (AF3) 4. Best Effort (BE)		
Customer must acquire Verizon Managed Services for rented CPE.		

Service Description	End User Pricing	
	MRC	NRC
MPLS Port		
Port Bandwidth		
64 Kbps (DS0)	$36.92	N/A
256 Kbps (Sub-Rate DS1)	$104.78	N/A
512 Kbps (Sub-Rate DS1)	$165.62	N/A
1 Mbps (Ethernet or Sub-Rate DS1)	$217.10	N/A
1.536 Mbps (DS1)	$265.98	N/A
2 Mbps (Ethernet)	$424.84	N/A
3 Mbps (Ethernet)	$469.04	N/A
3.072 Mbps (2xDS1)	$469.04	N/A
4 Mbps (Ethernet)	$569.92	N/A
4.608 Mbps (3xDS1)	$607.36	N/A
6 Mbps (Ethernet)	$659.62	N/A
6.144 Mbps (4xDS1)	$659.62	N/A
7 Mbps (Ethernet)	$727.48	N/A
8 Mbps (Ethernet or Sub-Rate DS3)	$788.84	N/A
10 Mbps (Ethernet or Sub-Rate DS3)	$899.34	N/A
15 Mbps (Ethernet or Sub-Rate DS3)	$1,042.86	N/A
20 Mbps (Ethernet or Sub-Rate DS3)	$1,084.72	N/A
30 Mbps (Ethernet or Sub-Rate DS3)	$1,186.90	N/A
40 Mbps (Ethernet or Sub-Rate DS3)	$1,312.48	N/A
44.184 Mbps (DS3)	$1,323.40	N/A
50 Mbps (Ethernet or Sub-Rate OC3)	$1,416.22	N/A
80 Mbps (Ethernet or Sub-Rate OC3)	$2,039.44	N/A
100 Mbps (Ethernet or Sub-Rate OC3)	$2,360.54	N/A
150/155 Mbps (Ethernet or OC3)	$3,587.74	N/A
200 Mbps (Ethernet)	$4,531.80	N/A
300 Mbps (Ethernet or Sub-Rate OC12)	$6,514.56	N/A
400 Mbps (Ethernet or Sub-Rate OC12)	$8,308.30	N/A
500 Mbps (Ethernet or Sub-Rate OC12)	$9,441.38	N/A
600 Mbps (Ethernet or Sub-Rate OC12)	$10,762.96	N/A
622.08 Mbps (OC12)	$11,027.38	N/A
800 Mbps (Ethernet)	$12,840.10	N/A
1000 Mbps (Ethernet)	$14,161.94	N/A
Gold Committed Access Rate (EF or Real-Time QoS)		
0 Kbps	$0.00	N/A
8 Kbps	$9.10	N/A
16 Kbps	$9.10	N/A
32 Kbps	$9.10	N/A
128 Kbps	$9.10	N/A
256 Kbps	$39.00	N/A
384 Kbps	$39.00	N/A
512 Kbps	$39.00	N/A
768 Kbps	$39.00	N/A
1,024 Mbps	$39.00	N/A
1.376 Mbps	$39.00	N/A
1.536 Mbps	$39.00	N/A
1.728 Mbps	$39.00	N/A
2.000 Mbps	$78.00	N/A
3.000 Mbps	$78.00	N/A
3.500 Mbps	$130.00	N/A
4.096 Mbps	$130.00	N/A
5.000 Mbps	$208.00	N/A
7.200 Mbps	$208.00	N/A
9.216 Mbps	$208.00	N/A
10.000 Mbps	$325.00	N/A
13.488 Mbps	$585.00	N/A

Service Description	End User Pricing	
	MRC	NRC
15.360 Mbps	$585.00	N/A
17.808 Mbps	$585.00	N/A
18.432 Mbps	$585.00	N/A
20.000 Mbps	$585.00	N/A
24.576 Mbps	$845.00	N/A
30.000 Mbps	$845.00	N/A
40.000 Mbps	$975.00	N/A
44.992 Mbps	$975.00	N/A
50.000 Mbps	$1,560.00	N/A
72.000 Mbps	$1,560.00	N/A
90.000 Mbps	$1,560.00	N/A
110.500 Mbps	$2,860.00	N/A
139.936 Mbps	$2,860.00	N/A
180.000 Mbps	$2,860.00	N/A
248.800 Mbps	$4,420.00	N/A
450.000 Mbps	$7,800.00	N/A
700.000 Mbps	$12,740.00	N/A
900.000 Mbps	$15,470.00	N/A
Geographic Gateway / Router Diversity		
64 Kbps (DS0)	N/A	$26.00
128 Kbps (Sub-Rate DS1)	N/A	$52.00
256 Kbps (Sub-Rate DS1)	N/A	$52.00
384 Kbps (Sub-Rate DS1)	N/A	$52.00
512 Kbps (Sub-Rate DS1)	N/A	$52.00
768 Kbps (Sub-Rate DS1)	N/A	$52.00
1.024 Mbps (Sub-Rate DS1)	N/A	$52.00
1.536 Mbps (DS1)	N/A	$104.00
3.072 Mbps (2xDS1)	N/A	$312.00
4.608 Mbps (3xDS1)	N/A	$312.00
6.144 Mbps (4xDS1)	N/A	$312.00
44.184 Mbps (DS3)	N/A	$312.00
Dynamic Bandwidth		
Dport	$0.00	N/A
DCAR	$0.00	N/A
Scheduler	$0.00	N/A
Multicasting		
Bandwidth Range		
0Kbps-15Kbps	N/A	
16Kbps-511Kbps	$166.40	N/A
512Kbps-1.499Mbps	$665.60	N/A
1.5Mbps-2.99Mbps	$1,341.60	N/A
3Mbps-5.99Mbps	$2,672.80	N/A
6Mbps-14.99Mbps	$4,784.00	N/A
15Mbps-44.99Mbps	$7,280.00	N/A
45Mbps-99.99Mbps	$16,380.00	N/A
100Mbps-499.99Mbps	$78,000.00	N/A
500Mbps-999.99Mbps	$156,000.00	N/A
Private IP Service Port Only Cross Connect		
200 Mbps	$520.00	$520.00
250 Mbps	$520.00	$520.00
300 Mbps	$520.00	$520.00
350 Mbps	$520.00	$520.00
400 Mbps	$520.00	$520.00
450 Mbps	$520.00	$520.00
500 Mbps	$520.00	$520.00
600 Mbps	$520.00	$520.00
700 Mbps	$520.00	$520.00
800 Mbps	$520.00	$520.00
900 Mbps	$520.00	$520.00
1000 Mbps	$520.00	$520.00
1.5 Gbps	$520.00	$520.00
2.0 Gbps	$520.00	$520.00
2.5 Gbps	$520.00	$520.00
3.0 Gbps	$520.00	$520.00
3.5 Gbps	$520.00	$520.00
4.0 Gbps	$520.00	$520.00

Service Description	End User Pricing	
	MRC	NRC
4.5 Gbps	$520.00	$520.00
5.0 Gbps	$520.00	$520.00
5.5 Gbps	$520.00	$520.00
6.0 Gbps	$520.00	$520.00
6.5 Gbps	$520.00	$520.00
7.0 Gbps	$520.00	$520.00
7.5 Gbps	$520.00	$520.00
8.0 Gbps	$520.00	$520.00
8.5 Gbps	$520.00	$520.00
9.0 Gbps	$520.00	$520.00
9.5 Gbps	$520.00	$520.00
10 Gbps	$520.00	$520.00

Service Description	MRC	
	DS1	DS3
Local Access Services		
Local Access Services - CLLI Based Pricing		
ABLNTXOR	$145.60	$1,095.12
ABLNTXOW	$197.60	$2,080.00
AGTNTXTI	$327.60	$3,057.60
ALICTXAL	$327.60	$4,420.00
ALLNTXSA	$145.60	$1,095.12
ALVNTXAL	$270.40	$2,121.60
AMRLTX02	$145.60	$1,095.12
AMRLTXDI	$197.60	$2,080.00
AMRLTXEV	$197.60	$2,080.00
AMRLTXFL	$197.60	$2,080.00
AMRLTXOS	$197.60	$2,080.00
ATASTXXA	$270.40	$3,120.00
AUSTTXBC	$270.40	$2,069.60
AUSTTXCR	$197.60	$1,965.60
AUSTTXCV	$197.60	$1,965.60
AUSTTXEV	$197.60	$1,736.80
AUSTTXFA	$197.60	$1,736.80
AUSTTXFI	$145.60	$1,095.12
AUSTTXGR	$145.60	$1,095.12
AUSTTXHI	$145.60	$1,095.12
AUSTTXHO	$145.60	$1,095.12
AUSTTXJO	$197.60	$1,788.80
AUSTTXLE	$270.40	$2,204.80
AUSTTXLT	$270.40	$2,163.20
AUSTTXLW	$270.40	$2,121.60
AUSTTXMA	$197.60	$1,924.00
AUSTTXMC	$197.60	$1,872.00
AUSTTXMF	$197.60	$1,872.00
AUSTTXPF	$197.60	$1,788.80
AUSTTXRR	$197.60	$1,095.12
AUSTTXTE	$145.60	$1,095.12
AUSTTXTW	$197.60	$1,736.80
AUSTTXWA	$197.60	$1,695.20
AZLETXXA	$327.60	$2,350.40
BETNTXBE	$327.60	$3,338.40
BORNTXXA	$327.60	$2,745.60
BRYNTXXA	$197.60	$1,643.20
BRYNTXXB	$197.60	$2,080.00
BRYNTXXC	$197.60	$2,080.00
BSTRTXBS	$327.60	$2,828.80
BUMTTXTE	$145.60	$1,095.12
BUMTTXTW	$197.60	$1,601.60
BUMTTXUN	$197.60	$1,965.60
BUMTTXVI	$197.60	$1,965.60
BWVLTXLI	$270.40	$3,120.00
BWVLTXOL	$270.40	$3,120.00
BWVLTXTE	$270.40	$3,120.00
BYCYTXBY	$327.60	$4,191.20
CLBNTXMI	$327.60	$2,776.80
CLEVTXCL	$327.60	$3,120.00

Service Description	End User Pricing	
	MRC	NRC
CLSTTXXA	$197.60	$2,080.00
CLSTTXXB	$197.60	$1,643.20
CLSTTXXD	$197.60	$2,080.00
CONRTXXA	$270.40	$3,120.00
CPCVTXXA	$327.60	$4,680.00
CRCHTXBU	$197.60	$2,080.00
CRCHTXCA	$270.40	$2,995.20
CRCHTXTE	$197.60	$1,095.12
CRCHTXTU	$145.60	$1,095.12
CRCHTXWY	$197.60	$1,095.12
CRTNTXXA	$197.60	$1,986.40
CRTNTXXB	$197.60	$1,955.20
CRTNTXXC	$197.60	$1,913.60
CRTNTXXC	$197.60	$1,913.60
CRTNTXXD	$197.60	$1,986.40
CYPRTXCY	$197.60	$1,830.40
DESNTXHO	$327.60	$3,671.20
DFIATXXA	$197.60	$1,903.20
DLLSTXAD	$145.60	$1,095.12
DLLSTXCH	$270.40	$2,028.00
DLLSTXDA	$270.40	$1,736.80
DLLSTXDI	$197.60	$1,684.80
DLLSTXDN	$270.40	$1,965.60
DLLSTXDS	$270.40	$2,204.80
DLLSTXDV	$197.60	$1,965.60
DLLSTXEM	$145.60	$1,095.12
DLLSTXEV	$197.60	$1,788.80
DLLSTXEX	$197.60	$1,872.00
DLLSTXFB	$145.60	$1,095.12
DLLSTXFE	$197.60	$1,788.80
DLLSTXFL	$145.60	$1,095.12
DLLSTXFR	$197.60	$1,788.80
DLLSTXGP	$197.60	$1,632.80
DLLSTXHA	$197.60	$1,601.60
DLLSTXHU	$270.40	$2,028.00
DLLSTXLA	$145.60	$1,095.12
DLLSTXLN	$270.40	$2,121.60
DLLSTXMC	$145.60	$1,095.12
DLLSTXME	$145.60	$1,095.12
DLLSTXMS	$270.40	$2,028.00
DLLSTXNM	$197.60	$1,924.00
DLLSTXNO	$145.60	$1,095.12
DLLSTXRE	$145.60	$1,095.12
DLLSTXRI	$145.60	$1,095.12
DLLSTXRN	$145.60	$1,095.12
DLLSTXRO	$145.60	$1,095.12
DLLSTXRY	$327.60	$2,028.00
DLLSTXSU	$270.40	$2,121.60
DLLSTXTA	$145.60	$1,095.12
DLLSTXWH	$197.60	$1,643.20
DLRITXXB	$327.60	$4,680.00
DNTNTXXA	$197.60	$2,402.40
EDBGTXEB	$197.60	$2,080.00
ELPSTXEA	$197.60	$2,080.00
ELPSTXHA	$197.60	$1,095.12
ELPSTXHC	$270.40	$3,120.00
ELPSTXMA	$145.60	$1,095.12
ELPSTXMS	$270.40	$3,120.00
ELPSTXNE	$197.60	$2,080.00
ELPSTXNO	$197.60	$2,080.00
ELPSTXSE	$197.60	$2,080.00
ELPSTXSH	$270.40	$3,120.00
ELPSTXYS	$270.40	$1,095.12
FRSCTXCO	$197.60	$1,924.00
FRSCTXES	$197.60	$1,965.60
FRSCTXWE	$270.40	$2,204.80

Service Description	End User Pricing	
	MRC	NRC
FTWOTXAL	$270.40	$2,298.40
FTWOTXAR	$145.60	$1,095.12
FTWOTXAT	$145.60	$1,095.12
FTWOTXAT	$145.60	$1,095.12
FTWOTXAX	$197.60	$1,872.00
FTWOTXBB	$270.40	$1,965.60
FTWOTXBE	$270.40	$2,121.60
FTWOTXBN	$270.40	$2,204.80
FTWOTXBR	$197.60	$1,872.00
FTWOTXBU	$197.60	$1,695.20
FTWOTXBY	$270.40	$2,121.60
FTWOTXCE	$197.60	$1,830.40
FTWOTXCI	$197.60	$1,924.00
FTWOTXCR	$145.60	$1,095.12
FTWOTXEC	$197.60	$1,965.60
FTWOTXED	$145.60	$1,095.12
FTWOTXEU	$145.60	$1,095.12
FTWOTXGL	$197.60	$1,736.80
FTWOTXJE	$197.60	$1,695.20
FTWOTXKE	$197.60	$1,830.40
FTWOTXLW	$197.60	$1,872.00
FTWOTXMA	$197.60	$1,695.20
FTWOTXPE	$197.60	$1,736.80
FTWOTXTE	$145.60	$1,095.12
FTWOTXWA	$197.60	$1,643.20
FTWOTXWS	$197.60	$1,872.00
GLTNTXSH	$327.60	$2,828.80
GLTNTXSO	$327.60	$2,870.40
GRLDTXXA	$197.60	$2,038.40
GRLDTXXB	$197.60	$2,059.20
GRLDTXXC	$197.60	$1,986.40
GRLDTXXE	$270.40	$2,402.40
GRPVTXXA	$145.60	$1,095.12
GRTWTXXA	$270.40	$2,589.60
HMBLTXXA	$197.60	$2,080.00
HNVITXHN	$327.60	$3,931.20
HRLNTXHG	$145.60	$1,095.12
HSTNTXAD	$197.60	$1,736.80
HSTNTXAI	$197.60	$1,601.60
HSTNTXAL	$197.60	$1,684.80
HSTNTXAP	$145.60	$1,095.12
HSTNTXBA	$145.60	$1,095.12
HSTNTXBR	$197.60	$1,788.80
HSTNTXBU	$145.60	$1,095.12
HSTNTXBW	$197.60	$1,924.00
HSTNTXCA	$145.60	$1,095.12
HSTNTXCH	$270.40	$2,163.20
HSTNTXCL	$145.60	$1,095.12
HSTNTXDP	$197.60	$1,965.60
HSTNTXEE	$197.60	$1,788.80
HSTNTXEH	$197.60	$1,924.00
HSTNTXFA	$145.60	$1,095.12
HSTNTXFA	$145.60	$1,095.12
HSTNTXFR	$197.60	$1,695.20
HSTNTXGL	$197.60	$1,965.60
HSTNTXGP	$145.60	$1,095.12
HSTNTXGR	$197.60	$1,965.60
HSTNTXHO	$145.60	$1,095.12
HSTNTXHU	$197.60	$1,924.00
HSTNTXID	$197.60	$1,872.00
HSTNTXJA	$145.60	$1,095.12
HSTNTXLA	$197.60	$1,872.00
HSTNTXMC	$197.60	$1,643.20
HSTNTXMI	$197.60	$1,830.40
HSTNTXMO	$145.60	$1,095.12
HSTNTXNA	$145.60	$1,095.12

Service Description	End User Pricing	
	MRC	NRC
HSTNTXNE	$197.60	$1,695.20
HSTNTXOR	$197.60	$1,736.80
HSTNTXOV	$145.60	$1,095.12
HSTNTXOX	$145.60	$1,095.12
HSTNTXPA	$197.60	$1,695.20
HSTNTXPE	$197.60	$1,924.00
HSTNTXPR	$197.60	$1,632.80
HSTNTXRE	$197.60	$1,788.80
HSTNTXRI	$197.60	$1,643.20
HSTNTXSA	$145.60	$1,095.12
HSTNTXSU	$145.60	$1,095.12
HSTNTXUN	$197.60	$1,601.60
HSTNTXWA	$197.60	$1,695.20
HSTNTXWE	$145.60	$1,095.12
HSTNTXWL	$197.60	$1,736.80
HSTNTXWY	$270.40	$1,965.60
IRNGTXXA	$197.60	$2,080.00
IRNGTXXB	$145.60	$1,095.12
IRNGTXXC	$145.60	$1,095.12
IRNGTXXD	$197.60	$2,059.20
IRNGTXXF	$145.60	$1,924.00
IRNGTXXG	$145.60	$1,095.12
KATYTXXA	$270.40	$2,631.20
KATYTXXB	$270.40	$2,558.40
KATYTXXC	$270.40	$2,558.40
KGWDTXXA	$197.60	$2,080.00
KGWDTXXC	$270.40	$3,120.00
KLLNTXXA	$327.60	$4,680.00
KLLNTXXC	$327.60	$4,680.00
KLLRTXXA	$270.40	$2,059.20
LARDTXLA	$145.60	$1,095.12
LBCKTXFR	$197.60	$2,818.40
LBCKTXND	$197.60	$2,080.00
LBCKTXPA	$197.60	$2,080.00
LBCKTXPS	$145.60	$1,955.20
LBCKTXSW	$197.60	$2,080.00
LFKNTXXA	$327.60	$4,680.00
LGCYTXXA	$197.60	$1,851.20
LGVWTXGR	$197.60	$2,080.00
LGVWTXPL	$145.60	$1,095.12
LKDLTXXA	$270.40	$3,120.00
LWVLTXXA	$197.60	$2,080.00
LWVLTXXB	$197.60	$2,028.00
LWVLTXXC	$197.60	$2,080.00
LWVLTXXE	$197.60	$2,080.00
LWVLTXXF	$197.60	$2,080.00
MCALTXHI	$197.60	$2,080.00
MCALTXMU	$145.60	$1,095.12
MCKNTXLI	$270.40	$1,872.00
MCKNTXTE	$270.40	$2,163.20
MDLDTXMU	$197.60	$2,080.00
MDLDTXOX	$145.60	$2,080.00
MRCDTXME	$270.40	$2,912.00
MRSHTXWE	$270.40	$2,995.20
MSSNTXMI	$197.60	$2,080.00
NBRNTXNB	$270.40	$2,444.00
ODSSTXEM	$270.40	$2,953.60
ODSSTXLI	$270.40	$2,995.20
ODSSTXRE	$270.40	$3,120.00
ORNGTXOR	$270.40	$1,788.80
PHRRTXPH	$197.60	$2,080.00
PLANTXXA	$145.60	$1,095.12
PLANTXXB	$197.60	$2,007.20
PLANTXXD	$197.60	$1,095.12
PLANTXXF	$197.60	$1,965.60
PLANTXXK	$197.60	$2,059.20

Service Description	End User Pricing	
	MRC	NRC
PLVWTXPV	$327.60	$4,461.60
PTARTXYU	$270.40	$1,684.80
RBTNTXXA	$327.60	$3,920.80
RKWLTXPA	$270.40	$2,256.80
RONKTXWO	$145.60	$1,456.00
RSBGTXRR	$270.40	$2,350.40
RWLTTXXA	$270.40	$2,537.60
SANGTXXA	$145.60	$1,095.12
SANGTXXB	$197.60	$2,080.00
SANGTXXG	$197.60	$2,080.00
SGLDTXXD	$270.40	$3,120.00
SGLDTXXE	$197.60	$1,095.12
SHMNTXXA	$327.60	$2,516.80
SMRCTXXA	$327.60	$2,256.80
SNANTXBA	$145.60	$1,095.12
SNANTXCA	$145.60	$1,095.12
SNANTXCU	$197.60	$1,695.20
SNANTXDI	$145.60	$1,095.12
SNANTXED	$197.60	$2,080.00
SNANTXFR	$145.60	$1,095.12
SNANTXGE	$197.60	$1,643.20
SNANTXHE	$197.60	$1,872.00
SNANTXIC	$270.40	$2,028.00
SNANTXJA	$270.40	$2,256.80
SNANTXLA	$197.60	$1,924.00
SNANTXLE	$197.60	$1,643.20
SNANTXLS	$197.60	$1,924.00
SNANTXMA	$197.60	$1,788.80
SNANTXMC	$145.60	$1,456.00
SNANTXPA	$197.60	$1,965.60
SNANTXPE	$145.60	$1,095.12
SNANTXSA	$270.40	$2,163.20
SNANTXSH	$197.60	$1,788.80
SNANTXSL	$197.60	$1,695.20
SNANTXSO	$270.40	$1,965.60
SNANTXTA	$197.60	$1,456.00
SNANTXTH	$270.40	$2,350.40
SNANTXUC	$197.60	$1,788.80
SNANTXWA	$197.60	$1,788.80
SNANTXWE	$197.60	$1,830.40
SNBNTXSB	$197.60	$3,650.40
SPRNTXNO	$145.60	$1,830.40
SPRNTXSO	$197.60	$1,872.00
STFRTXXA	$327.60	$2,246.40
TBLLTXKL	$197.60	$1,788.80
TBLLTXTB	$270.40	$2,028.00
TMPLTXDN	$327.60	$3,099.20
TMPLTXLB	$327.60	$3,099.20
TXCYTXLM	$270.40	$2,444.00
TXCYTXTC	$270.40	$2,444.00
TXRKTXXA	$327.60	$3,868.80
TXRKTXXB	$327.60	$4,586.40
TYLRTXCH	$327.60	$3,442.40
TYLRTXLY	$327.60	$3,660.80
TYLRTXSO	$327.60	$3,712.80
UVLDTXUV	$145.60	$4,680.00
VCTATXVI	$327.60	$4,680.00
WACOTX01	$145.60	$1,095.12
WACOTXHE	$197.60	$1,872.00
WACOTXMG	$270.40	$2,350.40
WACOTXMO	$197.60	$1,736.80
WACOTXPR	$197.60	$1,736.80
WACOTXSW	$197.60	$1,643.20
WCFLTXCF	$197.60	$2,080.00
WCFLTXNI	$145.60	$1,095.12
WCFLTXTF	$197.60	$2,080.00

Service Description	End User Pricing	
	MRC	NRC
WSLCTXXA	$249.60	$3,120.00
WXHCTXWE	$270.40	$2,672.80
WYLITXXA	$197.60	$2,080.00
OR		
Local Access Services - General Discount[1]		
Circuit Type (and facility type if applicable)	**Discounts**	
DS0	16%	
DS1		
DS3		
[1]Type 1 only. Such rate only applies to circuits which are serviced by Verizon owned facilities.		
Ethernet Access Service - General Discount		
Facility Type	**Discounts**	
Ethernet Access Type 1, Type 2, Type 3, Type 4 and Standard	6%	
Managed Services Components		
Service Description	**End User Pricing**	
	MRC	**NRC**
Managed WAN		
Managed WAN Full Management		
Extra Small		
1-99 devices	$68.02	N/A
100-199 devices	$65.52	N/A
200-299 devices	$62.40	N/A
300-499 devices	$59.90	N/A
500+ devices	$57.41	N/A
Small		
1-99 devices	$96.72	N/A
100-199 devices	$92.98	N/A
200-299 devices	$89.23	N/A
300-499 devices	$84.86	N/A
500+ devices	$81.12	N/A
Medium		
1-99 devices	$124.80	N/A
100-199 devices	$119.81	N/A
200-299 devices	$114.82	N/A
300-499 devices	$109.82	N/A
500+ devices	$104.83	N/A
Large		
1-99 devices	$209.04	N/A
100-199 devices	$200.93	N/A
200-299 devices	$192.19	N/A
300-499 devices	$184.08	N/A
500+ devices	$175.34	N/A
Managed WAN Implementation		
Managed Takeover	N/A	$468.00
Managed Implementation (New Install)	N/A	$572.00
Monitor only Price (New Implementation or Takeover)	N/A	$364.00
Change Management		
Implementation Change Management		
Expedite Charge	N/A	$1,144.00
Rescheduling	N/A	$312.00
After-Hours Premium	N/A	$624.00
Optional Change Management for Managed WAN		
DHCP IP Helper - Add/Modify/Delete	N/A	$52.00
IP Network Address Translation - Add/Modify/Delete	N/A	$52.00
Network Routed Protocol - Add/Modify/Delete	N/A	$52.00
New MSO IP Address/Subnet Mask Changes - Add/Modify/Delete	N/A	$52.00
PVC - Add/Modify/Delete	N/A	$52.00
Routing Protocol - Add/Modify/Delete	N/A	$52.00
VPN Tunnel - Add/Modify/Delete	N/A	$52.00
Complex Configuration Modify	N/A	$130.00
Add DPort DCAR	N/A	$130.00
Bandwidth Increase/Decrease Physical	N/A	$364.00
Hardware Module Upgrade	N/A	$364.00
Intra-building Move	N/A	$364.00
Router Move, inter-building or across town	N/A	$624.00

Service Description	End User Pricing	
	MRC	NRC
Memory Upgrade	N/A	$364.00
WAN Equipment Replace/Swap	N/A	$364.00
Router IOS Change - support new features	N/A	$364.00
Traffic Shaping/Queuing - Add/Modify/Delete	N/A	$364.00
Traffic Filter Design	N/A	$364.00
Demand Dispatches - Outside Scope of Normal Work charge	N/A	$364.00
Optional Features for Managed WAN (Includes Cisco ISR and Juniper SRX)		
Firewall (Cisco and Juniper only)		
Embedded Firewall - Extra Small	$21.84	$130.00
Embedded Firewall - Small	$31.20	$130.00
Embedded Firewall - Medium	$43.68	$130.00
Embedded Firewall - Large	$74.88	$130.00
Prevention (Cisco ISR G1 only)		
Intrusion Prevention - Extra Small	$12.48	$130.00
Intrusion Prevention - Small	$24.96	$130.00
Intrusion Prevention - Medium	$31.20	$130.00
Intrusion Prevention - Large	$49.92	$130.00
Content Filtering (Cisco only)		
Content Filtering - Extra Small	$3.12	$130.00
Content Filtering - Small	$6.24	$130.00
Content Filtering - Medium	$9.36	$130.00
Content Filtering - Large	$15.60	$130.00
Ethernet LAN (Cisco and Juniper only)		
Ethernet LAN - Small (4 or 9 Port)	$21.84	$130.00
Ethernet LAN PoE - Small (4 or 9 Port)	$21.84	$130.00
Ethernet LAN - Medium (16 to 24 Port)	$31.20	$130.00
Ethernet LAN PoE - Medium (16 to 24 Port)	$31.20	$130.00
Ethernet LAN - Large (48 Port)	$49.92	$130.00
Ethernet LAN PoE - Large (48 Port)	$49.92	$130.00
Encryption (Cisco only)		
Encryption - Extra Small	$3.12	$130.00
Encryption - Small	$6.24	$130.00
Encryption - Medium	$9.36	$130.00
Encryption - Large	$15.60	$130.00
WAN Back-up (Cisco only)		
WAN Backup - Extra Small	$6.24	$130.00
WAN Backup - Small	$9.36	$130.00
WAN Backup - Medium	$15.60	$130.00
WAN Backup - Large	$24.96	$130.00
Wireless Out of Band		
Per Wireless OOB Device	$26.00	$130.00
VoIP Interface Support		
Gateway Services		
Voice Gateway	$26.00	See VoIP Gateway Features
Multi-Service IP-to-IP Gateway	$26.00	
Voice Gateway Features		
Full Management		
New Install	N/A	$364.00
Add Entity	N/A	$364.00
Add Feature	N/A	$364.00
Physical		
New Install	N/A	$364.00
Add Entity	N/A	$364.00
Add Feature	N/A	
Optional Feature for Multi-Service IP-to-IP Gateway (Cisco CUBE)		
Full Management		
New Install	N/A	$1,092.00
Add Entity	N/A	$1,092.00
Add Feature	N/A	$1,092.00
Physical		
New Install	N/A	$1,092.00
Add Entity	N/A	$1,092.00
Add Feature	N/A	
VoIP Interface Support Event-Specific Charges		
Dial Peer Change	N/A	$364.00
Optional Enhanced MNS Reporting		

Service Description	End User Pricing	
	MRC	NRC
ETM Reporting	$20.80	N/A
ETM Select Reporting	$36.40	N/A
ETM Select with netflow Reporting	$36.40	N/A
Threshold PPM	$6.24	N/A
Network Analysis		
Per Managed Device	$49.92	$52.00
Network Engineering		
Extra Small Router	$43.68	$52.00
Small Router	$68.64	$52.00
Medium Router	$81.12	$52.00
Large Router	$99.84	$52.00
Switch - Small	$34.32	$52.00
Switch - Medium	$46.80	$52.00
Access Point	$9.36	$52.00
Wireless LAN Controller - Extra Small, Small, Medium, or Large	$9.36	$52.00
Router Sizes		
Extra Small	Cisco 8xx series or Juniper SRX100	
Small	Cisco 1000 series and Cisco 2000 series; ADTRAN NetVanta: Series 1xxx, 2xxx, and 3xxx; ADTRAN Total Access (TA) series 9xx; Juniper J2320, J2350, and J4350; Juniper SRX200 Series	
Medium	Cisco 3000 series up to Cisco 4000 series; ADTRAN NetVanta Series 4xxx and 5xxx; Juniper J6350; Juniper SRX650	
Large	Cisco 7000 series, Cisco ASR1000 series	
Service Description	**End User Pricing**	
	MRC	**NRC**
Managed Hardware Rental		
Analog Gateway/Phone/Router/Switch Rental	ICB	
Minimum rental term is 36 months.		

PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)

Cost Recovery Fee = 4%

Managed PBX Services		
Managed PBX Services. In lieu of all other rates, discounts and promotions, Customer will pay the following MRCs and NRCs plus Access Service, shown separately, for Managed PBX Services and related optional features/services. Charges are fixed for the Term, based upon the service type.		
Managed PBX Service Elements		
VoIP Components		
	IP Integrated Access/IP Trunking (Minimum of 2 Concurrent Call Paths)	
	LD Overage/Usage	
	Managed PBX Features	
	Service Establishment Fee (Minimum of 20 DIDs for Inbound Service)	
Optional Services		
	VoIP International (International	
Transport Components		
	Required Verizon Internet or MPLS Port	
	Verizon Local Access Services	
Customer Premises Equipment (CPE) Components		
	Required Verizon Managed Service	
	Optional Managed Hardware Rental	
VoIP Components		
Service Type	**End User Pricing**	
	MRC	**NRC**
IP Integrated Access/IP Trunking		
Concurrent Call Charge		
Tiered		
250 Local and LD	$20.38	N/A
250 Local and LD with BEST	$27.66	N/A
750 Local and LD	$27.66	N/A
750 Local and LD with BEST	$34.94	N/A
250 LD only	$8.74	N/A
250 LD only with BEST	$16.02	N/A
750 LD only	$16.02	N/A
750 LD only with BEST	$23.30	N/A
LD Overage	$0.0182	N/A
Metered		
Local and LD	$18.20	N/A
Local and LD with BEST	$25.48	N/A
LD only	$5.10	N/A
LD only with BEST	$12.38	N/A
LD Per Minute Rate	$0.02	N/A
Unlimited		
Local and LD	$25.48	N/A
LD only	$21.84	N/A
Optional Network and Add-On Features		
CNAM	$1.09	N/A
Redirect to TN (Per TN)	$1.46	$1.56
Alternate Route Recovery Service	$2.91	N/A
DID Blocks of 20 (only sold in blocks of 20)	$4.56	$4.16
Managed PBX Features		
Hosted IP Centrex (HiPC) Feature Charges		
Hosted IP Centrex (HiPC) features charges when provisioned on ICP		
Web Voicemail	$3.64	N/A
Attendant Console (Per Console)	$14.56	N/A
Auto Attendant (Per Attendant)	$21.84	N/A
Intermediate Feature Profile	$4.00	N/A
Advanced Feature Profile	$5.46	N/A

Service Type	End User Pricing	
	MRC	NRC
Trunking Services Feature Packages Basic	N/A	
Service Establishment Fees		
Number of Active DIDs		
Service Establishment Fee (per location)		
0 - 24	N/A	$650.00
25 - 75	N/A	$936.00
76 - 300	N/A	$2,288.00
301 - 1,000	N/A	$6,968.00
1001 - 5,000	N/A	$11,648.00
5,001 - 12,500	N/A	$16,224.00
12,501 - 20,000	N/A	$23,192.00
Service Establishment Fee if customer requests after hours implementation		
0 - 24	N/A	$975.00
25 - 75	N/A	$1,404.00
76 - 300	N/A	$3,432.00
301 - 1,000	N/A	$10,452.00
1001 - 5,000	N/A	$17,472.00
5,001 - 12,500	N/A	$24,336.00
12,501 - 20,000	N/A	$34,788.00
Optional Services		
Service Description	**Fixed Per-Minute Charge**	**Mobile Termination Surcharge**
VoIP International		
Country Specific Locations		
Afghanistan	$1.5818	$0.0160
Albania	$0.6365	$0.0571
Algeria	$0.4867	$0.0654
Andorra	$0.2246	$0.1853
Angola	$0.7582	$0.0551
Anguilla	$0.4212	$0.1074
Antarctica (Casey, Davis, Mawson, and Macquarie Island)	$1.6661	N/A
Antarctica (Scott Base)	$0.3463	N/A
Antigua (Barbuda)	$0.3463	N/A
Argentina	$0.2995	$0.1750
Armenia	$0.6178	$0.2118
Aruba	$0.3276	$0.1256
Ascension Island	$1.0764	N/A
Australia (including Tasmania)	$0.1217	$1.0530
Austria	$0.1404	$0.2631
Azerbaijan	$0.7769	$0.0399
Bahamas	$0.2246	$0.0023
Bahrain	$0.5242	$0.0203
Bangladesh	$0.8330	$0.0240
Barbados	$0.3931	$0.1116
Belarus	$0.4493	$0.0075
Belgium	$0.1217	$0.2772
Belize	$0.5054	$0.0990
Benin	$0.4774	N/A
Bermuda	$0.2246	N/A
Bhutan	$1.1513	$0.0446
Bolivia	$0.4399	$0.0489
Bosnia-Herzegovina	$0.5242	$0.1180
Botswana	$0.4399	$0.1050
Brazil	$0.2621	$0.1302
British Virgin Islands	$0.3276	N/A
Brunei	$0.6084	N/A
Bulgaria	$0.3463	$0.2156
Burkina Faso	$0.6271	$0.0375
Burundi	$1.3291	$0.0072

Service Type	End User Pricing	
	MRC	NRC
Cambodia	$1.2917	$0.0030
Cameroon	$0.6458	$0.0089
Canada	$0.0749	N/A
Cape Verde Islands	$0.5803	$0.0124
Cayman Islands	$0.2902	$0.1133
Central African Republic	$1.0577	N/A
Chad	$1.7316	N/A
Chile	$0.2340	$0.1694
China	$0.3370	N/A
Christmas Island	$0.1498	N/A
Cocos Islands	$0.1498	N/A
Colombia	$0.3089	$0.0716
Comoros	$1.2074	N/A
Congo	$0.6365	$0.0016
Cook Islands	$1.1606	$0.0006
Costa Rica	$0.3370	$0.0004
Croatia	$0.3931	$0.1443
Cuba	$1.7410	N/A
Cyprus	$0.4212	$0.0170
Czech Republic	$0.4118	$0.1347
Denmark	$0.1123	$0.1556
Diego Garcia	$3.0794	N/A
Djibouti	$0.6833	$0.0005
Dominica	$0.4399	$0.1083
Dominican Republic	$0.2059	$0.0665
East Timor	$6.8890	$0.0046
Easter Island	$0.2902	N/A
Ecuador	$0.3557	$0.1396
Egypt	$0.5803	N/A
El Salvador	$0.4025	$0.0326
Equatorial Guinea	$1.4414	N/A
Eritrea	$0.8892	$0.0004
Estonia	$0.4961	$0.1883
Ethiopia	$0.8611	$0.0228
Faeroe Islands	$0.3370	$0.0915
Falkland Islands	$0.8518	N/A
Fiji Islands	$0.6833	$0.0010
Finland	$0.1123	$0.1003
France	$0.1123	$0.1965
French Antilles (including Martinique, St. Barthelemy and St. Martin)	$0.3557	$0.2676
French Guiana	$0.4774	$0.2167
French Polynesia	$0.9266	N/A
Gabon	$0.5803	$0.0102
Gambia	$0.4774	$0.0447
Georgia	$0.6926	$0.0920
Germany	$0.1030	$0.1696
Ghana	$0.4586	$0.0703
Gibraltar	$0.5522	$0.1629
Greece	$0.1966	$0.2635
Greenland	$1.1045	$0.1303
Grenada (including Carriacou)	$0.4586	$0.0932
Guadeloupe	$0.3744	$0.2158
Guantanamo Bay	$1.7410	N/A
Guatemala	$0.3089	$0.0202
Guinea	$0.5897	$0.0828
Guinea Bissau	$2.4898	N/A
Guyana	$0.7301	N/A
Haiti	$0.5616	$0.0755
Honduras	$0.4680	$0.0467
Hong Kong	$0.1498	N/A

Service Type	End User Pricing	
	MRC	NRC
Hungary	$0.3182	$0.2184
Iceland	$0.3650	$0.1935
India	$0.4306	$0.0021
Indonesia	$0.4025	$0.0797
Iran	$0.7769	$0.0001
Iraq	$0.9922	$0.1117
Ireland	$0.1123	$0.1871
Israel	$0.1872	$0.0578
Italy	$0.1123	$0.2478
Ivory Coast	$0.8143	$0.0318
Jamaica	$0.4118	$0.1313
Japan	$0.1217	$0.1009
Jordan	$0.6552	$0.0328
Kazakhstan	$0.2995	$0.1280
Kenya	$0.5710	$0.1075
Kiribati	$0.8611	N/A
Korea, Democratic People's Republic of	$1.8065	N/A
Korea, Republic of	$0.1591	$0.0374
Kuwait	$0.6739	N/A
Kyrgyzstan	$0.7956	$0.0168
Laos	$1.3385	N/A
Latvia	$0.4961	$0.1940
Lebanon	$0.6178	$0.0935
Lesotho	$0.5990	$0.0070
Liberia	$0.4493	$0.0094
Libya	$0.6833	$0.0106
Liechtenstein	$0.1778	$0.4336
Lithuania	$0.6458	$0.0897
Luxembourg	$0.1498	$0.2032
Macao	$0.5522	N/A
Macau	N/A	N/A
Macedonia	$0.4212	$0.1469
Madagascar	$1.8158	N/A
Malawi	$0.4774	$0.0139
Malaysia	$0.3182	$0.0233
Maldives	$0.9079	N/A
Mali	$0.7582	$0.1333
Malta	$0.5148	$0.1926
Marshall Islands	$0.5335	N/A
Mauritania	$0.7114	N/A
Mauritius	$0.8330	N/A
Mayotte Islands	$1.2074	$0.0495
Mexico	$0.1404	$0.1775
Micronesia	$0.5522	N/A
Moldova	$0.7207	$0.0812
Monaco	$0.1498	$0.1570
Mongolia	$1.1887	N/A
Montenegro	N/A	N/A
Montserrat	$0.4680	N/A
Morocco	$0.5710	$0.0987
Mozambique	$0.8798	$0.0481
Myanmar	$1.7597	N/A
Namibia	$0.5148	$0.1051
Nauru	$2.7144	N/A
Nepal	$0.7301	$0.0112
Netherlands	$0.1123	$0.2230
Netherlands Antilles	$0.3276	$0.0386
Nevis	$0.3557	N/A
New Caledonia	$0.7862	N/A
New Zealand	$0.3463	$0.2396
Nicaragua	$0.4025	$0.0828

Service Type	End User Pricing	
	MRC	NRC
Niger	$0.6646	N/A
Nigeria	$0.6178	$0.1467
Niue Island	$3.7253	N/A
Norfolk Island	$1.6661	N/A
Norway	$0.1123	$0.1619
Oman	$0.6646	N/A
Pakistan	$0.7207	N/A
Palau	$1.5912	N/A
Palestine	$0.2340	$0.0126
Panama	$0.3182	$0.0716
Papua New Guinea	$1.1606	N/A
Paraguay	$0.4399	$0.1052
Peru	$0.3557	$0.2137
Philippines	$0.2527	$0.0790
Poland	$0.2995	$0.4044
Portugal (including Azores and Madeira Islands)	$0.1498	$0.1582
Qatar	$0.6739	$0.0448
Reunion Islands	$0.7207	$0.1690
Romania	$0.4586	$0.1748
Russia	$0.2995	$0.0337
Rwanda	$0.8330	$0.0001
San Marino	$0.2527	N/A
Sao Tome	$2.1154	$0.0005
Saudi Arabia	$0.7207	$0.1489
Senegal	$0.8611	$0.1066
Serbia	$0.5148	$0.1723
Seychelles	$0.9828	N/A
Sierra Leone	$0.6646	$0.0864
Singapore	$0.1966	N/A
Slovakia	$0.4118	$0.1255
Slovenia	$0.4118	$0.1941
Solomon Islands	$1.8346	N/A
Somalia	$1.2355	$0.0589
South Africa	$0.2808	$0.1851
Spain (including Balearic Islands, Canary Islands, Ceuta and Melilla)	$0.1123	$0.2076
Sri Lanka	$0.6926	$0.0412
St. Helena	$1.6099	N/A
St. Kitts	$0.3557	$0.1100
St. Lucia	$0.3650	$0.1014
St. Pierre/Miquelon	$0.3370	$0.0485
St. Vincent/Grenadines	$0.4118	$0.0740
Sudan	$0.8892	$0.0228
Suriname	$0.8518	N/A
Swaziland	$0.5429	$0.0640
Sweden	$0.1123	$0.2157
Switzerland	$0.1123	$0.5038
Syria	$0.7207	$0.0056
Taiwan	$0.1872	$0.0565
Tajikistan	$0.3370	$0.0369
Tanzania	$0.5710	$0.0829
Thailand	$0.3463	$0.0183
Togo	$0.7114	$0.0619
Tonga	$0.7207	$0.0006
Trinidad/Tobago	$0.3650	N/A
Tunisia	$0.4212	$0.0975
Turkey	$0.3744	$0.1475
Turkmenistan	$0.7675	$0.0120
Turks and Caicos Islands	$0.3838	$0.0876
Tuvalu	$1.2823	N/A
Uganda	$0.5429	$0.0192

Service Type	End User Pricing	
	MRC	NRC
Ukraine	$0.4493	$0.0270
United Arab Emirates	$0.4493	N/A
United Kingdom	$0.0562	$0.3620
Uruguay	$0.4399	$0.1319
Uzbekistan	$0.3931	$0.0007
Vanuatu	$2.1060	$0.0019
Vatican City	$0.1123	N/A
Venezuela	$0.2621	$0.2092
Vietnam	$0.7862	$0.0133
Wallis and Futuna	$2.5834	N/A
Western Samoa	$0.6365	$0.1398
Yemen, Republic of	$0.6552	$0.0154
Zaire	$0.5335	N/A
Zambia	$0.5710	$0.0556
Zimbabwe	$0.4774	$0.2241
Atlantic, Indian, and Pacific Ocean Inmarsat Locations		
Type of Service/Calls Terminating to:		
Atlantic East	$11.16	N/A
Pacific		
Indian Ocean		
Atlantic West		
Transport Components		
Service Description	**End User Pricing**	
	MRC	**NRC**
Internet Port		
Port Bandwidth		
T1 Services		
1.536 Mbps Price-Protected	$193.02	N/A
1.536 Mbps Diverse	$422.24	N/A
1.536 Mbps Shadow	$78.42	N/A
1.536 Mbps Shadow Overage Charge	$21.11	N/A
QoS for Burstable Select, Tiered or Price Protected	$51.27	N/A
QoS for Double/Diverse	$99.53	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature	$19.60	N/A
NxT1 Services		
2x T1 (3.072 Mbps)	$331.76	N/A
3x T1 (4.608 Mbps)	$443.35	N/A
4x T1 (6.144 Mbps)	$509.70	N/A
Diverse 2xT1 (3.072 Mbps)	$364.94	N/A
Diverse 3xT1 (4.608 Mbps)	$479.54	N/A
Diverse 4xT1 (6.144 Mbps)	$554.94	N/A
Shadow 2xT1 (3.072 Mbps)	$156.83	N/A
Shadow 2xT1 (3.072 Mbps) Overage Charge	$21.11	N/A
Shadow 3xT1 (4.608 Mbps)	$238.26	N/A
Shadow 3xT1 (4.608 Mbps) Overage Charge	$21.11	N/A
Shadow 4xT1 (6.144 Mbps)	$316.68	N/A
Shadow 4xT1 (6.144 Mbps) Overage	$21.11	N/A
QoS for NxT1	$99.53	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature for 2xT1, 3xT1 & 4xT1	$24.13	N/A
T3 Services		
3 Mbps Tiered	$295.57	N/A
6 Mbps Tiered	$464.46	N/A
9 Mbps Tiered	$527.80	N/A
12 Mbps Tiered	$615.26	N/A
15 Mbps Tiered	$741.94	N/A
21 Mbps Tiered	$995.28	N/A
30 Mbps Tiered	$1,336.09	N/A
45 Mbps Tiered	$1,764.36	N/A

Service Type	End User Pricing	
	MRC	NRC
5 Mbps Burstable Select	$437.32	N/A
5 Mbps Burstable Select Overage	$87.46	N/A
10 Mbps Burstable Select	$557.96	N/A
10 Mbps Burstable Select Overage Charge	$55.80	N/A
20 Mbps Burstable Select	$998.30	N/A
20 Mbps Burstable Select Overage Charge	$50.07	N/A
Price-Protected	$1,764.36	N/A
Shadow	$618.28	N/A
Shadow Overage Charge	$87.46	N/A
Diverse	$3,827.30	N/A
QoS for Burstable Select, Tiered or Price Protected	$99.53	N/A
QoS for Double/Diverse	$120.64	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature	$91.99	N/A
OC3 Services		
30 Mbps Burstable Select	$1,402.44	N/A
30 Mbps Burstable Select Overage Charge	$46.75	N/A
Price-Protected	$4,557.18	N/A
Shadow	$1,595.46	N/A
Shadow Overage Charge	$46.75	N/A
Diverse	$9,572.78	N/A
QoS for Burstable Select, Tiered or Price Protected	$256.36	N/A
QoS for Double/Diverse	$256.36	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature	$227.71	N/A
OC12 Services		
100 Mbps Burstable Select	$3,420.14	N/A
100 Mbps Burstable Select Overage Charge	$34.68	N/A
200 Mbps Burstable Select	$6,065.18	N/A
200 Mbps Burstable Select Overage Charge	$30.46	N/A
Price-Protected	$15,007.62	N/A
Shadow	$5,778.66	N/A
Shadow Overage Charge	$37.70	N/A
Diverse	$31,517.20	N/A
QoS for Burstable Select, Tiered or Price Protected	$377.00	N/A
QoS for Double/Diverse	$377.00	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature	$750.98	N/A
OC48 Services		
200 Mbps Burstable Select	$6,065.18	N/A
200 Mbps Burstable Select Overage Charge	$30.46	N/A
1000 Mbps Burstable Select	$17,417.40	N/A
1000 Mbps Burstable Select Overage Charge	$18.10	N/A
Price Protected	$39,021.01	N/A
Shadow	$13,659.46	N/A
Shadow Overage Charge	$30.46	N/A
Diverse	$81,941.70	N/A
QoS for Burstable Select, Tiered or Price Protected	$1,206.40	N/A
QoS for Double/Diverse	$1,206.40	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature	$1,951.35	N/A
OC192 Services		
Internet Dedicated Ethernet		
3 Mbps Tiered	$289.54	N/A
5 Mbps Tiered	$416.21	N/A
10 Mbps Tiered	$542.88	N/A
20 Mbps Tiered	$950.04	N/A
30 Mbps Tiered	$1,336.09	N/A
40 Mbps Tiered	$1,598.48	N/A
50 Mbps Tiered	$1,776.42	N/A
100 Mbps Tiered	$3,257.28	N/A

Service Type	End User Pricing	
	MRC	NRC
200 Mbps Tiered	$5,775.64	N/A
300 Mbps Tiered	$8,324.16	N/A
400 Mbps Tiered	$10,646.48	N/A
500 Mbps Tiered	$12,742.60	N/A
600 Mbps Tiered	$14,612.52	N/A
700 Mbps Tiered	$15,782.73	N/A
1000 Mbps Tiered	$16,588.00	N/A
2 Mbps Burstable Select 10 Mbps	$214.14	N/A
2 Mbps Burstable Select 10 Mbps Overage Charge	$107.07	N/A
4 Mbps Burstable Select 10 Mbps	$377.00	N/A
4 Mbps Burstable Select 10 Mbps Overage Charge	$95.00	N/A
5 Mbps Burstable Select 50 Mbps	$437.32	N/A
5 Mbps Burstable Select 50 Mbps Overage Charge	$87.46	N/A
10 Mbps Burstable Select 50 Mbps	$557.96	N/A
10 Mbps Burstable Select 50 Mbps Overage Charge	$55.80	N/A
30 Mbps Burstable Select 50 Mbps	$1,402.44	N/A
30 Mbps Burstable Select 50 Mbps Overage Charge	$46.75	N/A
10 Mbps Burstable Select 100 Mbps	$557.96	N/A
10 Mbps Burstable Select 100 Mbps Overage Charge	$55.80	N/A
20 Mbps Burstable Select 100 Mbps	$998.30	N/A
20 Mbps Burstable Select 100 Mbps Overage Charge	$51.27	N/A
30 Mbps Burstable Select 100 Mbps	$1,402.44	N/A
30 Mbps Burstable Select 100 Mbps Overage Charge	$46.75	N/A
40 Mbps Burstable Select 100 Mbps	$1,679.91	N/A
40 Mbps Burstable Select 100 Mbps Overage Charge	$42.22	N/A
50 Mbps Burstable Select 100 Mbps	$1,863.89	N/A
50 Mbps Burstable Select 100 Mbps Overage Charge	$37.70	N/A
100 Mbps Burstable Select 600 Mbps	$3,420.14	N/A
100 Mbps Burstable Select 600 Mbps Overage Charge	$34.68	N/A
200 Mbps Burstable Select 600 Mbps	$6,065.18	N/A
200 Mbps Burstable Select 600 Mbps Overage Charge	$30.16	N/A
300 Mbps Burstable Select 600 Mbps	$8,740.37	N/A
300 Mbps Burstable Select 600 Mbps Overage Charge	$29.26	N/A
500 Mbps Burstable Select 600 Mbps	$13,378.98	N/A
500 Mbps Burstable Select 600 Mbps Overage Charge	$27.14	N/A
100 Mbps Burstable Select 1000 Mbps	$3,420.14	N/A
100 Mbps Burstable Select 1000 Mbps Overage Charge	$34.68	N/A
200 Mbps Burstable Select 1000 Mbps	$6,065.18	N/A
200 Mbps Burstable Select 1000 Mbps Overage Charge	$31.67	N/A
300 Mbps Burstable Select 1000 Mbps	$8,740.37	N/A
300 Mbps Burstable Select 1000 Mbps Overage Charge	$29.26	N/A
400 Mbps Burstable Select 1000 Mbps	$11,180.31	N/A
400 Mbps Burstable Select 1000 Mbps Overage Charge	$28.05	N/A
500 Mbps Burstable Select 1000 Mbps	$13,378.98	N/A
500 Mbps Burstable Select 1000 Mbps Overage Charge	$27.14	N/A
10 Mbps (1-10 Mbps) QoS	$99.53	N/A
50 Mbps (15-50 Mbps) QoS	$147.78	N/A
100 Mbps (60-100 Mbps) QoS	$247.31	N/A
600 Mbps (150-600 Mbps) QoS	$367.95	N/A
1000 Mbps (700-1000 Mbps) QoS	$563.99	N/A
FastE Port Only		
10 Mbps Burstable Select	$557.96	N/A
10 Mbps Burstable Select Overage Charge	$55.80	N/A
GigE Port Only		
100 Mbps Tiered GigE	$3,257.28	N/A
200 Mbps Tiered GigE	$5,775.64	N/A
300 Mbps Tiered GigE	$8,324.16	N/A
400 Mbps Tiered GigE	$10,646.48	N/A
500 Mbps Tiered GigE	$12,742.60	N/A
600 Mbps Tiered GigE	$14,612.52	N/A
700 Mbps Tiered GigE	$15,782.73	N/A

Service Type	End User Pricing	
	MRC	NRC
1000 Mbps Tiered GigE (1G)	$16,588.00	N/A
100 Mbps Burstable Select GigE	$3,420.14	N/A
100 Mbps Burstable Select GigE Overage Charge	$34.68	N/A
200 Mbps Burstable Select GigE	$6,065.18	N/A
200 Mbps Burstable Select GigE Overage Charge	$31.67	N/A
300 Mbps Burstable Select GigE	$8,740.37	N/A
300 Mbps Burstable Select GigE Overage Charge	$29.26	N/A
500 Mbps Burstable Select GigE	$13,378.98	N/A
500 Mbps Burstable Select GigE Overage Charge	$27.14	N/A
QoS for Burstable, Burstable Select, Tiered & Price Protected	$563.99	N/A
Diverse Feature	$799.24	N/A
10GigE Port Only		
Diverse Feature	$17,568.20	ICB
Internet Cross-Connect		
Circuit Type		
DS1	$52.00	$260.00
DS3	$156.00	$520.00
OC-3	$312.00	$520.00
OC-12	$520.00	$520.00
OC-48	$520.00	$520.00
Fast Ethernet or Gigabit Ethernet (GigE) Port Only (Single Mode Fiber)		
Verizon Location	$520.00	$520.00
Equinix Location	$260.00	$520.00
Switch and Data (also known as PAIX) Location	$260.00	$520.00
Special Notes		
Burstable provides bandwidth on demand based on sustained montly usage. It provides access to the circuit's full potential bandwidth.		
Burstable Select has two billing components: an MRC for bandwidth commitment and a per-Mbps charge for overage, which bills for usage above the selected bandwidth commitment.		
QoS - Available traffic priority classes: 1. Expedited Forwarding (EF), 2. Assured Forwarding 2 (AF2), 3. Assured Forwarding 3 (AF3) 4. Best Effort (BE)		

Service Description	End User Pricing	
	MRC	NRC
MPLS Port		
Port Bandwidth		
64 Kbps (DS0)	$36.92	N/A
256 Kbps (Sub-Rate DS1)	$104.78	N/A
512 Kbps (Sub-Rate DS1)	$165.62	N/A
1 Mbps (Ethernet or Sub-Rate DS1)	$217.10	N/A
1.536 Mbps (DS1)	$265.98	N/A
2 Mbps (Ethernet)	$424.84	N/A
3 Mbps (Ethernet)	$469.04	N/A
3.072 Mbps (2xDS1)	$469.04	N/A
4 Mbps (Ethernet)	$569.92	N/A
4.608 Mbps (3xDS1)	$607.36	N/A
6 Mbps (Ethernet)	$659.62	N/A
6.144 Mbps (4xDS1)	$659.62	N/A
7 Mbps (Ethernet)	$727.48	N/A
8 Mbps (Ethernet or Sub-Rate DS3)	$788.84	N/A
10 Mbps (Ethernet or Sub-Rate DS3)	$899.34	N/A
15 Mbps (Ethernet or Sub-Rate DS3)	$1,042.86	N/A
20 Mbps (Ethernet or Sub-Rate DS3)	$1,084.72	N/A
30 Mbps (Ethernet or Sub-Rate DS3)	$1,186.90	N/A
40 Mbps (Ethernet or Sub-Rate DS3)	$1,312.48	N/A
44.184 Mbps (DS3)	$1,323.40	N/A
50 Mbps (Ethernet or Sub-Rate OC3)	$1,416.22	N/A
80 Mbps (Ethernet)	$2,039.44	N/A
100 Mbps (Ethernet)	$2,360.54	N/A
150/155 Mbps (Ethernet or OC3)	$3,587.74	N/A
200 Mbps (Ethernet)	$4,531.80	N/A
300 Mbps (Ethernet or Sub-Rate OC12)	$6,514.56	N/A

Service Type	End User Pricing	
	MRC	NRC
400 Mbps (Ethernet or Sub-Rate OC12)	$8,308.30	N/A
500 Mbps (Ethernet or Sub-Rate OC12)	$9,441.38	N/A
600 Mbps (Ethernet or Sub-Rate OC12)	$10,762.96	N/A
622.08 Mbps (OC12)	$11,027.38	N/A
800 Mbps (Ethernet)	$12,840.10	N/A
1000 Mbps (Ethernet)	$14,161.94	N/A
Gold Committed Access Rate (EF or Real-Time QoS)		
0 Kbps	$0.00	N/A
8 Kbps	$9.10	N/A
16 Kbps	$9.10	N/A
32 Kbps	$9.10	N/A
128 Kbps	$9.10	N/A
256 Kbps	$39.00	N/A
384 Kbps	$39.00	N/A
512 Kbps	$39.00	N/A
768 Kbps	$39.00	N/A
1,024 Mbps	$39.00	N/A
1.376 Mbps	$39.00	N/A
1.536 Mbps	$39.00	N/A
1.728 Mbps	$39.00	N/A
2.000 Mbps	$78.00	N/A
3.000 Mbps	$78.00	N/A
3.500 Mbps	$130.00	N/A
4.096 Mbps	$130.00	N/A
5.000 Mbps	$208.00	N/A
7.200 Mbps	$208.00	N/A
9.216 Mbps	$208.00	N/A
10.000 Mbps	$325.00	N/A
13.488 Mbps	$585.00	N/A
15.360 Mbps	$585.00	N/A
17.808 Mbps	$585.00	N/A
18.432 Mbps	$585.00	N/A
20.000 Mbps	$585.00	N/A
24.576 Mbps	$845.00	N/A
30.000 Mbps	$845.00	N/A
40.000 Mbps	$975.00	N/A
44.992 Mbps	$975.00	N/A
50.000 Mbps	$1,560.00	N/A
72.000 Mbps	$1,560.00	N/A
90.000 Mbps	$1,560.00	N/A
110.500 Mbps	$2,860.00	N/A
139.936 Mbps	$2,860.00	N/A
180.000 Mbps	$2,860.00	N/A
248.800 Mbps	$4,420.00	N/A
450.000 Mbps	$7,800.00	N/A
700.000 Mbps	$12,740.00	N/A
900.000 Mbps	$15,470.00	N/A
Geographic Gateway / Router Diversity		
64 Kbps (DS0)	N/A	$26.00
128 Kbps (Sub-Rate DS1)	N/A	$52.00
256 Kbps (Sub-Rate DS1)	N/A	$52.00
384 Kbps (Sub-Rate DS1)	N/A	$52.00
512 Kbps (Sub-Rate DS1)	N/A	$52.00
768 Kbps (Sub-Rate DS1)	N/A	$52.00
1.024 Mbps (Sub-Rate DS1)	N/A	$52.00
1.536 Mbps (DS1)	N/A	$104.00
3.072 Mbps (2xDS1)	N/A	$312.00
4.608 Mbps (3xDS1)	N/A	$312.00
6.144 Mbps (4xDS1)	N/A	$312.00
44.184 Mbps (DS3)	N/A	$312.00
Dynamic Bandwidth		

Service Type	End User Pricing	
	MRC	NRC
Dport	$0.00	N/A
DCAR	$0.00	N/A
Scheduler	$0.00	N/A
Multicasting		
Bandwidth Range		
0Kbps-15Kbps	N/A	
16Kbps-511Kbps	$166.40	N/A
512Kbps-1.499Mbps	$665.60	N/A
1.5Mbps-2.99Mbps	$1,341.60	N/A
3Mbps-5.99Mbps	$2,672.80	N/A
6Mbps-14.99Mbps	$4,784.00	N/A
15Mbps-44.99Mbps	$7,280.00	N/A
45Mbps-99.99Mbps	$16,380.00	N/A
100Mbps-499.99Mbps	$78,000.00	N/A
500Mbps-999.99Mbps	$156,000.00	N/A
Private IP Service Port Only Cross Connect		
200 Mbps	$520.00	$520.00
250 Mbps	$520.00	$520.00
300 Mbps	$520.00	$520.00
350 Mbps	$520.00	$520.00
400 Mbps	$520.00	$520.00
450 Mbps	$520.00	$520.00
500 Mbps	$520.00	$520.00
600 Mbps	$520.00	$520.00
700 Mbps	$520.00	$520.00
800 Mbps	$520.00	$520.00
900 Mbps	$520.00	$520.00
1000 Mbps	$520.00	$520.00
1.5 Gbps	$520.00	$520.00
2.0 Gbps	$520.00	$520.00
2.5 Gbps	$520.00	$520.00
3.0 Gbps	$520.00	$520.00
3.5 Gbps	$520.00	$520.00
4.0 Gbps	$520.00	$520.00
4.5 Gbps	$520.00	$520.00
5.0 Gbps	$520.00	$520.00
5.5 Gbps	$520.00	$520.00
6.0 Gbps	$520.00	$520.00
6.5 Gbps	$520.00	$520.00
7.0 Gbps	$520.00	$520.00
7.5 Gbps	$520.00	$520.00
8.0 Gbps	$520.00	$520.00
8.5 Gbps	$520.00	$520.00
9.0 Gbps	$520.00	$520.00
9.5 Gbps	$520.00	$520.00
10 Gbps	$520.00	$520.00
Service Description	**MRC**	
	DS1	**DS3**
Local Access Services		
Local Access Services - CLLI Based Pricing		
ABLNTXOR	$145.60	$1,095.12
ABLNTXOW	$197.60	$2,080.00
AGTNTXTI	$327.60	$3,057.60
ALICTXAL	$327.60	$4,420.00
ALLNTXSA	$145.60	$1,095.12
ALVNTXAL	$270.40	$2,121.60
AMRLTX02	$145.60	$1,095.12
AMRLTXDI	$197.60	$2,080.00
AMRLTXEV	$197.60	$2,080.00
AMRLTXFL	$197.60	$2,080.00

Service Type	End User Pricing	
	MRC	NRC
AMRLTXOS	$197.60	$2,080.00
ATASTXXA	$270.40	$3,120.00
AUSTTXBC	$270.40	$2,069.60
AUSTTXCR	$197.60	$1,965.60
AUSTTXCV	$197.60	$1,965.60
AUSTTXEV	$197.60	$1,736.80
AUSTTXFA	$197.60	$1,736.80
AUSTTXFI	$145.60	$1,095.12
AUSTTXGR	$145.60	$1,095.12
AUSTTXHI	$145.60	$1,095.12
AUSTTXHO	$145.60	$1,095.12
AUSTTXJO	$197.60	$1,788.80
AUSTTXLE	$270.40	$2,204.80
AUSTTXLT	$270.40	$2,163.20
AUSTTXLW	$270.40	$2,121.60
AUSTTXMA	$197.60	$1,924.00
AUSTTXMC	$197.60	$1,872.00
AUSTTXMF	$197.60	$1,872.00
AUSTTXPF	$197.60	$1,788.80
AUSTTXRR	$197.60	$1,095.12
AUSTTXTE	$145.60	$1,095.12
AUSTTXTW	$197.60	$1,736.80
AUSTTXWA	$197.60	$1,695.20
AZLETXXA	$327.60	$2,350.40
BETNTXBE	$327.60	$3,338.40
BORNTXXA	$327.60	$2,745.60
BRYNTXXA	$197.60	$1,643.20
BRYNTXXB	$197.60	$2,080.00
BRYNTXXC	$197.60	$2,080.00
BSTRTXBS	$327.60	$2,828.80
BUMTTXTE	$145.60	$1,095.12
BUMTTXTW	$197.60	$1,601.60
BUMTTXUN	$197.60	$1,965.60
BUMTTXVI	$197.60	$1,965.60
BWVLTXLI	$270.40	$3,120.00
BWVLTXOL	$270.40	$3,120.00
BWVLTXTE	$270.40	$3,120.00
BYCYTXBY	$327.60	$4,191.20
CLBNTXMI	$327.60	$2,776.80
CLEVTXCL	$327.60	$3,120.00
CLSTTXXA	$197.60	$2,080.00
CLSTTXXB	$197.60	$1,643.20
CLSTTXXD	$197.60	$2,080.00
CONRTXXA	$270.40	$3,120.00
CPCVTXXA	$327.60	$4,680.00
CRCHTXBU	$197.60	$2,080.00
CRCHTXCA	$270.40	$2,995.20
CRCHTXTE	$197.60	$1,095.12
CRCHTXTU	$145.60	$1,095.12
CRCHTXWY	$197.60	$1,095.12
CRTNTXXA	$197.60	$1,986.40
CRTNTXXB	$197.60	$1,955.20
CRTNTXXC	$197.60	$1,913.60
CRTNTXXC	$197.60	$1,913.60
CRTNTXXD	$197.60	$1,986.40
CYPRTXCY	$197.60	$1,830.40
DESNTXHO	$327.60	$3,671.20
DFIATXXA	$197.60	$1,903.20
DLLSTXAD	$145.60	$1,095.12
DLLSTXCH	$270.40	$2,028.00
DLLSTXDA	$270.40	$1,736.80

Service Type	End User Pricing	
	MRC	NRC
DLLSTXDI	$197.60	$1,684.80
DLLSTXDN	$270.40	$1,965.60
DLLSTXDS	$270.40	$2,204.80
DLLSTXDV	$197.60	$1,965.60
DLLSTXEM	$145.60	$1,095.12
DLLSTXEV	$197.60	$1,788.80
DLLSTXEX	$197.60	$1,872.00
DLLSTXFB	$145.60	$1,095.12
DLLSTXFE	$197.60	$1,788.80
DLLSTXFL	$145.60	$1,095.12
DLLSTXFR	$197.60	$1,788.80
DLLSTXGP	$197.60	$1,632.80
DLLSTXHA	$197.60	$1,601.60
DLLSTXHU	$270.40	$2,028.00
DLLSTXLA	$145.60	$1,095.12
DLLSTXLN	$270.40	$2,121.60
DLLSTXMC	$145.60	$1,095.12
DLLSTXME	$145.60	$1,095.12
DLLSTXMS	$270.40	$2,028.00
DLLSTXNM	$197.60	$1,924.00
DLLSTXNO	$145.60	$1,095.12
DLLSTXRE	$145.60	$1,095.12
DLLSTXRI	$145.60	$1,095.12
DLLSTXRN	$145.60	$1,095.12
DLLSTXRO	$145.60	$1,095.12
DLLSTXRY	$327.60	$2,028.00
DLLSTXSU	$270.40	$2,121.60
DLLSTXTA	$145.60	$1,095.12
DLLSTXWH	$197.60	$1,643.20
DLRITXXB	$327.60	$4,680.00
DNTNTXXA	$197.60	$2,402.40
EDBGTXEB	$197.60	$2,080.00
ELPSTXEA	$197.60	$2,080.00
ELPSTXHA	$197.60	$1,095.12
ELPSTXHC	$270.40	$3,120.00
ELPSTXMA	$145.60	$1,095.12
ELPSTXMS	$270.40	$3,120.00
ELPSTXNE	$197.60	$2,080.00
ELPSTXNO	$197.60	$2,080.00
ELPSTXSE	$197.60	$2,080.00
ELPSTXSH	$270.40	$3,120.00
ELPSTXYS	$270.40	$1,095.12
FRSCTXCO	$197.60	$1,924.00
FRSCTXES	$197.60	$1,965.60
FRSCTXWE	$270.40	$2,204.80
FTWOTXAL	$270.40	$2,298.40
FTWOTXAR	$145.60	$1,095.12
FTWOTXAT	$145.60	$1,095.12
FTWOTXAT	$145.60	$1,095.12
FTWOTXAX	$197.60	$1,872.00
FTWOTXBB	$270.40	$1,965.60
FTWOTXBE	$270.40	$2,121.60
FTWOTXBN	$270.40	$2,204.80
FTWOTXBR	$197.60	$1,872.00
FTWOTXBU	$197.60	$1,695.20
FTWOTXBY	$270.40	$2,121.60
FTWOTXCE	$197.60	$1,830.40
FTWOTXCI	$197.60	$1,924.00
FTWOTXCR	$145.60	$1,095.12
FTWOTXEC	$197.60	$1,965.60
FTWOTXED	$145.60	$1,095.12

Service Type	End User Pricing	
	MRC	NRC
FTWOTXEU	$145.60	$1,095.12
FTWOTXGL	$197.60	$1,736.80
FTWOTXJE	$197.60	$1,695.20
FTWOTXKE	$197.60	$1,830.40
FTWOTXLW	$197.60	$1,872.00
FTWOTXMA	$197.60	$1,695.20
FTWOTXPE	$197.60	$1,736.80
FTWOTXTE	$145.60	$1,095.12
FTWOTXWA	$197.60	$1,643.20
FTWOTXWS	$197.60	$1,872.00
GLTNTXSH	$327.60	$2,828.80
GLTNTXSO	$327.60	$2,870.40
GRLDTXXA	$197.60	$2,038.40
GRLDTXXB	$197.60	$2,059.20
GRLDTXXC	$197.60	$1,986.40
GRLDTXXE	$270.40	$2,402.40
GRPVTXXA	$145.60	$1,095.12
GRTWTXXA	$270.40	$2,589.60
HMBLTXXA	$197.60	$2,080.00
HNVITXHN	$327.60	$3,931.20
HRLNTXHG	$145.60	$1,095.12
HSTNTXAD	$197.60	$1,736.80
HSTNTXAI	$197.60	$1,601.60
HSTNTXAL	$197.60	$1,684.80
HSTNTXAP	$145.60	$1,095.12
HSTNTXBA	$145.60	$1,095.12
HSTNTXBR	$197.60	$1,788.80
HSTNTXBU	$145.60	$1,095.12
HSTNTXBW	$197.60	$1,924.00
HSTNTXCA	$145.60	$1,095.12
HSTNTXCH	$270.40	$2,163.20
HSTNTXCL	$145.60	$1,095.12
HSTNTXDP	$197.60	$1,965.60
HSTNTXEE	$197.60	$1,788.80
HSTNTXEH	$197.60	$1,924.00
HSTNTXFA	$145.60	$1,095.12
HSTNTXFA	$145.60	$1,095.12
HSTNTXFR	$197.60	$1,695.20
HSTNTXGL	$197.60	$1,965.60
HSTNTXGP	$145.60	$1,095.12
HSTNTXGR	$197.60	$1,965.60
HSTNTXHO	$145.60	$1,095.12
HSTNTXHU	$197.60	$1,924.00
HSTNTXID	$197.60	$1,872.00
HSTNTXJA	$145.60	$1,095.12
HSTNTXLA	$197.60	$1,872.00
HSTNTXMC	$197.60	$1,643.20
HSTNTXMI	$197.60	$1,830.40
HSTNTXMO	$145.60	$1,095.12
HSTNTXNA	$145.60	$1,095.12
HSTNTXNE	$197.60	$1,695.20
HSTNTXOR	$197.60	$1,736.80
HSTNTXOV	$145.60	$1,095.12
HSTNTXOX	$145.60	$1,095.12
HSTNTXPA	$197.60	$1,695.20
HSTNTXPE	$197.60	$1,924.00
HSTNTXPR	$197.60	$1,632.80
HSTNTXRE	$197.60	$1,788.80
HSTNTXRI	$197.60	$1,643.20
HSTNTXSA	$145.60	$1,095.12
HSTNTXSU	$145.60	$1,095.12

Service Type	End User Pricing	
	MRC	NRC
HSTNTXUN	$197.60	$1,601.60
HSTNTXWA	$197.60	$1,695.20
HSTNTXWE	$145.60	$1,095.12
HSTNTXWL	$197.60	$1,736.80
HSTNTXWY	$270.40	$1,965.60
IRNGTXXA	$197.60	$2,080.00
IRNGTXXB	$145.60	$1,095.12
IRNGTXXC	$145.60	$1,095.12
IRNGTXXD	$197.60	$2,059.20
IRNGTXXF	$145.60	$1,924.00
IRNGTXXG	$145.60	$1,095.12
KATYTXXA	$270.40	$2,631.20
KATYTXXB	$270.40	$2,558.40
KATYTXXC	$270.40	$2,558.40
KGWDTXXA	$197.60	$2,080.00
KGWDTXXC	$270.40	$3,120.00
KLLNTXXA	$327.60	$4,680.00
KLLNTXXC	$327.60	$4,680.00
KLLRTXXA	$270.40	$2,059.20
LARDTXLA	$145.60	$1,095.12
LBCKTXFR	$197.60	$2,818.40
LBCKTXND	$197.60	$2,080.00
LBCKTXPA	$197.60	$2,080.00
LBCKTXPS	$145.60	$1,955.20
LBCKTXSW	$197.60	$2,080.00
LFKNTXXA	$327.60	$4,680.00
LGCYTXXA	$197.60	$1,851.20
LGVWTXGR	$197.60	$2,080.00
LGVWTXPL	$145.60	$1,095.12
LKDLTXXA	$270.40	$3,120.00
LWVLTXXA	$197.60	$2,080.00
LWVLTXXB	$197.60	$2,028.00
LWVLTXXC	$197.60	$2,080.00
LWVLTXXE	$197.60	$2,080.00
LWVLTXXF	$197.60	$2,080.00
MCALTXHI	$197.60	$2,080.00
MCALTXMU	$145.60	$1,095.12
MCKNTXLI	$270.40	$1,872.00
MCKNTXTE	$270.40	$2,163.20
MDLDTXMU	$197.60	$2,080.00
MDLDTXOX	$145.60	$2,080.00
MRCDTXME	$270.40	$2,912.00
MRSHTXWE	$270.40	$2,995.20
MSSNTXMI	$197.60	$2,080.00
NBRNTXNB	$270.40	$2,444.00
ODSSTXEM	$270.40	$2,953.60
ODSSTXLI	$270.40	$2,995.20
ODSSTXRE	$270.40	$3,120.00
ORNGTXOR	$270.40	$1,788.80
PHRRTXPH	$197.60	$2,080.00
PLANTXXA	$145.60	$1,095.12
PLANTXXB	$197.60	$2,007.20
PLANTXXD	$197.60	$1,095.12
PLANTXXF	$197.60	$1,965.60
PLANTXXK	$197.60	$2,059.20
PLVWTXPV	$327.60	$4,461.60
PTARTXYU	$270.40	$1,684.80
RBTNTXXA	$327.60	$3,920.80
RKWLTXPA	$270.40	$2,256.80
RONKTXWO	$145.60	$1,456.00
RSBGTXRR	$270.40	$2,350.40

Service Type	End User Pricing	
	MRC	NRC
RWLTTXXA	$270.40	$2,537.60
SANGTXXA	$145.60	$1,095.12
SANGTXXB	$197.60	$2,080.00
SANGTXXG	$197.60	$2,080.00
SGLDTXXD	$270.40	$3,120.00
SGLDTXXE	$197.60	$1,095.12
SHMNTXXA	$327.60	$2,516.80
SMRCTXXA	$327.60	$2,256.80
SNANTXBA	$145.60	$1,095.12
SNANTXCA	$145.60	$1,095.12
SNANTXCU	$197.60	$1,695.20
SNANTXDI	$145.60	$1,095.12
SNANTXED	$197.60	$2,080.00
SNANTXFR	$145.60	$1,095.12
SNANTXGE	$197.60	$1,643.20
SNANTXHE	$197.60	$1,872.00
SNANTXIC	$270.40	$2,028.00
SNANTXJA	$270.40	$2,256.80
SNANTXLA	$197.60	$1,924.00
SNANTXLE	$197.60	$1,643.20
SNANTXLS	$197.60	$1,924.00
SNANTXMA	$197.60	$1,788.80
SNANTXMC	$145.60	$1,456.00
SNANTXPA	$197.60	$1,965.60
SNANTXPE	$145.60	$1,095.12
SNANTXSA	$270.40	$2,163.20
SNANTXSH	$197.60	$1,788.80
SNANTXSL	$197.60	$1,695.20
SNANTXSO	$270.40	$1,965.60
SNANTXTA	$197.60	$1,456.00
SNANTXTH	$270.40	$2,350.40
SNANTXUC	$197.60	$1,788.80
SNANTXWA	$197.60	$1,788.80
SNANTXWE	$197.60	$1,830.40
SNBNTXSB	$197.60	$3,650.40
SPRNTXNO	$145.60	$1,830.40
SPRNTXSO	$197.60	$1,872.00
STFRTXXA	$327.60	$2,246.40
TBLLTXKL	$197.60	$1,788.80
TBLLTXTB	$270.40	$2,028.00
TMPLTXDN	$327.60	$3,099.20
TMPLTXLB	$327.60	$3,099.20
TXCYTXLM	$270.40	$2,444.00
TXCYTXTC	$270.40	$2,444.00
TXRKTXXA	$327.60	$3,868.80
TXRKTXXB	$327.60	$4,586.40
TYLRTXCH	$327.60	$3,442.40
TYLRTXLY	$327.60	$3,660.80
TYLRTXSO	$327.60	$3,712.80
UVLDTXUV	$145.60	$4,680.00
VCTATXVI	$327.60	$4,680.00
WACOTX01	$145.60	$1,095.12
WACOTXHE	$197.60	$1,872.00
WACOTXMG	$270.40	$2,350.40
WACOTXMO	$197.60	$1,736.80
WACOTXPR	$197.60	$1,736.80
WACOTXSW	$197.60	$1,643.20
WCFLTXCF	$197.60	$2,080.00
WCFLTXNI	$145.60	$1,095.12
WCFLTXTF	$197.60	$2,080.00
WSLCTXXA	$249.60	$3,120.00

Service Type	End User Pricing	
	MRC	NRC
WXHCTXWE	$270.40	$2,672.80
WYLITXXA	$197.60	$2,080.00
OR		
Local Access Services - General Discount[1]		
Circuit Type (and facility type if applicable)	**Discounts**	
DS0	16%	
DS1		
DS3		
[1]Type 1 only. Such rate only applies to circuits which are serviced by Verizon owned facilities.		
Ethernet Access Service - General Discount		
Facility Type	**Discounts**	
Ethernet Access Type 1, Type 2, Type 3, Type 4 and Standard	6%	
Customer Premises Equipment (CPE) Components		
Service Description	**End User Pricing**	
	MRC	**NRC**
Managed WAN		
Managed WAN Full Management		
Extra Small		
1-99 devices	$68.02	N/A
100-199 devices	$65.52	N/A
200-299 devices	$62.40	N/A
300-499 devices	$59.90	N/A
500+ devices	$57.41	N/A
Small		
1-99 devices	$96.72	N/A
100-199 devices	$92.98	N/A
200-299 devices	$89.23	N/A
300-499 devices	$84.86	N/A
500+ devices	$81.12	N/A
Medium		
1-99 devices	$124.80	N/A
100-199 devices	$119.81	N/A
200-299 devices	$114.82	N/A
300-499 devices	$109.82	N/A
500+ devices	$104.83	N/A
Large		
1-99 devices	$209.04	N/A
100-199 devices	$200.93	N/A
200-299 devices	$192.19	N/A
300-499 devices	$184.08	N/A
500+ devices	$175.34	N/A
Managed WAN Implementation		
Managed Takeover	N/A	$468.00
Managed Implementation (New Install)	N/A	$572.00
Monitor only Price (New Implementation or Takeover)	N/A	$364.00
Change Management		
Implementation Change Management		
Expedite Charge	N/A	$1,144.00
Rescheduling	N/A	$312.00
After-Hours Premium	N/A	$624.00
Optional Change Management for Managed WAN		
DHCP IP Helper - Add/Modify/Delete	N/A	$52.00
IP Network Address Translation - Add/Modify/Delete	N/A	$52.00
Network Routed Protocol - Add/Modify/Delete	N/A	$52.00
New MSO IP Address/Subnet Mask Changes - Add/Modify/Delete	N/A	$52.00
PVC - Add/Modify/Delete	N/A	$52.00
Routing Protocol - Add/Modify/Delete	N/A	$52.00
VPN Tunnel - Add/Modify/Delete	N/A	$52.00
Complex Configuration Modify	N/A	$130.00

Service Type	End User Pricing	
	MRC	NRC
Add DPort DCAR	N/A	$130.00
Bandwidth Increase/Decrease Physical	N/A	$364.00
Hardware Module Upgrade	N/A	$364.00
Intra-building Move	N/A	$364.00
Router Move, inter-building or across town	N/A	$624.00
Memory Upgrade	N/A	$364.00
WAN Equipment Replace/Swap	N/A	$364.00
Router IOS Change - support new features	N/A	$364.00
Traffic Shaping/Queuing - Add/Modify/Delete	N/A	$364.00
Traffic Filter Design	N/A	$364.00
Demand Dispatches - Outside Scope of Normal Work charge	N/A	$364.00
Optional Features for Managed WAN (Includes Cisco ISR and Juniper SRX)		
Firewall (Cisco and Juniper only)		
Embedded Firewall - Extra Small	$21.84	$130.00
Embedded Firewall - Small	$31.20	$130.00
Embedded Firewall - Medium	$43.68	$130.00
Embedded Firewall - Large	$74.88	$130.00
Prevention (Cisco ISR G1 only)		
Intrusion Prevention - Extra Small	$12.48	$130.00
Intrusion Prevention - Small	$24.96	$130.00
Intrusion Prevention - Medium	$31.20	$130.00
Intrusion Prevention - Large	$49.92	$130.00
Content Filtering (Cisco only)		
Content Filtering - Extra Small	$3.12	$130.00
Content Filtering - Small	$6.24	$130.00
Content Filtering - Medium	$9.36	$130.00
Content Filtering - Large	$15.60	$130.00
Ethernet LAN (Cisco and Juniper only)		
Ethernet LAN - Small (4 or 9 Port)	$21.84	$130.00
Ethernet LAN PoE - Small (4 or 9 Port)	$21.84	$130.00
Ethernet LAN - Medium (16 to 24 Port)	$31.20	$130.00
Ethernet LAN PoE - Medium (16 to 24 Port)	$31.20	$130.00
Ethernet LAN - Large (48 Port)	$49.92	$130.00
Ethernet LAN PoE - Large (48 Port)	$49.92	$130.00
Encryption (Cisco only)		
Encryption - Extra Small	$3.12	$130.00
Encryption - Small	$6.24	$130.00
Encryption - Medium	$9.36	$130.00
Encryption - Large	$15.60	$130.00
WAN Back-up (Cisco only)		
WAN Backup - Extra Small	$6.24	$130.00
WAN Backup - Small	$9.36	$130.00
WAN Backup - Medium	$15.60	$130.00
WAN Backup - Large	$24.96	$130.00
Wireless Out of Band		
Per Wireless OOB Device	$26.00	$130.00
VoIP Interface Support		
Gateway Services		
Voice Gateway	$26.00	See VoIP Gateway Features
Multi-Service IP-to-IP Gateway	$26.00	
Voice Gateway Features		
Full Management		
New Install	N/A	$364.00
Add Entity	N/A	$364.00
Add Feature	N/A	$364.00
Physical		
New Install	N/A	$364.00
Add Entity	N/A	$364.00
Add Feature	N/A	
Optional Feature for Multi-Service IP-to-IP Gateway (Cisco CUBE)		
Full Management		

Service Type	End User Pricing	
	MRC	NRC
New Install	N/A	$1,092.00
Add Entity	N/A	$1,092.00
Add Feature	N/A	$1,092.00
Physical		
New Install	N/A	$1,092.00
Add Entity	N/A	$1,092.00
Add Feature	N/A	
VoIP Interface Support Event-Specific Charges		
Dial Peer Upgrade/Downgrade	N/A	$364.00
Optional Enhanced MNS Reporting		
ETM Reporting	$20.80	N/A
ETM Select Reporting	$36.40	N/A
ETM Select with netflow Reporting	$36.40	N/A
Threshold PPM	$6.24	N/A
Network Analysis		
Per Managed Device	$49.92	$52.00
Network Engineering		
Extra Small Router	$43.68	$52.00
Small Router	$68.64	$52.00
Medium Router	$81.12	$52.00
Large Router	$99.84	$52.00
Switch - Small	$34.32	$52.00
Switch - Medium	$46.80	$52.00
Access Point	$9.36	$52.00
Wireless LAN Controller - Extra Small, Small, Medium, or Large	$9.36	$52.00
Router Sizes		
Extra Small	Cisco 8xx series or Juniper SRX100	
Small	Cisco 1000 series and Cisco 2000 series; ADTRAN NetVanta: Series	
Medium	Cisco 3000 series up to Cisco 4000 series; ADTRAN NetVanta Series 4xxx	
Large	Cisco 7000 series, Cisco ASR1000 series	
Service Description	**End User Pricing**	
	MRC	**NRC**
Managed Hardware Rental		
Analog Gateway/Phone/Router/Switch Rental	ICB	
Minimum rental term is 36 months.		

PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)

Cost Recovery Fee = 12%

Internet Services		
Internet Services. In lieu of all other rates, discounts and promotions, Customer will pay the following MRCs and NRCs plus Access Service, shown separately, for Internet Services and related optional features/services. Charges are fixed for the Term, based upon the service type.		
Internet Service Elements		
Transport Components		
	Internet Port	
	Optional Local Access Services. Port only service requires a cross-connect from customer-provided local access to the Verizon PoP.	
Customer Premises Equipment (CPE) components		
	Optional Managed Services	
	Optional Hardware Rental	
Transport Components		
Service Type	**End User Pricing**	
	MRC	**NRC**
Internet Port		
Port Bandwidth		
T1 Services		
1.536 Mbps Price-Protected	$207.87	N/A
1.536 Mbps Diverse	$454.72	N/A
1.536 Mbps Shadow	$84.45	N/A
1.536 Mbps Shadow Overage Charge	$22.74	N/A
QoS for Burstable Select, Tiered or Price Protected	$55.22	N/A
QoS for Double/Diverse	$107.18	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature	$21.11	N/A
NxT1 Services		
2x T1 (3.072 Mbps)	$357.28	N/A
3x T1 (4.608 Mbps)	$477.46	N/A
4x T1 (6.144 Mbps)	$548.91	N/A
Diverse 2xT1 (3.072 Mbps)	$393.01	N/A
Diverse 3xT1 (4.608 Mbps)	$516.43	N/A
Diverse 4xT1 (6.144 Mbps)	$597.63	N/A
Shadow 2xT1 (3.072 Mbps)	$168.90	N/A
Shadow 2xT1 (3.072 Mbps) Overage Charge	$22.74	N/A
Shadow 3xT1 (4.608 Mbps)	$256.59	N/A
Shadow 3xT1 (4.608 Mbps) Overage Charge	$22.74	N/A
Shadow 4xT1 (6.144 Mbps)	$341.04	N/A
Shadow 4xT1 (6.144 Mbps) Overage	$22.74	N/A
QoS for NxT1	$107.18	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature for 2xT1, 3xT1 & 4xT1	$25.98	N/A
T3 Services		
3 Mbps Tiered	$318.30	N/A
6 Mbps Tiered	$500.19	N/A
9 Mbps Tiered	$568.40	N/A
12 Mbps Tiered	$662.59	N/A
15 Mbps Tiered	$799.01	N/A
21 Mbps Tiered	$1,071.84	N/A
30 Mbps Tiered	$1,438.86	N/A
45 Mbps Tiered	$1,900.08	N/A
5 Mbps Burstable Select	$470.96	N/A
5 Mbps Burstable Select Overage	$94.19	N/A
10 Mbps Burstable Select	$600.88	N/A
10 Mbps Burstable Select Overage Charge	$60.09	N/A
20 Mbps Burstable Select	$1,075.09	N/A
20 Mbps Burstable Select Overage Charge	$53.92	N/A
Price-Protected	$1,900.08	N/A
Shadow	$665.84	N/A
Shadow Overage Charge	$94.19	N/A

	Optional Managed Services	
	Optional Hardware Rental	
Diverse	$4,121.71	N/A
QoS for Burstable Select, Tiered or Price Protected	$107.18	N/A
QoS for Double/Diverse	$129.92	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature	$99.06	N/A
OC3 Services		
30 Mbps Burstable Select	$1,510.32	N/A
30 Mbps Burstable Select Overage Charge	$50.34	N/A
Price-Protected	$4,907.73	N/A
Shadow	$1,718.19	N/A
Shadow Overage Charge	$50.34	N/A
Diverse	$10,309.15	N/A
QoS for Burstable Select, Tiered or Price Protected	$276.08	N/A
QoS for Double/Diverse	$276.08	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature	$245.22	N/A
OC12 Services		
100 Mbps Burstable Select	$3,683.23	N/A
100 Mbps Burstable Select Overage Charge	$37.35	N/A
200 Mbps Burstable Select	$6,531.73	N/A
200 Mbps Burstable Select Overage Charge	$32.80	N/A
Price-Protected	$16,162.05	N/A
Shadow	$6,223.17	N/A
Shadow Overage Charge	$40.60	N/A
Diverse	$33,941.60	N/A
QoS for Burstable Select, Tiered or Price Protected	$406.00	N/A
QoS for Double/Diverse	$406.00	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature	$808.75	N/A
OC48 Services		
200 Mbps Burstable Select	$6,531.73	N/A
200 Mbps Burstable Select Overage Charge	$32.80	N/A
1000 Mbps Burstable Select	$18,757.20	N/A
1000 Mbps Burstable Select Overage Charge	$19.49	N/A
Price Protected	$42,022.62	N/A
Shadow	$14,710.19	N/A
Shadow Overage Charge	$32.80	N/A
Diverse	$88,244.91	N/A
QoS for Burstable Select, Tiered or Price Protected	$1,299.20	N/A
QoS for Double/Diverse	$1,299.20	N/A
QoS for Shadow	$0.00	N/A
Diverse Feature	$2,101.46	N/A
OC192 Services		
Internet Dedicated Ethernet		
3 Mbps Tiered	$311.81	N/A
5 Mbps Tiered	$448.22	N/A
10 Mbps Tiered	$584.64	N/A
20 Mbps Tiered	$1,023.12	N/A
30 Mbps Tiered	$1,438.86	N/A
40 Mbps Tiered	$1,721.44	N/A
50 Mbps Tiered	$1,913.07	N/A
100 Mbps Tiered	$3,507.84	N/A
200 Mbps Tiered	$6,219.92	N/A
300 Mbps Tiered	$8,964.48	N/A
400 Mbps Tiered	$11,465.44	N/A
500 Mbps Tiered	$13,722.80	N/A
600 Mbps Tiered	$15,736.56	N/A
700 Mbps Tiered	$16,996.78	N/A
1000 Mbps Tiered	$17,864.00	N/A
2 Mbps Burstable Select 10 Mbps	$230.61	N/A
2 Mbps Burstable Select 10 Mbps Overage Charge	$115.30	N/A
4 Mbps Burstable Select 10 Mbps	$406.00	N/A
4 Mbps Burstable Select 10 Mbps Overage Charge	$102.31	N/A
5 Mbps Burstable Select 50 Mbps	$470.96	N/A
5 Mbps Burstable Select 50 Mbps Overage Charge	$94.19	N/A

	Optional Managed Services	
	Optional Hardware Rental	
10 Mbps Burstable Select 50 Mbps	$600.88	N/A
10 Mbps Burstable Select 50 Mbps Overage Charge	$60.09	N/A
30 Mbps Burstable Select 50 Mbps	$1,510.32	N/A
30 Mbps Burstable Select 50 Mbps Overage Charge	$50.34	N/A
10 Mbps Burstable Select 100 Mbps	$600.88	N/A
10 Mbps Burstable Select 100 Mbps Overage Charge	$60.09	N/A
20 Mbps Burstable Select 100 Mbps	$1,075.09	N/A
20 Mbps Burstable Select 100 Mbps Overage Charge	$55.22	N/A
30 Mbps Burstable Select 100 Mbps	$1,510.32	N/A
30 Mbps Burstable Select 100 Mbps Overage Charge	$50.34	N/A
40 Mbps Burstable Select 100 Mbps	$1,809.14	N/A
40 Mbps Burstable Select 100 Mbps Overage Charge	$45.47	N/A
50 Mbps Burstable Select 100 Mbps	$2,007.26	N/A
50 Mbps Burstable Select 100 Mbps Overage Charge	$40.60	N/A
100 Mbps Burstable Select 600 Mbps	$3,683.23	N/A
100 Mbps Burstable Select 600 Mbps Overage Charge	$37.35	N/A
200 Mbps Burstable Select 600 Mbps	$6,531.73	N/A
200 Mbps Burstable Select 600 Mbps Overage Charge	$32.48	N/A
300 Mbps Burstable Select 600 Mbps	$9,412.70	N/A
300 Mbps Burstable Select 600 Mbps Overage Charge	$31.51	N/A
500 Mbps Burstable Select 600 Mbps	$14,408.13	N/A
500 Mbps Burstable Select 600 Mbps Overage Charge	$29.23	N/A
100 Mbps Burstable Select 1000 Mbps	$3,683.23	N/A
100 Mbps Burstable Select 1000 Mbps Overage Charge	$37.35	N/A
200 Mbps Burstable Select 1000 Mbps	$6,531.73	N/A
200 Mbps Burstable Select 1000 Mbps Overage Charge	$34.10	N/A
300 Mbps Burstable Select 1000 Mbps	$9,412.70	N/A
300 Mbps Burstable Select 1000 Mbps Overage Charge	$31.51	N/A
400 Mbps Burstable Select 1000 Mbps	$12,040.34	N/A
400 Mbps Burstable Select 1000 Mbps Overage Charge	$30.21	N/A
500 Mbps Burstable Select 1000 Mbps	$14,408.13	N/A
500 Mbps Burstable Select 1000 Mbps Overage Charge	$29.23	N/A
10 Mbps (1-10 Mbps) QoS	$107.18	N/A
50 Mbps (15-50 Mbps) QoS	$159.15	N/A
100 Mbps (60-100 Mbps) QoS	$266.34	N/A
600 Mbps (150-600 Mbps) QoS	$396.26	N/A
1000 Mbps (700-1000 Mbps) QoS	$607.38	N/A
FastE Port Only		
10 Mbps Burstable Select	$600.88	N/A
10 Mbps Burstable Select Overage Charge	$60.09	N/A
GigE Port Only		
100 Mbps Tiered GigE	$3,507.84	N/A
200 Mbps Tiered GigE	$6,219.92	N/A
300 Mbps Tiered GigE	$8,964.48	N/A
400 Mbps Tiered GigE	$11,465.44	N/A
500 Mbps Tiered GigE	$13,722.80	N/A
600 Mbps Tiered GigE	$15,736.56	N/A
700 Mbps Tiered GigE	$16,996.78	N/A
1000 Mbps Tiered GigE (1G)	$17,864.00	N/A
100 Mbps Burstable Select GigE	$3,683.23	N/A
100 Mbps Burstable Select GigE Overage Charge	$37.35	N/A
200 Mbps Burstable Select GigE	$6,531.73	N/A
200 Mbps Burstable Select GigE Overage Charge	$34.10	N/A
300 Mbps Burstable Select GigE	$9,412.70	N/A
300 Mbps Burstable Select GigE Overage Charge	$31.51	N/A
500 Mbps Burstable Select GigE	$14,408.13	N/A
500 Mbps Burstable Select GigE Overage Charge	$29.23	N/A
QoS for Burstable, Burstable Select, Tiered & Price Protected	$607.38	N/A
Diverse Feature	$860.72	N/A
10GigE Port Only		
Diverse Feature	$18,919.60	ICB
Internet Cross-Connect		
Circuit Type		
DS1	$56.00	$280.00
DS3	$168.00	$560.00

	Optional Managed Services	
	Optional Hardware Rental	
OC-3	$336.00	$560.00
OC-12	$560.00	$560.00
OC-48	$560.00	$560.00
Fast Ethernet or Gigabit Ethernet (GigE) Port Only (Single Mode Fiber)		
Verizon Location	$560.00	$560.00
Equinix Location	$280.00	$560.00
Switch and Data (also known as PAIX) Location	$280.00	$560.00
Special Notes		
Burstable provides bandwidth on demand based on sustained montly usage. It provides access to the circuit's full potential bandwidth.		
Burstable Select has two billing components: an MRC for bandwidth commitment and a per-Mbps charge for overage, which bills for usage above the selected bandwidth commitment.		
QoS - Available traffic priority classes: 1. Expedited Forwarding (EF), 2. Assured Forwarding 2 (AF2), 3. Assured Forwarding 3 (AF3) 4. Best Effort (BE)		
Service Description	**MRC**	
	DS1	**DS3**
Local Access Services		
Local Access Services - CLLI Based Pricing		
ABLNTXOR	$156.80	$1,179.36
ABLNTXOW	$212.80	$2,240.00
AGTNTXTI	$352.80	$3,292.80
ALICTXAL	$352.80	$4,760.00
ALLNTXSA	$156.80	$1,179.36
ALVNTXAL	$291.20	$2,284.80
AMRLTX02	$156.80	$1,179.36
AMRLTXDI	$212.80	$2,240.00
AMRLTXEV	$212.80	$2,240.00
AMRLTXFL	$212.80	$2,240.00
AMRLTXOS	$212.80	$2,240.00
ATASTXXA	$291.20	$3,360.00
AUSTTXBC	$291.20	$2,228.80
AUSTTXCR	$212.80	$2,116.80
AUSTTXCV	$212.80	$2,116.80
AUSTTXEV	$212.80	$1,870.40
AUSTTXFA	$212.80	$1,870.40
AUSTTXFI	$156.80	$1,179.36
AUSTTXGR	$156.80	$1,179.36
AUSTTXHI	$156.80	$1,179.36
AUSTTXHO	$156.80	$1,179.36
AUSTTXJO	$212.80	$1,926.40
AUSTTXLE	$291.20	$2,374.40
AUSTTXLT	$291.20	$2,329.60
AUSTTXLW	$291.20	$2,284.80
AUSTTXMA	$212.80	$2,072.00
AUSTTXMC	$212.80	$2,016.00
AUSTTXMF	$212.80	$2,016.00
AUSTTXPF	$212.80	$1,926.40
AUSTTXRR	$212.80	$1,179.36
AUSTTXTE	$156.80	$1,179.36
AUSTTXTW	$212.80	$1,870.40
AUSTTXWA	$212.80	$1,825.60
AZLETXXA	$352.80	$2,531.20
BETNTXBE	$352.80	$3,595.20
BORNTXXA	$352.80	$2,956.80
BRYNTXXA	$212.80	$1,769.60
BRYNTXXB	$212.80	$2,240.00
BRYNTXXC	$212.80	$2,240.00
BSTRTXBS	$352.80	$3,046.40
BUMTTXTE	$156.80	$1,179.36
BUMTTXTW	$212.80	$1,724.80
BUMTTXUN	$212.80	$2,116.80
BUMTTXVI	$212.80	$2,116.80
BWVLTXLI	$291.20	$3,360.00
BWVLTXOL	$291.20	$3,360.00
BWVLTXTE	$291.20	$3,360.00
BYCYTXBY	$352.80	$4,513.60

	Optional Managed Services	
	Optional Hardware Rental	
CLBNTXMI	$352.80	$2,990.40
CLEVTXCL	$352.80	$3,360.00
CLSTTXXA	$212.80	$2,240.00
CLSTTXXB	$212.80	$1,769.60
CLSTTXXD	$212.80	$2,240.00
CONRTXXA	$291.20	$3,360.00
CPCVTXXA	$352.80	$5,040.00
CRCHTXBU	$212.80	$2,240.00
CRCHTXCA	$291.20	$3,225.60
CRCHTXTE	$212.80	$1,179.36
CRCHTXTU	$156.80	$1,179.36
CRCHTXWY	$212.80	$1,179.36
CRTNTXXA	$212.80	$2,139.20
CRTNTXXB	$212.80	$2,105.60
CRTNTXXC	$212.80	$2,060.80
CRTNTXXC	$212.80	$2,060.80
CRTNTXXD	$212.80	$2,139.20
CYPRTXCY	$212.80	$1,971.20
DESNTXHO	$352.80	$3,953.60
DFIATXXA	$212.80	$2,049.60
DLLSTXAD	$156.80	$1,179.36
DLLSTXCH	$291.20	$2,184.00
DLLSTXDA	$291.20	$1,870.40
DLLSTXDI	$212.80	$1,814.40
DLLSTXDN	$291.20	$2,116.80
DLLSTXDS	$291.20	$2,374.40
DLLSTXDV	$212.80	$2,116.80
DLLSTXEM	$156.80	$1,179.36
DLLSTXEV	$212.80	$1,926.40
DLLSTXEX	$212.80	$2,016.00
DLLSTXFB	$156.80	$1,179.36
DLLSTXFE	$212.80	$1,926.40
DLLSTXFL	$156.80	$1,179.36
DLLSTXFR	$212.80	$1,926.40
DLLSTXGP	$212.80	$1,758.40
DLLSTXHA	$212.80	$1,724.80
DLLSTXHU	$291.20	$2,184.00
DLLSTXLA	$156.80	$1,179.36
DLLSTXLN	$291.20	$2,284.80
DLLSTXMC	$156.80	$1,179.36
DLLSTXME	$156.80	$1,179.36
DLLSTXMS	$291.20	$2,184.00
DLLSTXNM	$212.80	$2,072.00
DLLSTXNO	$156.80	$1,179.36
DLLSTXRE	$156.80	$1,179.36
DLLSTXRI	$156.80	$1,179.36
DLLSTXRN	$156.80	$1,179.36
DLLSTXRO	$156.80	$1,179.36
DLLSTXRY	$352.80	$2,184.00
DLLSTXSU	$291.20	$2,284.80
DLLSTXTA	$156.80	$1,179.36
DLLSTXWH	$212.80	$1,769.60
DLRITXXB	$352.80	$5,040.00
DNTNTXXA	$212.80	$2,587.20
EDBGTXEB	$212.80	$2,240.00
ELPSTXEA	$212.80	$2,240.00
ELPSTXHA	$212.80	$1,179.36
ELPSTXHC	$291.20	$3,360.00
ELPSTXMA	$156.80	$1,179.36
ELPSTXMS	$291.20	$3,360.00
ELPSTXNE	$212.80	$2,240.00
ELPSTXNO	$212.80	$2,240.00
ELPSTXSE	$212.80	$2,240.00
ELPSTXSH	$291.20	$3,360.00
ELPSTXYS	$291.20	$1,179.36

	Optional Managed Services	
	Optional Hardware Rental	
FRSCTXCO	$212.80	$2,072.00
FRSCTXES	$212.80	$2,116.80
FRSCTXWE	$291.20	$2,374.40
FTWOTXAL	$291.20	$2,475.20
FTWOTXAR	$156.80	$1,179.36
FTWOTXAT	$156.80	$1,179.36
FTWOTXAT	$156.80	$1,179.36
FTWOTXAX	$212.80	$2,016.00
FTWOTXBB	$291.20	$2,116.80
FTWOTXBE	$291.20	$2,284.80
FTWOTXBN	$291.20	$2,374.40
FTWOTXBR	$212.80	$2,016.00
FTWOTXBU	$212.80	$1,825.60
FTWOTXBY	$291.20	$2,284.80
FTWOTXCE	$212.80	$1,971.20
FTWOTXCI	$212.80	$2,072.00
FTWOTXCR	$156.80	$1,179.36
FTWOTXEC	$212.80	$2,116.80
FTWOTXED	$156.80	$1,179.36
FTWOTXEU	$156.80	$1,179.36
FTWOTXGL	$212.80	$1,870.40
FTWOTXJE	$212.80	$1,825.60
FTWOTXKE	$212.80	$1,971.20
FTWOTXLW	$212.80	$2,016.00
FTWOTXMA	$212.80	$1,825.60
FTWOTXPE	$212.80	$1,870.40
FTWOTXTE	$156.80	$1,179.36
FTWOTXWA	$212.80	$1,769.60
FTWOTXWS	$212.80	$2,016.00
GLTNTXSH	$352.80	$3,046.40
GLTNTXSO	$352.80	$3,091.20
GRLDTXXA	$212.80	$2,195.20
GRLDTXXB	$212.80	$2,217.60
GRLDTXXC	$212.80	$2,139.20
GRLDTXXE	$291.20	$2,587.20
GRPVTXXA	$156.80	$1,179.36
GRTWTXXA	$291.20	$2,788.80
HMBLTXXA	$212.80	$2,240.00
HNVITXHN	$352.80	$4,233.60
HRLNTXHG	$156.80	$1,179.36
HSTNTXAD	$212.80	$1,870.40
HSTNTXAI	$212.80	$1,724.80
HSTNTXAL	$212.80	$1,814.40
HSTNTXAP	$156.80	$1,179.36
HSTNTXBA	$156.80	$1,179.36
HSTNTXBR	$212.80	$1,926.40
HSTNTXBU	$156.80	$1,179.36
HSTNTXBW	$212.80	$2,072.00
HSTNTXCA	$156.80	$1,179.36
HSTNTXCH	$291.20	$2,329.60
HSTNTXCL	$156.80	$1,179.36
HSTNTXDP	$212.80	$2,116.80
HSTNTXEE	$212.80	$1,926.40
HSTNTXEH	$212.80	$2,072.00
HSTNTXFA	$156.80	$1,179.36
HSTNTXFA	$156.80	$1,179.36
HSTNTXFR	$212.80	$1,825.60
HSTNTXGL	$212.80	$2,116.80
HSTNTXGP	$156.80	$1,179.36
HSTNTXGR	$212.80	$2,116.80
HSTNTXHO	$156.80	$1,179.36
HSTNTXHU	$212.80	$2,072.00
HSTNTXID	$212.80	$2,016.00
HSTNTXJA	$156.80	$1,179.36
HSTNTXLA	$212.80	$2,016.00

	Optional Managed Services	
	Optional Hardware Rental	
HSTNTXMC	$212.80	$1,769.60
HSTNTXMI	$212.80	$1,971.20
HSTNTXMO	$156.80	$1,179.36
HSTNTXNA	$156.80	$1,179.36
HSTNTXNE	$212.80	$1,825.60
HSTNTXOR	$212.80	$1,870.40
HSTNTXOV	$156.80	$1,179.36
HSTNTXOX	$156.80	$1,179.36
HSTNTXPA	$212.80	$1,825.60
HSTNTXPE	$212.80	$2,072.00
HSTNTXPR	$212.80	$1,758.40
HSTNTXRE	$212.80	$1,926.40
HSTNTXRI	$212.80	$1,769.60
HSTNTXSA	$156.80	$1,179.36
HSTNTXSU	$156.80	$1,179.36
HSTNTXUN	$212.80	$1,724.80
HSTNTXWA	$212.80	$1,825.60
HSTNTXWE	$156.80	$1,179.36
HSTNTXWL	$212.80	$1,870.40
HSTNTXWY	$291.20	$2,116.80
IRNGTXXA	$212.80	$2,240.00
IRNGTXXB	$156.80	$1,179.36
IRNGTXXC	$156.80	$1,179.36
IRNGTXXD	$212.80	$2,217.60
IRNGTXXF	$156.80	$2,072.00
IRNGTXXG	$156.80	$1,179.36
KATYTXXA	$291.20	$2,833.60
KATYTXXB	$291.20	$2,755.20
KATYTXXC	$291.20	$2,755.20
KGWDTXXA	$212.80	$2,240.00
KGWDTXXC	$291.20	$3,360.00
KLLNTXXA	$352.80	$5,040.00
KLLNTXXC	$352.80	$5,040.00
KLLRTXXA	$291.20	$2,217.60
LARDTXLA	$156.80	$1,179.36
LBCKTXFR	$212.80	$3,035.20
LBCKTXND	$212.80	$2,240.00
LBCKTXPA	$212.80	$2,240.00
LBCKTXPS	$156.80	$2,105.60
LBCKTXSW	$212.80	$2,240.00
LFKNTXXA	$352.80	$5,040.00
LGCYTXXA	$212.80	$1,993.60
LGVWTXGR	$212.80	$2,240.00
LGVWTXPL	$156.80	$1,179.36
LKDLTXXA	$291.20	$3,360.00
LWVLTXXA	$212.80	$2,240.00
LWVLTXXB	$212.80	$2,184.00
LWVLTXXC	$212.80	$2,240.00
LWVLTXXE	$212.80	$2,240.00
LWVLTXXF	$212.80	$2,240.00
MCALTXHI	$212.80	$2,240.00
MCALTXMU	$156.80	$1,179.36
MCKNTXLI	$291.20	$2,016.00
MCKNTXTE	$291.20	$2,329.60
MDLDTXMU	$212.80	$2,240.00
MDLDTXOX	$156.80	$2,240.00
MRCDTXME	$291.20	$3,136.00
MRSHTXWE	$291.20	$3,225.60
MSSNTXMI	$212.80	$2,240.00
NBRNTXNB	$291.20	$2,632.00
ODSSTXEM	$291.20	$3,180.80
ODSSTXLI	$291.20	$3,225.60
ODSSTXRE	$291.20	$3,360.00
ORNGTXOR	$291.20	$1,926.40
PHRRTXPH	$212.80	$2,240.00

	Optional Managed Services	
	Optional Hardware Rental	
PLANTXXA	$156.80	$1,179.36
PLANTXXB	$212.80	$2,161.60
PLANTXXD	$212.80	$1,179.36
PLANTXXF	$212.80	$2,116.80
PLANTXXK	$212.80	$2,217.60
PLVWTXPV	$352.80	$4,804.80
PTARTXYU	$291.20	$1,814.40
RBTNTXXA	$352.80	$4,222.40
RKWLTXPA	$291.20	$2,430.40
RONKTXWO	$156.80	$1,568.00
RSBGTXRR	$291.20	$2,531.20
RWLTTXXA	$291.20	$2,732.80
SANGTXXA	$156.80	$1,179.36
SANGTXXB	$212.80	$2,240.00
SANGTXXG	$212.80	$2,240.00
SGLDTXXD	$291.20	$3,360.00
SGLDTXXE	$212.80	$1,179.36
SHMNTXXA	$352.80	$2,710.40
SMRCTXXA	$352.80	$2,430.40
SNANTXBA	$156.80	$1,179.36
SNANTXCA	$156.80	$1,179.36
SNANTXCU	$212.80	$1,825.60
SNANTXDI	$156.80	$1,179.36
SNANTXED	$212.80	$2,240.00
SNANTXFR	$156.80	$1,179.36
SNANTXGE	$212.80	$1,769.60
SNANTXHE	$212.80	$2,016.00
SNANTXIC	$291.20	$2,184.00
SNANTXJA	$291.20	$2,430.40
SNANTXLA	$212.80	$2,072.00
SNANTXLE	$212.80	$1,769.60
SNANTXLS	$212.80	$2,072.00
SNANTXMA	$212.80	$1,926.40
SNANTXMC	$156.80	$1,568.00
SNANTXPA	$212.80	$2,116.80
SNANTXPE	$156.80	$1,179.36
SNANTXSA	$291.20	$2,329.60
SNANTXSH	$212.80	$1,926.40
SNANTXSL	$212.80	$1,825.60
SNANTXSO	$291.20	$2,116.80
SNANTXTA	$212.80	$1,568.00
SNANTXTH	$291.20	$2,531.20
SNANTXUC	$212.80	$1,926.40
SNANTXWA	$212.80	$1,926.40
SNANTXWE	$212.80	$1,971.20
SNBNTXSB	$212.80	$3,931.20
SPRNTXNO	$156.80	$1,971.20
SPRNTXSO	$212.80	$2,016.00
STFRTXXA	$352.80	$2,419.20
TBLLTXKL	$212.80	$1,926.40
TBLLTXTB	$291.20	$2,184.00
TMPLTXDN	$352.80	$3,337.60
TMPLTXLB	$352.80	$3,337.60
TXCYTXLM	$291.20	$2,632.00
TXCYTXTC	$291.20	$2,632.00
TXRKTXXA	$352.80	$4,166.40
TXRKTXXB	$352.80	$4,939.20
TYLRTXCH	$352.80	$3,707.20
TYLRTXLY	$352.80	$3,942.40
TYLRTXSO	$352.80	$3,998.40
UVLDTXUV	$156.80	$5,040.00
VCTATXVI	$352.80	$5,040.00
WACOTX01	$156.80	$1,179.36
WACOTXHE	$212.80	$2,016.00
WACOTXMG	$291.20	$2,531.20

	Optional Managed Services	
	Optional Hardware Rental	
WACOTXMO	$212.80	$1,870.40
WACOTXPR	$212.80	$1,870.40
WACOTXSW	$212.80	$1,769.60
WCFLTXCF	$212.80	$2,240.00
WCFLTXNI	$156.80	$1,179.36
WCFLTXTF	$212.80	$2,240.00
WSLCTXXA	$268.80	$3,360.00
WXHCTXWE	$291.20	$2,878.40
WYLITXXA	$212.80	$2,240.00
OR		
Local Access Services - General Discount[1]		
Circuit Type (and facility type if applicable)	**Discounts**	
DS0	8%	
DS1		
DS3		
[1]Type 1 only. Such rate only applies to circuits which are serviced by Verizon owned facilities.		
Ethernet Access Service - General Discount		
Facility Type	**Discounts**	
Ethernet Access Type 1, Type 2, Type 3, Type 4 and Standard	ICB	
Managed Services Components		
Service/Description	**End User Pricing**	
	MRC	**NRC**
Managed WAN		
Managed WAN Full Management		
Extra Small		
1-99 devices	$73.25	N/A
100-199 devices	$70.56	N/A
200-299 devices	$67.20	N/A
300-499 devices	$64.51	N/A
500+ devices	$61.82	N/A
Small		
1-99 devices	$104.16	N/A
100-199 devices	$100.13	N/A
200-299 devices	$96.10	N/A
300-499 devices	$91.39	N/A
500+ devices	$87.36	N/A
Medium		
1-99 devices	$134.40	N/A
100-199 devices	$129.02	N/A
200-299 devices	$123.65	N/A
300-499 devices	$118.27	N/A
500+ devices	$112.90	N/A
Large		
1-99 devices	$225.12	N/A
100-199 devices	$216.38	N/A
200-299 devices	$206.98	N/A
300-499 devices	$198.24	N/A
500+ devices	$188.83	N/A
Managed WAN Implementation		
Managed Takeover	N/A	$504.00
Managed Implementation (New Install)	N/A	$616.00
Monitor only Price (New Implementation or Takeover)	N/A	$392.00
Change Management		
Implementation Change Management		
Expedite Charge	N/A	$1,232.00
Rescheduling	N/A	$336.00
After-Hours Premium	N/A	$672.00
Optional Change Management for Managed WAN		
DHCP IP Helper - Add/Modify/Delete	N/A	$56.00
IP Network Address Translation - Add/Modify/Delete	N/A	$56.00
Network Routed Protocol - Add/Modify/Delete	N/A	$56.00
New MSO IP Address/Subnet Mask Changes - Add/Modify/Delete	N/A	$56.00
Routing Protocol - Add/Modify/Delete	N/A	$56.00
VPN Tunnel - Add/Modify/Delete	N/A	$56.00
Complex Configuration Modify	N/A	$140.00

	Optional Managed Services	
	Optional Hardware Rental	
Bandwidth Increase/Decrease Physical	N/A	$392.00
Hardware Module Upgrade	N/A	$392.00
Intra-building Move	N/A	$392.00
Router Move, inter-building or across town	N/A	$672.00
Memory Upgrade	N/A	$392.00
WAN Equipment Replace/Swap	N/A	$392.00
Router IOS Change - support new features	N/A	$392.00
Traffic Shaping/Queuing - Add/Modify/Delete	N/A	$392.00
Traffic Filter Design	N/A	$392.00
Demand Dispatches - Outside Scope of Normal Work charge	N/A	$392.00
Optional Features for Managed WAN (Includes Cisco ISR and Juniper SRX)		
Firewall (Cisco and Juniper only)		
Embedded Firewall - Extra Small	$23.52	$140.00
Embedded Firewall - Small	$33.60	$140.00
Embedded Firewall - Medium	$47.04	$140.00
Embedded Firewall - Large	$80.64	$140.00
Prevention (Cisco ISR G1 only)		
Intrusion Prevention - Extra Small	$13.44	$140.00
Intrusion Prevention - Small	$26.88	$140.00
Intrusion Prevention - Medium	$33.60	$140.00
Intrusion Prevention - Large	$53.76	$140.00
Content Filtering (Cisco only)		
Content Filtering - Extra Small	$3.36	$140.00
Content Filtering - Small	$6.72	$140.00
Content Filtering - Medium	$10.08	$140.00
Content Filtering - Large	$16.80	$140.00
Ethernet LAN (Cisco and Juniper only)		
Ethernet LAN - Small (4 or 9 Port)	$23.52	$140.00
Ethernet LAN PoE - Small (4 or 9 Port)	$23.52	$140.00
Ethernet LAN - Medium (16 to 24 Port)	$33.60	$140.00
Ethernet LAN PoE - Medium (16 to 24 Port)	$33.60	$140.00
Ethernet LAN - Large (48 Port)	$53.76	$140.00
Ethernet LAN PoE - Large (48 Port)	$53.76	$140.00
Encryption (Cisco only)		
Encryption - Extra Small	$3.36	$140.00
Encryption - Small	$6.72	$140.00
Encryption - Medium	$10.08	$140.00
Encryption - Large	$16.80	$140.00
WAN Back-up (Cisco only)		
WAN Backup - Extra Small	$6.72	$140.00
WAN Backup - Small	$10.08	$140.00
WAN Backup - Medium	$16.80	$140.00
WAN Backup - Large	$26.88	$140.00
Wireless Out of Band		
Per Wireless OOB Device	$28.00	$140.00
Network Engineering		
Extra Small Router	$47.04	$56.00
Small Router	$73.92	$56.00
Medium Router	$87.36	$56.00
Large Router	$107.52	$56.00
Switch - Small	$36.96	$56.00
Switch - Medium	$50.40	$56.00
Access Point	$10.08	$56.00
Wireless LAN Controller - Extra Small, Small, Medium, or Large	$10.08	$56.00
Router Sizes		
Extra Small	Cisco 8xx series or Juniper SRX100	
Small	Cisco 1000 series and Cisco 2000 series; ADTRAN NetVanta: Series 1xxx, 2xxx, and 3xxx; ADTRAN Total Access (TA) series 9xx; Juniper J2320, J2350, and J4350; Juniper SRX200 Series	

	Optional Managed Services	
	Optional Hardware Rental	
Medium	Cisco 3000 series up to Cisco 4000 series; ADTRAN NetVanta Series 4xxx and 5xxx; Juniper J6350; Juniper SRX650	
Large	Cisco 7000 series, Cisco ASR1000 series	
Service Description	**End User Pricing**	
	MRC	**NRC**
Managed Hardware Rental		
Router/Switch Rental	ICB	
Minimum rental term is 36 months.		

PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)

Cost Recovery Fee = 4%

SOHO Services		
SOHO Services. In lieu of all other rates, discounts and promotions, Customer will pay the following MRCs and NRCs for SOHO services and related optional features/services, which are fixed for the Term, based upon the service type.		
Broadband Service Elements		
Transport Components		
	Internet Cable	
	Internet DSL	
	Internet Satellite	
Transport Components		
Service Type	**End User Pricing**	
	MRC	**NRC**
Internet Cable		
Business Class Service	$206.96	$252.72
Other Charges		
Additional IP Addresses – Block of 5 Additional	$46.80	N/A
Additional IP Addresses – Block of 10 Additional	$93.60	N/A
Missed Appointment Fee	N/A	$102.96
Extended Installation Option, (Per hour) – For installation requiring more than two hours of technician time (includes necessary cable wiring)	N/A	$83.20
Internet DSL - Office		
DSL - Office 128 Kbps	$124.80	$332.80
DSL Office 192 Kbps	$145.60	$332.80
DSL - Office 384 Kbps	$166.40	$332.80
DSL - Office 768 Kbps	$208.00	$332.80
DSL - Office 1 Mbps	$249.60	$332.80
DSL - Office 1.5 Mbps	$332.80	$332.80
Internet DSL - Office Enhanced		
DSL - Office Enhanced 384 Kbps	$362.96	$676.00
DSL - Office Enhanced 768 Kbps	$414.96	$676.00
Internet DSL - Solo		
Internet DSL - Solo 384 Kbps	$52.00	$104.00
Internet DSL - Solo 768 Kbps	$82.16	$208.00
Internet DSL - Solo 1.5 Mbps	$92.56	$208.00
Internet DSL - Solo 3 Mbps	$113.36	$208.00
Internet DSL - Solo 6 Mbps	$165.36	$208.00
Internet DSL - Solo Resale 1.5 Mbps	$102.96	$208.00
Internet DSL - Solo Resale 3 Mbps	$144.56	$208.00
Additional IP Addresses for DSL - Solo 768K - 1.5M/3M/6M/Resale		
Number of Static IP Addresses		
1	N/A	
5	N/A	
13	$15.60	N/A
29	$20.80	N/A
Appointment, Installation, and Dispatch Fees		
Missed Appointment Fee	N/A	$102.96
Professional Installation Option (DSL - Solo 768K - 6M and Resale only): Standard Hours	N/A	$416.00
Installation: Customer-Initiated Trouble Ticket Dispatch (DSL - Solo 384K only)	N/A	$206.96
Internet Satellite		
Internet Satellite - Enterprise w/1.2m Antenna (No De-Ice)		
Primary 128 x 128 Kbps	$442.00	$3,807.44
Primary 256 x 128 Kbps	$473.20	$3,807.44
Primary 384 x 128 Kbps	$618.80	$3,807.44
Primary 512 x 128 Kbps	$1,138.80	$3,807.44
Primary 1024 x 128 Kbps	$1,554.80	$3,807.44
Primary 1544 x 256 Kbps	$2,074.80	$3,807.44
Primary 1544 x 512 Kbps	$3,114.80	$3,807.44
Primary 2048 x 256 Kbps	$2,386.80	$3,807.44
Primary 2048 x 512 Kbps	$3,322.80	$3,807.44

Service Type	End User Pricing	
	MRC	NRC
Back-Up 1544 x 256 Kbps	$358.80	$3,807.44
Back-Up 1544 x 512 Kbps	$462.80	$3,807.44
Back-Up 2048 x 256 Kbps	$390.00	$3,807.44
Back-Up 2048 x 512 Kbps	$494.00	$3,807.44
Back-up Usage (Per additional MB or fraction thereof greater than 100 MB/Month)	$1.77	N/A
Internet Satellite - Office w/1.2m Antenna (No De-Ice)		
Primary 384 x 128 Kbps	$338.00	$2,600.00
Primary 768 x 256 Kbps	$546.00	$2,600.00
Primary 1.544 x 256 Kbps	$754.00	$2,600.00
Additional CPE Options for Internet Satellite Enterprise or Office		
STAR - Secure Traffic Accelerator, Remote	N/A	$2,311.92
STAC - Secure Traffic Accelerator, Central	N/A	$6,799.52
1.2m Antenna with De-Ice Option	N/A	$4,759.04
Maintenance & Support Services for Internet Satellite Enterprise of Office		
Next Business Day w/Primary or Back-up	N/A	
5 X 8 Same Day Coverage	$114.40	N/A
7 X 24 Same Day Coverage	$145.60	N/A
Site Survey	N/A	$312.00
Service Change	N/A	$67.60
Site Retermination	N/A	$1,471.60
Site Deinstallation	N/A	$468.00
Failed Dispatch	N/A	$442.00
Non-Standard Satellite Charges		
Full Site Survey	N/A	$364.00
Abort Charge	N/A	$312.00
Installation of EMT Conduit ($/foot)	N/A	$2.60
Installation of PVC Conduit ($/foot)	N/A	$4.42
Installation of Wire Mold ($/foot)	N/A	$5.20
Ground Wire > 35ft ($/foot)	N/A	$1.82
T&M Labor (Per hour)	N/A	$104.00
Expedite Fee - Installation	N/A	$130.00

Order Administrative Charges
DEFINITIONS: The following definitions apply:
Accelerated Expedite: A service order that is processed, at the request of the Customer, with the objective of installing the service in five (5) or fewer business days, whether or not installation is completed in that time period. An Accelerated Expedite charge will apply to the access services specified in the Accelerated Expedite table below and will be assessed on a per circuit basis. For Customer-provided access, the standard Expedite charge will apply as specified in the Expedite table below. Service orders requiring construction prior to the installation of service, either on-net or off-net, could result in extended delays even in instances where an Accelerated Expedite charge applies. Accelerated Expedite is only available for domestic locations.
Administrative Change: The modification of an existing circuit, at the request of the Customer, that involves changes to Customer name, Customer contact name, Customer phone number, verification of testing performed by parties other than the Company, service rearrangements not involving a physical change and/or any other administrative change not covered by a Billing Record Change.
Billing Record Change: A change in Customer billing address not involving physical retermination of the circuit
Cancellation of Order: A (i) Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion, excluding requests resulting from the Company's determination of the unavailability of facilities to complete the order and/or (ii) discontinuance by the Company of processing a service order resulting from a Customer request to defer installation for a period longer than 30 days. Cancellation of order charges will not apply to circuits for which the Customer reinstates the same service order within 30 days of requesting discontinue processing the order. Cancellation of Order charges will be assessed per cancelled circuit or port per order. Standard Expedite charges will apply in addition to any cancellation of order charges if Customer cancels an Accelerated Expedite or standard Expedite order before installation.
Expedite: A service order that is processed, at the request of the Customer, with the objective of installing the service in a time period shorter than the Company's standard installation time period for that service, whether or not installation is completed in that time period. **An expedite charge will be assessed per circuit, per port, per order and/or per device depending on the service as specified in the Charges section below**. Service orders requiring construction prior to the installation of service, either on-net or off-net, could result in extended delays even in instances where an Expedite charge applies. For international locations, Company will support expedite service only at locations where it is supported by the local access provider.
Pending Order Change: The modification of a service order, at the request of the Customer, prior to the completion date of the order. Charges may apply per order and per circuit or port for each modification.
Physical Change: The modification of an existing circuit, at the request of the Customer, requiring physical change or retermination of the circuit.
For access Types 1, 2 and 3 circuits, the Physical Change Charge will apply. In addition, for access Types 2 and 3 circuits, the Company will pass-through nonrecurring charges imposed by the ILEC.
For access Type 4 and SONET circuits only, physical change will constitute circuit discontinuance and installation for which standard tariffed discontinuance and installation charges will apply.
Service Date Change: The modification of a service order, at the request of the Customer, to request a new order due date that is within 30 days of the original due date. Charges will apply for each occurrence in addition to other applicable Administrative Nonrecurring Charges.

Order Administrative Charges

No Fault Found Dispatch Charge: A non-recurring charge applies when a Company representative is dispatched to the Customer's premises at the request of the Customer to investigate a suspected issue with any Company service, and the Company representative responds to the dispatch and confirms the proper functioning of such Company service. This can include, but is not limited to, dispatches requested to: assist with identifying a problem which turns out to be within the scope of the Customer/third party vendor-maintained equipment or network; provide technical assistance with Customer- or third party vendor-maintained network and equipment issues that are outside the scope of the Company's responsibility; or tag Company's demarcation point and, in doing so, the Company representative finds the circuit is clearly marked.

The following charges apply per visit to the Customer's Premises, based on time of the visit:

Time of Day/Charge	Charge
Normal Working Hours	$265
Outside of Normal Working Hours	$400

For purposes of this provision, "Normal Working Hours" are defined as Monday to Friday, excluding New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day, 7 AM to 7 PM in the time zone of the Customer's premises; a visit to Customer premises which begins or ends outside of Normal Working Hours is "Outside of Normal Working

Reconnection Charge: For Interstate Telecommunications services, a $20 non-recurring charge applies per line presubscribed to the Company, excluding payphones, and per Company-provided authorization code which the Company unblocks following call blocking.

The following additional nonrecurring charges apply, as described above in the above Definitions. Where more than one charge appears for a particular service in the "Charge" column, each charge listed will apply in the manner described.

Activity	Nonrecurring Charge				
Accelerated Expedite					
Service Type	**Per-Circuit**	**Per-Port**	**Per-Order**	**Per-Change**	**Per-Device**
Ethernet Access	$3,000	n/a	n/a	n/a	n/a
Network Services Local Access Services					
Analog, DS0, DS1	$2,100	n/a	n/a	n/a	n/a
DS3	$4,000	n/a	n/a	n/a	n/a
SONET (OCn)	$7,000	n/a	n/a	n/a	n/a
Administrative Change					
Service Type	**Per-Circuit**	**Per-Port**	**Per-Order**	**Per-Change**	**Per-Device**
Ethernet Access	n/a	n/a	n/a	$60	n/a
Network Services Local Access Services	n/a	n/a	n/a	$60	n/a
Private IP Service (Domestic & International)	n/a	n/a	n/a	$60	n/a
Billing Record Change					
Service Type	**Per-Circuit**	**Per-Port**	**Per-Order**	**Per-Change**	**Per-Device**
Ethernet Access	n/a	n/a	n/a	$60	n/a
Network Services Local Access Services	n/a	n/a	n/a	$60	n/a
Cancellation Of Order					
Service Type	**Per-Circuit**	**Per-Port**	**Per-Order**	**Per-Change**	**Per-Device**
Ethernet Access	$800	n/a	n/a	n/a	n/a
Internet Dedicated Services	n/a	$800	n/a	n/a	n/a
Internet DSL and Internet Cable Services	$800	n/a	n/a	n/a	n/a
Network Services Local Access Services	$800	n/a	n/a	n/a	n/a
Private IP Service (Domestic & International)	n/a	$800	n/a	n/a	n/a
Expedite					
Service Type	**Per-Circuit**	**Per-Port**	**Per-Order**	**Per-Change**	**Per-Device**
Ethernet Access	$2,000	n/a	n/a	n/a	n/a
Internet Dedicated Services	n/a	$1,000	n/a	n/a	n/a
Managed WAN	n/a	n/a	n/a	n/a	$1,100
Network Services Local Access Services					
Analog, DS0, DS1 (Domestic)	$1,400	n/a	n/a	n/a	n/a
DS3 (Domestic)	$3,000	n/a	n/a	n/a	n/a
SONET (OCn) (Domestic)	$4,000	n/a	n/a	n/a	n/a
Private IP Service (Domestic)	n/a	$1,000	n/a	n/a	n/a
Voice Over IP Service	n/a	n/a	$700 per location	n/a	n/a
Pending Order Change					
Service Type	**Per-Circuit**	**Per-Port**	**Per-Order**	**Per-Change**	**Per-Device**
Ethernet Access	$750	n/a	$100	n/a	n/a
Network Services Local Access Services	$200	n/a	n/a	n/a	n/a
Physical Change					
Service Type	**Per-Circuit**	**Per-Port**	**Per-Order**	**Per-Change**	**Per-Device**
Ethernet Access	$200	n/a	$200	n/a	n/a
Network Services Local Access Services	$200	n/a	n/a	n/a	n/a

Private IP Service (Domestic & International)	n/a	**	$200	n/a	n/a
** Standard Service Installation charges apply					
Service Date Change					
Service Type	**Per-Circuit**	**Per-Port**	**Per-Order**	**Per-Change**	**Per-Device**
Ethernet Access	n/a	n/a	$200	n/a	n/a
Network Services Local Access Services	$60	n/a	n/a	n/a	n/a

Paper Invoice Charge

A $15 monthly recurring charge applies to every paper invoice provided to a Customer (except invoices solely for intrastate telecommunications services) in lieu of, or in addition to, an online invoice. This charge does not apply where a Customer has established to Company's satisfaction, or Company determines on its own, that online invoicing is not a reasonable substitute for paper invoicing.

Telecommunications Service Priority (TSP) Pricing

Feature Charges

The feature charges noted in the following table apply to Telecommunications Service Priority (TSP) orders. The circuit-based charges apply to the provisioning or restoration of circuits assigned a TSP priority level. To the extent other work is needed to provision or restore the telecommunications service, beyond the circuit itself, TSP Special Construction Charges will apply. Pricing for any services beyond circuit provisioning and restoration and TSP Special Construction will be negotiated by the customer and company on a case-by-case basis. Pricing for the TSP provisioning or restoration of services which are not provided through one or more circuits dedicated to a particular customer also will be negotiated on a case-by-case basis.

Non-Recurring Charges

1. Emergency Provisioning and Essential Provisioning: the following one-time, per circuit charges apply for Emergency Provisioning and Essential Provisioning, depending on whether such provisioning includes local access channel coordination by the company:

$460 per circuit for circuits without local access channel coordination

$715 per circuit for circuits with one local access channel coordination

$715 per circuit for each additional local access channel coordination

2. Priority Restoration: the following one-time, per circuit charges apply for Priority Restoration, depending on whether installation of the TSP priority code includes local access channel coordination by the company:

$305 per circuit for circuits without local access channel coordination

$710 per circuit for circuits with one local access channel coordination

$710 per circuit for each additional local access channel coordination

3. Change Charges: the following one-time, per circuit charges apply for each change to a TSP Priority level or to the service to be provisioned or restored other than Local Access Channels, depending on whether the provisioning or restoration includes company-provided local access channel coordination:

$45 per circuit for circuits without local access channel coordination

$195 per circuit for circuits with one local access channel coordination

$195 per circuit for each additional local access channel coordination

4. Local Access Channel Charges: the following non-recurring, per circuit charges apply to each local access channel, based on the feature associated with the circuit and the state in which the channel is located:

Emergency Provisioning and Essential Provisioning - $51.95

Priority Restoration - $52.99

Feature Change - $50.00

Monthly Recurring Charges

1. Priority Restoration: a $16 per circuit monthly recurring charge applies for Priority Restoration.

2. Local Access Channel Charges: a $4.36 monthly recurring per circuit charges apply to each local access channel associated with Priority Restoration.

TELECOMMUNICATION FEES AND SURCHARGES

VoIP Services Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	Exempt Customers
911 Business	varies	Per line or trunk (varies by city/county)	TX §771.071, Health & Safety Code	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health and Safety) and Chapter 772 (HHS)
Equalization Surcharge	1%	Applies to intrastate toll charges	TX §771.072	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health & Safety Code) and Chapter 772 (Health & Safety Code) by Section 771.074, Health & Safety Code.
Federal Universal Service Fund (USF) Surcharge	12.9%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	No exemptions

Managed PBX Services Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	Exempt Customers
911 Business	varies	Per line or trunk (varies by city/county)	TX §771.071, Health & Safety Code	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health and Safety) and Chapter 772 (HHS)
Equalization Surcharge	1%	Applies to intrastate toll charges	TX §771.072	State and all its Agencies are exempt from all fees imposed under Subchapter D, Chapter 771 (Health & Safety Code) and Chapter 772 (Health & Safety Code) by Section 771.074, Health & Safety Code.
Federal Universal Service Fund (USF) Surcharge	12.9%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	No exemptions
TX Municipal Franchise Fee	varies	Applies to Data/Circuit services--Category 3-Per line (varies by county/city)	HB 1777	No exemptions

Internet Service Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	Exempt Customers
All Fees and Surcharges are included in the required local access services.				

SOHO Services Fees and Surcharges

Item	Amount	Description	Statutory Citation for Authority to Assess	Exempt Customers
Federal Universal Service Fund (USF) Surcharge	12.9%	Rate adjusted quarterly, applies to end user interstate services	47 CFR, §54.712	No exemptions

EXHIBIT D – Service Level Agreements

1. Service Level Agreement Matrix

Category/Service	Service Level Agreement Metrics				
	Mean Time To Repair	Availability	Packet Delivery or Loss	Jitter	Latency
Internet Services					
Internet Dedicated (North American IP Network Only)	4 hrs to 8 hrs depending on access	99.90%	≥ 99.50%	≤ 1 ms	≤ 45 ms
SOHO Services					
Internet Cable Internet DSL – Office & Solo	24 hrs (Excludes Weekends and Holidays)	99.00%	99.00%	≤ 4 ms	≤ 75 ms
Internet Satellite Enterprise & Office	N/A	99.90%	≤ 1 %	N/A	N/A
Managed PBX and VoIP Services					
Hosted IP Centrex IP Flexible T1, IP Integrated Access, IP Trunking	≤ 4 hrs	99.90%	EF- ≥ 99.995%, AF4x - ≥ 99.99% depending on access	≤ 1 ms	≤ 36 ms

2. Service Credits

Availability	
Service Outage	Service Credit (% of MRC)
0 to 4 Hours	No Credit
>4 Hours to 8 hours	25%
>8 Hours to 12 Hours	50%
>12 Hours to 16 Hours	75%
>16 Hours	100%
Packet Delivery	
Service Packet Delivery %	Service Credit (% of MRC)
99.50%	No Credit

99%-99.4%	25%
98%-98.9%	50%
97%-97.9%	75%
Below 97%	100%
Round Trip Latency	
Latency in Milliseconds	Service Credit (% of MRC)
0-45ms	No Credit
45.1-55ms	25%
55.1-65ms	50%
65.1-85ms	75%
85.1 and higher	100%
Jitter	
Jitter measured in Milliseconds	Service Credit (% of MRC)
0-.40ms	No Credit
.41-2.0ms	25%
2.1-5.0ms	50%
5.1-8.0	75%
8.1 and higher	100%

Notes

1) Remedy or Credit Processes are outlined in the specific Service level Agreement.

3. Applicable Service Level Agreements

Internet Services
- Internet Dedicated

SOHO Services
- Internet Cable
- Internet DSL – Office & Solo
- Internet Satellite – Enterprise & Office

Managed PBX and VoIP Services
- Hosted IP Centrex
- IP Flexible T1 (IPFT1)
- IP Integrated Access (IPIA)
- IP Trunking (IPT)

4. Chronic Service Level Definition

Subject to the terms, exclusions and restrictions described herein, if, during any six Calendar Months in any 12 consecutive month period, (i) the aggregate amount of credits received by Customer in accordance with this document for the Effected Service, exceeds 50% of Customer's total monthly charges associated with the Effected Service, after application of any discounts or credits, for that Effected Service or (ii) Customer is entitled to the maximum available credit for an Effected Service. Customer may, upon 30 days' prior written notice to Verizon, terminate the Effected Service without incurring any early termination charges associated with such Effected Service except for charges accrued to the date of termination.

The monitoring, capturing, testing, and troubleshooting facilities necessary to validate any trouble ticket claim will be maintained by the Verizon and data made available to customer/DIR upon request coincident with trouble ticket.

Internet Services

Internet Dedicated Service Level Agreement (North American IP Network Only)

Service Level Standard 1 – Circuit Installation

Installation Scope. Verizon's Circuit Installation Service Level Standard is to have installation of a Verizon-ordered telephone company circuit and activation of a Verizon port completed within forty (40) business days for T1 services, sixty (60) business days for T3 services, and within the scheduled installation date provided in writing by a Verizon Sales Manager for OC-3, OC-12, OC-48, FE Port Only, and Internet Dedicated Ethernet (and GigE) services.

Installation Process. The installation date shall be counted from the date Verizon has received all of the following from Customer: signed contract (e.g., Service Agreement or Amendment), completed Customer Information Form, and (if requested by Verizon) completed credit application. The Circuit Installation Service Level Standard is not available for Customer-ordered telephone company circuits, Verizon-ordered telephone company circuits outside the contiguous U.S., or if installation delay is attributable to Customer equipment, Customer's facility, acts or omissions of Customer, its employees or agents, Customer not passing Verizon's credit check, or reasons of Force Majeure (see below if not defined in the applicable service agreement).

Installation Remedy. To claim a credit, Customer must request it by calling the Billing Inquiry/Trouble telephone number on its invoice. At the time of the call, Customer must provide the company name, account number, circuit ID, name of the service (Internet Dedicated), contact name and number, email address, Service Level Standard installation date, and the actual installation date in order to process the request. If Verizon determines in its reasonable commercial judgment that it has not met a Circuit Installation Service Level Standard, then at Customer's request, Customer's invoice will be credited an amount equal to 50% of Verizon's billed installation charge, to include any applicable Internet Port/service installation charges and Verizon-ordered and -billed access installation charges for the Internet Dedicated Service for which the Circuit Installation Service Level Standard was not met.

Service Level Standard 2 - Availability

Service Availability Scope. Verizon's Service Availability Service Level Standard provides that the Verizon Network (as defined in the applicable service agreement) will be available 100% of the time.

Service Availability Process. At Customer's request, Verizon will calculate Customer's "Network Unavailability" during a calendar month. "Network Unavailability" consists of the

number of minutes that the Verizon Network or a Verizon-ordered access circuit in the contiguous U.S. was not available to Customer, and includes unavailability associated with any maintenance at the Verizon data center where Customer's circuit is connected or Customer's server is located other than Scheduled Maintenance (defined below). Outages will be counted as Network Unavailability only if Customer opens a trouble ticket with Verizon Customer support within four (4) hours from learning of the outage. Network Unavailability will not include Scheduled Maintenance, or any unavailability resulting from (a) any Customer-ordered telephone company circuits or equipment, (b) Customer's applications or equipment, (c) acts or omissions of Customer or user of the Internet Dedicated Service authorized by Customer or (d) Force Majeure (see below if not defined in the applicable service agreement). If Verizon fails to meet this Service Level Standard during any given calendar month in accordance with the above, Customer's account will be credited at Customer's request.

Service Availability Remedy. To receive credit for a failure to meet a Service Level Standard, Customer must request such credit within 30 days from the date that the Internet Dedicated Service was unavailable. Customer's account shall be credited for that month account shall be credited for that month based on the percentages set forth in the Service Credit table.

Service Level Standard 3 – Latency

Latency Scope. Verizon's U.S. Latency Service Level Standard provides for average round-trip transmissions of 45 milliseconds or less between Verizon-designated inter-regional transit backbone routers ("Hub Routers") in the contiguous U.S. Verizon's Transatlantic Latency Service Level Standard provides for average round-trip transmissions of 90 milliseconds or less between a Verizon Hub Router in the New York metropolitan area and a Verizon Hub Router in the London metropolitan area. Latency is calculated by averaging sample measurements taken during a calendar month between Hub Routers. Network performance statistics relating to the U.S. Latency Guarantee and the Transatlantic Latency Guarantee are posted at the following location: http://www.verizonbusiness.com/about/network/latency.

Latency Remedy. If Verizon fails to meet the Latency Service Level Standard in a calendar month, Customer's account shall be credited for that month based on the percentages set forth in the Service Credit table. Credits will not be issued if failure to meet either the U. S. Latency Service Level Standard or the Transatlantic Latency Service Level Standard is attributable to reasons of Force Majeure (see below if not defined in the applicable service agreement).

Service Level Standard 4 - Network Packet Delivery

Network Packet Delivery Scope. Verizon offers both a North American and Transatlantic Network Packet Delivery Service Level Standard. Verizon's North American Network Packet Delivery Service Level Standard provides for a monthly packet delivery of 99.5% or greater between Verizon-designated Hub Routers in North America. The Transatlantic Network Packet Delivery Service Level Standard provides for a monthly packet delivery of 99.5% or greater between a Verizon-designated Hub Router in the New York City metropolitan area and a Verizon-designated Hub Router in the London U.K. metropolitan area.

Network Packet Delivery Process. Packet delivery is calculated based on the average of regular periodic measurements taken during a calendar month between Hub Routers. Network Performance statistics relating to the Network Packet Delivery Service Level Standard will be posted at the following location: http://www.verizonbusiness.com/about/network/latency. No credits will be issued if failure to meet a Network Packet Delivery Service Level Standard is attributable to reasons of Force Majeure (see below if not defined in the applicable service agreement).

Network Packet Delivery Remedy. If Verizon fails to meet any Network Packet Delivery Service Level Standard in a calendar month, Customer's account shall be credited for that month based on the percentages set forth in the Service Credit table.

Service Level Standard 5 - Denial of Service Level Standard

Denial of Service Scope. Verizon will respond to Denial of Service attacks reported by Customer within 15 minutes of Customer opening a complete trouble ticket with the Verizon Business Customer Center. Verizon defines a Denial of Service attack as more than 95% bandwidth utilization. This Service Level Standard is only available in the United States.

Denial of Service Process. To open a trouble ticket for Denial of Service, Customer must call Verizon at 1-800-900-0241 and state: "I am under a Denial of Service Attack." A complete trouble ticket consists of Customer's Name, Account Number, Caller Name, Caller Phone Number, Caller Email Address and Possible Destination IP address/Type of Attack. Verizon will use trouble tickets and other appropriate Verizon records to determine, in its sole judgment, whether a Service Level Standard has been met. Customer must notify Verizon no later than 30 days after the Denial of Service attack(s) occurred.

Denial of Service Remedy. If Verizon fails to meet the Denial of Service Service Level Standard, Customer's account will be credited, at Customer's request, the pro-rated charges for one day of the Verizon monthly recurring charges for the affected Internet Dedicated Service. Customer may obtain no more than one credit per day, regardless of the number of times a Denial of Service Service Level Standard has not been met during the day.

Service Level Standard 6 - Reporting Service Level Standard

Verizon provides two types of reporting Service Level Standards – a Network Outage Notification Service Level Standard and a Scheduled Maintenance Notification Service Level Standard. Verizon's Network Outage Service Level Standard provides Customer notification within 15 minutes after it is determined that Internet Dedicated Service is unavailable. Verizon's standard procedure is to ping Customer's router every five minutes. If the router does not respond after two consecutive five-minute ping cycles, Verizon will deem the Internet Dedicated Service unavailable and the Customer's point of contact will be notified by e-mail, phone or pager, as elected by Verizon.

Scheduled Maintenance. Scheduled Maintenance means any maintenance at the Verizon hub to which Customer's circuit is connected (a) of which Customer is notified seven calendar days in advance, and (b) that is performed at the Verizon hub to which Customer's circuit is connected. Notice of Scheduled Maintenance will be provided to Customer's designated point of contact by email or pager, as elected by Verizon. Upon receiving such notice, Customer may request to have such maintenance postponed to a later date if agreed to by Verizon.

Force Majeure. Any delay in or failure of performance by Verizon will not be considered a breach of this Service Level Standard if and to the extent caused by events beyond its reasonable control, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, lockouts, work stoppages or other labor difficulties, riots, insurrection, wars, or other military action, acts of terrorism, civil disorders, rebellion, fires, floods, vandalism, or sabotage ("Force Majeure"). Verizon's obligations hereunder will be suspended to the extent caused by Force Majeure so long as the Force Majeure continues.

Service Level Standard 7 - Network Jitter Service Level Standard (currently applicable only in U.S.)

U.S Network Jitter Scope. Also known as delay variation, Jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Jitter is usually caused by imperfections in hardware or software optimization and varying traffic conditions and loading. Excessive delay variation in packet streams usually results in additional packet loss, which affects quality. Verizon's North American Network jitter performance will not exceed 1 milliseconds between Verizon-designated inter-regional transit backbone network routers Hub Routers in the contiguous U.S.

Network Jitter Process. Jitter shall be measured by averaging sample measurements taken during a calendar month between Hub Routers. Each month's Network performance statistics relating to the Network Jitter Service Level Standards shall be posted at http://www.verizonbusiness.com/about/network/latency. No credits will be made if failure to meet a Network Jitter Service Level Standard is attributable to reasons of Force Majeure (as defined in the applicable service agreement).

Network Jitter Service Level Standard Remedy. If Verizon fails to meet Jitter Service Level Standard in a calendar month; Customer's account shall be credited for that month based on the percentages set forth in the Service Credit table.

Service Level Standard 8 - Mean Opinion Score ("MOS") Service Level Standard (currently applicable only on the U.S. Mainland)

MOS Scope. Mean Opinion Score is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call. The Verizon Internet Dedicated MOS Service Level Standard provides that Verizon's U.S. Mainland Network MOS performance not be less than 4.0 between Verizon-designated inter-regional transit backbone network routers ("Hub Routers") in the contiguous United States. MOS is calculated using the standards based E-model (ITU-T G.107).

MOS Process. Credits will not be issued if failure to meet the MOS Service Level Standard is attributable to reasons of Force Majeure (as defined in Service Level Standard.6 above, if not defined in the applicable service agreement.) MOS Service Level Standards shall be posted at http://www.verizonbusiness.com/about/network/latency.

MOS Remedy. To receive a credit, Customer must submit a request within 30 business days after Service Level Standard results for the preceding month have been posted and which indicate that the MOS Service Level Standard has not been met. Customer's account will be credited a pro-rated amount of the monthly recurring charges equivalent to one day's Internet Dedicated Service plus one day of the access line charges for the Internet Dedicated Service.

Service Level Standard 9 – Time to Repair ("TTR") Service Level Standard

TTR Service Level Standard Scope. Calculation of Customer's TTR Service Level will be based on the time taken to restore service to a circuit following an event that results in the outage of a circuit. The TTR Service Level Standard for Internet Dedicated Services is 4 hours. The exception to this is when Internet Dedicated Ethernet uses an Ethernet Access – Standard Service Network Configuration. In this case the TTR is 8 hours. The TTR time starts when a trouble ticket is opened by Verizon or the Customer after the outage of a circuit other than for outages associated with the exceptions stated below, and concludes with the restoration of the affected circuit. TTR Service Level Standard applies to the Local Access line and the WAN infrastructure port.

TTR Service Level Standard Process. Outages will be counted only if Customer opens a trouble ticket with Verizon Customer support within (30) days of the outage. Calculation of the

TTR Service Level Standard does not count as a covered outage any outage resulting from (a) scheduled Maintenance; (b) any Customer-ordered telephone company circuits or equipment; (c) Customer's applications or equipment; (d) acts or omissions of Customer, non-Verizon affiliated third parties or user of the circuit authorized by Customer; or (e) Force Majeure (as defined below if not defined in the applicable service agreement). If Verizon does not meet the TTR Service Level Standard during any calendar month Customer's account will be credited at Customer's request.

TTR Service Level Standard Remedy. To receive a credit, Customer must submit its request within 30 days after the month in which the TTR Service Level Standard was not met. Customer's account shall be credited for that month based on the percentages set forth in the Service Credit table. The TTR Service Level Standard Remedy is not available to Customer if Customer has requested a credit under the Service Availability Standard.

SOHO Services

- **Internet Cable**
- **Internet DSL**
- **Internet Satellite – Enterprise**
- **Internet Satellite - Office**

Internet DSL and Cable Service Level Agreement

General Terms

1. For purposes of this SLA, “Internet DSL and Internet Cable Service” may be referred to herein as the “Service.”
2. Except as otherwise provided below, SLA claims must be made via Trouble Ticket within 30 days of the date the Service is not available or the date that Verizon did not meet the SLA standard, as applicable.
3. Credits will not be issued if Verizon did not meet an SLA standard due to a force majeure event, as provided in Verizon’s Service Publication and Price Guide for Non-Telecommunications Products and Services.
4. These General Terms apply to all of the SLAs provided in this document.

Service Level – Installation

Standard. Installation will be completed within thirty (30) business days.

Measurement. Installation Service Level shall be measured commencing on the date Verizon has received all of the following from Customer: signed contract (e.g., Service Agreement or Amendment), completed Customer Information Form, and (if requested by Verizon) completed credit application. Subject to the General Terms above, the Installation Service Level is not available for Verizon-ordered circuits outside the contiguous U.S. and Hawaii or if installation delay is attributable to Customer equipment; any Customer-ordered telephone or cable company circuits; Customer's facility; acts or omissions of Customer, its employees or agents; Customer’s credit check; or reasons of Force Majeure.

Process. To claim a credit, Customer must call the Billing Inquiry/Trouble telephone number on its invoice. On this call, Customer must provide the company name, account number, circuit ID, name of the service (Internet DSL or Internet Cable), contact name and number, email address, Service Level installation date, and the actual installation date.

Remedy. If Verizon determines in its reasonable commercial judgment that it has not met the Installation Service Level , then at Customer's request, Customer's account shall be credited for that month based on the percentages set forth in the Service Credit table.

Service Level — Availability

Standard. The Service Availability Service Level is 99% availability measured over a single calendar month.

Measurement. The Service is considered not available starting when a trouble ticket stating that the Service is not available is opened with the Verizon Business Customer Support Department (subject to Verizon verification that in fact the Service is not available). When Customer Support receives a call, Support will use a ping/trace route tool to verify that the Service is not available. This ping/trace information will be recorded in the ticket. Outage time that occurs before the ticket is opened or when the ticket is referred back to Customer for action is not counted. The Service is considered available when the trouble ticket is closed. This Availability SLA does not apply to any circuits that are not part of the Service provided by Verizon.

Process. To receive a credit, Customer must:

1. Open a trouble ticket with Verizon Customer Support while the Service is not available.
2. Track each period during which Service is not available to know when Service has not been available more than 1% in a single month.
3. Visit **http://www.verizonbusiness.com/terms/us/products/dsl/creditrequests/availability/** and complete the request form with all required information.

Remedy. If Verizon determines in its reasonable commercial judgment that it has not met the Availability Service Level, then at Customer’s request, Customer's account shall be credited for that month based on the percentages set forth in the Service Credit table.

Service Level – Latency

Standard. Verizon's U.S. Latency Service Level is a monthly average round-trip transmission time of 75 milliseconds or less between Verizon-designated routers on customer sites and Verizon-designated routers in the Verizon IP network in the U.S. Mainland.

Measurement. Latency is calculated by averaging sample measurements taken during a calendar month between routers on customer sites and in the Verizon IP Network. Latency statistics are posted at the following location: **http://www.verizonbusiness.com/about/network/latency/**.

Process. If the Service fails to meet the Latency Service Level in a calendar month, Customer may request a credit by opening a Trouble Ticket with Verizon Customer Support.

Remedy. If Verizon determines in its reasonable commercial judgment that it has not met the Latency Service Level, then at Customer’s request, Customer's account shall be credited for that month based on the percentages set forth in the Service Credit table.

Service Level – Packet Delivery

Standard. The U.S. Packet Delivery Service Level is a monthly packet delivery of 99% between Verizon-designated routers on customer sites and Verizon-designated routers in the Verizon IP network in the U.S. Mainland.

Measurement. Packet delivery is calculated based on the average of regular periodic measurements taken during a calendar month between routers on customer sites and in the Verizon IP Network. Performance statistics relating to the Packet Delivery Service Level will be posted at the following location: **http://www.verizonbusiness.com/about/network/latency/.**

Process/Remedy. If Verizon determines in its reasonable commercial judgment that it has not met the Packet Delivery Service Level standard, then at Customer's request, Customer's account shall be credited for that month based on the percentages set forth in the Service Credit table.

Service Level – Jitter

Standard. The U.S. Jitter performance Service Level will not exceed four (4) milliseconds between Verizon-designated routers on Customer's sites and Verizon-designated routers in the Verizon IP network in the U.S.

Measurement. Also known as delay variation, Jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Excessive delay variation in packet streams usually results in additional packet loss, which affects quality. Jitter is measured by averaging sample measurements taken during a calendar month between routers on Customer's sites and in the Verizon IP Network. Jitter Service Level Standards shall be posted at http://www.verizonbusiness.com/about/network/latency/.

Process/Remedy. If Verizon determines in its reasonable commercial judgment that it has not met the Jitter Service Level, then at Customer's request, Customer's account shall be credited for that month based on the percentages set forth in the Service Credit table.

Service Level – Time to Repair ("TTR")

Standard. The TTR Service Level is 24 hours (excluding weekend and holidays).

Measurement. Calculation of Customer's TTR Service Level will be based on the time taken to restore service to a circuit following an event that results in the outage of a circuit. The time starts when a trouble ticket is opened by Verizon or the Customer for a Verizon-verified outage, other than for outages associated with the exceptions stated below, and concludes with the restoration of the affected circuit. Outage time will not be counted as such in the measurement of TTR to the extent such outage time results from or is related to (a) scheduled Maintenance; (b) the time period during which a circuit has been turned back to Customer for testing or action; (c) any Customer-ordered telephone or cable company circuits; (d) Customer's applications or equipment; (e) acts or omissions of Customer, non-Verizon-affiliated third parties or user of the circuit authorized by Customer; or (f) a force majeure event.

Remedy. If Verizon determines in its reasonable commercial judgment that it has not met the TTR Service Level one or more times during a month, then at Customer's request, Customer's account shall be credited for that month account shall be credited for that month based on the percentages set forth in the Service Credit table. TTR Service Level Remedy is not available to Customer if Customer has requested a credit under the Service Availability Service Level in the same month.

Internet Satellite - Enterprise Service Level Agreement

Network Availability and Packet Loss

1. **Network Availability**

- **Scope:** The Network Availability SLA is 99.9%.
- **Calculation:** "Network Availability" refers to the absence of Service outages associated with the connection of Customer to the Verizon Business network. Network availability is measured from the managed terrestrial network (the egress point shown in the diagram below) to the satellite gateway and associated satellite space segment.
- **Network Availability Formula:**

  (Total minutes of Service network uptime) / (total minutes in the Service month)

  Network Availability is measured from the egress interface up to, but not including, the egress interface at the Verizon Business network.

2. **Packet Loss.** The traffic shaping control for the Service is packet drops. In-Profile Traffic (as defined below) will be treated with priority and transmitted at the maximum burst rate defined by the Service Tier. Out-of-Profile Traffic is defined as capacity consumption over and above the monthly traffic volume threshold, as defined for a Service Tier, or traffic that does not meet the asymmetry parameters shown below. Out-of-Profile Traffic that cannot be forwarded will appear as congestion to host machines interacting across the Service network, resulting in increased packet loss. Out-of-Profile Traffic will be transferred across the network on a capacity available basis with no priority. The Packet Loss SLA of less than 1% per month is only available for In-Profile traffic.

- **In-Profile Traffic Definitions.** In-Profile traffic is traffic that meets (a) the instantaneous pro rata consumption that would aggregate to the monthly volume threshold for each Service Tier as shown below if used at that rate for an entire month (the “Monthly Volume Threshold”) and (2) the asymmetry parameters described below.

  i. **Monthly Volume Threshold**

Service Tier (Burst Rate)	Monthly Volume Threshold
Primary 128 x 128 Kbps	1500Mbps / month
Primary 256 x 128 Kbps	2250Mbps / month
Primary 384 x 128 Kbps	3000Mbps / month
Primary 512 x 128 Kbps	5100Mbps / month
Primary 1024 x 256 Kbps	7200Mbps / month
Primary 1.544 x 256 Kbps	10000Mbps / month
Primary 1.544 x 512 Kbps	15000Mbps / month

Primary 2.048 x 256 Kbps	12000Mbps / month
Primary 2.048 x 512 Kbps	18000Mbps / month

ii. **In-Profile asymmetry:** Traffic that is greater than or equal to 75% of the pro rata consumption of the Monthly Volume Threshold for traffic entering the CPE from the satellite link and less than or equal to 25% of the pro rata consumption of the Monthly Volume Threshold for traffic leaving the CPE via the satellite link.

3. **Outages:** Outages related to In-Profile Traffic packet loss must be reported to Verizon Business at 800-900-0241 option 3, option 2 within 24 hours of the packet loss event and confirmed by Verizon Business Customer Support.

4. **Service Level Agreement Remedy.**

Verizon Business's performance with respect to each SLA shall be determined on the basis of data collected by Verizon Business and reported by Verizon Business on the Information One Website. In addition to exclusions described herein, in calculating SLA compliance, Verizon Business will exclude: (a) failures resulting from outages or disruptions caused by Customer; (b) Service or data failures due to reasons of Force Majeure; (c) outages associated with scheduled maintenance events; and (d) outages or disruptions caused by Customer's failure to maintain site specifications as set forth below.

Customer is responsible for the necessary site preparation, maintenance, interconnection where applicable, and specification adherence as reasonably determined by Verizon Business and set forth in guidelines that Verizon Business may issue from time to time.

No SLAs will be available if the CPE: (a) has been subjected to physical or electrical stress, misuse, neglect, accident or abuse, or damaged by any other external causes; (b) has been repaired or altered by anyone other than Verizon Business or Verizon Business's authorized subcontractors or affiliates, without Verizon Business's express and prior written approval; or (c) is used in violation of applicable law or in violation of instructions furnished by Verizon Business.

To claim a credit, Customer must submit a complete Company claim on the Verizon Business Information One Website within 24 hours of the end of each month where an SLA was not met. Customer's account shall be credited for that month based on the percentages set forth in the Service Credit table.

Internet Satellite - Office Service Level Agreement

Network Availability and Packet Loss.

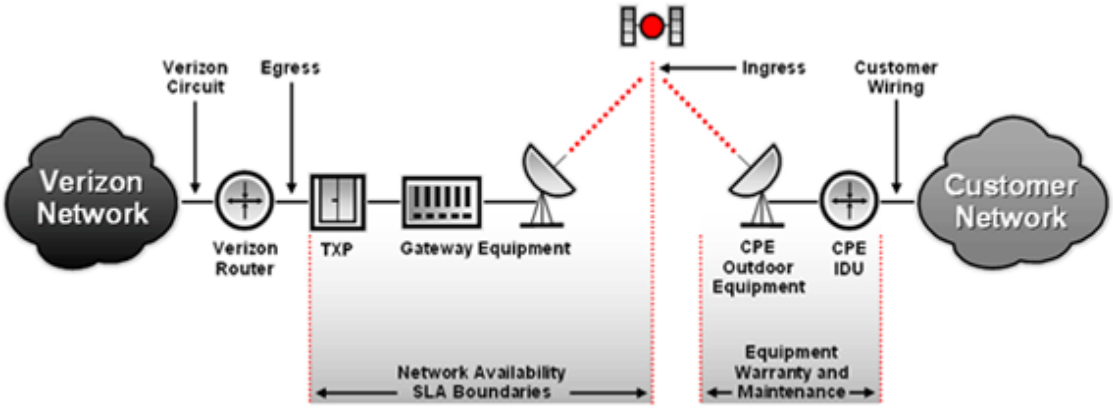
1. **Network Availability**

- **Scope:** The Network Availability SLA is 99.9%.
- **Calculation:** "Network Availability" refers to the absence of Service outages associated with the connection of Customer to the Verizon Business network. Network availability is measured from the managed terrestrial network to the satellite gateway and associated satellite space segment.

- **Network Availability Formula:**

  (Total minutes of Service network uptime) / (total minutes in the Service month)

  Network Availability is measured from the ingress interface up to, but not including, the egress interface at the Verizon Business network. Refer to the diagram below.



2. **Packet Loss** The traffic shaping control for the Service is packet drops. In-Profile Traffic (as defined below) will be treated with priority and transmitted at the maximum burst rate defined by the Service Tier. Out-of-Profile Traffic is defined as capacity consumption over and above the monthly traffic volume threshold, as defined for a Service Tier, or traffic that does not meet the asymmetry parameters shown below. Out-of-Profile Traffic that cannot be forwarded will appear as congestion to host machines interacting across the Service network, resulting in increased packet loss. Out-of-Profile Traffic will be transferred across the network on a capacity available basis with no priority. The Packet Loss SLA of less than 1% per month is only available for In-Profile traffic.

   - **In-Profile Traffic Definitions** In-Profile traffic is traffic that meets (a) the instantaneous pro rata consumption that would aggregate to the monthly volume threshold for each Service Tier as shown below if used at that rate for an entire month (the "Monthly Volume Threshold") and (2) the asymmetry parameters described below.

     - **Monthly Volume Threshold**

Service Tier (Burst Rate)	Monthly Volume Threshold
384 x 128 Kbps	1 Gigabyte / month
768 x 256 Kbps	2 Gigabytes / month
1.544 x 256 Kbps	3 Gigabytes / month
2.048 x 512 Kbps	4 Gigabytes / month

   - **In-Profile asymmetry:** Traffic that is greater than or equal to 75% of the pro rata consumption of the Monthly Volume Threshold for traffic entering the CPE from the

satellite link and less than or equal to 25% of the pro rata consumption of the Monthly Volume Threshold for traffic leaving the CPE via the satellite link.

Note: Outages related to In-Profile Traffic packet loss must be reported to Verizon Business at 800-900-0241 option 3, option 2 within 24 hours of the packet loss event and confirmed by Verizon Business Customer Support.

3. **Service Level Agreement Remedy.**

Verizon Business's performance with respect to each SLA shall be determined on the basis of data collected by Verizon Business and reported by Verizon Business on the Information One Website. In addition to exclusions described herein, in calculating SLA compliance, Verizon Business will exclude: (a) failures resulting from outages or disruptions caused by Customer; (b) Service or data failures due to reasons of Force Majeure; (c) outages associated with scheduled maintenance events; and (d) outages or disruptions caused by Customer's failure to maintain site specifications as set forth below.

Customer is responsible for the necessary site preparation, maintenance, interconnection where applicable, and specification adherence as reasonably determined by Verizon Business and set forth in guidelines that Verizon Business may issue from time to time.

No SLAs will be available if the CPE: (a) has been subjected to physical or electrical stress, misuse, neglect, accident or abuse, or damaged by any other external causes; (b) has been repaired or altered by anyone other than Verizon Business or Verizon Business's authorized subcontractors or affiliates, without Verizon Business's express and prior written approval; or (c) is used in violation of applicable law or in violation of instructions furnished by Verizon Business.

To claim a credit, Customer must submit a complete Company claim on the Verizon Business Information One Website within 24 hours of the end of each month where an SLA was not met. Customer's account shall be credited for that month based on the percentages set forth in the Service Credit table.

Managed PBX and VoIP Services

- **Hosted IP Centrex**
- **IP Integrated Access**
- **IP Flex T1**
- **IP Trunking**

Voice over IP ("VoIP") Service Level Agreement

Overview

Verizon offers the following performance Service Level Agreements (SLAs) covering Jitter, Mean Opinion Score (MOS), Network Availability and Time To Repair (TTR) to those Verizon VoIP customers who use Verizon's Internet Dedicated Service or Private IP Service for transport. No SLA credits will be given if an SLA standard is not met due to reasons of force majeure (as defined in the Guide or applicable Service Agreement).

VoIP Jitter Service Level Agreement

Also known as delay variation, jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Jitter is usually caused by imperfections in hardware or software optimization or varying traffic conditions and loading. Excessive delay variation in packet streams usually results in additional packet loss which detrimentally affects voice quality.

The VoIP Jitter SLA provides that Verizon's contiguous U.S. Internet Network (as defined in the Guide) monthly jitter performance will not exceed 1.0 millisecond.

Performance is measured by periodically collecting data across the contiguous U.S. Internet Network, from which a monthly average is derived.

Click here to view Jitter performance statistics

Credit Process

To receive a credit, Customer must submit its request within 30 business days after the month in which the SLA was not met. Customer must access the online Verizon Business Verizon Business VoIP Jitter Credit Request Form, and provide all required information (e.g., account number). The Verizon Customer Support department will use Verizon's public backbone statistics Web site to verify that the Jitter SLA was not met.

If Verizon Customer Support confirms Customer's request (i.e., that the Jitter SLA was not met), then Customer account shall be credited for that month based on the percentages set forth in the Service Credit table. For VoIP Service provided on an A La Carte pricing basis, the MRC used to calculate the credit is the applicable site fee or the simultaneous calling charge plus the applicable MRC for the related Internet Dedicated Service or Private IP Service. For VoIP Service provided on a Bundled pricing basis, the MRC used to calculate the credit is the applicable base charge plus the simultaneous calling charge. No credits will be given with respect to Service not affected by the unmet SLA.

VoIP MOS Service Level Agreement

Mean Opinion Score is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call.

The VoIP MOS SLA provides that Verizon U.S. Internet Network MOS performance will not drop below 4.0 where MOS is calculated using the standards based E-model (ITU-T G.107).

Performance is measured by periodically collecting data across the contiguous U.S. Internet Network from which a monthly average is derived.

Click here to view MOS performance statistics.

Credit Process

To receive a credit, Customer must submit its request within 30 business days after the month in which the SLA was not met. Customer must access the online Verizon Business VoIP MOS Credit Request Form, and provide all required information (e.g., account number). The Verizon Customer Support department will use Verizon's public backbone statistics Web site to verify that the MOS SLA standard was not met. If Verizon Customer Support confirms Customer's request (i.e., that the MOS SLA was not met), then Customer shall receive a credit to its account equal to one day's share of the Verizon VoIP Service monthly recurring charge ("MRC") specified below for each unit of the Service for which the SLA was not met. For VoIP

Service provided on an A la Carte pricing basis, the MRC used to calculate the credit is either the applicable site fee or simultaneous calling charge plus the applicable MRC for the related Internet Dedicated Service or Private IP Service. For VoIP Service provided on a Bundled pricing basis, the MRC used to calculate the credit is the applicable base charge plus the simultaneous calling charge. No credits will be given with respect to units of the Service that are not affected by the unmet SLA.

Network Availability Service Level Agreement

The VoIP Network Availability SLA provides that Verizon's contiguous U.S. Internet Network (for purposes of this Network Availability SLA, the "Network") will be available at least 99.9 percent of the time as measured on a monthly basis by trouble ticket time. The Network is considered not available for the number of minutes that a trouble ticket shows the Network was not available to Customer. The unavailable time starts when the Customer opens a trouble ticket with Verizon Customer Support at 877-777-7176 and releases the service for immediate testing. The unavailable time stops when the applicable Network or access circuit trouble has been resolved and the Service is again available to Customer.

The VoIP Network Availability SLA does not include unavailability resulting from:

- Force majeure (as noted above);
- Verizon Internet Network maintenance;
- Customer-ordered third-party circuits;
- Inappropriate Service configuration change(s) made by or through Customer at the Verizon Enterprise Center web-site;
- Customer Premise Equipment including, but not limited to, Customer-provided PBX, black phones, SIP phones, firewalls, Router/modem and/or Analog/Ethernet Adapter;
- Acts or omissions of Customer, or any use or user of the service that is authorized by or enabled through Customer but outside the scope of Customer's Service;
- "Customer Time," which is the time identified on the trouble ticket (if any) attributable to, or caused by, through no fault of Verizon, the following: (a) incorrect or incomplete contact information provided by Customer which prevents Verizon from completing the trouble diagnosis and service restoration; (b) Verizon being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing; (c) Customer's failure or refusal to release the circuit for testing; (d) Customer being unavailable when Verizon calls to close a trouble ticket or verify service restoration, (e) any other act or omission on the part of Customer; or (f) down-time caused by the Local Exchange Carrier (LEC) local loop for periods where the LEC's maintenance support is not available.
- Customer must open a trouble ticket with Verizon Customer Support while it is experiencing a service problem. The calculation of unavailable time is based on trouble ticket times. Should Customer have multiple locations detrimentally affected by an outage, one ticket can be submitted; however, the individual locations affected should be identified in the original ticket.

Credit Process

To receive credit, Customer must request it within 30 business days after the month in which the SLA standard was not met. Customer must access the online Verizon Business VoIP

Network Availability Credit Request Form,and provide all required information (e.g., account number). Customer is responsible for tracking the time (on trouble tickets) that any unit of the Service is unavailable due to Network unavailability. If Verizon Customer Support confirms the validity of Customer's request (i.e., that the Network Availability SLA was not met), then Customer account shall be credited for that month based on the percentages set forth in the Service Credit table. For VoIP Service provided on an A La Carte basis, the MRC used to calculate the credit is either the applicable site fee or simultaneous calling charge plus the applicable MRC for the related Internet Dedicated Service or Private IP Service under the related Service Agreement. For VoIP Service provided on a Bundled basis, the MRC used to calculate the credit is the applicable base charge plus the simultaneous calling charge. No credits will be given with respect to units of Service not affected by the unmet SLA.

Time To Repair (TTR)

The VoIP Time to Repair (TTR) SLA provides that Priority One (PTY 1) tickets will be resolved in four hours or less. PTY 1 tickets are categorized as a “hard outage” where there is complete loss of VoIP Service or severe service degradation that results in Customer’s inability to receive any inbound calls and/or complete any outbound calls from a given location using Verizon VoIP and Customer is prepared to release its Service for immediate testing. “Time to Repair” is defined as time taken to restore end-to-end Service during a Hard Outage based on trouble ticket time. Unavailable time starts when Customer opens a trouble ticket with Verizon Customer Support at 877-777-7176 and releases the Service for immediate testing. Unavailable time stops when the service is again available to the Customer.

Priority 1 (PTY 1) outages resulting from any of the following are not subject to the TTR SLA:

- Force majeure (as noted above);
- Verizon Internet Network maintenance;
- Customer-ordered third-party circuits;
- Inappropriate Service configuration change(s) made by or through Customer at the Verizon Enterprise Center web-site;
- Customer Premise Equipment including, but not limited to, Customer-provided PBX, black phones, SIP phones, firewalls, Router/modem and/or Analog/Ethernet Adapter;
- Acts or omissions of Customer or its users, or any use or user of the Service that is authorized by or enabled through Customer but outside the scope of Customer's service;

In addition, the TTR SLA does not cover "Customer Time," which is the time identified on the trouble ticket (if any) attributable to, or caused by, through no fault of Verizon, the following: (a) incorrect or incomplete contact information provided by Customer which prevents Verizon from completing the trouble diagnosis and service restoration; (b) Verizon being denied access to network components at the Customer location when access is required to complete trouble shooting, repair, diagnosis, or acceptance testing; (c) Customer's failure or refusal to release the circuit for testing; (d) Customer being unavailable when Verizon calls to close a trouble ticket or verify service restoration, (e) any other act or omission on the part of Customer; or (f) down time caused by the Local Exchange Carrier (LEC) local loop for periods where the LEC's maintenance support is not available.

Credit Process

To receive a credit, Customer must submit their request within 30 business days after the month in which the SLA standard was not met. Customer must access the online Verizon Business VoIP TTR Credit Request Form, and provide all required information (e.g., account number). Customer is responsible for tracking the time (on trouble tickets) that any unit of the

Service is unavailable. If Verizon Customer Support confirms Customer's request (i.e., that the TTR threshold was missed), then Customer account shall be credited for that month based on the percentages set forth in the Service Credit table. For VoIP Service provided on an A La Carte basis, the MRC used to calculate the credit is either the applicable site fee or simultaneous calling charge plus the applicable MRC for the related Internet Dedicated Service or Private IP Service under the related Service Agreement. For VoIP Service provided on a Bundled basis, the MRC used to calculate the credit is the applicable base charge plus the simultaneous calling charge. No credits will be given with respect to units of the Service that are not affected by the missed TTR threshold. Customer may receive multiple TTR SLA credits in a given month.

CAPACITY MANAGEMENT PLAN

This document describes the Capacity Management processes and activities for DIR or customer initiated and Verizon-initiated Capacity Requests in support of the CTSA.

IP Backbone

Verizon Businesses Internal Data Traffic Engineering organization is responsible for monitoring, capacity planning and traffic engineering the Private IP backbone. This organization will ensure that diversity, capacity, and network architecture requirements are met to guarantee the Private IP network will perform to the Verizon Business Private IP Service Level Agreement standards. Verizon Businesses Private IP Global Network architecture is built on scalable carrier class routing devices for growth.

Verizon Business has an internal Data Traffic Engineering organization that is responsible for monitoring, capacity planning and traffic engineering the Private IP backbone. This organization will ensure that diversity, capacity, and network architecture requirements are met to guarantee the Private IP network will perform to the Verizon Business Private IP Service Level Agreement standards. Increases in capacity can be driven by not only trended and projected peak utilization growth rates but also network diversity requirements. The Data Traffic Engineering organization utilizes network modeling tools such as WANDL, to ensure restorability based on single card failures, node failures and right-of-way or cable (fiber path) system failures.

Verizon Business designs the Private IP backbone to be able to reroute around trunk failures based on the number of trunks that exist out of any given location and the utilization associated with them. For example, when a trunk fails there must be enough capacity on the remaining link(s) to support all the bandwidth previously supported by the failed trunk. Example: Do not load a trunk more than 40% of its capacity if it is one of two trunks. (The two trunks could have load ratios of 60/40, 70/30, or share traffic in any ratio so that the aggregate of the total traffic does not exceed the node's ability to restore all traffic in the event of a single trunk failure.) The capacity is measured at peak demand.

Verizon Business monitors a host of thresholds including, but not limited to availability, CPU, trunk, and port utilization. A general rule is we try to keep everything below 50%. Daily monitoring is performed on the network to gain actual network traffic and forecast accordingly. For physical trunk utilization we watch them for a month and if the average is consistently above 50%, we will either re-direct traffic, or cap the router, or augment. Based on this information the Traffic Engineering group proactively deploys additional switches/ports/trunks to ensure that customer traffic send across the backbone are delivered within the guidelines set forth in the Service Level Agreement.

Transmission Systems

In general, overbuild capacity is added to the network based on trended rung rates. All backbone overbuilds are built as either a 1+1 or 4F Bi-Directional Line Switched Ring (BLSR) rings that are 50 millisecond restorable in the event of a fiber or electronics outage.

Terminal with low growth rates are built with OC-48 or OC-192 electronics depending upon the growth rate. In addition, terminal spurs are typically built with rings; however, some terminals are considered spurs because there is only one fiber path. Terminal spurs are built as linear systems that provide protection against an electronics failure but not a fiber cut.

BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

This document describes the Business Continuity and Disaster Recovery processes and activities for DIR or customer initiated and Verizon-initiated Business Continuity and Disaster Recovery Requests in support of the CTSA.

Business Continuity Teams

Verizon Business maintains a world-class Business Continuity Program that is essential to the protection of its employees, critical business processes, and structural facilities located around the globe. Verizon Business is committed to effective response to natural and manmade disasters through its Business Continuity and Emergency Management (BCEM) group. The BCEM organization is the program office for business continuity initiatives world-wide and is chartered to carry out Verizon's core business continuity values. BCEM organizational responsibilities chiefly include:

- **Business Continuity Planning** - Includes risk identification and the coordination of plan development, testing and maintenance.
- **Incident Management** - Where staff members communicate and coordinate, from the various Crisis Management Centers (CMCs) around the globe, the response and recovery efforts for all major disasters.
- **Site Emergency Action Planning** - Site plans developed for all of the corporation's major facilities to include oversight for plan development, training, and evacuation drills.
- **Customer Services Coordination** - Includes RFI/RFP responses, customer presentations, customer consulting, and governmental / regulatory DR interface, as required.
- **Managed Services Coordination** - Includes BC/DR plan development, testing, maintenance, and crisis management for customers that purchase BCEM services.

The BCEM organization is managed and staffed by dedicated industry professionals who are strategically positioned around the globe in North America, EMEA (Europe, Middle East & Africa), and Asia Pacific. These regional teams share a number of objectives - to include a business continuity plan development strategy centered on technical facilities and critical business units, with a heightened sense of focus on the pandemic factors that now influence all BC plan development initiatives. The regional teams also perform in a similar capacity with respect to emergency management and are poised to provide support to any one of several Crisis Management Centers (CMCs) located within their area. By contrast, should any of the regional teams or individual team members be rendered inoperative for any reason, including pandemic causes, team members in other regions are fully capable of standing in and executing a wide array of the critical business continuity functions that are vital to the continued operation of the company.

The entire BCEM team is comprised of business continuity professionals who are certified through either the Business Continuity Institute (BCI) or the Disaster Recovery Institute International (DRII), and they offer diverse backgrounds in IT, Telecom, business consultancy, emergency management, and business continuance covering all domains of BC / DR best practices.

BCEM teams abroad, are fully integrated and in constant communications with their counterparts in the Americas. State-of-the-art communications technology allows for the sharing of real-time information when required. This enables the full team, regardless of location, to provide support to any local issue that may arise.

The Business Continuance and Emergency Management (BCEM) Team manages Business Continuity programs in the Americas region. BCEM coordinates the preparation and implementation of Business Continuity plans, evaluates key indicators to determine potential business impacts to Verizon Business, and monitors compliance of these plans.

In addition, the BCEM Team provides tactical emergency response and coordinates recovery/restoration activities during major natural disasters, terrorist threats, and incidents involving Hazardous Materials (HazMat) that threaten the stability of the Verizon Business operations by utilizing the National Emergency Coordinating Center (NECC) and/or MERIT^{SM}, Verizon Business's HazMat Team.

Business Continuity

Business Units in Verizon Business develop their Business Continuity Program in compliance with the policies contained in the Corporate Business Continuity Program Policy. Verizon Business's Business Continuity programs involve several areas; Business Impact Analysis (BIA), mitigation, preparedness, activation, response, recovery, restoration, program maintenance, and documentation.

All Verizon Business Units are responsible for developing, maintaining and testing their Business Continuity plans. Business Continuity plans include the strategies, actions, and procedures required to resume critical and time-sensitive business operations. The plans should be designed to address short-term and long-term business interruptions resulting from natural or manmade events. Business Continuity plans are specific to each business unit and as a minimum include:

- Business Unit Plan Activation
- Business Unit Response Strategy
- Business Unit Recovery Strategy
- Business Unit Restoration Strategy
- Business Unit Resource Inventories

The content of the plan must be kept as concise as possible to allow easy reference in the event of an incident.

Each Business Unit must identify, and document within all Business Continuity plans, the minimum materials necessary to perform critical and time-sensitive business operations. Such materials can include, but are not limited to, software, equipment, supplies, telecom, assets, and vital records.

Business Impact Analysis (BIA)

The Business Impact Analysis (BIA) provides the basis on which Verizon Business constructs its Business Continuity plans.

The BIA determines the operational impacts resulting from a major disruption of services. It will provide the business unit with:

- The identity of critical and time-sensitive business operations and services
- An analysis of the company's operational impacts
- The time-frames in which critical and time-sensitive operations, processes and functions must resume
- An estimate of the resources necessary for successful recovery and restoration

Verizon Business's Business Units conduct a BIA at the commencement of their Business Continuity Program, prior to plan development, and annually on an ongoing basis.

Mitigation Strategy

Verizon Business's mitigation strategy involves the steps taken to either fully prevent or reduce the impact of a business interruption on business operations. Mitigation is the preferred solution to a known risk.

Preparedness

Preparedness is a critical element to continuity planning and involves the activities, programs, and systems developed prior to a business interruption, that are used to support and enhance mitigation of, response to, recovery of, and restoration of business operations.

Elements of preparedness include:

- Communication
- Education and Training
- Evacuation Plans & Training
- Resource Inventories
- Offsite Back-up and Storage of Critical Information
- Annual Exercises/Drills

Plan Activation

Plan activation covers the immediate steps taken to commence a Business Unit's response to scheduled or unscheduled business interruptions.

Response Strategy

A response strategy identifies procedures for:

- Defining the actions to be taken during emergency events to safeguard human life and protect Verizon Business assets; and
- Reacting to a business interruption caused by an emergency situation.

Recovery Strategy

A recovery strategy identifies procedures for:

- Facilitating and supporting the short-term recovery of critical and time-sensitive business processes;
- Establishing and organizing a command post for recovery operations;
- Mobilizing and activating human and material resources necessary to facilitate and support the recovery process;
- Notifying and appraising critical and time-sensitive product/service recovery team leaders of the situation; and
- Alerting employees, key operational vendors and other internal and external individuals and organizations.

Restoration Strategy

A restoration strategy identifies procedures for:

- Facilitating and supporting the long-term restoration of critical and time-sensitive business processes;
- Facilitating the relocation or migration of business operations to a new or repaired facility;
- Mobilizing operations, support and department relocation or migration; and
- Managing the relocation/migration effort as well as performing employee, key operational vendor, and customer notification before, during, and after relocation or migration.

Plan Maintenance

Plan maintenance methods include:

- Conducting a review of the plan:
  - as a part of the annual Operating Plan (budget) cycle each year

  - when there are significant changes to the operation/organization
- • Updating the plan based on:
  - the results of exercises, drills and testing
  - team members changing assignments or leaving the company

Quality Assurance Check

All Verizon Business's Business Continuity plans are subject to a mandatory review process. Review includes testing and validation against applicable Verizon Business Corporate, regulatory, and industry policies and standards.

Documentation

At a minimum, documentation must include:

- A statement of the specific responsibilities of management, staff, special teams and key operational vendors;
- The results of the annual Business Impact Analysis;
- The most current Business Continuity plan, testing schedule, the results of the most recent test for all plan components, and the status of corrective actions;
- Procedures to activate and execute the Response, Recovery and Restoration portions of the plan; and
- The location of vital equipment, tools, assets, data, and records required to execute the Business Continuity plan and maintain business operations.

Emergency Management

Natural and manmade events that service providers cannot control have the ability to adversely affect communication services. Verizon Business's dedication to being equipped to rapidly respond to such events is embodied in its culture.

Verizon Business's use of the "Incident Management System" (IMS), along with the concept of Crisis Management Centers, has greatly enhanced Verizon Business's control of emergency situations. This process provides a structure that allows for an effective response to any size incident, and maintains flexibility that accommodates those incidents that may escalate in size or impact.

IMS allows all supporting departments to communicate in a structured manner within Verizon Business as well as with Local, Regional, and National authorities where Verizon Business responders interact. When faced with the immediate demands of an emergency event, it is essential to have pre-defined processes in place to acquire and deploy the resources needed to overcome any obstacle and ensure a successful event resolution.

Verizon Business's Incident Management System includes:

- The primary IMS functions are managed by an "Incident Commander" (IC), who oversees the Operations, Planning, Logistics, and Financial Administration of any situation. The IC's focus is to coordinate a consistent corporate interaction with all involved public agencies and media, minimize customer impact, use repair finances/resources in the most cost effective way, and oversee the return of business operations.
- Dynamic structure with flexibility that allows management of events from minor incidents to global catastrophes. Effective for physical network situations, logical "cyber" events, and situations that may impact other business operations.
- Execution not reliant upon any single organization, network platform, product offering, or geographically specific area.
- Key components include interactive network of Emergency Communications Centers (ECC) and Emergency Response Teams (ERT).
- Interfaces with public emergency response agencies.

The procedures contained in the BCEM program reflect Verizon Business's general procedures implemented when a sudden and unforeseen natural or man-made event impedes our ability to provide communication services within a specific geographic service area. In the event of a disaster that affects the ability of Verizon Business to provide communications services to its subscriber base, the senior member of the affected facility makes an initial determination of the severity of the emergency and reports the assessment directly to the Global Event Network Management Center (GENMC). The GENMC has processes in place to activate emergency operations procedures.

Activation of Incident Management System

Any Verizon Business employee can identify a situation that appears to require full or partial implementation of this plan. This individual will then immediately notify the next level of management, their pre-designated alternate, or the highest-ranking Site Executive immediately available with responsibilities for that specific geographical area. As soon as first notifications are complete, immediate establishment of a local Incident Commander would occur.

At this point, the local Incident Commander informs the Global Event Network Management Center (GENMC) of the situation, and generally provides the following information:

1. The exact nature of the disaster. (e.g. Fire, Flood, Hazmat, Sabotage, Terrorist Activity, Computer/Network Virus, Earthquake, Hurricane, etc.).

2. Identify any known injuries or hazards to employees or others. (If HazMat is involved, then supply all applicable information as required on the Environmental Incident Report).

3. The impact on the network and the subscriber base, (It is helpful to be able to provide type of network impacted, number of lines or a percentage of the total local capacity to assist in assessment of the impact to the overall network).

4. The effect of the disaster on the installed mechanical and electronic equipment.

5. An estimate of the internal resources and time required restoring services.

6. A quick identification of external resources or other support needed.

7. Impact of the disaster on the infrastructure external to Verizon Business (e.g. Roads, Airport, Power Company, Competitors, Interconnecting Carriers, etc.).

Depending on the size and scope of the event (local, national or global), either a Local Emergency Coordinating Center or the National Emergency Coordinating Center will be activated. Once established, these Emergency Coordinating Centers (ECCs) become the communication "hubs" during an incident. Various communication "bridges" (i.e., conference calls) are essential to the flow of information and are established immediately according to the plan.

Appropriate customer service and public relations contacts are immediately notified of any business interruption affecting Verizon Business and its customers. In the event of a major incident affecting Verizon Business customers, the network, or a facility, Verizon Business will coordinate closely with Local, Regional, and National emergency services personnel to communicate appropriate information. Coordination occurs through a variety of channels including, but not limited to, toll-free customer service lines, public web sites, customer account teams, and the media, as appropriate. Verizon Business also works with the National Coordination Center (NCC), Cabinet Office (UK), and other government agencies, in the event government facilities or services are affected, or in the event a government response is needed.

National Emergency Coordinating Center (NECC)

The National Emergency Coordinating Center (NECC) supports Verizon Business's operations primarily in the United States, in the event of a critical business interruption that exceeds the resource capabilities of a Local Emergency Coordinating Center (LECC) (described below). The NECC is also capable of supporting emergency response activities globally. It is designed to enhance decision-making, communication, coordination, resource allocation, and collaboration between internal member organizations. The Center becomes the main focal point for communications from Executive Management, as well as providing a forum for team status, event progression, and incident resolution. The NECC, located in Richardson, Texas and managed by Verizon Business's Business Continuity and Emergency Management group, engages in semi-annual functional exercises that are generally 4-8 hours in length.

Regional Crisis Management Centers (RCMC)

The Regional Crisis Management Centers (RCMC) support Verizon Business operations in the Asia Pacific region. Due to the company's geographical disbursement, several

RCMCs are established across the Asia Pacific Region: Hong Kong, Sydney - Australia, and Singapore.

The day-to-day operation, implementation, management, and maintenance of each RCMC is a primary responsibility of the Asia Pac Business Continuity Team. When activated, each RCMC is supported by the Regional Crisis Management Team (RCMT) members residing in each location. The RCMT is comprised of primary and secondary points of contact nominated by Regional Executives.

The Regional Crisis Management Team's (RCMT) purpose is to:

- Receive, analyze, and disseminate information about the incident to enable timely decision-making.
- Facilitate the use of Incident Management System (IMS) to enhance communication and coordination efficiencies.
- Enhance decision-making, communication, coordination, resource allocation, and collaboration between member organizations.
- Develop and coordinate the execution of recovery and restoration strategies.
- Provide post-incident reports and recommendations.

Emergency Management Control Centers (EMCC)

The Emergency Management Control Centers (EMCC) support Verizon Business operations in the EMEA (Europe, Middle East, and Africa) region. Two EMCCs are available for use during an incident. The main center is based in Reading, United Kingdom, with a secondary center available at 4 hours notice in the London area. The EMCC rooms are dedicated management centers equipped with PCs, conferencing facilities and diverse communication (including satellite communication), and have been designed to be used either in the event existing facilities have been rendered unusable or if a dedicated location requiring people to work in close proximity will aid the response to an incident.

The day-to-day operation, implementation, management, and maintenance of each EMCC are a primary responsibility of the EMEA Business Continuity Team.

In general, each EMCC is utilized for:

- Business Continuity Plan invocation or general / reactive crisis management use.
- Specialist or single business unit response teams.
- Executive or management teams.
- A single point of contact for external authorities / regulators where required.
- To add monitoring or management capacity resources when required externally.
- In addition, each EMCC provides:

- A dedicated, resilient, purpose built, small office environment with diverse systems, security, and protected mains power, from which incidents can be managed.
- A workspace, with work docking stations, printer, fax, fixed lines, and satellite phones.
- Voice conference facilities.
- Fixed and portable PCs with current corporate images and key data.

MERIT℠

MERIT℠ is a team of Verizon Business employees with varying telecommunications backgrounds, who have been trained in performing telecommunications equipment and network repair functions in a hazardous material, contaminated environment.

This team of specialists has been trained under OSHA (Occupational Safety & Health Administration) and NFPA (National Fire Protection Association) guidelines to protect Verizon Business personnel and assets during times of natural disaster or hazardous materials incidents.

Local Emergency Coordinating Center (LECC)

The LECC is utilized as a central point of contact to facilitate local communications, logistical support, and information dissemination to key local personnel and ERTs.

LECCs are strategically placed to support of Verizon Business operations.

Emergency Response Team (ERT)

The Emergency Response Team is a group of qualified personnel with varying disciplines who have been trained and are responsible for reacting to non-hazardous events that pose a threat to Verizon Business network operations.

ERTs have been deployed extensively within the Verizon Business network and provide an excellent supplement to the local workforce. These teams are capable of being deployed at a moment's notice, delivering the job competency necessary to protect and restore the Verizon Business network in the shortest time possible.

ERTs are strategically placed in support of Verizon Business operations.

Tools and Assets

Verizon Business has developed and implemented several tools and procedures that support both our early warning systems and risk assessment capabilities when it comes to severe weather conditions and natural events. Prior to the activation of any of Verizon Business's Crisis Management Centers, the Business Continuance & Emergency Management (BCEM) group is responsible for monitoring weather and hazardous conditions around the globe and performs this function 24x7x365.

BCEM utilizes Verizon Business's in-house weather monitoring process "StormCon", that allows Verizon Business to leverage multiple sources of weather data to identify potential impact areas and conduct automated pre-storm risk reduction activities. These pre-storm activities help assure that Verizon Business facilities and personnel are protected during the storm and restoration teams and equipment are staged effectively, ready to respond in the affected area prior-to or immediately after landfall.

Verizon Business also possesses the ability to effectively 'map' locations down to the one meter level with multiple overlays to include weather data, hazardous locations, transportation data, and more. This capability provides for more timely and enhanced communications. Predictive analysis is also enhanced with respect to resources and facilities prone to damage.

Verizon Business maintains an inventory of disaster recovery assets for immediate deployment to a disaster impacting the Verizon Business network. These resources, along with resources from key vendors, provide equipment, temporary shelters, generators, critical communication tools, and supplies necessary for the restoration and recovery of network elements, transmission systems, and customer premise equipment. In a disaster, these resources are deployed as needed in support of local recovery requirements.

During a disaster in the US, Verizon Business can also utilize the resources of its Big Red Fleet to support the restoration and recovery of the network. The specific mission of the Big Red Fleet is to provide emergency communications and relief personnel for:

- Victims of natural and/or manmade disasters.
- Verizon Business and our corporate customers, when a disaster affects business operations.

The Big Red fleet consists of 2 semi-tractor trailers and a motor coach with a separate communications equipment trailer. Each vehicle has been converted into a state-of-the-art mobile communications facility offering both VoIP and Internet capabilities. Big Red can be deployed to either US coast within 24 hours.

Verizon Business in the Americas also maintains a 53-foot Command Trailer to effectively facilitate event management remotely, while further enhancing network restoration and recovery efforts. It's a unique, one-of-a-kind, industry-leading, mobile response and recovery vehicle that houses functional work areas for key recovery functions and is designed to support the implementation of the Incident Management System. Occupants have access to a suite of systems and monitoring tools that will facilitate information gathering and analysis from any location. Communications capabilities inside the Command Trailer are as good as or better than most permanent communications centers.

Verizon Business also maintains and routinely deploys several other mobile assets purposely designed and built for the zero-infrastructure environment. These units

provide field personnel with temporary living accommodations and other facilities that address basic human needs following a deployment to a disaster area.

All of these teams, resources, and assets are maintained by Verizon Business at a level of readiness to respond quickly and efficiently in the event of a disaster. Verizon Business conducts regular training, holds disaster exercises, regularly maintains disaster recovery documentation, and performs preventative maintenance on all recovery assets and support tools to assure a high level of readiness.

Network Security Incident Response Team (NSIRT)

Due to the size of Verizon Business's computing environment, protocol dictates that responses to Information System disruptions are well planned, timely, and efficient. The Network Security Operations Center (NSOC) provides for effective responses to information system security incidents of varying sizes and complexity. The NSOC uses a variety of contacts to address disruptions, such as internal help desk assistance, external vendors, and industry forums.

Verizon Business's Network Security Incident Response Team (NSIRT) responds to major information system security incidents that are unexplained, affecting multiple systems and/or multiple platforms, occurring in multiple locations, occurring repeatedly or for which a First Response Organization is unable to resolve the incident.

The Network Security Operations Center is responsible for the activation of the team and overall management of the incident until resolution.

MARKETING PLAN

This document describes the Marketing activities for DIR in support of the CTSA.

The use of this Marketing section and the working assumptions, rules, guidelines, terms, and references is intended for emphasis and descriptive purposes only. This section is not intended to replace or alter any terms or conditions of Exhibits, and/or Schedules.

Goal

Create business value for State agencies and other governmental entities such as counties, cities and school districts through the use of this DIR CTSA contract.

Objective

Provide the building blocks from which customers can pick and choose to construct the required solution needed to serve their business or technical needs.

Customer Contact Plan

This is a high-level outline of the proposed contact plan. This plan is subject to change due to market conditions. In addition to providing information as required in the CTSA, Verizon will make reasonable efforts to share ongoing content and contact progress with DIR.

- Metrics
  - Identify 10 major opportunities per quarter/per rep
  - Develop related contact plan
- Minimum of 10 customer meeting per month/per rep
  - Leverage vendor and Verizon customer relationships to generate new opportunities
- Joint account planning for strategic opportunities
- Oversight
  - Weekly review of marketing activity
  - Monthly reporting of all sales

Market Potential

Verizon recognizes the market potential for the products and services related to this RFO. Through market research, Verizon has identified IT and estimated network hardware budgets for many of the top entities in the State of Texas. This data indicates the significance of this market and the need for a comprehensive marketing plan. Verizon plans to aggressively market to these customers and related entities/associations.

K-12

In 2009, Texas school districts received approximately $110M+ in E-Rate Priority 2 funding. Priority 2 provides funding for many of the products included in this contract. Verizon will continue to promote DIR/Verizon partnership through the Texas Education Associations. Verizon will plan targeted communications in May/June and in the back-to-school timeframe reminding school districts of DIR's contract, its value, products and services.

School District	IT Budget	Estimated Network Budget
Aldine ISD	$9,422,177.00	$1,884,435.40
Arlington ISD	$10,091,047.00	$2,018,209.40
Austin ISD	$19,447,976.00	$3,889,595.20
Cypress-Fairbanks ISD	$15,852,589.00	$3,170,517.80
Dallas ISD	$27,738,562.00	$5,547,712.40
El Paso ISD	$10,641,876.00	$2,128,375.20
Fort Bend ISD	$11,238,896.00	$2,247,779.20
Fort Worth ISD	$27,890,400.00	$5,578,080.00
Garland ISD	$8,667,872.00	$1,733,574.40
Houston ISD	$51,784,562.00	$10,356,912.40
North East ISD	$11,899,214.00	$2,379,842.80
Northside ISD	$21,507,158.00	$4,301,431.60
Plano ISD	$10,251,637.00	$2,050,327.40
San Antonio ISD	$8,906,122.00	$1,781,224.40
Ysleta ISD	$7,463,647.00	$1,492,729.40

Other Related Entities and Associations

- Education Service Centers
- Texas Association of School Business Officials (TASBO)
- Texas Computer Education Association (TCEA)

Higher Education

Verizon will market to the various University and Community College Systems University Systems and Community Colleges to promote the products and services available through this contract.

Institution	IT Budget	Estimated Network Budget
Alamo Community College District	$9,535,556.00	$1,907,111.20
Austin Community College	$6,493,794.00	$1,298,758.80
Dallas Community College District	$21,072,536.00	$4,214,507.20

Houston Community College System	$8,324,109.00	$1,664,821.80
Lone Star College System	$8,171,800.00	$1,634,360.00
San Jacinto College District	$6,403,860.00	$1,280,772.00
Tarrant County College District	$12,880,811.00	$2,576,162.20
Texas A&M University	$48,460,992.00	$9,692,198.40
Texas Tech University	$21,151,812.00	$4,230,362.40
University of Houston	$37,805,512.00	$7,561,102.40
University of North Texas	$26,752,411.00	$5,350,482.20
University of Texas Austin	$83,040,000.00	$16,608,000.00

Other Related Entities and Associations

- Texas Association of Community Colleges

Cities and Counties

City/County	IT Budget	Estimated Network Budget
Arlington	$7,622,257.00	$1,524,451.40
Austin	$55,382,280.00	$11,076,456.00
Bexar County	$23,400,000.00	$4,680,000.00
Collin County	$5,361,393.00	$1,072,278.60
Corpus Christi	$13,094,805.00	$2,618,961.00
Dallas County	$17,769,207.00	$3,553,841.40
Dallas	$53,999,619.00	$10,799,923.80
Denton County	$3,632,766.00	$726,553.20
El Paso County	$4,248,781.00	$849,756.20
El Paso	$13,787,179.00	$2,757,435.80
Fort Worth	$25,110,016.00	$5,022,003.20
Garland	$11,812,901.00	$2,362,580.20
Harris County	$32,371,774.00	$6,474,354.80
Hidalgo County	$4,290,064.00	$858,012.80
Houston	$79,403,700.00	$15,880,740.00
Laredo	$8,573,278.00	$1,714,655.60

Lubbock	$12,845,210.00	$2,569,042.00
Plano	$8,017,289.00	$1,603,457.80
San Antonio	$54,066,057.00	$10,813,211.40
Tarrant County	$9,275,109.00	$1,855,021.80
Travis County	$13,512,417.00	$2,702,483.40

Other Related Entities and Associations

- Texas Association of Counties
- Texas Association of Regional Councils
- Texas Municipal League

State Agencies

Agency	FY 2011 Estimated IT Budget	Estimated Network Budget
Department of Transportation	$354,085,003.00	$70,817,000.60
Department of Criminal Justice	$124,516,554.00	$24,903,310.80
Department of Public Safety	$30,367,352.00	$6,073,470.40
Department of Aging and Disability Services	$267,575,939.00	$53,515,187.80
Department of State Health Services	$116,468,872.00	$23,293,774.40
Department of Family and Protective Services	$54,830,200.00	$10,966,040.00
Department of Environmental Quality	$18,910,964.00	$3,782,192.80
Texas Workforce Commission	$42,562,947.00	$8,512,589.40
Attorney General	$20,209,329.00	$4,041,865.80
Department of Assistive and Rehabilitation Services	$25,281,735.00	$5,056,347.00

Other Related Entities and Associations

- Commission on State Emergency Communications (CSEC)

- Texas Association of State Systems for Computing and Communications (TASSCC)
- Texas Education Agency
- Texas Public Purchasing Association

Customer Communications

Conferences

Verizon will continue its high-level participation state and industry association conferences.

- ACUTA
- CONSEC
- COSN
- DIR-sponsored Events
- Educause
- GTC
- NASCIO
- NASTD
- NENA
- TASSCC
- TTVN

Customer Seminars/Webinars

Verizon believes the use of seminars and webinars can help bring together diverse audiences from across the state to learn more about new technology related to the products and services for this contract. Invitees would include, they are not limited to: City and county IT professionals; School districts IT and telecom directors, CIOs, Agency directors, CIOs and IT managers.

Marketing Collateral

Create and maintain marketing collateral as the ongoing communication vehicle for products and services under this contract.

Sales and Marketing Resources

Verizon is planning to dedicate the following resources to TEX-AN NG sales and marketing functions:

Location	Marketing	Sales
AUST	3	2
BRYN		2

DLLS	1	15
HSTN		2
Other	3	4
SNAN		2
Totals	7	27

Additional resources will be added as the demand for services increases over the term of the contract.

ONGOING SERVICE DELIVERY MANAGEMENT PLAN

This document describes the Service Delivery Management processes and activities for DIR or DIR customers. It contains the requirements to assure that the underlying systems, processes and procedures provided by Verizon shall effectively support end to end delivery and management of services to DIR and DIR Customers(s). Verizon will develop and implement electronic systems to support ordering and service delivery requirements within sixty (60) days of contract execution. The initial requirement is tab delimited file delivery. Files will be provided in this way until such time as Verizon and DIR mutually agree on XML interface specifications.

The State of Texas Account and Support team are available for both DIR and its customers as needed.

Service Delivery Support

The State of Texas Account Team is your primary contact within Verizon Business. Their overall responsibility is to ensure that you are satisfied with Verizon's performance and service. It is their job to understand your business and tailor Verizon's service to meet your technology and business needs. DIR and DIR Customers should contact the Account Team whenever you have any questions regarding our products and services. The Account Team can arrange for specific product presentations or provide general telecommunications consultation as you need it. Likewise, the Account team can also provide budgetary forecasts and competitive analyses.

Your Service Specialist will work with you to develop a comprehensive service plan that includes Verizon Business resources and self-service, web-based, efficiency tools designed to manage daily transactional service activities and inquiries with ease and confidence. As your advocate, the Service Specialist will also coordinate and drive internal organizations supporting your business to meet the service objectives defined in your plan. The Specialist will monitor and assess attainment of those goals and objectives by conducting quarterly service reviews.

From reviewing your first invoice with you and providing ongoing billing support, to evaluating ongoing performance and offering recommendations on valuable new solutions, your Service Specialist plays a critical role in managing service support for your account.

The State of Texas Account Team is also the lead on directing account team resources to provide optimum levels of service, help address any of your concerns, issues, or requirements. More specifically, The Account Team's role is to:

- Develop a thorough understanding of your business goals, requirements, and concerns
- Establish a relationship to develop strategic solutions to help meet your goals
- Direct Verizon Business and vendor resources to develop, implement, and support solutions
- Provide ongoing education on product, services, and key industry developments and make proactive recommendations
- Serve as your advocate within Verizon Business

Implementation Specialist

The Implementation Specialist is the account team member responsible for all of the new orders and implementation activities you have. The Implementation Specialist will:

- Review and submit new and complete orders within two business days of receipt and provide ongoing notifications of order status milestones
- Coordinate/drive activities throughout the implementation process, including:
- Coordinating Verizon Business internal groups, the customer, and vendor resources
- Providing ongoing order status
- Project manage large and/or complete implementations
- Provide requested tracking documents for service installations and disconnects
- Conduct escalations necessary to meet the standard intervals and agreed-upon SLAs

Specialist – Service/Program Management

Your Service Specialist will work with you to develop a comprehensive service plan that includes Verizon Business resources and self-service, web-based, efficiency tools designed to manage daily transactional service activities and inquiries with ease and confidence. As your advocate, The Service Specialist will also coordinate and drive internal organizations supporting your business to meet the service objectives defined in your plan. The Specialist will monitor and assess attainment of those goals and objectives by conducting quarterly service reviews.

From reviewing your first invoice with you and providing ongoing billing support, to evaluating ongoing performance and offering recommendations on valuable new solutions, your Service Specialist plays a critical role in managing service support for your account.

Service Specialist will:

- Develop your customized service plan
- Support your service objectives
- Serve as your advocate
- Conduct quarterly service reviews
- Provide first invoice review
- Deliver ongoing billing support, and
- Offer product or product resource recommendations

Solution Architect

Through their technical expertise, the Solution Architect plays an integral role in the account team by aligning Verizon products and services with your requirements and business objectives. Verizon Business Solution Architect are specialists in a number of technology areas. They are engineers by degree and practical experience, with years of tenure in the industry.

- Verizon Business Solution Architect maintain relevant technical expertise through intense training and continuing education, proving to be a leader in the technical design of complete solutions in all aspects of Verizon's product set. Your Solution Architect will:
- Recommend and design innovative solutions
- Deliver technical guidance and design solutions that impact your business objectives

- Contribute technical answers and solutions that maximize solid solutions
- Maintain their expert communication technology status in order to recommend and design innovative solutions
- Verizon Business Solution Architect organizations are fully supported through a number of different expert functions including highly specialized technology groups working for you.

Contact List

State of Texas Account Team

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Transition

Verizon will support customers in transition using the process and procedures set forth in its Program Management Plan.

Service Delivery and Management Methodology

For Services billed directly to DIR, orders will be submitted from the DIR Remedy system via email to Verizon's email address (enter address here). Order updates will be provided to DIR as prescribed in the email process flow until such time as mutually agreed XML interface requirements are established. Verizon has been provided with a Vendor's Guide to Remedy.

Resources

Verizon will scale resources as business requirements with DIR and Customers change over the duration of the contract.

Service ordering process

DIR will request orders through their Remedy systems via email. All orders will be submitted to the State of Texas Account Team at justin.stephens@verizon.com or TXDIROrders@one.verizon.com and the orders will be provided in a timely manner back to DIR and/or its customers.

Online Service Delivery Management Tools – (Direct Billed Customers)

The Verizon Enterprise Center is a useful and environmentally-friendly online service management tool portal that helps you do business with us on your terms – when and where you need to. You can use the Center to place orders, view and pay invoices, create trouble tickets and analytical reports, and monitor and manage your communications services. The Center provides access to near real-time information so you can make informed decisions about your domestic and global networks.

Also, with Verizon Business and Verizon Wireless united on the same portal, large businesses and government agencies experience a seamless online experience with single sign-on to their information via the Center.

Feature	Description	Benefits
Online Order Submission	Customer can submit an order using the Orders tool on the Verizon Enterprise Center (VEC).	Customers can submit orders at any time and from any location.
Online Order Status	Customer may view order status online for orders submitted via the Orders tool. Customers may pull "offline orders" into their Summary of Orders table to track order status online. For former Verizon product orders, the Orders tool interfaces real-time with the appropriate systems (e.g., XRM, Accord) to display up-to-date customer information. For former MCI product orders, users have visibility to key order level milestones such as Order Acknowledgement, Order Confirmation and Service Activation. These statuses are provided via a real-time interface to StatusPro.	Customers can track the status of an order at any time without contacting a Verizon Business account manager.
Several Product and Order Types Supported	The product and order types presented to the customer are defined by their direct entitlement to the tool or by their assigned permissions group. Former Enterprise Direct Ordering tool users are restricted to placing orders for tariffed products, priced at tariffed rates and subject to terms and conditions as stated in the applicable tariff. Former Verizon Enterprise Center Order Services tool users are restricted to placing orders against the Bill IDs and products defined by their previous Order Services entitlement in Star OE. Please contact your Verizon Business Account Manager for a complete list of the product and order types currently supported by the tool.	Customers can use Orders to submit orders for many Verizon Business products.
Order History	Access to an online archive of 13 months of order data via the Summary of Orders table. Available for downloading.	Customer can easily access 13 months of order data.
Confirmation E-mails	Customer receives confirmation e-mail for each request submitted. E-mail contains key information about the request including the	E-mail confirmation assures that customer that the order has been submitted to Verizon

Feature	Description	Benefits
	assigned request number. For legacy MCI product orders, this e-mail also contains the Order ID.	Business.
E-mail and Pager Notifications	On a per order basis, a customer can request to be notified via e-mail and/or pager when certain events occur such as: ▪ when remarks are updated ▪ when order status changes ▪ when the due date changes and ▪ when the order is complete. This feature is currently available for legacy Verizon orders only.	Customers receive timely updates on key items of interest to them.
Order Templates	Saves customers' time by not having to retype redundant order information. Multiple templates may be defined by the customer or their assigned account representative for each product type. This feature is currently available for legacy Verizon orders only.	Numerous templates can be set up for each product type. Allows a customer to save time with auto-populate specific fields.
Contact Book	Customer can store frequently used contact information (phone number, e-mail, fax, pager) and addresses.	Customer can quickly and accurately populate contact and address related order form fields.
Customer Work Number / Order Alias	Customer can assign a work number or meaningful description to each order.	Customer can quickly identify each order by the Customer Work # / Order Alias. Customer can also locate submitted orders in the Summary of Orders table by Customer Work # /Order alias.
Required Fields	Required fields are marked with an asterisk. All required fields must be completed before the customer can submit an order.	Identifies required fields.
Copy Order	Customer may copy a previous order to generate a new order.	Saves time and effort by copying key fields from a previous order.
Save Order	No installation or monthly recurring charges for using the Orders tool.	Customers will not incur a charge for using the Orders tool.

Feature	Description	Benefits
Customer Training	Live, instructor-led training conducted via the Internet is available to customer at no charge. In addition, customers may download a copy of the Orders user guide. Both are available at the Customer Training and Documentation site.	Customer has easy access to tool experts and supporting documentation.

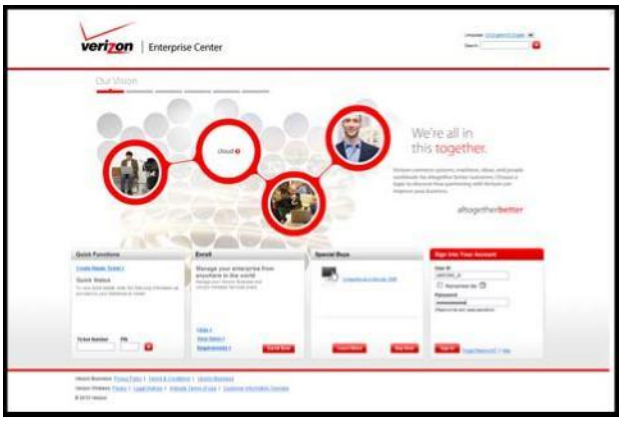
Online Order Process

We've streamlined our ordering process to provide you simple and fast processing with regular updates. We developed a comprehensive online ordering and status mechanism available via our secure portal, the Verizon Enterprise Center, where you can initiate orders, check status, learn about our solutions, and get help if you need it.

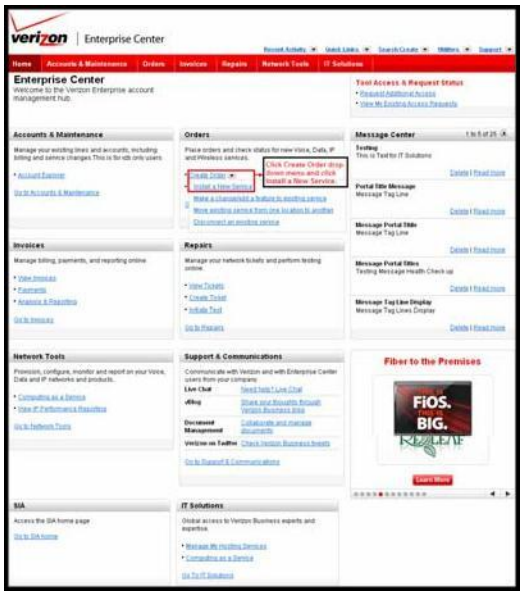
To further assist you in the ordering process, we've provided two user-friendly options; the Guide Me Mode (steps you through the ordering process) and the Advanced Mode (faster self-navigation for those familiar). We also provide a Selected Item feature that enables you to order multiple products, view a consolidated list, before submitting your request.

Step 1: Initiate a New Order

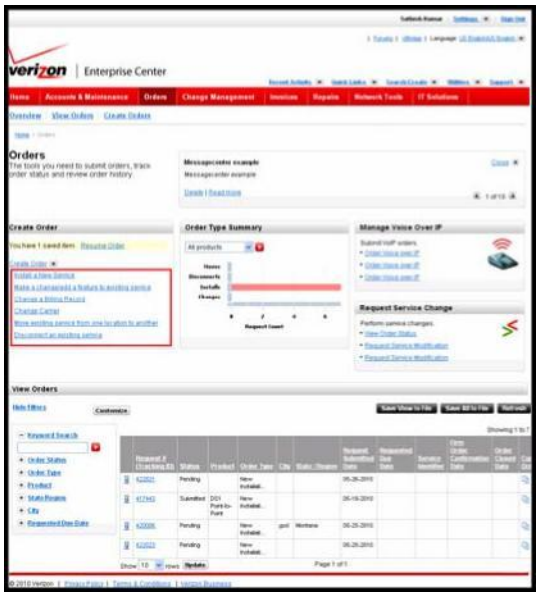
- Log in to the Verizon Enterprise Center website:
- https://enterprisecenter.verizon.com.
- **Note:** You need to be a registered user to log-in; click
- Enroll Now and follow instructions to create a User ID and Password.
- Contact your Verizon Order Management team to ensure you have permission to access the Orders application.



- Enter your User ID and Password and click Sign In and you will be sent to the Verizon Enterprise Center portal home page.



- Click on the Orders tab at the top of page or click Go to Orders located in the in the center of the page.
- The Orders tab on the Verizon Enterprise Center home page enables you to:
  - Create orders
  - Find and track orders
  - Perform a service change from the Ordering Tools section
  - Manage contact books and templates
  - View orders and save order details to a file

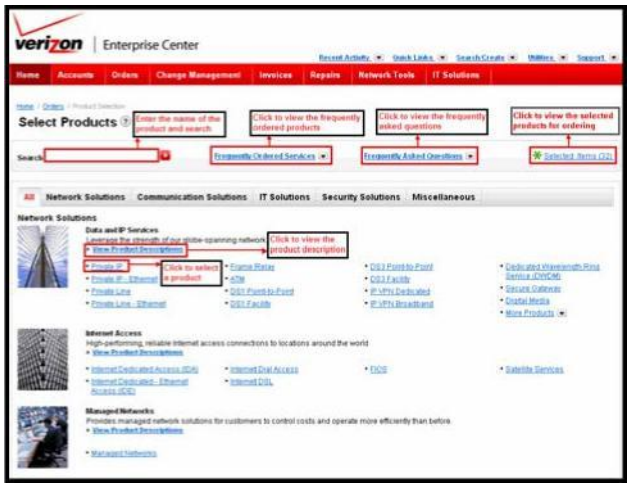


- Once in the Orders tab, go to Create Orders and select order type from the drop down menu (Install, Change, Move, or Disconnect). In our example, we selected Install a New Order.

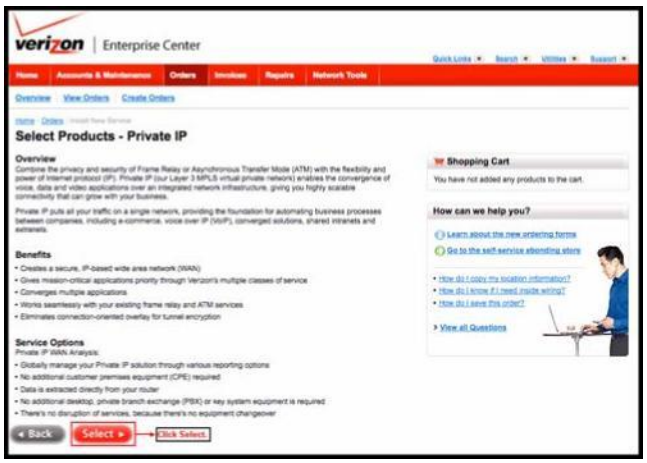
- You will be taken to the product selection page where you can also learn more about a specific product.

Step 2: Product Selection

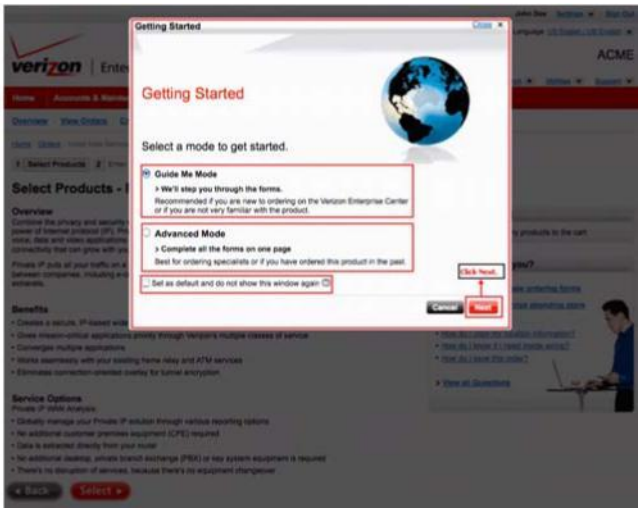
The Select Products page displays all the products you can order. You can also click on More Products to see all the products available under each product group.



- Click Learn More to view the various products available in each product category. For instance, click the Learn More link in the PIP section to view the PIP sub-products.



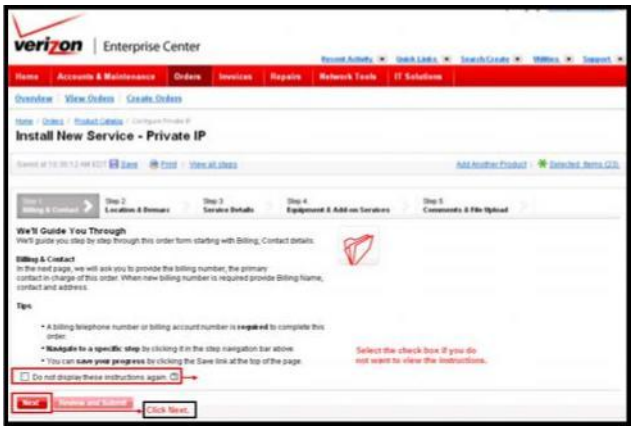
- Then click on the product you want to order (in this example, Private IP) and follow the step-by-step instructions.
- Once you're ready click Select.



- Getting Started: You will then be asked to select the Guide Me Mode or the Advanced Mode.
- The Guide Me Mode gives a brief description of the various data gathering forms that you will need to complete along with instructions and tips.
- **Note:** New or infrequent users of the Orders application may want to use the Guide Me Mode.
- In Advanced Mode you can expand and collapse the data gathering forms and view/enter the relevant information.

Step 3: Product Configuration

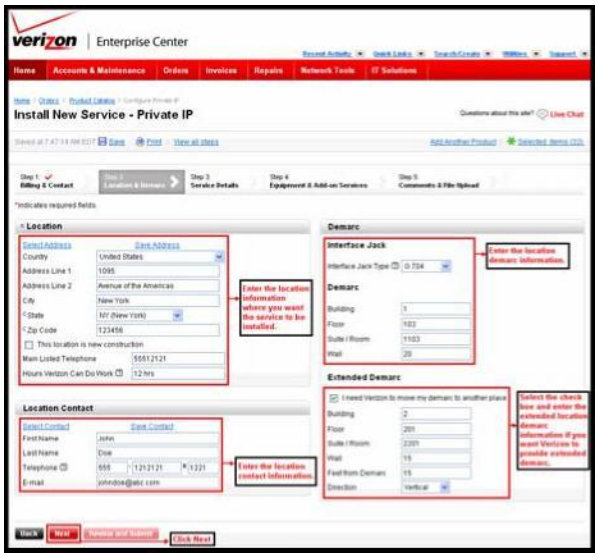
- Now you need to follow the instructions for the specific product you are ordering and the screen will prompt you with the information you need (the example screen below is in the Guide Me Mode view).



Billing & Contact Page (shown in Guide Me Mode view)

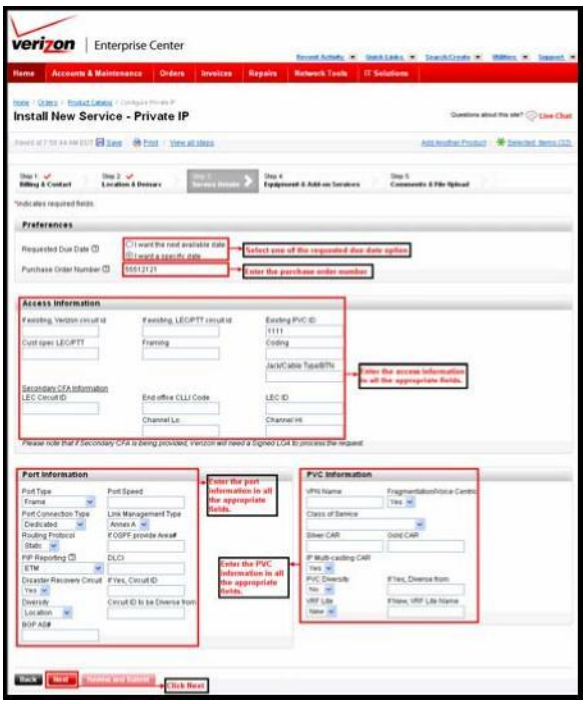
- The page provides an introduction, some tips, and a chance to go to the Advanced Mode.
- Click Next to begin entering your billing information.
- You can enter new billing information or use an existing billing account.

- Once you're done, click on Next and go to the Location & Demarc page (if you're in Guide Me Mode, you will go to an introduction screen first).



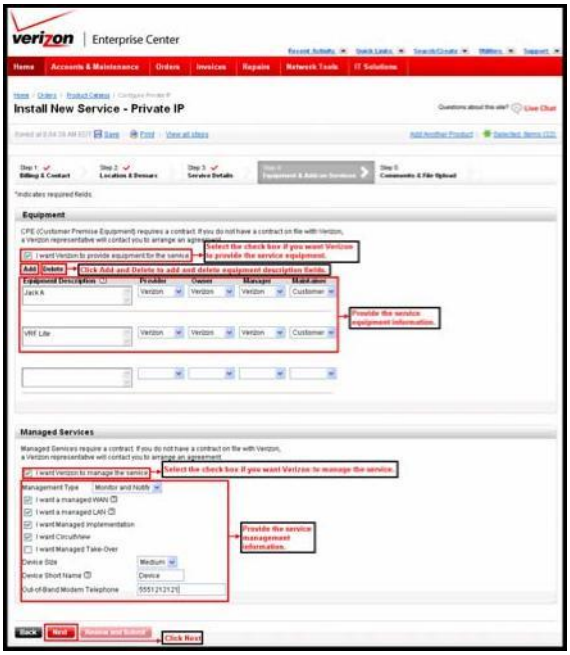
Location & Demarc (shown in Advanced Mode view)

- On the Location & Demarc information page, you enter information such as the address where you would like to install the service, the location, the wiring, etc.
- Demarc is the location within the building where your wiring ends and the access provider's wiring begins.
- Click Next and you will go to the Service Details page (if you're in Guide Me Mode, you will go to an introduction screen first).



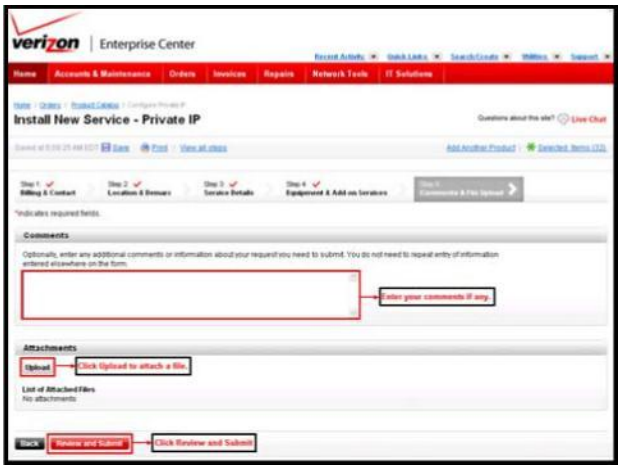
Service Details (Shown in Advanced Mode view)

- This page will step you through the type of information you will need to provide depending on which service you're ordering.
- In our Private IP example, you will need to configure the access circuit/loop, Port and PVC information from the Service Details page.
- The PVC, Permanent Virtual Circuit, takes data through the network from one point to another. A Port is the connection point between the access circuit and the PVC. Access is the wiring that goes from your demarc to the central office of your service provider.
- Click Next and you will go to the Equipment & Add-on Services page (if you're in Guide Me Mode, you will go to an introduction screen first).



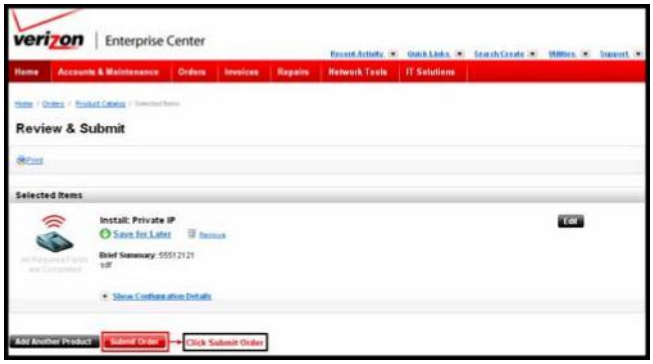
Equipment & Add-on Services (shown in Advanced Mode view)

- The Equipment and Add-on Services page enables you to request customer premise equipment and also sign up for Managed Services or Site Services.
- Follow the instructions to check the boxes if you want Verizon to provide the equipment and/or manage the service.
- Click Next and you will go to the Comments & File
- Upload page (if you're in Guide Me Mode, you will go to an introduction screen first).



Comments & File Upload (shown in Advanced Mode view)

- The "Comments & File Upload" page enables you to enter your order details or upload an attachment to the order.
- Select Review and Submit
- Note: You cannot submit mixed order types like Install, Change, Move, Disconnect together. If you try to submit mixed order types, the following error message displays: An order cannot contain items of mixed order types (Install, Move, Change, and Disconnect).
- Before you can submit this order, make sure all items have the same order type. You can save the other items for later by clicking the Save for Later link.



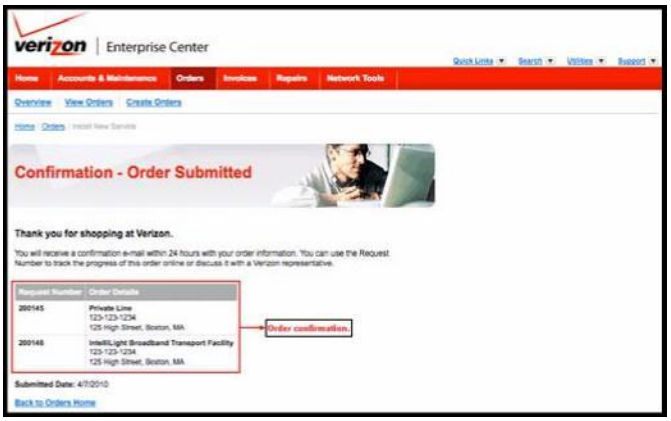
Step 4: Review and Submit (shown in Advanced Mode view)

- Review the order for data accuracy and completion of all the required information.
- Click Submit Order if complete - OR - Click Add

Another Product

- In this example, we are complete; click Submit.
- **Note:** If needed, click Edit to provide information in all the required fields in the data gathering forms to complete the ordering process.

You will be sent to a confirmation page.



Step 5: Order Confirmation

- The Confirmation - Order Submitted page display is confirming that the order has been successfully placed.

Additional Helpful Functions

- **Selected Items:** enables you to add and accumulate a list of products to purchase online, view, add or remove and then process all with a single payment.
- **View Orders:** You can search and view the status of your submitted orders in the View Orders section of the Orders page. The new Customize feature on the View Orders page lets you customize the summary of orders table. You can also download order details by clicking Save to File and The Copy order option enables you to create a replica of an existing order thus reducing the time taken to place an order.
- **Manage Contact Book:** Manage frequently used names and addresses to save time when ordering.

Additional Ordering Functions

- **Change Service:** You can request a change in service for all or selected circuits/telephone numbers under a billing account or circuit ID.
- **Change Billing Record:** You can edit the billing information such as billing name, address, contact, and tax exemption information for an existing account using the Change Billing Record service request.
- **Note:** Users require specific permissions to create Change Billing Record orders.
- **Note:** Users require specific permissions to create Change Carrier orders.
- **Move Service:** You can request a physical location move for all or selected individual circuits/telephone numbers under a billing account or circuit ID.
- **Disconnect Orders:** This lets you disconnect an existing service.

Need Support?

- The “How Can We Help You” feature on the “Orders” Product Details page provides instant access to answers for the questions users ask most frequently about ordering.
- “Click to Chat” online for assistance with order forms and status.
- Contact your Order Management team

Maximize the Power of the tool for your business

Take training when and how you need it:

- Access a link from the Verizon Enterprise Center (under Resources) or the link below:
- https://customertraining.verizonbusiness.com/commercial/index.htm

Standard Order Intervals

The following tasks are bundled into the standard interval dates:

1. Order Acknowledgement (OA);
2. Order Confirmation (OC);
3. Firm Order Confirmation (FOC);
4. Order Completion Notice (OCN);
5. Order Rejection Notice (ORN);

Product	Speed	Facilities Available	Minor Build	Major Build
		Standard Interval	Standard Interval	Standard Interval
Network Access (For Internet and VoIP Services)				
TDM-Based Access				
Verizon Business	DS0/DS1 (on-net)	10	20-30	25-35
	DS0/DS1 (off-net)	15	20-30	25-35
	DS3 (on-net)	15	45-60	60-80
	DS3 (off-net)	25	45-60	60-80
	OC3 & OC12 (on-net)	30	60-75	75-100
	OC3 & OC12 (off-net)	45	60-75	75-100
	OC48 & OC192	60	75-90	90-120
	OC768	ICB	ICB	ICB
	2.5 & 10G Wave	60	75-90	90-120
	40G Wave	ICB	ICB	ICB
Verizon ILEC	DS0	5	13-20	25-35
	DS1	7	15-30	35-67
	DS3	8	20-30	40-70
	OCN	18	25-35	45-75
Ethernet Access				
Type 1 and 3	1mg - 600mg	45	55-70	70-80

	700mg - 1G	45	70-85	75-100
Type 2	10mg, 100mg, 1000mg	45	60-75	80-90
Type 1 only - 10G UNI	1G - 10G	120	n/a	n/a
Type 4	1mg - 1G	60	n/a	n/a
Private IP Access				
	DS0/DS1	17	20-30	25-35
	DS3	25	45-60	60-80
	OC3 & OC12	45	60-75	75-100
	OC48 & OC192	ICB	ICB	ICB
Internet (Broadband, Dedicated and Satellite)				
Internet Dedicated (IDA)	DS1	17	20-30	25-35
	DS3	25	45-60	60-80
	OC3 & OC12	45	60-75	75-100
	OC48 & OC192	60	75-90	90-120
Internet DSL - Covad (Solo and Office)	DSL	36	n/a	n/a
Internet DSL - New Edge (DSL Office only)	DSL	36	n/a	n/a
Internet DSL - New Edge DSL Solo (aggregator)	DSL	51	n/a	n/a
Internet DSL (off-net)	DSL	40	n/a	n/a
Internet Broadband Satellite Office	DSL - Satellite	25	n/a	n/a
Voice Over IP (VoIP)				
IP Flexible T1 (IPFT1)	DS1	22	n/a	n/a
IP Integrated Access (IPIA) & IP Trunking (IPT)	DS1	22	n/a	n/a
Hosted IP Centrex (HIPC)				
1 dispatch request for 49 or less devices	n/a	28	n/a	n/a
2 dispatch requests for 50+ or more devices	n/a	34	n/a	n/a
Simple CPE Additions for HIPC				

No Configuration; No Dispatch; No DIDs	n/a	6	n/a	n/a
No Dispatch; No DIDs				
49 or less devices	n/a	14	n/a	n/a
50+ or more devices	n/a	17	n/a	n/a
No DIDs				
49 or less devices	n/a	17	n/a	n/a
50+ or more devices	n/a	20	n/a	n/a
Configuration, Dispatch, DID Add included				
49 or less devices	n/a	23	n/a	n/a
50+ or more devices	n/a	28	n/a	n/a
Facilities-Based Local Service Delivery On Ring, Off-Ring, UNE-L (Unbundled Loop)				
New (or add)	Business Lines	17	n/a	n/a
	Digital PBX Trunks (Min 12 trunks)			
	ISDN PRI Local			
	Full T1(24 channels)			
	DALM (Dual Active Transition/Location Move)			
Moves	Inside	15	n/a	n/a
	Outside			
	Demarc change			
	New loop or reuse			
LEC changes + Port Requests	Any request that will require an ASR (Access Service Request) or LSR (Local Service Request) other than a move change location	15	n/a	n/a
VBL (Virtual Business Line aka RCF)(Porting)	n/a	14	n/a	n/a
Transition orders	LT1 to PRI	12	n/a	n/a
	Upgrades/Downgrades			
	Circuit redesign or			

	reconfiguration w/o the LEC (i.e., FAS to NFAS)			
	DID or DID block moves			
	DID or UNEP Business Line to VBL			
	Bill Migrations			
Translations only	Business Line and Trunk group feature and feature package adds and changes	5	n/a	n/a
	Add or change pre-defined Disaster Recovery Plans			
	VBL (Native) new			
	VBL changes (i.e., # of paths or forward to number)			
	Overflow Routing (new,add or change) (inside/outside the local switch)			
	PIC change			
	ODI change			
	CNAM/LIDB change			
	NFAS to FAS			
Disconnects	n/a	15	n/a	n/a
Non-Facilities Based Orders (UNE-P Business Lines)				
New Install	n/a	14	n/a	n/a
Adds	n/a	14	n/a	n/a
Moves	n/a	10	n/a	n/a
Changes	n/a	5	n/a	n/a
Disconnects	n/a	10	n/a	n/a

Best Possible Date (BPD)

Service Delivery will always strive to achieve best possible date on an order if submitted with the standard product interval.

Best Possible Date (BPD) is equivalent to the Telco interval + 0 days:

- **Example:** Implementation submits a Local T1 order in the BellSouth region to Service Delivery with a 19-day standard interval for the CRDD (Customer Requested Due Date). BellSouth's Telco interval is 15-days. The ASR (ACCESS SERVICE REQUEST) will be submitted with a 15-day interval. Upon receipt of the FOC (Firm Order Completion), the order will be scheduled on the 17th day (two days for Operations).

Note: This is less than the standard interval, but not a Telco expedite.

Using the Best Possible Date does not always ensure that the loop will be delivered before the standard interval, but Service Delivery will strive to achieve the best date possible from the LEC (before or after the standard).

Order Cancellations

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 Business within five (5) business days. Notwithstanding any such termination, Customer will remain liable for any applicable early termination charges set forth below:

As stated in the CTSA,

A) If DIR terminates a Service or Service Component other than as set forth in subsection (h) above, or Vendor terminates an affected Service of Service Component for DIR 's Material Breach, DIR will pay termination charges as follows: (a) if termination occurs before the end of the Minimum Payment Period, DIR will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP), plus any charges incurred by Vendor from a third party (e.g., not a Vendor Affiliate) due to the termination.

B) If a direct sales transaction Customer terminates a direct sales transaction Service or a direct sales transaction Service Component other than as set forth in subsection (i) above, or Vendor terminates as affected direct sales transaction Service or direct sales transaction Service Component for direct sales transaction Customer 's Material Breach, the direct sales transaction Customer will pay termination charges as follows: (a) if termination occurs before the end of the Minimum Payment Period, the direct sales transaction Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated direct sales transaction Service or direct sales transaction Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived

or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP), plus any charges incurred by Vendor from a third party (e.g., not a Vendor Affiliate) due to the termination.

C) The termination charges set forth in subsection (j) above will not apply if a terminated Service Component, either direct sales transaction or otherwise, is replaced with an upgraded Service Component at the same time, but only if (a) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (b) the upgrade is not restricted in the applicable Service Publication.

Performance Management

Verizon will provide Customer Care and Performance Management reports as specified by DIR in the Vendor Reporting Guide.

Enhanced Reporting Capabilities

The Verizon Enterprise Center (VEC) is a one-stop portal for accessing critical information and resources on-demand. Access to important business functions is streamlined into task- oriented groupings: Orders, Invoices, Repairs, Network Tools, Resources and Enhancements. Customers are enabled to order, manage, and pay for many Verizon Business services online.

Below is a summary of the tools available, the related functionality, and benefits to the account manager and customer.

Feature	Description	Benefit to the Customer
Orders	The Verizon Enterprise Center enables customers to submit orders directly to Verizon Business using the Internet, track the status of orders, and review the history of orders. Customers can order additional services critical to their business quickly and easily using the Orders tool.	Provides customers with the ability to submit orders at their convenience, quickly check the status of those orders in one location, track order status online, and request notification when a new order is placed.
Invoices	Includes electronic delivery of the invoice, call detail and associated billing reports using the following tools: • Online Billing • Online Payment • EDI	Customers can pay online for Verizon Business services via Electronic Funds Transfer, integrate charges, perform cost allocation calculations, and store online invoices for up to seven years, while helping to reduce paper storage and disposal costs.

	• Historical Invoice • Billing Report Inbox • Usage Tracking and Analysis **Note:** Online Billing is not an option for Special Customer Agreement (SCA) customers.	
Repairs	Near real-time method of creating, viewing and updating Trouble Tickets. Circuit Testing and Analysis and Line Testing are available within the Repairs application. For customers that generate an average of 50 or more trouble tickets per month, e-Bonding is available. Applications include order management, trouble management, network management, invoice management and reporting.	Gives customers a faster, more efficient trouble resolution process via the tracking of tickets option. Customers can view status of tickets for 90 or 180 days, depending on the product. Allows customers to determine trends in trouble tickets that might require attention.
Network Tools	Provides tools to provision, modify, review, or report on Verizon Voice IP, Data, and Voice products. Network Management Tools enable routing capabilities for inbound traffic, management of features and fraud detection for outbound traffic and reconfiguration of private line networks. Tools available for Options 1, 2 and 3 Verizon Toll Free and Options 2 and 3 for outbound voice customers are: • Network Manager for Options 2 and 3 • Outbound Network Manager • Toll Free Network Manager Option 1 Network and Monitoring Tools can be used to report on inbound and outbound calling patterns, calls/usage statistics, traffic volumes, trunk/line utilization, data network performance, planned maintenance, IP VPN SLA	Critical for call center management. Network Tools allows customers to tailor inbound call routing based on staffing considerations and call volume to maximize completions. Customers can assign Calling Party Number (CPN) attributes on outbound calls to control fraud/costs. Run statistics on their call centers, discover potential fraud situations, make more efficient use of telecom products, and determine who their target markets are geographically. Also helps customers minimize change fees. MPLS WAN Analysis Reporting provides customers with the ability to retrieve granular data showing the performance of network components and assets on a hour-of-day and/or day-of-week basis. On-demand reporting allows end-users to filter data. Dynamic Bandwidth will allow a Private IP customer to view their whole VPN network configuration. Customer can

	monitoring, and Internet or website bandwidth and performance monitoring. Options 1, 2 and 3 are supported to various degrees. Reporting Tools include: • Event Monitor • Reporting Center • Traffic Monitor • Traffic Reporting • MPLS WAN Analysis • Private IP Dynamic Bandwidth Looking Glass	dynamically change their Private IP Port speed or CAR values based on daily needs of the business.
Resources	Includes updated product information, new product news, ability to update user profile information such as user name/password, technical advice and escalation paths. Houses reference material for all Verizon Business products.	Offers customers quick and easy access to product information, while providing an efficient means to update user profile and information on new products. Also provides advice on technical or security issues.
Resources	• Dashboard - enhances network management with service-level management and monitoring of customer-defined networks. • Quick Status - a brief pre-defined status on trouble tickets they may have opened. • Click to Chat - online help that allows customers to speak with a service representative for general or application specific questions on the Verizon Business Enterprise Center. Available 8:00 a.m.- 8:00 p.m., Monday through Friday. • Document Management - a secure, partitioned online location where a customer, account team representative or service personnel can post documents to be shared.	Customers can see a 360 degree view into their defined network, showing overall health and status of the network via the Dashboard. View information by county, state, national, and global. Self-manage their Verizon Business products, services, and access. Seamless access to critical data and tools. Improve productivity by efficiently managing their services. Control internal costs.

	• Languages available in nine different languages including - Dutch, French, German, Portuguese, Spanish, UK English, U.S. English, Cantonese, and Japanese.	

Customer notification of new Services awarded under the CTSA.

The State of Texas Account Team will notify customers of new Services awarded under the CTSA. In the past, Verizon will send emails to IRMs and customers who may be interested in the new services. Also, the State of Texas Account Team will provide product presentations at DIR sponsored functions.

ORDER PROCESS MANAGEMENT PLAN

This Order Process Management Plan details Verizon's processes and procedures for maintaining the integrity of the end to end order process.

If any issues should arise during the course of an order, DIR or DIR's customer should contact: Justin Stephens at Justin.stephens@verizon.com or call 214-557-9858.

Price Quotes

DIR will request price quotes through their Remedy systems via email. All price quotes will be submitted to the State of Texas Account Team at justin.stephens@verizon.com or TXDIROrders@one.verizon.comand the quotes will be provided in a timely manner back to DIR and/or its customers.

Standard Order Process

For DIR Billed Customers

Orders will be provided to Verizon via DIR's Remedy System. Verizon has been provided with a Vendor's Guide to Remedy.

For Direct Billed Customers

Orders can be placed with the State of Texas Account Team or by telephone or email:

Verizon Business Services

- Telephone: 866.849.4688
- E-Mail: govservice@verizonbusiness.com

Online Order Process (For Direct Billed Customers)

We've streamlined our ordering process to provide you simple and fast processing with regular updates. We developed a comprehensive online ordering and status mechanism available via our secure portal, the Verizon Enterprise Center, where you can initiate orders, check status, learn about our solutions, and get help if you need it.

Step 1**.** Client will **Enroll** to use the Verizon Enterprise Center:

- Go to **https://enterprisecenter.verizon.com**
- Select **Enroll Now**
- On the Enrollment page, enter your User Information and select **Submit**
- VEC will send an email to the address provided during the enrollment process and provide you the verification code.

Step 2. Client will **Create a user id and password**:

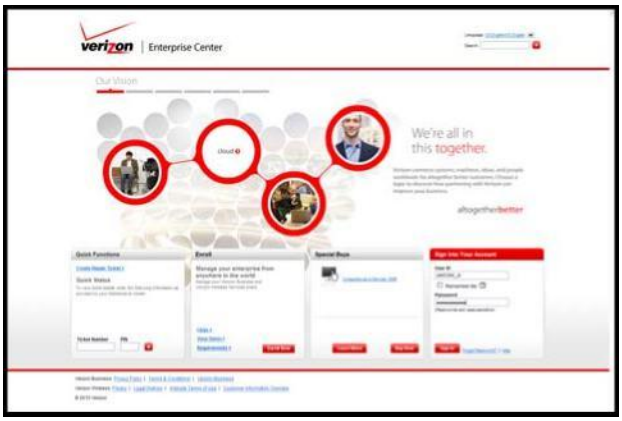
- Click on the URL contained in the Enrollment Letter to begin the registration process
- Enter the verification code and select **Next**

- Follow the instructions to create your User ID and Password. Select **Submit**
- VEC will send a confirmation email that enrollment has been completed.

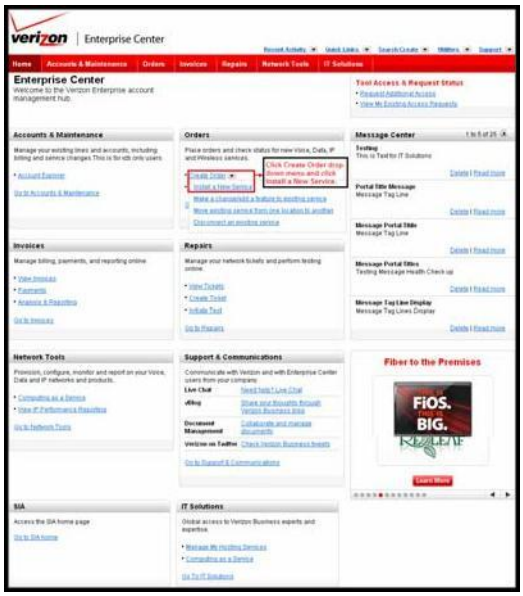
If you're registered and have Orders permissions then follow these easy steps to enter any order type (new, additions, changes, moves, disconnects or upgrades). To further assist you in the ordering process, we've provided two user-friendly options; the Guide Me Mode (steps you through the ordering process) and the Advanced Mode (faster self-navigation for those familiar). We also provide a Selected Item feature that enables you to order multiple products, view a consolidated list, before submitting your request.

Step 1: Initiate a New Order

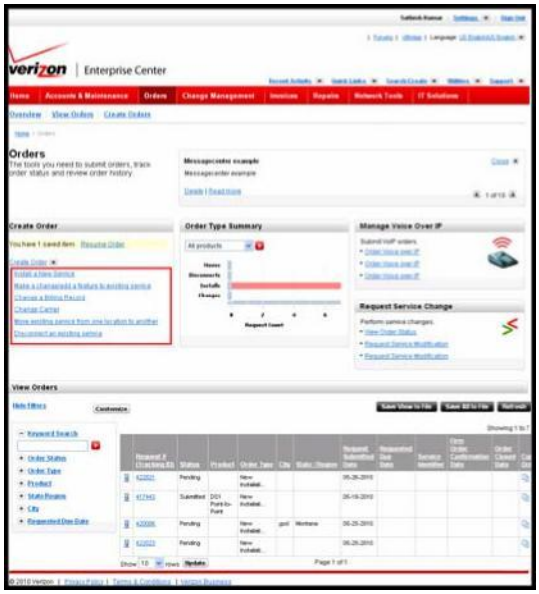
- Log in to the Verizon Enterprise Center website:
- https://enterprisecenter.verizon.com.
- **Note:** You need to be a registered user to log-in; click
- Enroll Now and follow instructions to create a User ID and Password.
- Contact your Verizon Order Management team to ensure you have permission to access the Orders application.



- Enter your User ID and Password and click Sign In and you will be sent to the Verizon Enterprise Center portal home page.



- Click on the Orders tab at the top of page or click Go to Orders located in the in the center of the page.
- The Orders tab on the Verizon Enterprise Center home page enables you to:
  - Create orders
  - Find and track orders
  - Perform a service change from the Ordering Tools section
  - Manage contact books and templates
  - View orders and save order details to a file

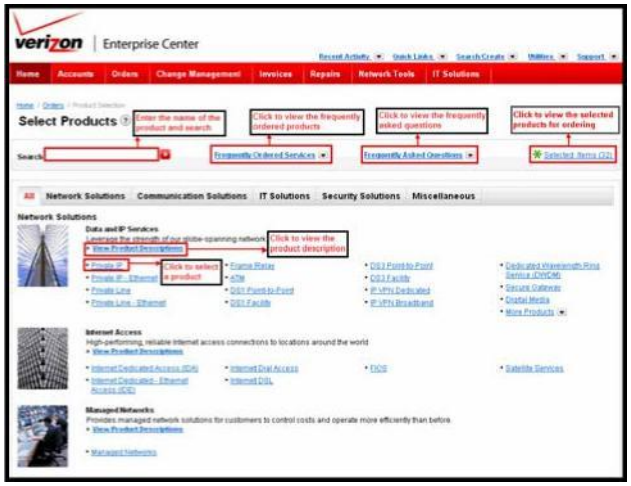


- Once in the Orders tab, go to Create Orders and select order type from the drop down menu (Install, Change, Move, or Disconnect). In our example, we selected Install a New Order.

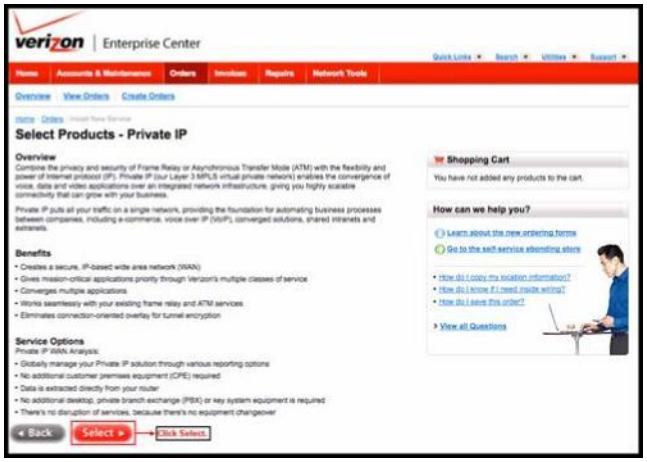
- You will be taken to the product selection page where you can also learn more about a specific product.

Step 2: Product Selection

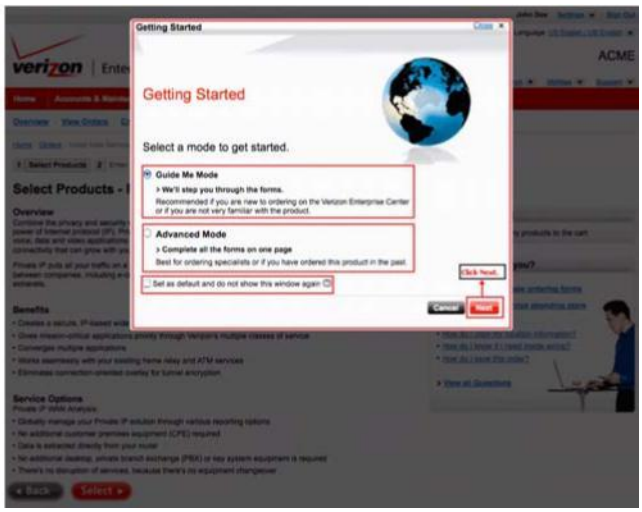
The Select Products page displays all the products you can order. You can also click on More Products to see all the products available under each product group.



- Click Learn More to view the various products available in each product category. For instance, click the Learn More link in the PIP section to view the PIP sub-products.



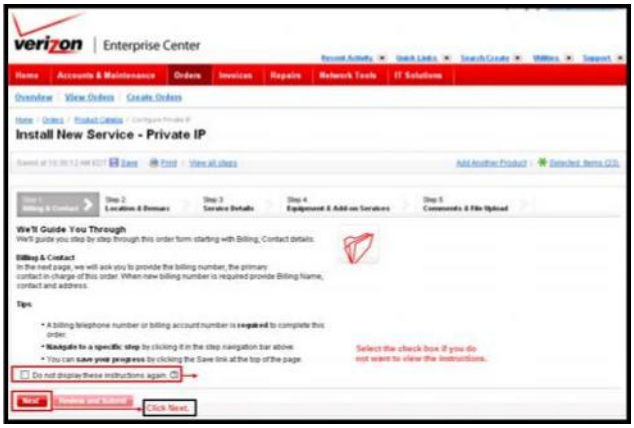
- Then click on the product you want to order (in this example, Private IP) and follow the step-by-step instructions.
- Once you're ready click Select.



- Getting Started: You will then be asked to select the Guide Me Mode or the Advanced Mode.
- The Guide Me Mode gives a brief description of the various data gathering forms that you will need to complete along with instructions and tips.
- **Note:** New or infrequent users of the Orders application may want to use the Guide Me Mode.
- In Advanced Mode you can expand and collapse the data gathering forms and view/enter the relevant information.

Step 3: Product Configuration

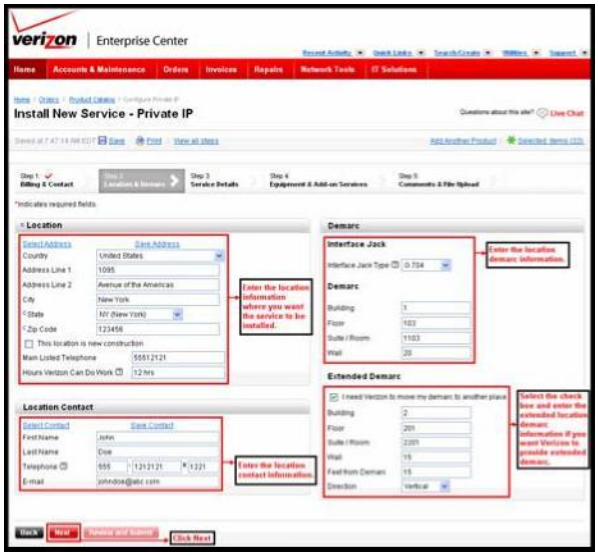
- Now you need to follow the instructions for the specific product you are ordering and the screen will prompt you with the information you need (the example screen below is in the Guide Me Mode view).



Billing & Contact Page (shown in Guide Me Mode view)

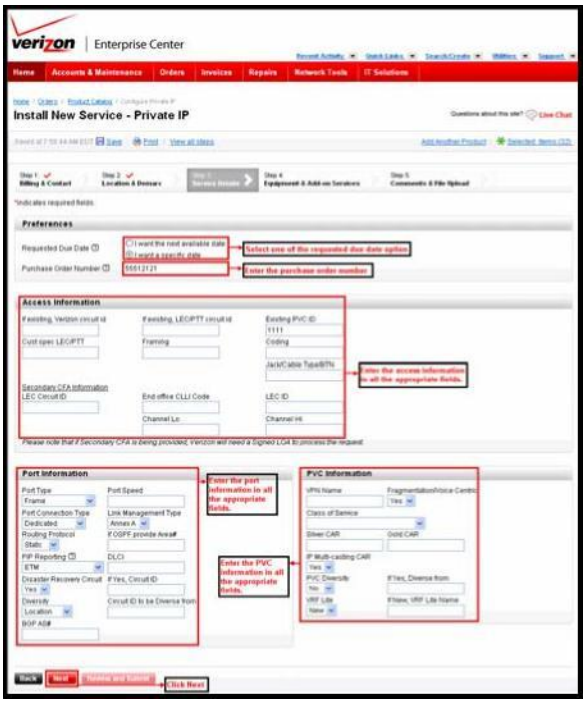
- The page provides an introduction, some tips, and a chance to go to the Advanced Mode.
- Click Next to begin entering your billing information.

- You can enter new billing information or use an existing billing account.
- Once you're done, click on Next and go to the Location & Demarc page (if you're in Guide Me Mode, you will go to an introduction screen first).



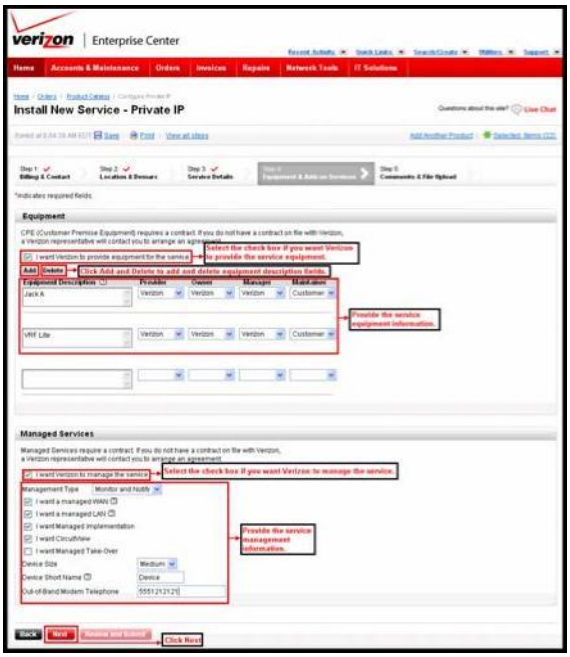
Location & Demarc (shown in Advanced Mode view)

- On the Location & Demarc information page, you enter information such as the address where you would like to install the service, the location, the wiring, etc.
- Demarc is the location within the building where your wiring ends and the access provider's wiring begins.
- Click Next and you will go to the Service Details page (if you're in Guide Me Mode, you will go to an introduction screen first).



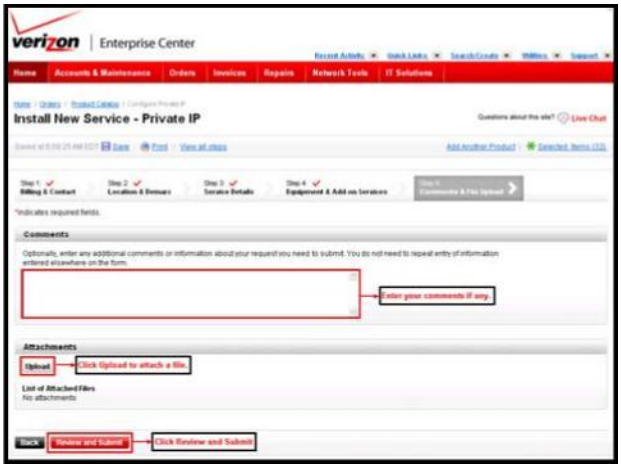
Service Details (Shown in Advanced Mode view)

- This page will step you through the type of information you will need to provide depending on which service you're ordering.
- In our Private IP example, you will need to configure the access circuit/loop, Port and PVC information from the Service Details page.
- The PVC, Permanent Virtual Circuit, takes data through the network from one point to another. A Port is the connection point between the access circuit and the PVC. Access is the wiring that goes from your demarc to the central office of your service provider.
- Click Next and you will go to the Equipment & Add-on Services page (if you're in Guide Me Mode, you will go to an introduction screen first).



Equipment & Add-on Services (shown in Advanced Mode view)

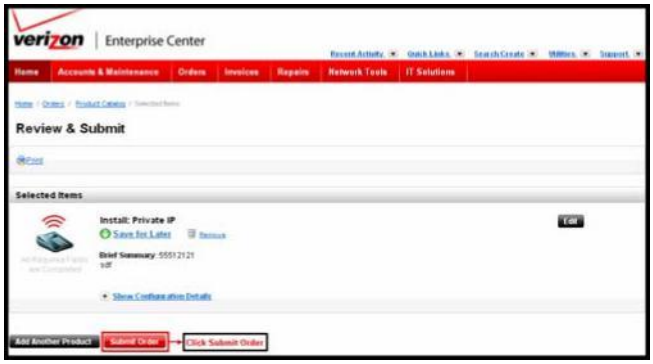
- The Equipment and Add-on Services page enables you to request customer premise equipment and also sign up for Managed Services or Site Services.
- Follow the instructions to check the boxes if you want Verizon to provide the equipment and/or manage the service.
- Click Next and you will go to the Comments & File
- Upload page (if you're in Guide Me Mode, you will go to an introduction screen first).



Comments & File Upload (shown in Advanced Mode view)

- The "Comments & File Upload" page enables you to enter your order details or upload an attachment to the order.
- Select Review and Submit

- Note: You cannot submit mixed order types like Install, Change, Move, Disconnect together. If you try to submit mixed order types, the following error message displays: An order cannot contain items of mixed order types (Install, Move, Change, and Disconnect).
- Before you can submit this order, make sure all items have the same order type. You can save the other items for later by clicking the Save for Later link.



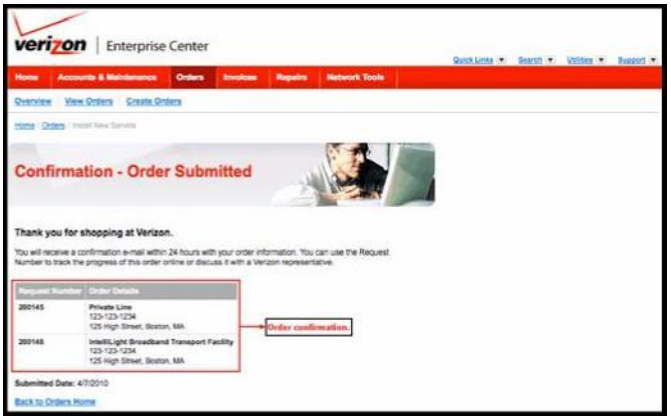
Step 4: Review and Submit (shown in Advanced Mode view)

- Review the order for data accuracy and completion of all the required information.
- Click Submit Order if complete - OR - Click Add

Another Product

- In this example, we are complete; click Submit.
- **Note:** If needed, click Edit to provide information in all the required fields in the data gathering forms to complete the ordering process.

You will be sent to a confirmation page.



Step 5: Order Confirmation

- The Confirmation - Order Submitted page display is confirming that the order has been successfully placed.

Additional Helpful Functions

- **Selected Items:** enables you to add and accumulate a list of products to purchase online, view, add or remove and then process all with a single payment.
- **View Orders:** You can search and view the status of your submitted orders in the View Orders section of the Orders page. The new Customize feature on the View Orders page lets you customize the summary of orders table. You can also download order details by clicking Save to File and The Copy order option enables you to create a replica of an existing order thus reducing the time taken to place an order.
- **Manage Contact Book:** Manage frequently used names and addresses to save time when ordering.

Additional Ordering Functions

- **Change Service:** You can request a change in service for all or selected circuits/telephone numbers under a billing account or circuit ID.
- **Change Billing Record:** You can edit the billing information such as billing name, address, contact, and tax exemption information for an existing account using the Change Billing Record service request.
- **Note:** Users require specific permissions to create Change Billing Record orders.
- **Move Service:** You can request a physical location move for all or selected individual circuits/telephone numbers under a billing account or circuit ID.
- **Disconnect Orders:** This lets you disconnect an existing service.

Need Support?

- The “How Can We Help You” feature on the “Orders” Product Details page provides instant access to answers for the questions users ask most frequently about ordering.
- “Click to Chat” online for assistance with order forms and status.
- Contact your Order Management team

Maximize the Power of the tool for your business

Take training when and how you need it:

- Access a link from the Verizon Enterprise Center (under Resources) or the link below:
- https://customertraining.verizonbusiness.com/commercial/index.htm

Standard Order Intervals

Verizon will provide DIR with order milestones as required via email responses to support the automation of the order process through DIR’s Remedy system.

In addition, Verizon will cite the applicable DIR assigned CKR on all correspondence and acknowledgements for each service instance throughout the ordering process.

The following tasks are bundled into the standard interval dates:

1. Order Acknowledgement (OA);
2. Order Confirmation (OC);
3. Firm Order Confirmation (FOC);
4. Service Order Completion Notice (SOCN);
5. Order Rejection Notice (ORN);

Product	Speed	Facilities Available	Minor Build	Major Build
		Standard Interval	Standard Interval	Standard Interval
Network Access (For Internet and VoIP Services)				
TDM-Based Access				
Verizon Business	DS0/DS1 (on-net)	10	20-30	25-35
	DS0/DS1 (off-net)	15	20-30	25-35
	DS3 (on-net)	15	45-60	60-80
	DS3 (off-net)	25	45-60	60-80
	OC3 & OC12 (on-net)	30	60-75	75-100
	OC3 & OC12 (off-net)	45	60-75	75-100
	OC48 & OC192	60	75-90	90-120
	OC768	ICB	ICB	ICB
	2.5 & 10G Wave	60	75-90	90-120
	40G Wave	ICB	ICB	ICB
Verizon ILEC	DS0	5	13-20	25-35
	DS1	7	15-30	35-67
	DS3	8	20-30	40-70
	OCN	18	25-35	45-75
Ethernet Access				
Type 1 and 3	1mg - 600mg	45	55-70	70-80
	700mg - 1G	45	70-85	75-100
Type 2	10mg, 100mg, 1000mg	45	60-75	80-90
Type 1 only - 10G UNI	1G - 10G	120	n/a	n/a
Type 4	1mg - 1G	60	n/a	n/a
Private IP Access				
	DS0/DS1	17	20-30	25-35
	DS3	25	45-60	60-80
	OC3 & OC12	45	60-75	75-100

	OC48 & OC192	ICB	ICB	ICB
Internet (Broadband, Dedicated and Satellite)				
Internet Dedicated (IDA)	DS1	17	20-30	25-35
	DS3	25	45-60	60-80
	OC3 & OC12	45	60-75	75-100
	OC48 & OC192	60	75-90	90-120
Internet DSL - Covad (Solo and Office)	DSL	36	n/a	n/a
Internet DSL - New Edge (DSL Office only)	DSL	36	n/a	n/a
Internet DSL - New Edge DSL Solo (aggregator)	DSL	51	n/a	n/a
Internet DSL (off-net)	DSL	40	n/a	n/a
Internet Broadband Satellite Office	DSL - Satellite	25	n/a	n/a
Voice Over IP (VoIP)				
IP Flexible T1 (IPFT1)	DS1	22	n/a	n/a
IP Integrated Access (IPIA) & IP Trunking (IPT)	DS1	22	n/a	n/a
Hosted IP Centrex (HIPC)				
1 dispatch request for 49 or less devices	n/a	28	n/a	n/a
2 dispatch requests for 50+ or more devices	n/a	34	n/a	n/a
Simple CPE Additions for HIPC				
No Configuration; No Dispatch; No DIDs	n/a	6	n/a	n/a
No Dispatch; No DIDs				
49 or less devices	n/a	14	n/a	n/a
50+ or more devices	n/a	17	n/a	n/a
No DIDs				
49 or less devices	n/a	17	n/a	n/a

50+ or more devices	n/a	20	n/a	n/a
Configuration, Dispatch, DID Add included				
49 or less devices	n/a	23	n/a	n/a
50+ or more devices	n/a	28	n/a	n/a
Facilities-Based Local Service Delivery On Ring, Off-Ring, UNE-L (Unbundled Loop)				
New (or add)	Business Lines	17	n/a	n/a
	Digital PBX Trunks (Min 12 trunks)			
	ISDN PRI Local			
	Full T1(24 channels)			
	DALM (Dual Active Transition/Location Move)			
Moves	Inside	15	n/a	n/a
	Outside			
	Demarc change			
	New loop or reuse			
LEC changes + Port Requests	Any request that will require an ASR (Access Service Request) or LSR (Local Service Request) other than a move change location	15	n/a	n/a
VBL (Virtual Business Line aka RCF)(Porting)	n/a	14	n/a	n/a
Transition orders	LT1 to PRI	12	n/a	n/a
	Upgrades/Downgrades			
	Circuit redesign or reconfiguration w/o the LEC (i.e., FAS to NFAS)			
	DID or DID block moves			
	DID or UNEP Business Line to VBL			
	Bill Migrations			
Translations only	Business Line and Trunk	5	n/a	n/a

	group feature and feature package adds and changes			
	Add or change pre-defined Disaster Recovery Plans			
	VBL (Native) new			
	VBL changes (i.e., # of paths or forward to number)			
	Overflow Routing (new,add or change) (inside/outside the local switch)			
	PIC change			
	ODI change			
	CNAM/LIDB change			
	NFAS to FAS			
Disconnects	n/a	15	n/a	n/a
Non-Facilities Based Orders (UNE-P Business Lines)				
New Install	n/a	14	n/a	n/a
Adds	n/a	14	n/a	n/a
Moves	n/a	10	n/a	n/a
Changes	n/a	5	n/a	n/a
Disconnects	n/a	10	n/a	n/a

Verizon will provide a SOCN to DIR and the customer only after all the components of an order are fully implemented, Verizon has completed testing, the Customer has accepted the service and the service is ready for the Customer's use.

Best Possible Date (BPD)

Service Delivery will always strive to achieve best possible date on an order if submitted with the standard product interval.

Best Possible Date (BPD) is equivalent to the Telco interval + 0 days:

- **Example:** Implementation submits a Local T1 order in the BellSouth region to Service Delivery with a 19-day standard interval for the CRDD (Customer Requested Due Date). BellSouth's Telco interval is 15-days. The ASR (ACCESS SERVICE REQUEST) will be submitted with a 15-day interval. Upon receipt of the FOC (Firm Order Completion), the order will be scheduled on the 17th day (two days for Operations).

Note: This is less than the standard interval, but not a Telco expedite.

Using the Best Possible Date does not always ensure that the loop will be delivered before the standard interval, but Service Delivery will strive to achieve the best date possible from the LEC (before or after the standard).

Order Cancellations

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 Business within five (5) business days. Notwithstanding any such termination, Customer will remain liable for any applicable early termination charges set forth below:

As stated in the CTSA,

A) If DIR terminates a Service or Service Component other than as set forth in subsection (h) above, or Vendor terminates an affected Service of Service Component for DIR 's Material Breach, DIR will pay termination charges as follows: (a) if termination occurs before the end of the Minimum Payment Period, DIR will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP), plus any charges incurred by Vendor from a third party (e.g., not a Vendor Affiliate) due to the termination.

B) If a direct sales transaction Customer terminates a direct sales transaction Service or a direct sales transaction Service Component other than as set forth in subsection (i) above, or Vendor terminates as affected direct sales transaction Service or direct sales transaction Service Component for direct sales transaction Customer 's Material Breach, the direct sales transaction Customer will pay termination charges as follows: (a) if termination occurs before the end of the Minimum Payment Period, the direct sales transaction Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated direct sales transaction Service or direct sales transaction Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not

limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP), plus any charges incurred by Vendor from a third party (e.g., not a Vendor Affiliate) due to the termination.

C) The termination charges set forth in subsection (j) above will not apply if a terminated Service Component, either direct sales transaction or otherwise, is replaced with an upgraded Service Component at the same time, but only if (a) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (b) the upgrade is not restricted in the applicable Service Publication.

Telecommunications Service Priority (TSP)

I. DESCRIPTION:

The Telecommunications Service Priority (TSP) program is a federally-established program under which the Office of Priority Telecommunications in the Executive Office of the President prioritizes the restoration and provisioning of telecommunications services – including services to private companies and institutions -- that support national security or emergency preparedness (NS/EP). The FCC defines telecommunications services under the TSP program to include the sending and receiving of signals or most any kind, by virtually any means. NS/EP services are those used to maintain a state of readiness or to respond to and manage any event or crisis (local, national, or international) that causes or could cause injury or harm to the population, damage to or loss of property, or that degrades or threatens the NS/EP posture of the United States. For telecommunications services enrolled in the program, the Company will provision and restore TSP-coded circuits, and provide TSP Special Construction services, under the terms set forth in this TSP service product description, and as required by the FCC's TSP regulations (currently at 47 CFR Part 64, Subpart D, Appendix A), and other applicable law. TSP services are in two categories: Priority Provisioning (including Emergency Provisioning and Essential Provisioning) and Priority Restoration.

II. DEFINITIONS: The Online Definitions apply.

III. FEATURES: The following features are available on a per-circuit basis. A Customer may subscribe to either Emergency Provisioning or Essential Provisioning for a circuit, but may not subscribe to both.

1. Emergency Provisioning is provided by the Company in response to an emergency, when the Customer's need for a service is critical and must be provisioned at the earliest possible time, without regard to the cost to the Customer. In Emergency Provisioning the Company will take immediate action to allocate the resources necessary to provision circuit(s) and any related special construction assigned an Emergency Provisioning priority level as soon as possible, including dispatching personnel outside normal Company business hours.

2. Essential Provisioning is provided for new essential NS/EP service that must be installed by a specific date that cannot be met using normal Company business procedures. In Essential Provisioning, the Company will adjust its resources to make its best effort to provision the circuit(s) and any related special construction assigned an Essential

Provisioning priority level, by the requested service due date, based on the priority level assigned.

3. Priority Restoration designation establishes priorities for restoring NS/EP service in the event of an outage or failure of multiple services. The Company will dispatch personnel outside normal business hours if necessary to restore circuit(s) (and provide any related special construction) assigned a Priority Restoration level of 1, 2, or 3. The Company will dispatch personnel outside normal business hours to restore circuits (and provide any related special construction) assigned a Priority Restoration level of 4 or 5 only when the next business day is more than 24 hours away.

Online Order Process Management Tools

Verizon Enterprise Center Order Tool

The Orders tool enables customers to place, track and manage orders for products and services online via the Verizon Enterprise Center. The Orders tool offers customers a simplified and streamlined order process.

A user-friendly "guide me" mode is available to take customers through every step of submitting an order. As customers become familiar with the required order data, they may choose the "advanced mode" to see all order fields displayed on a single form. Users may also copy previous orders to save time entering common data when ordering like products and services.

Confirmation information and "at a glance" status updates may be accessed by customers 24 x7 in a single view from the Orders tool.

Feature	Description
Submit Change Requests	This order tool enables customers to request a technical change to their service, such as a Move, Add, Up- or downgrade or Cessation; the so called MAC-D requests. The customer request will reach the Verizon Business Sales Team as a Service Request
View Order Status	This order tool enables customers to view the status of their orders on a real-time basis.

eBonding for Order Management

eBonding for Order Management allows Customers to electronically submit service requests and / or request and receive detailed service order status reports. Customers will have visibility into detailed order information allowing them to resolve jeopardies more quickly, helping to improve installation intervals.

Ordering capabilities are available for Verizon Business ILEC products, with flow-through provisioning for high volume products such as POTS, Centrex and ISDN.

Order status functionality is detailed below:

- Ability to request open order lists and details based on flexible search criteria.
- Query by order tracking number
- Query by status (pending, activated, cancelled, all)
- Query by product
- Query by date

Request order status details

- **Milestones**. These are the key activities which describe the movement of an order to completion including loop installation date, service activation, billing start date, and much more.
- **Jeopardies.** These are alerts to conditions that may prevent an order from being fulfilled such as incomplete order, incorrect billing information, missing contract information, and much more.
- **Order Attributes.** These include Customer billing information, order, product name, order tracking number, order status, and much more.

CHANGE MANAGEMENT PLAN

At this time, only changes that affect services where DIR is the customer of record should be reported to DIR. DIR reserves the right to request that all changes affecting any service under the Tex-AN NG CTSA be reported in the future.

For direct billed services, Verizon will provide RFC notification directly to the affected customer.

Janet Smith will be Verizon's change manager assigned to DIR and will attend all relevant change management related meetings including weekly conference calls, voice and document concerns of potential negative impact of proposed changes, make recommendations for implementation, further analysis, or deferment, and be available for consultation should an emergency Request for Change (RFC) be submitted.

Verizon Business performs maintenance on our network on an ongoing basis. This maintenance is necessary to ensure that the network is operating at peak efficiency and that new technologies are added as they are proven. Scheduled maintenance windows occur every month on approximately the third week of the month.

Verizon will provide DIR with a Request for Change (RFC) as outlined in the Vendor Reporting Guide no less than ten (10) business days prior to the execution for any changes that will impact DIR or its Customers. The RFC will include the following information at a minimum:

1. Change Requestor Information;
2. A summary of the proposed Change;
3. Reason for the proposed Change;
4. List of affected systems, policies and procedures;
5. Change Category;
6. Change Priority;
7. Change contact information;
8. Description of test strategy and test completion results;
9. Description of implementation methodology and the Requirements (if any) of other entities including other Vendors, DIR, DIR Customer(s);
10. Rollback procedures; and
11. Proposed implementation timeline including multi step Change information, if applicable.

Verizon will provide Infrastructure Change/Release Management Reports on a weekly basis. This report shall provide a forward schedule of Changes and maintain a history of Changes that were proposed, scheduled and completed or abandoned with descriptions of results.

Verizon will be responsible for coordinating the activities of all Changes with DIR and other Vendors as necessary to ensure that appropriate resources are available for monitoring, testing and implementation.

Verizon will provide an After Action Report (AAR), including root cause analyses and corrective actions, following any unsuccessful Change or any Change which results in an unexpected negative impact to DIR or Customers.. This report shall be provided within three (3) business days of the change incident. If root cause cannot be determined within three (3) business days, the Vendor shall notify DIR of its timeframe to identify route cause and provide a complete AAR.

Changes will be reviewed by a DIR Change Management Board (CMB). The CMB will have the authority, in its sole and absolute discretion, to authorize the Change, postpone the Change, or deny the Change entirely depending on the information provided and the readiness of all parties associated with the Change. DIR reserves the right to request a delay to or deny any RFC. Some reasons for deferring a Change are, but are not limited to:

A. Risk is too high;

B. Change does not make business sense;

C. Resources are not available (router, cable, bandwidth, etc.);

D. Not enough information to support the Change; and/or

E. Scheduling conflicts.

In addition to customer notifications, Verizon also performs the following network management functions:

- Opens one all encompassing ticket for each Planned Network Event (PNE) that includes all customers affected by that network maintenance activity
- Tracks the PNE tickets for closure
- Proactively monitors the network for failures, opens tickets for affected customers, and clears alarms once the customer has been made aware of the failure

Verizon currently performs these network monitoring and customer notification functions twenty-four hours a day, seven days a week.

Scheduled Maintenance by Verizon Business

The duration and timing of planned outages is carefully scheduled, mainly outside normal working hours in a predefined service window, to ensure minimum inconvenience for DIR or Customer

Before Service Maintenance can be done several steps need to be taken. These will be described below:

In case DIR or Customer Service desk accept Scheduled Maintenance, it will be executed as agreed.

In case DIR or Customer Service desk does not accept Scheduled Maintenance, Verizon Business Service desk will assess if an alternative maintenance window can be proposed. (Process restart from point 1.)

If a planned outage exceeds the agreed period of interruption, the outage will be treated by Verizon Business Service desk as a priority 1 fault. A Trouble Ticket shall be opened which

should be considered for escalation immediately, unless the customer(s) have previously agreed to an extension of the outage period.

Occasionally Verizon Business is obliged to carry out emergency maintenance works. This unforeseen work with immediate impact on DIR or Customers will be completed as soon as possible with the highest priority. Verizon Business strives to inform Customers as early as possible (by Email, Phone), and Verizon Business will open a Trouble Ticket for the purpose of the emergency maintenance. If the emergency maintenance runs out the proposed time frame, that will be considered as an outage

In the event of a maintenance situation to DIR or Customer's site (whether planned or emergency), Verizon Business will send an e-mail with the relevant information to the DIR or Customer's pre-defined list of contacts specifying the date and time of the operation and the expected duration.

Maintenance Window

In general Verizon Business strives to carry out the scheduled maintenance works during a pre-defined maintenance window to optimize the activities and minimize the impact for our customers.

Maintenance On	Maintenance Window	
Transmission Backbone	Monday – Friday	23:00 – 06:00 local time
	Saturday – Sunday	00:00 – 24:00 local time
IP Backbone	Monday – Friday	00:00 – 06:00 local time
	Saturday – Sunday	00:00 – 06:00 local time

The above mentioned planned and emergency maintenance pertain to the Verizon Business backbone infrastructures globally. Whenever scheduled maintenance is planned on customer equipment (pertaining to the Dedicated Internet Access, Security Services, Private IP on-site or Co-location Services) it will always be executed case by case on a mutually agreed date / time and time-window.

Scheduled Maintenance by DIR or Customer

A Trouble Ticket would not need to be opened with the Verizon Business Customer Center, unless a customer requires Verizon Business resource (such as engineer) support during the maintenance window. A priority 4 ticket can be opened for this by DIR or Customer.

- If however, after the maintenance window, there is an issue or outage, DIR or Customer needs to open a Trouble Ticket with the Verizon Business Customer Support Center.

Online Change Management Tools

Our electronic service management tools are designed to provide online access to your data, 24 hours a day, seven days a week, with key customer-to-carrier touch points and a wide choice of entry methods – from web-based desktop to system-to-system access through your own applications.

This is the essence of customer enablement and it's available through three unique services.

Online Service Management Tools: The Verizon Enterprise Center is a useful and environmentally-friendly online service management tool portal that helps you do business with us on your terms – when and where you need to. You can use the Center to place orders, view and pay invoices, create trouble tickets and analytical reports, and monitor and manage your communications services. The Center provides access to near real-time information so you can make informed decisions about your domestic and global networks.

Also, with Verizon Business and Verizon Wireless united on the same portal, large businesses and government agencies experience a seamless online experience with single sign-on to their information via the Center.

System Integration to Service Management Tools: eBonding services provide a seamless system-to-system connection that integrates your enterprise activities with our infrastructure benefiting you through automation that makes processes more efficient, allowing you to handle large numbers of transactions, and providing you with access to data right from your desktop.

Verizon Enterprise Center Dashboard

When it comes to managing the performance of your networks across the country or around the globe, you need quick data access. Verizon Enterprise Center Dashboard is our customizable, network monitoring tool that gives you a comprehensive view of your business landscape from the big picture down to the details.

Eligible Verizon Business voice, IP, and data customers can manage their network resources more efficiently through a single overview of network alarms, trouble ticket status updates, network availability trends, and scheduled network maintenance event notices.

You even can receive severe-weather advisories via the National Oceanic and Atmospheric Association (NOAA) right on your Dashboard to help you plan for contingencies. This feature provides continual updates and you also can zoom in on the map to view specific information for individual locations.

Fault Management

- Identify network concerns in a timely manner with timely network alarms
- Receive quick updates and navigate between your graphical network view and integrated repair functions with one click
- Analyze ticket trends and track Service Level Agreements (SLA) performance through powerful visual reports and drill-down capabilities

Performance Management

- Obtain data to make informed decisions via network utilization summaries
- Analyze network performance with comprehensive, auto-generated, and unique ad-hoc reports
- View SLA reporting and conformance trends

Configuration Management

- View your service and product topology with network inventory maps

- Receive scheduled maintenance event notices and impacted circuits/facilities information
- Receive timely updates and navigate between your graphical inventory view and integrated order functions in one click

Features

The Verizon Enterprise Center portal was designed for easy navigation and provides you with several important business functions to help streamline your business.

Feature	Description	Allows You To:
Orders	The Orders page is your one-stop shop for ordering and requesting service changes for many data and voice products.	▪ Place online orders ▪ Request moves, adds, changes, and disconnects to your service ▪ Obtain account status and milestone reports ▪ Download recent orders summary
Invoices	Through the Invoices homepage you can view, analyze, and pay invoices electronically.	▪ Review current charges across many business products ▪ View past bills ▪ Make online payments, including a "pay now" option ▪ Customize daily call records to monitor, trend, and analyze usage
Repairs	The online Repairs application gives you the flexibility to self-manage your products and services from virtually anywhere, any time, without making a phone call.	▪ Create, view, and update trouble tickets for voice, data, IP VPN, and Internet services ▪ Self-test your circuits without calling your service center ▪ View open ticket status activities to stay informed of progress ▪ View ticket history to monitor performance trends
Network Tools	The Network Tools homepage offers easy product management. With this tool you have the ability to provision, configure, and modify your voice and data networks, as well as administer Internet and e-mail accounts.	▪ Connect to our state-of-the-art tools to help you run your business and call centers more effectively and efficiently ▪ Track lost calls and help improve call-handling times ▪ Trouble shoot incomplete and blocked calls ▪ Analyze data to help determine accurate staffing levels ▪ Right-size your network ▪ Pinpoint critical information quickly and efficiently ▪ Balance heavy, toll-free traffic loads

Feature	Description	Allows You To:
		▪ Preset routing plans for each toll-free number and modify options in a near real-time environment. Configure your routing now so it is ready to be implemented in the event of natural disasters, snowstorms, or even power outages.
Resources	The Resources page can help you understand your Verizon Business products better.	▪ Get quick and easy access to up-to-date product information through our forms shortcuts or downloadable eFTP client ▪ Find IP reference tools, service level agreements, IP domain tools, and general reference tools, including tariffs, USOC (Uniform Service Order Code) manuals, and product availability information

Support

Verizon Enterprise Center delivers customizable business lifecycle, operations, and analytics support for your enterprise needs.

Business Lifecycle Support

Verizon Enterprise Center makes an eBusiness solution possible that will provide support throughout your business lifecycle. These tools extend beyond network management to include customer premises equipment (CPE), orders, billing, and inventory, to name a few.

- Network management
- Order entry and tracking
- Billing – view and payment
- Entitlement management
- Inventory visibility

Operational Support

To give you better command and control of your business operations, our operational support tools allow you to monitor your network, self-test circuits, and — for some applications — eBond your systems to ours.

- Network performance monitoring
- On-demand network and bandwidth control
- Network self-test capabilities
- Direct bonding

Analytical Support

Diagnostics can offer insights you need to understand your business better. Our analytical support provides tools to evaluate performance, customize bill reports, use forecasting models, and more.

- Link performance to Service Level Agreements
- Contract renewals
- Customized billing reports
- Forecasting and modeling tools - including "What if?" analysis

eBonding

eBonding is a system-to-system interface that enables true end-to-end business process integration between a customer's internal applications and Verizon's back-office systems for issue, asset, order, and network management.

eBonding is primarily for customers with a high volume of tickets and orders per month that would gain the most operational efficiencies from fully automating their business transactions with Verizon.

eBonding services currently supported include:

- Incident Management
- Circuit Testing
- Network Alarms
- Maintenance Advisories
- Order Management
- Inventory Reporting

Customers can select eBonding options from this list tailored to meet their distinct business needs and available resources.

eBonding for Incident Management

eBonding for Incident Management provides for automated trouble ticket case exchange between a customer's help desk application and Verizon.

Feature	Description	Benefit
Customer has the choice of messaging implementation: either two-way ("push/pull") publishing or one-way ("pull") customer initiated messaging.	Two-way proactive publishing means the customer and Verizon update each other's systems in near real-time. With two-way communications: ▪ Customers can submit create ticket or update ticket requests as needed with near real time responses from eBonding.	Network efficiencies ▪ Improves total time-to-repair (TTR) by reducing the time it takes to refer a ticket from the customer's system to the Verizon system and by providing immediate visibility to ticket state and status. ▪ Users can make better support decisions and

Feature	Description	Benefit
	▪ Tickets initiated in a Verizon system can automatically create an incident in the customer's internal application. ▪ Verizon automatically sends the customer all updates on Verizon trouble tickets whenever an event occurs on a ticket. One-way publishing is a communications mechanism where the customer initiates all sessions including requests for trouble ticket information updates. ▪ One-way communications may be easier to implement for customers building their own basic application interface, but does not provide for event driven, proactive publishing from Verizon.	respond to task requests more quickly. Labor efficiencies ▪ Eliminate swivel chair ▪ Eliminate duplicate data entry ▪ Reduced trouble ticket reworks and requests for clarification Greater visibility ▪ Visibility into trouble ticket activity detail allow customers to create their own analysis and reports for greater accountability
Proactive or Verizon-initiated transactions via two-way communications.	New tickets are published to the customer's help desk immediately after ticket creation Updates to an existing eBonded ticket will be reflected in the customer's help desk ticket in near real time. For example, Verizon lets the customer know when the incident is on maintenance time, resolved or closed.	Customer has immediate visibility into new incidents and the status of existing issues with their Verizon services.
Reactive or Customer-initiated transactions.	▪ Create a trouble ticket ▪ Modify a trouble ticket ▪ Retrieve trouble ticket detail and updates ▪ Cancel or close a trouble ticket ▪ Add comments ▪ Request trouble ticket status (for single ticket or all tickets in a specified time frame) ▪ Request escalation of a trouble ticket ▪ Request to reopen a trouble ticket	Customer communicates incidents and activities associated with those incidents directly from their help desk to the Verizon engineers in near real time.

Feature	Description	Benefit
	▪ Request to monitor an incident	
Single interface for all incidents.	▪ Ability to open an incident on any service with Verizon, including local, long distance, data, internet and managed services via the same interface	Resource efficiencies. ▪ It is more cost-effective to build one vs. multiple interfaces into Verizon Ease of use. ▪ Customer uses the same process and forms to open an incident across their portfolio of Verizon services

eBonding for Circuit Testing

eBonding for Circuit Testing provides for customer initiated automated testing of circuits with integration to trouble management services.

Feature	Description	Benefit
Ability to perform an inventory search based on flexible search criteria	▪ Query by geographic location ▪ Query by circuit characteristics	Labor efficiencies ▪ Eliminate swivel chair ▪ Relieves customer from having to wait for inventory information from Verizon.
Circuit Topology Research is performed before beginning a test	▪ Circuit characteristics provided ▪ DXC Alarm errors ▪ DXC Performance errors ▪ DXC Configuration/Cross-connect errors ▪ Current fiber outage that may be impacting this circuit ▪ Current tickets associated with this circuit ▪ Status if circuit is currently under Test or Monitor with Verizon ▪ Quick Port Monitor for Frame Circuits	Greater visibility ▪ Greater visibility into circuit topology and configuration offers the opportunity for improved business operations.
Circuit Monitor Test	▪ Monitors live data activity ▪ Specify monitor duration ▪ Check the status of the test ▪ High level analysis of results ▪ Proactive action taken on failed test	Simplified customer workflow ▪ Circuit testing allows the customer to investigate the fitness of a circuit without opening a trouble ticket.

Feature	Description	Benefit
	results	
Circuit Test	▪ Intrusive test that takes circuit down for least duration ▪ Automatically opens a Priority 1 ticket in ETMS and enters test results in the ticket for failed tests when an outage is detected and there are no open Priority 1 tickets opened against that circuit.	Network efficiencies ▪ Improved time-to-repair by proactively and more efficiently identifying and reporting network troubles to Verizon. ▪ Greater network availability resulting from improved time-to-repair represents real user productivity gains to the customer. Greater visibility ▪ Greater visibility into circuit issues will allow the customer to assign tickets to the appropriate trouble resolution group more effectively. Test results can be stored offline for benchmarking and analysis reporting for improved network planning.

eBonding for Network Alarms

eBonding for Network Alarms delivers circuit, switch and managed device alarms and alarm milestones in near real-time directly to the customer's network management tool. Through this service customers will benefit from network alarm and trouble ticket correlation capabilities available through the award winning Verizon Integrated Management Platform for Advanced Communications Technologies (IMPACT).

Feature	Description	Benefit
One-way, "push" interface	Transactions are initiated by Verizon	Verizon Enhanced Visibility ▪ Near real-time visibility into network health and operational status ▪ Monitor network events as they are worked. Operational Efficiencies ▪ Reduction in customer time spent monitoring network Improved customer experience ▪ Customer leverages existing application(s) to monitor the operational
Publish New Alarms and Alarm Milestones	Verizon will proactively publish new alarms and alarm status changes/milestones updates, from highest severity to a clear state, to the customer's network management tool in near real time	
Alarm and Ticket Correlation	Receive details of the trouble tickets associated with network alarms. This includes automated and manual tickets.	
Alarm Properties Attributes Detail	Detailed alarm properties attributes for each individual alarm condition for trouble shooting information purposes. Information provided includes: ▪ Alarm ID ▪ Alarm Severity	

Feature	Description	Benefit
	▪ Alarm Date/Time ▪ Ticket ID ▪ Location (A/Z) ▪ Service Type ▪ Circuit ID ▪ Equipment Type ▪ Device ID ▪ Alarm Status	status of Verizon services

eBonding for Maintenance Advisories

eBonding for Maintenance Advisories allows customers to query Verizon's MASTARS (Maintenance Activity Scheduling Tracking and Reporting System) database for maintenance events that might impact their Verizon services. Verizon can also proactively publish maintenance event details to the customer's help desk or network management system.

Feature	Description	Benefit
Customer has the choice of messaging implementation: either two-way ("push/pull") publishing or one-way ("pull") customer initiated messaging.	With two-way communications customers can query MASTARS for maintenance events that impact their Verizon services and Verizon can proactively publish these events to the customer's help desk or network management application. One-way publishing is a communications mechanism where the customer initiates all sessions. In this case they would initiate the MASTARS queries. One-way communications may be easier to implement for customers building their own basic application interface, but does not provide for event driven, proactive publishing from Verizon.	Flexibility of integration ▪ Verizon offers multiple implementation options to accommodate the customer's resource availability and requirements.
Search Maintenance Requests	Customers can query MASTARS for a list of events by: ▪ Impacted Equipment ID (ex: Circuit ID) ▪ Maintenance Start / Stop Time ▪ Status (WA: Waiting for approval, P: Pending, D: Denied, C: Canceled, A: Approved) MASTARS returns the following set of attributes:	Improved customer experience ▪ Customer leverages existing application(s) to view and manage the availability of Verizon services

Feature	Description	Benefit
	▪ MASTARS Request # ▪ Request Creation Date ▪ Status ▪ Agent Reference Number ▪ Maintenance Date from / to	
View Maintenance Requests	Customer queries MASTARS by Request number for the details associated with a maintenance event. MASTARS returns the following attributes: ▪ Request type: Low / High Risk Work or Demand Work indicator ▪ Ticket reference number ▪ Company name ▪ Work description ▪ Location of Work: (Country, City, State) ▪ Event list – Event Code – Start / Stop Date/Time – Item list Item type: Circuit or Equipment Item ID: Network element identifier. Impact Type: Hits, Potentially or Outage) Number of outages Outage Duration Duration unit: (minutes, seconds, milliseconds) ▪ Contact information	
Receive Maintenance Requests	MASTARS identifies an event that impacts the entitled customer and proactively pushes the details to the customer's application. Attributes provided include: ▪ Request ID	Enhanced Visibility ▪ Customers will be able to manage their networks more effectively with advanced knowledge of service-impacting

Feature	Description	Benefit
	▪ Subject ▪ Agent POC Name ▪ Notification Type (Approval, Cancel, Reschedule) ▪ Event list – Event ID – Event Date From / To – Duration – Circuit List Circuit ID ▪ Maintenance Location ▪ Send Date ▪ Notification ID ▪ Full Message	maintenance events

eBonding for Order Management

Order Management allows customers to electronically submit service requests and obtain detailed service order status reports for a wide range of products.

Feature	Description	Benefit
Ability to submit orders for new service requests	Customer systems may submit orders requesting new Voice, Data and Internet services as well as CPE. Service features include: ▪ Create order for new service request – Support for more than 70 services in the Verizon product portfolio ▪ Get Product List to see what products are supported ▪ Address Validation	Labor efficiencies ▪ Eliminates re-keying ▪ Avoids "swivel chair" and faxes or e-mails ▪ Immediate notification of issues Simplified workflow ▪ Leverages existing application interfaces and databases ▪ Automates messaging exchange Great visibility ▪ Customer will have direct access to the most up to date order status information for improved asset management.
Request order status details	Provides customer with current state and status of the service request including: Milestones – These are the key activities which describe the movement of an order to completion including loop installation date, service activation, billing start date, and much more. Jeopardies – These are alerts to conditions	

Feature	Description	Benefit
	that may prevent an order from being fulfilled such as incomplete order, incorrect billing information, missing contract information, and much more. Order Attributes – These include customer billing information, order, product name, order tracking number, order status, and much more.	
Submit MACD order types (moves, adds, changes, deletes)	Customers may update existing services including moves, adds (i.e., more circuits to an existing trunk), changes and deletes.	
Modify order requests	Customer may Supplement Order to allow changes to previously submitted requests or Cancel Order to withdraw the request	

eBonding for Inventory Reporting

Feature	Description	Benefit
Provides the ability to request detailed circuit, card, access configuration, PVC configuration, switched voice, Internet services, managed services, toll-free, and CPE inventory information based on flexible search criteria.	Search criteria ▪ Query by customer identifier such as NASP ID ▪ Query by product ▪ Query by geographic location ▪ Query by circuit ID ▪ Query by circuit status Details provided ▪ Account and billing information (account number, billing number, BTN, account contact) ▪ Location information (name, street, city, state, zip, country) ▪ Product Information (product type, speed, status)	Network efficiencies ▪ Greater visibility into detailed inventory information will allow the customer to make better informed capacity planning decisions. ▪ A better understanding of network topology and circuit configuration leads to improved business operations. Labor efficiencies ▪ Relieves customers from having to wait to receive inventory reports from the account team. Great visibility ▪ Greater visibility into timely and accurate inventory information facilitates the customer's ability to perform billing reconciliation.

[redacted]

Online Inventory Management Tools

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Fault Management

- Identify network concerns in a timely manner with timely network alarms
- Receive quick updates and navigate between your graphical network view and integrated repair functions with one click
- Analyze ticket trends and track Service Level Agreements (SLA) performance through powerful visual reports and drill-down capabilities

Performance Management

- Obtain data to make informed decisions via network utilization summaries
- Analyze network performance with comprehensive, auto-generated, and unique ad-hoc reports
- View SLA reporting and conformance trends

Configuration Management

- View your service and product topology with network inventory maps
- Receive scheduled maintenance event notices and impacted circuits/facilities information
- Receive timely updates and navigate between your graphical inventory view and integrated order functions in one click

Features

The Verizon Enterprise Center portal was designed for easy navigation and provides you with several important business functions to help streamline your business.

Feature	Description	Allows You To:
Orders	The Orders page is your one-stop shop for ordering and requesting service changes for many data and voice products.	▪ Place online orders ▪ Request moves, adds, changes, and disconnects to your service ▪ Obtain account status and milestone reports ▪ Download recent orders summary
Invoices	Through the Invoices homepage you can view, analyze, and pay invoices electronically.	▪ Review current charges across many business products ▪ View past bills ▪ Make online payments, including a "pay now" option ▪ Customize daily call records to monitor, trend, and analyze usage
Repairs	The online Repairs application gives you the flexibility to self-manage your products and services from virtually anywhere, anytime, without making a phone call.	▪ Create, view, and update trouble tickets for voice, data, IP VPN, and Internet services ▪ Self-test your circuits without calling your service center ▪ View open ticket status activities to stay informed of progress ▪ View ticket history to monitor performance trends
Network Tools	The Network Tools homepage offers easy product management. With this tool you have the ability to provision, configure, and modify your voice and data networks, as well as administer	▪ Connect to our state-of-the-art tools to help you run your business and call centers more effectively and efficiently ▪ Track lost calls and help improve call-

Feature	Description	Allows You To:
	Internet and e-mail accounts.	handling times ▪ Trouble shoot incomplete and blocked calls ▪ Analyze data to help determine accurate staffing levels ▪ Right-size your network ▪ Pinpoint critical information quickly and efficiently ▪ Balance heavy, toll-free traffic loads ▪ Preset routing plans for each toll-free number and modify options in a near real-time environment. Configure your routing now so it is ready to be implemented in the event of natural disasters, snowstorms, or even power outages.
Resources	The Resources page can help you understand your Verizon Business products better.	▪ Get quick and easy access to up-to-date product information through our forms shortcuts or downloadable eFTP client ▪ Find IP reference tools, service level agreements, IP domain tools, and general reference tools, including tariffs, USOC (Uniform Service Order Code) manuals, and product availability information

Support

Verizon Enterprise Center delivers customizable business lifecycle, operations, and analytics support for your enterprise needs.

Business Lifecycle Support

Verizon Enterprise Center makes an eBusiness solution possible that will provide support throughout your business lifecycle. These tools extend beyond network management to include customer premises equipment (CPE), orders, billing, and inventory, to name a few.

- Network management
- Order entry and tracking
- Billing – view and payment
- Entitlement management
- Inventory visibility

Operational Support

To give you better command and control of your business operations, our operational support tools allow you to monitor your network, self-test circuits, and — for some applications — eBond your systems to ours.

- Network performance monitoring
- On-demand network and bandwidth control
- Network self-test capabilities
- Direct bonding

Analytical Support

Diagnostics can offer insights you need to understand your business better. Our analytical support provides tools to evaluate performance, customize bill reports, use forecasting models, and more.

- Link performance to Service Level Agreements
- Contract renewals
- Customized billing reports
- Forecasting and modeling tools - including "What if?" analysis

eBonding

eBonding is a system-to-system interface that enables true end-to-end business process integration between a customer's internal applications and Verizon's back-office systems for issue, asset, order, and network management.

eBonding is primarily for customers with a high volume of tickets and orders per month that would gain the most operational efficiencies from fully automating their business transactions with Verizon.

eBonding services currently supported include:

- Incident Management
- Circuit Testing
- Network Alarms
- Maintenance Advisories
- Order Management
- Inventory Reporting

Customers can select eBonding options from this list tailored to meet their distinct business needs and available resources.

eBonding for Incident Management

eBonding for Incident Management provides for automated trouble ticket case exchange between a customer's help desk application and Verizon.

Feature	Description	Benefit
Customer has the choice of messaging implementation: either two-way ("push/pull")	Two-way proactive publishing means the customer and Verizon update each other's systems in	Network efficiencies ▪ Improves total time-to-repair

Feature	Description	Benefit
publishing or one-way ("pull") customer initiated messaging.	near real-time. With two-way communications: ▪ Customers can submit create ticket or update ticket requests as needed with near real time responses from eBonding. ▪ Tickets initiated in a Verizon system can automatically create an incident in the customer's internal application. ▪ Verizon automatically sends the customer all updates on Verizon trouble tickets whenever an event occurs on a ticket. One-way publishing is a communications mechanism where the customer initiates all sessions including requests for trouble ticket information updates. ▪ One-way communications may be easier to implement for customers building their own basic application interface, but does not provide for event driven, proactive publishing from Verizon.	(TTR) by reducing the time it takes to refer a ticket from the customer's system to the Verizon system and by providing immediate visibility to ticket state and status. ▪ Users can make better support decisions and respond to task requests more quickly. Labor efficiencies ▪ Eliminate swivel chair ▪ Eliminate duplicate data entry ▪ Reduced trouble ticket reworks and requests for clarification Greater visibility ▪ Visibility into trouble ticket activity detail allow customers to create their own analysis and reports for greater accountability
Proactive or Verizon-initiated transactions via two-way communications.	New tickets are published to the customer's help desk immediately after ticket creation. Updates to an existing eBonded ticket will be reflected in the customer's help desk ticket in near real time. For example, Verizon lets the customer know when the incident is on maintenance time, resolved or closed.	Customer has immediate visibility into new incidents and the status of existing issues with their Verizon services.
Reactive or Customer-initiated transactions.	▪ Create a trouble ticket ▪ Modify a trouble ticket ▪ Retrieve trouble ticket detail and updates ▪ Cancel or close a trouble ticket ▪ Add comments ▪ Request trouble ticket status (for single ticket or all tickets in a	Customer communicates incidents and activities associated with those incidents directly from their help desk to the Verizon engineers in near real time.

Feature	Description	Benefit
	specified time frame) ▪ Request escalation of a trouble ticket ▪ Request to reopen a trouble ticket ▪ Request to monitor an incident	
Single interface for all incidents.	▪ Ability to open an incident on any service with Verizon, including local, long distance, data, internet and managed services via the same interface	Resource efficiencies. ▪ It is more cost-effective to build one vs. multiple interfaces into Verizon Ease of use. ▪ Customer uses the same process and forms to open an incident across their portfolio of Verizon services

eBonding for Circuit Testing

eBonding for Circuit Testing provides for customer initiated automated testing of circuits with integration to trouble management services.

Feature	Description	Benefit
Ability to perform an inventory search based on flexible search criteria	▪ Query by geographic location ▪ Query by circuit characteristics	Labor efficiencies ▪ Eliminate swivel chair ▪ Relieves customer from having to wait for inventory information from Verizon.
Circuit Topology Research is performed before beginning a test	▪ Circuit characteristics provided ▪ DXC Alarm errors ▪ DXC Performance errors ▪ DXC Configuration/Cross-connect errors ▪ Current fiber outage that may be impacting this circuit ▪ Current tickets associated with this circuit ▪ Status if circuit is currently under Test or Monitor with Verizon ▪ Quick Port Monitor for Frame Circuits	Greater visibility ▪ Greater visibility into circuit topology and configuration offers the opportunity for improved business operations.
Circuit Monitor	▪ Monitors live data activity	Simplified customer workflow

Feature	Description	Benefit
Test	▪ Specify monitor duration ▪ Check the status of the test ▪ High level analysis of results ▪ Proactive action taken on failed test results	▪ Circuit testing allows the customer to investigate the fitness of a circuit without opening a trouble ticket.
Circuit Test	▪ Intrusive test that takes circuit down for least duration ▪ Automatically opens a Priority 1 ticket in ETMS and enters test results in the ticket for failed tests when an outage is detected and there are no open Priority 1 tickets opened against that circuit.	Network efficiencies ▪ Improved time-to-repair by proactively and more efficiently identifying and reporting network troubles to Verizon. ▪ Greater network availability resulting from improved time-to-repair represents real user productivity gains to the customer. Greater visibility ▪ Greater visibility into circuit issues will allow the customer to assign tickets to the appropriate trouble resolution group more effectively. Test results can be stored offline for benchmarking and analysis reporting for improved network planning.

eBonding for Network Alarms

eBonding for Network Alarms delivers circuit, switch and managed device alarms and alarm milestones in near real-time directly to the customer's network management tool. Through this service customers will benefit from network alarm and trouble ticket correlation capabilities available through the award winning Verizon Integrated Management Platform for Advanced Communications Technologies (IMPACT).

Feature	Description	Benefit
One-way, "push" interface	Transactions are initiated by Verizon	Verizon Enhanced Visibility ▪ Near real-time visibility into network health and operational status ▪ Monitor network events as they are worked. Operational Efficiencies ▪ Reduction in customer time spent monitoring network Improved customer
Publish New Alarms and Alarm Milestones	Verizon will proactively publish new alarms and alarm status changes/milestones updates, from highest severity to a clear state, to the customer's network management tool in near real time	
Alarm and Ticket Correlation	Receive details of the trouble tickets associated with network alarms. This includes automated and manual tickets.	
Alarm Properties	Detailed alarm properties attributes for each individual alarm condition for trouble shooting information purposes. Information provided	

Feature	Description	Benefit
Attributes Detail	includes: ▪ Alarm ID ▪ Alarm Severity ▪ Alarm Date/Time ▪ Ticket ID ▪ Location (A/Z) ▪ Service Type ▪ Circuit ID ▪ Equipment Type ▪ Device ID ▪ Alarm Status	experience ▪ Customer leverages existing application(s) to monitor the operational status of Verizon services

eBonding for Maintenance Advisories

eBonding for Maintenance Advisories allows customers to query Verizon's MASTARS (Maintenance Activity Scheduling Tracking and Reporting System) database for maintenance events that might impact their Verizon services. Verizon can also proactively publish maintenance event details to the customer's help desk or network management system.

Feature	Description	Benefit
Customer has the choice of messaging implementation: either two-way ("push/pull") publishing or one-way ("pull") customer initiated messaging.	With two-way communications customers can query MASTARS for maintenance events that impact their Verizon services and Verizon can proactively publish these events to the customer's help desk or network management application. One-way publishing is a communications mechanism where the customer initiates all sessions. In this case they would initiate the MASTARS queries. One-way communications may be easier to implement for customers building their own basic application interface, but does not provide for event driven, proactive publishing from Verizon.	Flexibility of integration ▪ Verizon offers multiple implementation options to accommodate the customer's resource availability and requirements.
Search Maintenance Requests	Customers can query MASTARS for a list of events by: ▪ Impacted Equipment ID (ex: Circuit ID) ▪ Maintenance Start / Stop Time ▪ Status (WA: Waiting for approval, P:	Improved customer experience ▪ Customer leverages existing application(s) to view and manage the availability of Verizon

Feature	Description	Benefit
	Pending, D: Denied, C: Canceled, A: Approved) MASTARS returns the following set of attributes: ▪ MASTARS Request # ▪ Request Creation Date ▪ Status ▪ Agent Reference Number ▪ Maintenance Date from / to	services
View Maintenance Requests	Customer queries MASTARS by Request number for the details associated with a maintenance event. MASTARS returns the following attributes: ▪ Request type: Low / High Risk Work or Demand Work indicator ▪ Ticket reference number ▪ Company name ▪ Work description ▪ Location of Work: (Country, City, State) ▪ Event list – Event Code – Start / Stop Date/Time – Item list Item type: Circuit or Equipment Item ID: Network element identifier. Impact Type: Hits, Potentially or Outage) Number of outages Outage Duration Duration unit: (minutes, seconds, milliseconds) ▪ Contact information	
Receive Maintenance Requests	MASTARS identifies an event that impacts the entitled customer and proactively pushes the details to the	Enhanced Visibility ▪ Customers will be able

Feature	Description	Benefit
	customer's application. Attributes provided include: ▪ Request ID ▪ Subject ▪ Agent POC Name ▪ Notification Type (Approval, Cancel, Reschedule) ▪ Event list – Event ID – Event Date From / To – Duration – Circuit List Circuit ID ▪ Maintenance Location ▪ Send Date ▪ Notification ID ▪ Full Message	to manage their networks more effectively with advanced knowledge of service-impacting maintenance events

eBonding for Order Management

Order Management allows customers to electronically submit service requests and obtain detailed service order status reports for a wide range of products.

Feature	Description	Benefit
Ability to submit orders for new service requests	Customer systems may submit orders requesting new Voice, Data and Internet services as well as CPE. Service features include: ▪ Create order for new service request – Support for more than 70 services in the Verizon product portfolio ▪ Get Product List to see what products are supported ▪ Address Validation	Labor efficiencies ▪ Eliminates re-keying ▪ Avoids "swivel chair" and faxes or e-mails ▪ Immediate notification of issues Simplified workflow ▪ Leverages existing application interfaces and databases ▪ Automates messaging exchange Great visibility
Request order status details	Provides customer with current state and status of the service request including: Milestones – These are the key activities which describe the movement of an order to	

Feature	Description	Benefit
	completion including loop installation date, service activation, billing start date, and much more. Jeopardies – These are alerts to conditions that may prevent an order from being fulfilled such as incomplete order, incorrect billing information, missing contract information, and much more. Order Attributes – These include customer billing information, order, product name, order tracking number, order status, and much more.	▪ Customer will have direct access to the most up to date order status information for improved asset management.
Submit MACD order types (moves, adds, changes, deletes)	Customers may update existing services including moves, adds (i.e., more circuits to an existing trunk), changes and deletes.	
Modify order requests	Customer may Supplement Order to allow changes to previously submitted requests or Cancel Order to withdraw the request	

eBonding for Inventory Reporting

Feature	Description	Benefit
Provides the ability to request detailed circuit, card, access configuration, PVC configuration, switched voice, Internet services, managed services, toll-free, and CPE inventory information based on flexible search criteria.	Search criteria ▪ Query by customer identifier such as NASP ID ▪ Query by product ▪ Query by geographic location ▪ Query by circuit ID ▪ Query by circuit status Details provided ▪ Account and billing information (account number, billing number, BTN, account contact) ▪ Location information (name, street, city, state, zip, country) ▪ Product Information	Network efficiencies ▪ Greater visibility into detailed inventory information will allow the customer to make better informed capacity planning decisions. ▪ A better understanding of network topology and circuit configuration leads to improved business operations. Labor efficiencies ▪ Relieves customers from having to wait to receive inventory reports from the account team. Great visibility ▪ Greater visibility into timely and accurate inventory information facilitates the

Feature	Description	Benefit
	(product type, speed, status)	customer's ability to perform billing reconciliation.

ONGOING HELP DESK MANAGEMENT PLAN

This Help Desk Implementation plan contains the requirements to assure that the underlying systems, processes, and procedures provided by Verizon will effectively support DIR and DIR customers in the following areas: Help Desk (Incident Management) and Reporting. These requirements apply to all services provided under the CTSA.

Through the initial sixty (60) day onboarding period, DIR or a DIR Customer may open an incident ticket by calling the Verizon help desk at:

Verizon will utilize the DIR Incident Portal to both report and respond to incident tickets related to services where DIR is the customer of record. Verizon has been provided a copy of the User Guide for the DIR Incident Portal. Tickets opened in the Portal and assigned to Verizon are provided to tex-an_internet-support@us.verizon.com.

Transition

Customers in Transition will be handled as a project and follow the processes and procedures set forth in the project management plan.

As soon as DIR or Customers is recognized as a project, the Verizon Business Service Management organization will assign a Project Manager to work with the Verizon Business Account Team during the proposal phase. This person will assist the Account Team in addressing key issues such as work force availability, requirements for new equipment or facilities, ordering intervals, technology, training, methods and procedures, operations support systems, etc. before a proposal is presented to the customer. This process is essential to ensure a successful project implementation for DIR or Customers.

Process for Responding to a Report or General Information Request

Report or General information inquires are welcome to any member of the State of Texas Account Team. Depending on the information being requested, the Account Team members will engage the individuals that support the area in question. The Account Management Team includes team members that provide product detailed information and assist with pricing of services. Follow up and responses by the Account Team will be in e-mail or proposal form to provide review documentation to the requestor.

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Support for at DIR Customer Conferences

The Account Team will be readily available to support DIR in customer conferences at no cost to DIR for briefing related to CTSA and service offerings, training sessions, and AAR briefings. We can have Account Managers on site to answer questions and document special topic issues, including demonstrations of new or emerging technology offerings. Verizon is eager to partner with DIR in supporting its customers.

Repairs

DIR Billed Customers

Verizon will work incident tickets assigned to Verizon via the DIR Incident Portal. Verizon will update DIR through updates to the Incident Portal. Where applicable, Verizon will open incident tickets via the portal and assign to DIR.

Direct Billed Customers

Tickets can be opened via the VEC or by calling 800-444-111. After a Repair Ticket has been opened for an hour, you can call the Escalation Desk at 888-212-0139 and ask for a Duty Mgr to escalate this ticket and assign an Incident Mgr.

DIR and DIR Customers can also access the Verizon Repairs Application for additional incident information.

The Repairs application is found on the Verizon Enterprise Center under the Repairs tab. It is a simple yet robust electronic ticketing tool where subscribers can choose to view, create, and update tickets, run reports, and initiate their own circuit monitoring and loop-back testing for a broad range of products.

The Repairs application enhances users' visibility and control over the trouble process, allowing communication directly with the same backend systems that Verizon Business technicians use to step through the trouble-shooting process. Customers can use this application from their own desktops or mobile devices to manage the trouble process without calling into the Verizon Enterprise Center.

Enrolling in the Repairs application requires each user to step through the basic registration process online (https://enterprisecenter.verizon.com) to create a user ID. Then, a request is made to the customer account team or service center representative, who will verify the account information to include in the Repairs user profile, collect the user ID for each user to enroll, and place an order internally. Once the order entry team receives the Repairs order, the enrollment is completed within five business days. The user can simply log into the Verizon Enterprise Center and see that the Repairs tab has been activated based on the activity on the page.

Feature	Description
Flexible User Profiles	Each user can be given permission to have Trouble Ticketing alone or with Circuit Analysis. Each Circuit Analysis user is given Circuit Health and Monitor Analysis capability along with optional permission to perform intrusive analyses. Each Trouble Ticketing user is given View Ticket capability with optional permissions to Create Tickets and/or Modify Tickets.
Six Months of History	Trouble tickets are available for viewing for up to six months.

Feature	Description
Online Help and Customer Service	Informational help text is available for each screen in the Trouble Management application to help answer user questions about the application.
Simple Navigation	A Progression bar tells the user which screen they are on and how many are left before the application activity (create ticket, request an intrusive analysis) is complete. There are also high-level actions available in the main buttons at the top of the screen.
All Tickets Displayed in Ticket List	Upon launching the application, all tickets currently open for the user (regardless of how the ticket was created) will appear in the Trouble Ticket Summary with the option to customize the displayed going forward.
Ticket Activities Show in Users Preferred Time Zone	Users can opt to choose a preferred time zone in the "My Profile" parameters so that all ticket activities translate to each users preferred time zone.
Automatic Refresh	Key fields in the Ticket Summary are refreshed automatically when new information is available. These fields include: • Status (Ticket) • Customer Ticket Number • Priority • Primary Contact • Dispatch Required • Last Updated • Milestone • Milestone Summary • Status Description • Alternate Contact
Save to File	The Trouble Ticket Summary list displayed can be saved to a .csv file.
Update to Read	A ticket with an update to read will be highlighted by turning the ticket line item to bold text.

Feature	Description
Icon Indicators	All tickets display an icon to the left of the ticket to indicate if the ticket was created using the Repairs application, by an offline manner, proactively by Verizon (e.g., Managed Services), by Quick Functions, or by a test initiated by an online user.
Flexible Sort Options	On the Trouble Ticket Summary, users can choose from various search and sort options to find a specific ticket or all tickets for a specific Service ID or date range.
Ticket Flagging	Tickets of significance can be flagged to allow them to be filtered in the summary list for easy finding and viewing
Milestone View of Ticket	The current activity on the ticket is displayed at the top of the ticket detail as a summary of the current activity. For more detail and history, the activity log is available to browse at the bottom of the screen.
Customize Status Color-Coding	Color-coded ticket status defaults can be changed to a user's preference.
Keyword Search in Activity Log	The log will display the entries containing the entered word or phrase and highlight the word or phrase in yellow.
Add Comment	The Trouble Ticketing component allows users to add comments to a ticket.
Update Site Access Information	The Trouble Ticketing component allows a user to provide or update access hours, site contact name and/or number for the location.
Request Service Monitoring	The Trouble Ticketing component allows a user to request service monitoring on a ticket for a 24-hour period of time.
Request Re-Open of Ticket in a Resolved State	The Trouble Ticketing component allows a user to request that a ticket be re-opened. This action will only be available to a user when a ticket is in a resolved state.
Close or Cancel Ticket	The Trouble Ticketing component allows a user to request that a ticket be closed.
Request Escalation	Users can request an escalation of a trouble ticket.
Verify Power and Equipment	Users can verify that power and equipment have been checked on-site, remotely, or not at all.

Feature	Description
Provide Test Release	Users are offered fields for a date and time that the service can be tested intrusively.
Provide Call Sample	Users with voice issues may be asked for additional call samples that can be researched in Verizon call logs.
Modify Ticket Contacts	Users can modify the contact information by changing an existing contact or adding a contact to the trouble ticket.
Add Customer Ticket Number	Users have the opportunity to provide an internal trouble ticket/incident/issue number to the Verizon Business ticket for tracking purposes.
Circuit ID and IP Site ID Search	The impacted Circuit ID or IP Site ID can be keyed directly or searched from a pick list of circuits in the customer's inventory.
Circuit ID Format Assistance	For local access circuits, assistance is provided to the user to format the circuit ID correctly for validation.
E-Mail Ticket Status	Users who create tickets in the Repairs application can have an optional e-mail notification sent when the status on a ticket changes or when the ticket closes. This option is only available when tickets are created online.
Health Snapshot	Verizon Business offers a snapshot of the network and shows the user if Verizon Business detects any impacting issues from the network. It shows the user if any Verizon Business network outages impact this circuit ID; if any alarm, configuration, or frame errors are detected; the results of a quick ping; and tickets already opened on this circuit.
Monitor	The Monitor function offers the ability to run a monitor on live data, which does not bring the circuit out of service, while supplying results of any performance errors found.
Quick Test	The Quick Test runs a fifteen-minute loop-back test in which the circuit is brought out of service and the system attempts to loop the CSU/DSU and/or smart jack on the circuit, looking for continuity.
Line Test	The line test runs intrusively to check the local line and deliver a result.

Feature	Description
Full Battery Test	A stress test run on Verizon Local Access basic voice and data circuits. A two-hour period of time is necessary for this test request. This is available for Verizon Local Access only.
Loop Placement	A loop is put up at a point in the Verizon network, allowing a customer to test to it. This is available for Verizon Local Access only.
E-mail Option	The requestor of a circuit analysis can choose to have results sent via e-mail for Monitor and Intrusive Analysis.
Cancel	Monitor, Quick, Full Battery and Loop Tests in pending, scheduled or processing status can be canceled online.
Notification Rules	Repairs users can set up rules in which they set conditions for tickets and who should be contacted and how (e-mail, desktop alert, or pager).
Ticket Activities Show in Users Preferred Time Zone	Users can opt to choose a preferred time zone in the "My Profile" parameters so that all ticket activities translate to each user's preferred time zone.
Live Chat with Technician	Users can chat with a maintenance technician right from the Ticket Details page to get clarification or assistance.
Mobility	Repairs users can access Repairs from their mobile PDA device to access all the same Repair functions they can use from their desktop.
Performance Reports	Users can choose from five different standard report types or create five custom report types to gather ticket information accordingly.
Quick Functions- **- Create** **- Status** **- Update** **- Notify**	Users can create a ticket online by providing their Service Identifier and the associated address or account number without even logging in to VEC! Users stay in touch by receiving e-mails with up-to-date status information and interactive links to communicate with the technicians and manage their e-mail notifications on the ticket.

Primary Help Desk Locations

The Primary Center that will be responsible for managing the network will be one of two, Cary, NC or Hilliard, Ohio. Each is staffed 24x7x365 with a tiered approach to customer support, there is a First Level Engineer (Tier 1), First Level Engineer (Tier 2), Second Level Technical Support Engineer, and a Third Level Engineer. These duties are described below.

Staffing

First Level Engineer (Tier 1)

Responsible for real time monitoring, troubleshooting and network resolution for private data networks. Responsibilities include customer trouble handling and coordination, and fault isolation of remote networks. Circuit and router testing, trouble isolation and resolution experience is required. Assist other engineers when needed. Perform in a shift lead capacity as needed. The engineer must be able to work all shifts and/or holidays in a control center environment. Some project management responsibilities are given as secondary duties. The engineer may be required to carry a pager and be on call 7x24. Light travel to the customer's facility may be necessary. Bachelor's degree in engineering or 4-7 years equivalent experience. Extensive knowledge in data principles (FR, ATM, PIP (MPLS), PL, IP, VPN), customer applications and troubleshooting techniques is essential. Extensive experience in one or more of the following: routers, Cisco or Avaya/Nortel. Troubleshooting and maintenance experience and/or strong data communications background with hands-on circuit testing experience and good interpersonal customer service skills are essential. Previous leadership experience is desired but not required. Excellent prioritizing and scheduling skills is required. Experience with internal Verizon Business databases and troubleshooting tools are important and will be developed as the engineer grows in the company. These tools include but not limited to the following, CSM, NetPro, MECCA, Scopus, F&E, and ITS or ETMS.

First Level Engineer (Tier 2)

Independently perform real time monitoring and extensive troubleshooting of complex professional engineering assignments in functional areas such as private voice and data communication networks (FR, ATM, PIP(MPLS), PL, IP, VPN), video teleconferencing, satellite transmission and independent hardware equipment. Apply intensive and strong diversified knowledge of complex network assignments, which related to the functional areas to include product, technology and/or customer network development, support and design. Responsibilities include customer trouble handling and coordination, and fault isolation of remote networks. Circuit and router testing, trouble isolation and resolution experience is required. Assist other engineers and the customer when needed. Oversee all activities involved on an assigned project. Mentor and assist lower level staff on assigned projects. Perform in a shift lead capacity as needed. Carry out complex or novel assignments requiring development of new or improved techniques and procedures. Must be able to work all shifts and or holidays in a control center environment. Some project management responsibilities. May be required to carry a pager and be on call 7X24. Light travel may be required. Bachelor's degree in engineering or 6-8 years equivalent experience. Good interpersonal customer service skills and excellent oral and written communications skills are essential. Previous leadership experience desired. Excellent prioritizing and scheduling skills required. Experience with CSM, NetPro, MECCA, Scopus, F&E, Cisco routers and ITS and ETMS becomes more important and an

essential part of the day to day work. Experience in one or more of the following: IDNX, Newbridge, Teleos, Cisco, Nortel, Micom, ISDN, and VSAT.

Second Level Technical Support Engineer

This position requires all of the First Level Engineer (Tier Two) skills plus the following:

Responsible for advanced technical support (ATS) of complex data networking issues and all in scope change management of managed customer networks. Responsibilities include 2nd level technical support for customer router and network routing failures. Respond to and complete non-design impacting changes to customer router networks at customer/account team request. The engineer will be fluent in many data networking protocols. This role requires working knowledge of frame relay, PIP (MPLS), ATM, SMDS and TCP/IP, VPN, ISDN, etc. Exhibit broad knowledge in additional protocols in LA networking media such as Token Ring, FDDI, and Ethernet. He or She is capable of using specialized diagnostic tools in the WAN or LAN environment. Develop practices, tools and training materials to expand the capabilities of front-line operations organization. Exhibit skills necessary in a Team Leadership role. Provide Senior Networking consultation to all management levels. Pending Qualifications: BSEE/EE or equivalent plus 5-7 years experience or 8-10 years related experience in a data communications network support environment. Strong communications skills, both oral and written, are required. Experience with ETMS, NetPro, MECCA, Scopus, F&E and ITS a definite plus. Certifications are not required but a competency test is given that would equate to the appropriate senior level position being sought. Must be able to work shifts, weekends and holidays in a 7X24 network management environment and may be required to carry a pager.

Third Level Engineer

This position requires all of the Second Level Engineer skills plus the following:

Support engineer for senior engineers and management in support of a private data and voice network. Acceptance of customer network into production from implementation, change management, security management, configuration management, management of customer lab environment, training other engineers and customer on network requirements, ensuring documentation is written to support the network, fault isolation and coordination of routers, their routing and configurations. Supervise network expansions and software and hardware upgrades. Work with engineering and the account team to resolve difficult troubles. Bachelor's degree, or equivalent, and 10+ years progressive, technical experience. BSEE/EE or equivalent plus 8-10 years experience in a data communications.

Also, Verizon Business has 48 center certifications across 37 certified Network Operations Centers. These include 17 certifications for ISO9000:2001, 15 SAS Type II, and others for ISO27001:2005, Systrust, Verizon Cybertrust Security, Checkpoint, TL9000, and US Government certifications of NISPOM and ATO compliancy.

Hours of Operations

Our NOC staff is assigned to various functionally-oriented centers and work in the Cary, NC centers; these centers include backbone transport, backbone data, backbone switched voice, and managed services operations centers. We have both dedicated and shared managed services NOCs on this campus. Our total NOC and NOC support staff personnel count totals approximately 1000 in Cary. Our 24x7x365 centers are staffed to support the global nature of our networks and systems - though staffing during 7a until 7p ET USA is higher (due to non-critical functions such as reporting, next day analysis, back office support, etc.), in general each shift is staffed similarly. The total daytime staffing is about 400.

Technical Support Procedures for all Service Disruptions

Verizon standard technical support procedures are based on its Integrated Management Platform for Advanced Communications Technologies (IMPACT). IMPACT is a real-time, state-of-the-art monitoring and control system. The system implements both a modular software and hardware design to accommodate expansion of network operations and monitoring. Information is processed and stored using object technology, XML data modeling and incorporates industry standards such as ITUT M.3100. The system notifies operations personnel in real time of problems occurring in our global network spanning transport, switching, data, IP, DSL and hosted services technologies.

IMPACT provides greater supervision of the network through a highly flexible, distributed design with survivable system implementation that incorporates the best of breed off the shelf technologies integrated within a sophisticated manager of manager's architecture. IMPACT utilizes state of the art communications bus architecture for distributed system component communications and an IP based internal telemetry network for access to network equipment.

IMPACT provides a competitive advantage in the telecommunications marketplace by offering a high performance distributed monitoring system capable of rapid detection and location of network faults and outages. IMPACT helps to lower operational costs through automated integration with network construction and provisioning systems to ensure new and existing network equipment and services are managed efficiently.

The implementation of the SMARTS based platform provides the capabilities required for Verizon to meet the SLAs of this Service Agreement.

IMPACT Functions

- Network Fault and Performance Data Collection
- Fault Correlation, Filtering and Reduction
- Alarm Presentation
- Performance Monitoring
- Command/Control
- Trouble Ticket Integration
- Field Technician Information Integration
- On-line Help Facilities
- Flexible/Survivable System Configuration
- Current and Historical Data Reporting
- Colorgraphic Operator Stations

Operator Interface

The IMPACT Graphical User Interface is based upon the latest industry technology utilizing JAVA for platform independence and XML for information exchange between client and server. The GUI enables access to network management platform from any desktop station capable of supporting a JAVA Virtual Machine.

The mouse-driven user interface provides the ability to monitor network events, ranging from network-wide to station-specific from one workstation. Work flow support is provided to enable operations personnel to relate multiple network reported faults to consolidated events. These events can relate to maintenance activities, new installs or actual network outages. The workflow support enables consolidated trouble ticketing and subsequent tracking of these events from time of occurrence through repair and verification. Automation features enable repetitive network conditions to be handled by the system freeing network operators to focus on tasks that are more complex.

Color is used to convey the status of events in the network along with graphical depictions of network topology. For example, critical conditions or service affecting alarms are shown in red, minor alarm conditions in yellow and normal conditions in blue. Narrative alarm text messages are also available for viewing.

Integrated Testing System (ITS)

The primary business objective of the Integrated Testing System (ITS) is to provide Verizon with an intelligent, integrated circuit and element testing architecture. ITS will provide the business with an integrated software solution to be used by customer care and operations centers to install circuits and provide fault isolation for Customer reported problems. ITS provides sophisticated interfaces to network elements (DXC's, Switches, Test Heads, DSL equipment, etc.) and Verizon back end systems. ITS also provides automation for flow through provisioning by automatically performing tests on newly installed circuits. ITS provides testing at the equipment interface level. There is also testing performed at the circuit level in Level 1 of the IMPACT Architecture which assures contiguous network and device incident management. Since these tools are Carrier Grade capable, they support all transport technologies and methods inclusive of MPLS.

IMPACT Architecture

IMPACT is an integrated management platform for Verizon's global network. IMPACT interfaces with various Element Management and Network Management Systems to provide a unified view of network problems to the user community. Additionally, IMPACT makes available many features allowing the users to be more productive in their daily tasks, such as workflow, ticketing, topology information, task automation, command interaction capabilities, as well as, interfaces to several internal systems for maintenance activities, outage notifications, and contact information.

The IMPACT architecture consists of three functional tiers:

Tier 1

Tier 1 of the IMPACT architecture provides the user interface and consists of 100% JAVA Graphical User Interfaces (GUI's) that are used to interact with the alarms, tickets, and workflow events that exist within the system. Tier 1 also has the ability to call web links directly to both Tier 3 systems and other business processes, which can provide access to detailed information and business functions when needed.

Tier 2

Tier 2 is the heart of the architecture functioning as a manager of managers incorporating business logic supporting network management activities. It enables the integration of network reported fault indications from the Tier 3 systems and provides value added common business process features enabling efficient service restoration and equipment repair tracking. This tier of the architecture provides the following services:

- Fault/Event Data Repository and Reporting Services
  - Stores the alarms and events and all associated data
  - Provides user reporting capabilities
- Command and Control Services
  - Provides the ability to interact with managed elements in the network
- Service Restoration and Outage Management
  - Provides automatic service restoration for some network types
  - Provides an interface into Verizon's Outage tracking and notification systems
- Topology and Customer Correlation Services
  - Provides an interface to several external databases for accurate and timely topology and customer correlation to events being generated in the network
- Ticketing, Automation, and Work Flow services
  - Provides an interface to the Verizon standard ticketing system ETMS
  - Provides Workflow services to events created within the system such as status tracking and clear correlation
  - Provides automation capabilities resulting in more efficient operation centers
- Network Maintenance and Change Management Services
  - Provides an interface to track network equipment maintenance to shield the operations centers from alarms that are generated from known maintenance activities
- Event Forwarding Services
  - Provides the ability to forward alarms out of IMPACT to external systems that may need this information

Tier 3

Tier 3 is the collection of network and element management platforms that provide direct management of network elements. All tier 3 systems communicate to the tier 2 manager of managers utilizing a common XML based information exchange model and CORBA communications bus architecture. Tier 3 systems are expected to provide the following basic services to tier 2:

- Highly reliable fault & performance data collection
- Command & Control of network elements
- Alarm reduction (Root cause analysis)
- Common CORBA XML interface to Tier 2
- Tier3-Tier2 Synchronization

Some examples of vendor provided tier 3 systems interfacing to IMPACT today are HP's OV-TeMIP, Agilent's NetExpert, Micromuse's NetCool, and Open's NerveCenter. SMARTS Service Assurance Manager will be added as part of this project.

All Service management data generated in the IMPACT platform is retained for a period of 2 years. The retention moves from online storage for the first 6 months to a near-line tape based retention system at the NOC for the second six months. After the first year, system data is moved to an offsite, third party, retention system.

All incidents identified in the IMPACT management system generate trouble tickets in the Verizon Incident Management System, ETMS (Electronic Ticket Management System). These tickets are passes to the Customer Incident Management System through and eBonding interface, which provides real-time incident identification and update to Customer.

The Repairs and Dashboard features in the Verizon Enterprise Center show both tickets created by the customer as well as pro-active tickets created by Verizon Business, if the profile is set up correctly.

Escalations

The WTSC uses “value-based” escalations. At intervals based on ticket priority, the WTSC Rep reviews the ticket for “significant progress” and escalates to the next level if the progress is not sufficient. At anytime that the customer feels the ticket is not progressing accordingly, the customer may ask for an escalation or WTSC manager involvement.

Verizon Business Trouble Ticket Escalation Process

Priority 1 tickets are monitored and evaluated for escalations at the following time intervals:

Interval	Action
:55	The Verizon Business Technical Service Specialist (TSS) will ensure that the P1 Service Inquiry has been tested and isolated. If this isolation has not occurred, an escalation is performed.
1:55	The TSS reviews the P1 Service Inquiry to ensure isolation process has been completed and a resolution is underway. If this has not occurred, an escalation is performed.
2:55, 3:55, etc.	The TSS reviews the P1 Service Inquiry each hour until the ticket has been closed. The TSS has the authority to make escalations if sufficient progress is not being made. At this point, sufficient progress is considered as a fix at hand.

Priority 2 & 3 tickets are escalated according to the following:

Interval Levels P2

- Priority 2 Service Inquiries - Every four hours during business hours only (8:00am to 6:00pm local time).
- Priority 2 service inquiries will not highlight on Verizon Business holidays or during weekends.

Interval Levels P3

- Priority 3 Service Inquiries - Every eight hours during business hours only (8:00am to 6:00pm local time). Priority 3 Service inquiries will not highlight on Verizon Business holidays or during weekends.

The WTSC escalates to the Verizon Business organization that is currently working the ticket. The person that is escalated to, therefore, will vary depending on the escalation level and the organization being escalated to. Verizon Business provides four (4) levels of escalation support within our support organizations:

- Floor lead
- Manager
- Sr. Manager
- Director

Escalations should be performed when sufficient progress towards resolution of the tickets has not been made in an appropriate period of time (Value-Based). Escalations should not be performed when it is clear, through the documentation of the ticket that resolution is progressing in a timely manner. If work is not progressing in a satisfactory manner, then the ticket should be escalated.

Escalations can also be performed when the customer needs a status and there is no new or specific information in a ticket, and when the customer is specifically requesting an escalation on a ticket.

After a Repair Ticket has been opened for an hour, you can call the Escalation Desk at 888-212-0139 and ask for a Duty Mgr to escalate this ticket and assign an Incident Mgr.

Priority Assignments

We assign priority levels to trouble tickets to help lessen the potential impact on your business.

Customer

Customer originated trouble tickets are raised using criteria defined on a product and/or regional basis. The table/s below provides a priority and severity description to be used when raising a Customer trouble ticket.

Priority 1 Customer Troubles: The severity should be assigned and tickets worked by Field Operations personnel in Priority/Severity order per the charts below.

Priority	Product	Originating Region	Description
1	Voice	All	• Inability to receive any inbound calls and/or inability to complete any outbound calls with an immediate and continuous test release (if required) for restoration. • Voice circuit is down hard or degraded and affecting traffic, with an immediate and continuous test release. • US Government (TSP) issues and all 911 call completion issues except connections to an incorrect PSAP which is a Priority 2.
	Access	US	• Outage severity tickets on all bandwidths and all

Priority	Product	Originating Region	Description
			access types where circuit is down or degraded and Customer releases circuit immediately and continuously until trouble is resolved. • US Government (TSP) issues
		EMEA/Asia Pac	• Complete loss of service only. • PIP only - Degraded Service to the extent that it is unusable by Customer and Customer is prepared to release its Service for immediate testing • See Figure 1 below for EMEA DSL Priorities • US Government (TSP) issues
	IP	US	• Any critical element of an IP service is unusable, excludes DSL regardless of application. • US Government (TSP) issues
		EMEA/Asia Pac	• Any critical element of an IP service is unusable, excludes DSL in ASIA PAC, regardless of application. • See Figure 1 below for EMEA DSL Priorities • US Government (TSP) issues

Priority 1 Customer Severities: The severity should be assigned and tickets worked by Field Operations personnel in Priority/Severity order per the charts below.

Priority	Severity	Guidelines
1	Catastrophic	Events attracting extensive media coverage and/or services whose resolution is required by FCC Law.(e.g. TSP, 911)
	Outage Critical	Customers experiencing an outage and the affected circuit bandwidth is DS3 or higher and/or a regional rule/exception exists.
	Outage	Customers experiencing an outage and the affected circuit bandwidth is below DS3 and/or a regional rule/exception exists.
	Impaired	Data services degradation that results in the customer being unwilling to use the sold service/circuit in accordance with their SLA requiring a 4 hour MTTR. OR Single user outages, where service is available to the customer but not all users.

Priority 2 Customer Troubles: The severity should be assigned and tickets worked by Field Operations personnel in Priority/Severity order per the charts below.

Priority	Product	Originating Region	Description
2	Voice	All	• Any single number completion issue that can be duplicated • Inability to complete and/or receive any calls over Verizon Business where an immediate and continuous test release is required for resolution, but not granted. • Voice circuit is degraded without an immediate and continuous test release. • Partial use of service, inability to complete to - or receive calls from multiple locations over Verizon Business. • Multiple occurrences of quality issues. • Any outage on unbundled local loops. • 911 connects to an incorrect PSAP.
	Access	US	• Degraded circuits. Partial use of service, intermittent problems, and quality issues where Customer does not give immediate and continuous test access.
		EMEA/Asia Pac	• Partial use of service, intermittent problems or slow error rate and quality issues.
	IP	All	• Complete loss of Business DSL or significant degradation of any IP service. • ISDN Back-up failure • See Figure 1 below for EMEA DSL Priorities

Priority 2 Customer Severities: The severity should be assigned and tickets worked by Field Operations personnel in Priority/Severity order per the charts below.

2	**Outage**	Any outage condition on unbundled local loops or Business DSL
	Degraded Major	Customers experiencing partial use of service, intermittent problems or slow response times, and the affected circuit bandwidth is DS3 or higher and/or a regional rule/exception exists. OR Data circuits not released for immediate testing. (DS3 and above)
	Degraded	Customers experiencing a partial use of service, intermittent problems or slow response times and the affected circuit bandwidth is below DS3 and/or a regional rule/exception exists. OR Data circuits not released for immediate testing. (Below DS3)

Priority 3 Customer Troubles: Use applicable severity that best describes the situation: Outage, Degraded, Service Risk, Request for Assistance, or Not Service Affecting.

Priority	Product	Originating Region	Description
3	Voice	All	• Any single number quality issue that can be duplicated. • Partial use of service, inability to complete to - or receive calls from multiple locations over Verizon Business. • Multiple occurrences of quality issues • Voice circuit with a request for future, extensive testing. • A feature issue on a voice circuit or unbundled loop. • Any International destination issue where a PTT's assistance is required for resolution.
	Access	EMEA Only	• Degraded performance on ADSL services.
	IP	All	• Complete loss of Residential DSL (Excludes EMEA) or minor degradation to any IP service. • See Figure 1 below for EMEA DSL Priorities

Priority 3 Customer Severities: Use applicable severity that best describes the situation: Outage, Degraded, Service Risk, Request for Assistance or Not Service Affecting.

3	**Outage**	Complete loss of Residential DSL
	Degraded	Customers experiencing partial use of service, intermittent problems or slow response times for products defined by the Priority 3 definitions above.
	Service Risk	Situations where the customer's service is not currently affected, but could be, based on any jeopardy situation.

Priority 4 Customer Troubles: Use applicable severity that best describes the situation: Service Risk, Request for Assistance or Not Service Affecting.

Priority	Product	Originating Region	Description
4	Voice	All	• Any single number voice completion or quality issue that cannot be duplicated • Requests for assistance or access to co-located equipment on Verizon site. • Temporary disconnect of service for non-payment. • Queries relating to scheduled maintenance activities. • Customer requests for non-chargeable service changes. • Non-service impacting issues requiring investigation, resolution or other action.
	Access	US	
		EMEA/Asia Pac	
	IP	All	

Priority 5 Customer Troubles: Use applicable severity that best describes the situation: Service Risk, Request for Assistance or Not Service Affecting.

Priority	Product	Originating Region	Description
5	Voice	All	• RFO or tracking tickets for post repair activities such as logistics or system updates. • Chronic reports • Requests for Traffic Studies or Trunk Group Reports
	Access	US	
		EMEA/Asia Pac	
	IP	All	

Priority 6 Customer Troubles: Use applicable severity that best describes the situation: Service Risk, Request for Assistance or Not Service Affecting.

Priority	Product	Originating Region	Description
6	Voice	EMEA/Asia Pac	• Wholesale Standard routing only, loss of destination area/number range. Less than 50% of call fails and quality issues – 20% below benchmark.
	Access	EMEA	• Not applicable
	IP	All	• Not applicable

Priority 9 Customer Troubles: Use applicable severity that best describes the situation: Service Risk, Request for Assistance or Not Service Affecting.

Priority	Product	Originating Region	Description
9	All	EMEA/Asia Pac	• New delivered service reported as faulty by Customer before scheduled Customer due date in provisioning or delivery systems.

Priority 0 Customer Troubles: Use applicable severity that best describes the situation: Outage, Degraded, Service Risk, Request for Assistance or Not Service Affecting

Priority	Product	Originating Region	Description
0	All	US	• LEC Resale (to be clarified)
	All	EMEA/Asia Pac	• Proactive investigations on repeat Customer troubles.

Reporting

Verizon will provide monthly customer care reports in tab delimited format as specified in the Vendor Reporting Guide so DIR may determine service and performance quality. Reports will be provided in this way until such time as Verizon and DIR mutually agree on XML interface specifications.

Ongoing Training

User/reference guides are accessible from the Verizon Business Customer Training and Documentation website. Within the Commercial Training area, access User and Reference Guides, then select the desired user guide(s). User guides are in PDF format. Adobe® Reader® is required to view/print.

BILLING PLAN

Overview

This section contains the requirements to assure that the underlying systems, process and procedures provided by Verizon will effectively support timely and accurate Billing of services to DIR and its Customer(s). This applies to all services billed under the CTSA. The document describes Billing Management including Billing Components. Key definitions and personnel are outlined at the beginning of this section.

Key Personnel

State of Texas Account Team

Justin Stephens

Account Executive
Phone: 214-557-9858
E-mail: justin.stephens@verizon.com

Dennis Kellam

Sales Manager
Phone: 972-615-5050
E-mail: dennis.kellam@verizon.com

Service/Program Management

Standard Billing Management

Billing inquiries can be placed with the State of Texas Account Team or by telephone or email:

Verizon Business Services

- Telephone: 866.849.4688
- E-Mail: govservice@verizonbusiness.com

Verizon ILEC Services

- Telephone: 800-483-6000
- E-mail: bcc.ca.central@verizon.com

Service/Program Management Contacts

Janet Smith

Lead Specialist – Service/Program Management
Phone: 972-729-7066
E-mail: janet.s.smith@verizon.com

Edward Rose

Manager – Service/Program Management
Phone: 972-729-7926
E-mail: darnayrose@verizon.com

Stephen Murphy

Director – Service/Program Management
Phone: 972-729-6124
E-mail: steve.n.murphy@verizon.com

Escalation List (for billing related issues)

Janet Smith

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Phone: 972-729-7066
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Edward Rose

Manager – Service/Program Management
Phone: 972-729-7926
E-mail: darnayrose@verizon.com

Stephen Murphy

Director – Service/Program Management
Phone: 972-729-6124
E-mail: steve.n.murphy@verizon.com

Billing Process Description

Verizon will provide DIR with a single electronic monthly consolidated invoice in tab delimited format as outlined in the Vendor Reporting Guide which includes all services where DIR is the customer of record within sixty (60) days of contract execution. Invoices will be provided in this way until such time as Verizon and DIR mutually agree on XML interface specifications.

Consolidated Invoices – (Direct Billed Services)

Consolidated invoicing will be done using Verizon's Integrated Billing and Reporting Solution. It will provide invoicing and reporting hierarchies to mirror DIR's structures and allow customers to analyze costs in multiple ways. (IBRS) allows customers to choose from more than 100 optional reports. They can also choose the way invoices and reports are delivered—the preferred medium is electronic such as Electronic Data Interchange (EDI), Online Invoices, and PDF images in Invoice Report Viewer. Paper invoice delivery is available at a nominal monthly charge. Other reporting options are available.

Pages within the invoice package fall into three categories:

1) Basic Invoice Package (BIP), also known as a Mandatory Invoice Package (MIP) is a fixed set of pages representing the minimum invoice
2) Optional Invoice Reports (OIR), which offer summary and detail information
3) Optional Management Reports (OMR), also known as Management Information Reports (MIR) which offers an alternative view of the charges presented in the invoice.

The tables below group the available reports into categories, and provide a brief description of each report to help you assist customers in making their selections.

Basic Invoice Package (BIP)

The Basic Invoice Package provides a summary view of the current month's charges, itemized by product, complete with taxes and discounts. The BIP is a fixed package of pages which represent the minimum monthly invoice.

Basic Invoice Package

BIP Page Title	Description
Banner	"Cover" page of invoice with customer address and return address.
Statement Summary	Highest level summary to show at glance the charges and payments for the current billing cycle. Paper invoices include a tear off remit form to include with payment to ensure that it is credited correctly.
Important Messages to Our Customers	General messages providing updates about services.
Statement of Account mm/dd/yyyy	Itemization of charges, payments, and adjustments applied to the current invoice, and all prior invoices having activity during the current billing cycle.
Current Charges Summary	Summary of charges, discounts, and taxes applied during the current billing cycle, separated by product category.
Additional Charges Summary	Summarizes all charges that are not tied to services, such as enhanced features and billing options; includes some of the toll free specific charges location, for example feature charges, and fees for billing options.
Tax Summary	Summary of all taxes and surcharges by type.
Discount and Promotion Summary	Summary of discounts and promotions applied during the current billing cycle.
Important Message for Our Customers	Specific messages to a unique customer or to a group of similar customers.

Optional Invoice Reports (OIRs)

Optional Invoice Reports expand the Basic Invoice Package, providing more detailed information about the services included in the BIP. Both summary and detail OIRs are available. Summaries offer two views: across all services within the invoice, or "by account" to isolate each site or account number within a Corporate ID. OIRs may be delivered with the Basic Invoice Package to the same address, individually to an alternate address, or online in combination with a paper BIP. Online delivery is always preferred

OIRs Across All Accounts

Optional Invoice Report	Description
Voice Services – Outbound Usage Summary	Summarizes Outbound usage by origination: Dedicated, Switched, Local, Card, and Operator Services; and by intrastate, interstate, international within each origination type. Includes estimated discounts/promotions and taxes to provide a more complete view of charges.
Voice Services – Inbound Usage Summary	Toll Free usage by termination: Dedicated, Switched, Local; and by intrastate, interstate, international within each origination type. Includes estimated discounts/promotions and taxes to provide a more complete view of charges.
Voice Services – Interactive Voice Response Summary	Interactive Voice Response service charges, including monthly charges, enhanced charges, usage, estimated discounts/promotions, and taxes.
Voice Services – Interactive Voice Response Summary by Toll Free Number	Interactive Voice Response service charges, including monthly charges, enhanced charges, usage, estimated discounts/promotions, and taxes.
Voice Services Summary	Summary of all Voice Service products and sub-products. Summarizes usage, recurring and non-recurring charges, discounts, promotions, and taxes with subtotals for each category. Represents the roll-up from all service detail reports.
Data Services Summary	Summarizes all data and internet products; displays usage, recurring, non-recurring, discount and promotions, taxes and totals for each product and sub-product; displays Service Periods under each; represents a roll-up of all data detail pages.

Billing Disputes and Credits

DIR or Customer(s) will submit all disputed amounts to Verizon Business via the Verizon Enterprise Center. DIR or Customer(s) will receive an immediate acknowledgement of the dispute/inquiry.

Verizon Business verifies a Customer's contractual rates and discounts on a monthly basis. Data is utilized from the billing systems to calculate per minute and discount percentages. The audit is executed by a Verizon Business billing analyst once a month for all contractual products. Any exceptions uncovered by the monthly audit are communicated to the Account

Team. Exceptions requiring corrective adjustments will generally be processed prior to the next invoicing cycle. For those that will be processed beyond the next invoicing cycle, target due dates and action items will be provided to the Account Team.

DIR or Customer(s) Verizon Business Account Team will cooperate fully with DIR or Customer(s) to promptly attempt to resolve billing errors that have been submitted. Verizon Business will use its best commercially reasonable efforts to correctly resolve the dispute within sixty (60) calendar days of the dispute submittal.

Billing Components

The billable charges in the DIR or Customers CTSA are classified as base charges, project charges, transition, and transformational fees. These components are further divided into the following categories as defined in the CTSA:

- Additional Charges
- Administration Fees
- Installation Waiver & Other Credits
- Internet Dedicated Service
- Access Services
- SOHO Services
- VoIP Services

Billing Increments by Service

VoiP

VoIP domestic off-net (if applicable) and international usage is billed in six-second increments. Calls are billed at a minimum call length of 30 seconds. Call charges are rounded up to the nearest next whole cent (this includes fractions of a cent). Usage rates are per-minute.

Internet Dedicated - Burstable Select

For Burstable Select service, a monthly recurring overage usage charge applies per kilobit or megabit, as applicable, for Burstable Select service in each monthly period in which Customer's Measured Use Level exceeds Customer's Bandwidth Commitment for a circuit. Usage which exceeds Customer's Bandwidth Commitment will be measured in kilobit or megabit increments. If the measurement includes a fraction of a kilobit or megabit, the fraction is rounded to the next full kilobit or megabit

To calculate Customer's Measured Use Level, Company samples Customer's Service usage periodically throughout a given month. Customer's usage at the 95th percentile of samples (i.e., samples representing the highest 5 percentiles of usage are discarded) is Customer's Measured Use Level. For example, if Company took 100 samples of Customer's T3 Service in a given month and Customer's highest 6 samples were 15.67 Mbps, 14.73 Mbps, 14.72 Mbps, 13.22 Mbps, 12.25 Mbps, and 11.39 Mbps, Customer's Measured Use Level would be 11.39 Mbps for that month.

Technique for Prorating Services

If an install or disconnect occurs in midst of a billing cycle and the service will not be operational for the entire period:

- For non-usage based services, it will be prorated and adjusted to account for only the days it was in service.
- For usage based services, customer will be only accountable for the usage that was active during the billing period.

Methodology explaining how DIR will be billed by CKR

The IBRS billing system will include information as CKR, P.O. numbers and departmental references on the invoice. The Account Team will responsible for confirmation of this requirement.

Web Access to Billing

The Verizon Enterprise Center (VEC) is a one-stop portal for accessing critical information and resources on-demand. Access to important business functions is streamlined into task- oriented groupings: Orders, Invoices, Repairs, Network Tools, Resources and Enhancements. Customers are enabled to order, manage, and pay for many Verizon Business services online.

Below is a summary of the tools available, the related functionality, and benefits to the account manager and customer.

Feature	Description	Benefit to the Customer
Orders	The Verizon Enterprise Center enables customers to submit orders directly to Verizon Business using the Internet, track the status of orders, and review the history of orders. Customers can order additional services critical to their business quickly and easily using the Orders tool.	Provides customers with the ability to submit orders at their convenience, quickly check the status of those orders in one location, track order status online, and request notification when a new order is placed.
Invoices	Includes electronic delivery of the invoice, call detail and associated billing reports using the following tools: • Online Billing	Customers can pay online for Verizon Business services via Electronic Funds Transfer, integrate charges, perform cost allocation calculations, and store online invoices for up to seven years, while helping to reduce paper storage

	• Online Payment • EDI • Historical Invoice • Billing Report Inbox • Usage Tracking and Analysis **Note:** Online Billing is not an option for Special Customer Agreement (SCA) customers.	and disposal costs.
Repairs	Near real-time method of creating, viewing and updating Trouble Tickets. Circuit Testing and Analysis and Line Testing are available within the Repairs application. For customers that generate an average of 50 or more trouble tickets per month, e-Bonding is available. Applications include order management, trouble management, network management, invoice management and reporting.	Gives customers a faster, more efficient trouble resolution process via the tracking of tickets option. Customers can view status of tickets for 90 or 180 days, depending on the product. Allows customers to determine trends in trouble tickets that might require attention.
Network Tools	Provides tools to provision, modify, review, or report on Verizon Voice IP, Data, and Voice products. Network Management Tools enable routing capabilities for inbound traffic, management of features and fraud detection for outbound traffic and reconfiguration of private line networks. Tools available for Options 1, 2 and 3 Verizon Toll Free and Options 2 and 3 for outbound voice customers are: • Network Manager for Options 2 and 3 • Outbound Network Manager • Toll Free Network Manager Option 1 Network and Monitoring Tools can be	Critical for call center management. Network Tools allows customers to tailor inbound call routing based on staffing considerations and call volume to maximize completions. Customers can assign Calling Party Number (CPN) attributes on outbound calls to control fraud/costs. Run statistics on their call centers, discover potential fraud situations, make more efficient use of telecom products, and determine who their target markets are geographically. Also helps customers minimize change fees. MPLS WAN Analysis Reporting provides customers with the ability to retrieve granular data showing the performance of network components and assets on a hour-of-day and/or

	used to report on inbound and outbound calling patterns, calls/usage statistics, traffic volumes, trunk/line utilization, data network performance, planned maintenance, IP VPN SLA monitoring, and Internet or website bandwidth and performance monitoring. Options 1, 2 and 3 are supported to various degrees. Reporting Tools include: • Event Monitor • Reporting Center • Traffic Monitor • Traffic Reporting • MPLS WAN Analysis • Private IP Dynamic Bandwidth Looking Glass	day-of-week basis. On-demand reporting allows end-users to filter data. Dynamic Bandwidth will allow a Private IP customer to view their whole VPN network configuration. Customer can dynamically change their Private IP Port speed or CAR values based on daily needs of the business.
Resources	Includes updated product information, new product news, ability to update user profile information such as user name/password, technical advice and escalation paths. Houses reference material for all Verizon Business products.	Offers customers quick and easy access to product information, while providing an efficient means to update user profile and information on new products. Also provides advice on technical or security issues.
Resources	• Dashboard - enhances network management with service-level management and monitoring of customer-defined networks. • Quick Status - a brief pre-defined status on trouble tickets they may have opened. • Click to Chat - online help that allows customers to speak with a service representative for general or application specific questions on the Verizon Business Enterprise Center. Available 8:00 a.m.- 8:00 p.m., Monday through Friday. • Document Management - a	Customers can see a 360 degree view into their defined network, showing overall health and status of the network via the Dashboard. View information by county, state, national, and global. Self-manage their Verizon Business products, services, and access. Seamless access to critical data and tools. Improve productivity by efficiently managing their services. Control internal costs.

	secure, partitioned online location where a customer, account team representative or service personnel can post documents to be shared. • Languages available in nine different languages including - Dutch, French, German, Portuguese, Spanish, UK English, U.S. English, Cantonese, and Japanese.	

Data Export Capabilities

Verizon Business has a tool by the name of Bill Manager which provides raw data via CD or direct download from the VEC.

The DIR would also have the capability to export either PDF files for invoicing purposes or standard reports via Excel spreadsheets.

New Billing Option Requirements

DIR reserves the right to introduce direct Customer billing options on all Services at any time with a 90 Business Day written notice. The Vendor shall cooperate with DIR to amend the CTSA as necessary to alter the billing and remittance responsibilities.

Invoices

Online Invoice is an application within the Verizon Enterprise Center (VEC) that gives customers the ability to review their global invoices online in the currency they are invoiced. The Invoices homepage contains key components that allow customers to view their invoices by account, telephone number, or account list and then print, download, and review their invoices.

Current Invoices

The VEC electronically stores invoices in PDF format (billed in local currency) for the most recent 13 months. Current invoices can be viewed from the Invoices homepage in two ways:

- View: Customers can quickly and easily view invoices and inquiries from the "view" section on the Invoices homepage. By providing an account or telephone number and date, customers can view their invoice.
- List of Accounts: Customers can also review their invoices by scrolling down the List of Accounts. The List of Accounts provides customers with account details and features to make information easier to use. Customers can access information on accounts by:
- Sorting accounts by ascending or descending order
- Having invoice information available in PDF format
- Filtering information by account number, invoice number, or city

- Displaying as many or few rows of data as needed

Historical Invoice

The Historical Invoice feature is easily accessible from the drop-down menu on the Invoices homepage from View Invoices. The Verizon Enterprise Center electronically stores current invoices in PDF format (billed in local currency) for the most recent 13 months. Additional invoices beyond the last 13 months are accessible 24 x 7 x 365 through Historical Invoice

Customer Service

Customer support for the Online Invoice application is provided by Global Customer Support at (800) 569-8799 from 14:00 to 2:00 CET (8 a.m. to 8 p.m. ET) Monday through Friday.

Billing Service Periods

IBRS invoices are dated the 10th day of the each month. The billing system evaluates customer installations and network events occurring during the prior calendar month. However, billing service periods vary as certain services may be billed in arrears and others in current month. The table below outlines at a summary level the billing periods associated to each type of service.

PRODUCT FAMILY	SERVICE PERIOD	COMMENTS
Network Access	1st - 31st of invoice date month	Billed Current Month
Internet Dedicated	1st - 31st of invoice date month	Billed Current Month
IP Communications	1st - 31st of invoice date month	Generally billed current month

Billing Start Date

Verizon will notify DIR or DIR's Customer when the service has been successfully installed and is available for use ("Service Date".) Unless DIR or DIR's Customer notifies Verizon by the close of business on the Service Date that the service is not operational, the Service Term will commence. If DIR or DIR's Customer notifies Verizon, then Verizon will coordinate as necessary to resolve any operational issues and the Service Date will be adjusted to reflect the date that the service is available for use. The Service Date will not be delayed or postponed due to problems with DIR or DIR's Customer equipment or lack of readiness to accept or use Service.

Verizon will submit rate changes as prescribed in the CTSA.

Billing, Payment, and Reconciliation

The customer's first point of reference for any billing discrepancies is the Account Team. Your Account Team will work internally with various Verizon Business departments to correct and ensure that all discrepancies are handled in a timely and efficient manner. Verizon Business is dedicated to providing customer support and ensuring all discrepancies will be handled to the satisfaction of our customers and Verizon Business. Verizon Business verifies a Customer's

contractual rates/discounts and tracks revenue amounts on a monthly basis. Data is utilized from the billing systems to calculate per minute and discount percentages in addition to verifying revenue commitments. The audit is executed by a Verizon Business billing analyst once a month for all contractual products. Any exceptions uncovered by the monthly audit are communicated to the Account Team. Exceptions requiring corrective adjustments will generally be processed prior to the next invoicing cycle. For those that will be processed beyond the next invoicing cycle, target due dates and action items will be provided to the Account Team. Corrections to rates and discounts for future invoices are completed as soon as an error is detected to minimize any additional impact.

Issue Resolution Process Flow

Process Steps	Description
Trigger	The last business day of the month.
1- Joint Invoice Review	**TouchPoint 1**: VZ Account Team and DIR or Customers IT Finance representatives will conduct an invoice review on the last business day of the month: • If there are issues with the invoice, go to Step 2 • If there are no issues with the invoice, go to Step 6
2 - Update Invoice Log	The VZ Account Team enters all issues into the Issue Log.
3 - Research and Problem Resolution	**TouchPoint 2**: The VZ Account Team and DIR or Customers IT Finance attempt to resolve recorded issues through billing reconciliation and discovery: • If the issues are resolved, go to Step 4 • If the issues are not resolved, go to Step 5
4 - Credit/Debit Adjustments	The VZ Account Team will make any necessary credit/debit adjustments for resolved issues by adjusting the following month's invoice. Go to Step 6.
5 - Escalate Issues to Relationship Managers	Issues that cannot be resolved by the VZ Account Team and DIR or Customers IT Finance will be escalated to Relationship Managers, who will follow the issue resolution process as outlined in PPM Section 21 – Relationship Management. Once the issues have been resolved, go to Step 4.
6 - Submit Invoice	**TouchPoint 3**: The VZ Account Team submits the invoice to DIR or Customers for payment.

Billable Repairs Charges

Billable repair charges are defined as those charges incurred by DIR or Customers for maintenance services not included in the monthly maintenance invoicing by Verizon. These charges include, but are not limited to:

- Services completed on assets/equipment not included in the maintenance billing
- Time spent for stand-by requests due to power outages, etc.
- User Error and/or User training
- Time spent for Telco issues

IMACD billing, including any billable repair charges (Time & Materials), will occur monthly. On a monthly basis, Verizon will prepare and present the invoices and backup along with a summary invoice rather than providing an individual invoice per Work Order. DIR or Customers will pay the invoices centrally upon receipt.

Trip Charges (TBP)

Verizon will charge trip charges as indicated in Exhibit C of the CTSA.

Site Survey Charges (TBP)

Verizon will charge Site Survey fees as indicated in Exhibit C of the CTSA.

Charges for Expedited Services

Verizon will charge Expedited Services as indicated in Exhibit C of the CTSA.

Online Billing Management Tools

Our electronic service management tools are designed to provide online access to your data, 24 hours a day, seven days a week, with key customer-to-carrier touch points and a wide choice of entry methods – from web-based desktop to system-to-system access through your own applications.

This is the essence of customer enablement and it's available through three unique services.

Online Service Management Tools: The Verizon Enterprise Center is a useful and environmentally-friendly online service management tool portal that helps you do business with us on your terms – when and where you need to. You can use the Center to place orders, view and pay invoices, create trouble tickets and analytical reports, and monitor and manage your communications services. The Center provides access to near real-time information so you can make informed decisions about your domestic and global networks.

Also, with Verizon Business and Verizon Wireless united on the same portal, large businesses and government agencies experience a seamless online experience with single sign-on to their information via the Center.

System Integration to Service Management Tools: eBonding services provide a seamless system-to-system connection that integrates your enterprise activities with our infrastructure benefiting you through automation that makes processes more efficient, allowing you to handle large numbers of transactions, and providing you with access to data right from your desktop.

Verizon Enterprise Center BillManager

BillManager is a billing analysis tool. It presents billing data through its own Windows-based interface and allows filtering, sorting, grouping, and totaling. Monthly billing data from across Verizon is delivered to customers via secure Internet download from the Verizon Enterprise

Center or CD-ROM. There are charge distribution functions, numerous predefined reports, and ad-hoc customization options available.

BillManager can be installed wholly on a PC workstation, or as the client in a client-server installation. The client-server option affords a multiple-user environment and expands the capacity of the BillManager database. With BillManager client-server installations, it is assumed that customers have a Microsoft SQL license and their own local server support.

Some examples of BillManager uses are:

- creating telecom expense and inventory reports
- analyzing and reporting on usage charges
- checking for slamming, cramming, and fraud
- validating taxation and tax exemptions
- verifying that contractual rates are billed correctly
- allocating charges to internal costs codes or other customer data structures
- creating accounts payable or chargeback reporting
- rebilling internally

Customized reports and views can be retained for reuse. Data can be exported in a number of formats or treated like a PDF report file. Files can also be imported to augment the BillManager database.

Features

The Verizon Enterprise Center portal was designed for easy navigation and provides you with several important business functions to help streamline your business.

Feature	Description	Allows You To:
Orders	The Orders page is your one-stop shop for ordering and requesting service changes for many data and voice products.	▪ Place online orders ▪ Request moves, adds, changes, and disconnects to your service ▪ Obtain account status and milestone reports ▪ Download recent orders summary
Invoices	Through the Invoices homepage you can view, analyze, and pay invoices electronically.	▪ Review current charges across many business products ▪ View past bills ▪ Make online payments, including a "pay now" option ▪ Customize daily call records to monitor, trend, and analyze usage

Feature	Description	Allows You To:
Repairs	The online Repairs application gives you the flexibility to self-manage your products and services from virtually anywhere, any time, without making a phone call.	▪ Create, view, and update trouble tickets for voice, data, IP VPN, and Internet services ▪ Self-test your circuits without calling your service center ▪ View open ticket status activities to stay informed of progress ▪ View ticket history to monitor performance trends
Network Tools	The Network Tools homepage offers easy product management. With this tool you have the ability to provision, configure, and modify your voice and data networks, as well as administer Internet and e-mail accounts.	▪ Connect to our state-of-the-art tools to help you run your business and call centers more effectively and efficiently ▪ Track lost calls and help improve call-handling times ▪ Trouble shoot incomplete and blocked calls ▪ Analyze data to help determine accurate staffing levels ▪ Right-size your network ▪ Pinpoint critical information quickly and efficiently ▪ Balance heavy, toll-free traffic loads ▪ Preset routing plans for each toll-free number and modify options in a near real-time environment. Configure your routing now so it is ready to be implemented in the event of natural disasters, snowstorms, or even power outages.
Resources	The Resources page can help you understand your Verizon Business products better.	▪ Get quick and easy access to up-to-date product information through our forms shortcuts or downloadable eFTP client ▪ Find IP reference tools, service level agreements, IP domain tools, and general reference tools, including tariffs,

Feature	Description	Allows You To:
		USOC (Uniform Service Order Code) manuals, and product availability information

Support

Verizon Enterprise Center delivers customizable business lifecycle, operations, and analytics support for your enterprise needs.

Business Lifecycle Support

Verizon Enterprise Center makes an eBusiness solution possible that will provide support throughout your business lifecycle. These tools extend beyond network management to include customer premises equipment (CPE), orders, billing, and inventory, to name a few.

- Network management
- Order entry and tracking
- Billing – view and payment
- Entitlement management
- Inventory visibility

Operational Support

To give you better command and control of your business operations, our operational support tools allow you to monitor your network, self-test circuits, and — for some applications — eBond your systems to ours.

- Network performance monitoring
- On-demand network and bandwidth control
- Network self-test capabilities
- Direct bonding

Analytical Support

Diagnostics can offer insights you need to understand your business better. Our analytical support provides tools to evaluate performance, customize bill reports, use forecasting models, and more.

- Link performance to Service Level Agreements
- Contract renewals
- Customized billing reports
- Forecasting and modeling tools - including "What if?" analysis

Early Termination Charges.

As stated in the CTSA,

A) If DIR terminates a Service or Service Component other than as set forth in subsection (h) above, or Vendor terminates an affected Service of Service Component for DIR 's Material Breach, DIR will pay termination charges as follows: (a) if termination occurs before the end of the Minimum Payment Period, DIR will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP), plus any charges incurred by Vendor from a third party (e.g., not a Vendor Affiliate) due to the termination.

B) If a direct sales transaction Customer terminates a direct sales transaction Service or a direct sales transaction Service Component other than as set forth in subsection (i) above, or Vendor terminates as affected direct sales transaction Service or direct sales transaction Service Component for direct sales transaction Customer 's Material Breach, the direct sales transaction Customer will pay termination charges as follows: (a) if termination occurs before the end of the Minimum Payment Period, the direct sales transaction Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated direct sales transaction Service or direct sales transaction Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP), plus any charges incurred by Vendor from a third party (e.g., not a Vendor Affiliate) due to the termination.

C) The termination charges set forth in subsection (j) above will not apply if a terminated Service Component, either direct sales transaction or otherwise, is replaced with an upgraded Service Component at the same time, but only if (a) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (b) the upgrade is not restricted in the applicable Service Publication.

Rate Implementation

Network Access Services. The following rates and charges apply to access services required to obtain services awarded under this contract only and cannot apply to a stand-alone service or a point to point service.

Rates and Charges. Customer will pay the monthly recurring charges ("MRC") and one-time charges which include the cost recovery fee (CRF) related to Verizon Business Services III ("VBS III") network access services as follows:

Network Services Local Access Services. Analog Local Access, DSO (Hubless) Access, T-1 (DS1) Digital Access, DS3 Local Access and SONET Access (collectively known as "Time Division Multiplexor ("TDM")-based access services") are provided pursuant to the Guide provisions relating to Network Services Local Access Services, VBS III. SONET Access is provided on a private carriage basis.

Ethernet Services. Ethernet Access is provided pursuant to the Guide provisions relating to Ethernet Services, VBS III. Ethernet Access Services are provided on a private carriage basis.

Special Pricing (TexAn Rate Sheet – VOIP Services and Managed PBX Tabs).

Ethernet Access Service. In lieu of all other rates, discounts, and promotions, Customer will receive the following discounts for Ethernet Access Service based upon the facility type (i.e., Type 1, Type 2, Type 3 or Type 4).

PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS

Facility Type	Discount
Type 2	**6%**
Type 3	**6%**

PRICING FOR DIR

Facility Type	Discount
Type 2	**10%**
Type 3	**10%**

Network Services – CLLI-Based Access Services

Customer's local loop MRCs for TDM-based Network Services Local Access Services, will be fixed for the Term, based upon the circuit type (i.e., Analog, DSO, T1/DS1, and DS3) and CLLI code. For pricing implementation the CLLI code rates in exhibit C (pricing with DIR cost recovery fee table) will be grossed up by 16% and the rates in exhibit C (pricing without DIR cost recovery fee table) will be grossed up by 20%. This methodology is required so that when the discount referenced below is applied, the net rates will equal those referenced in Exhibit C.

Network Services Local Access Services. Customer will receive the following discounts off of the Guide local loop MRC for Access Services, which are fixed for the term, based on the circuit type (i.e., Analog, DSO, T1/DS1, and DS3).

PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS

Circuit Type	Discount off Local Loop MRC
DS0	**16%**
DS1	**16%**
DS3	**16%**
OC-n	**ICB**

PRICING FOR DIR

Circuit Type	Discount off Local Loop MRC
DS0	**20%**
DS1	**20%**
DS3	**20%**
OC-n	**ICB**

In the customer-provided pricing spreadsheet, there is a reference in the Dedicated Network Access section that the above discounts apply to Type 1 only. Verizon clarifies that the above discounts will apply to all facility types.

Special Pricing (TexAn Rate Sheet – Internet Services Tab).

Ethernet Access Service. In lieu of all other rates, discounts, and promotions, Customer will receive the following discounts for Ethernet Access Service based upon the facility type (i.e., Type 1, Type 2, Type 3 or Type 4).

PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS

Facility Type	Discount
Type 2	**ICB**
Type 3	**ICB**

PRICING FOR DIR

Facility Type	Discount
Type 2	**10%**

Type 3	**10%**

Network Services – CLLI-Based Access Services. Customer's local loop MRCs for TDM-based Network Services Local Access Services, will be fixed for the Term, based upon the circuit type (i.e., Analog, DSO, T1/DS1, and DS3) and CLLI code. For pricing implementation the CLLI code rates in exhibit C (pricing with DIR cost recovery fee table) will be grossed up by 8% and the rates in exhibit C (pricing without DIR cost recovery fee table) will be grossed up by 20%. This methodology is required so that when the discount referenced below is applied, the net rates will equal those referenced in Exhibit C.

Network Services Local Access Services. Customer will receive the following discounts off of the Guide local loop MRC for Access Services, which are fixed for the term, based on the circuit type (i.e., Analog, DSO, T1/DS1, and DS3).

PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS

Circuit Type	Discount off Local Loop MRC
DS0	**8%**
DS1	**8%**
DS3	**8%**
OC-n	**ICB**

PRICING FOR DIR

Circuit Type	Discount off Local Loop MRC
DS0	**20%**
DS1	**20%**
DS3	**20%**
OC-n	**ICB**

In the customer-provided pricing spreadsheet, there is a reference in the Dedicated Network Access section that the above discounts apply to Type 1 only. Verizon clarifies that the above discounts will apply to all facility types.

Terms and Conditions. Customer commits to pay the applicable circuit MRC for any Network Services Local Access Service circuit of DS3 or larger for a minimum of 12 months (except if a longer commitment is specified),

Private IP Service

Rates and Charges.

U.S. Private IP. Customer will pay Verizon's VBS III standard U.S. monthly recurring charges ("MRC") and non-recurring charges ("NRC") as specified in the Guide.

Special Pricing (TexAn Spreadsheet – VOIP Services and Managed PBX Tabs).

U.S. Private IP Service (Option 1 and 2) -- PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS

In lieu of all other rates, discounts and promotions, Customer will receive a **68.8%** discount off of the MRCs set forth in the Guide for U.S. Private IP Service. The discount will be applied to Customer's Bundled Port MRCs and Gold or Silver CAR MRCs originating from such ports, Shared Silver CAR speeds, Dynamic Bandwidth MRCs, and Multicasting CAR MRCs. This discount does not apply to the Disaster Recovery MRCs (including Disaster Recovery CAR MRCs) and WAN Analysis MRCs.

U.S Private IP Service (Option 1 and 2) -- PRICING FOR DIR

In lieu of all other rates, discounts and promotions, Customer will receive a **70%** discount off of the MRCs set forth in the Guide for U.S. Private IP Service. The discount will be applied to Customer's Bundled Port MRCs and Gold or Silver CAR MRCs originating from such ports, Shared Silver CAR speeds, Dynamic Bandwidth MRCs, and Multicasting CAR MRCs. This discount does not apply to the Disaster Recovery MRCs (including Disaster Recovery CAR MRCs) and WAN Analysis MRCs.

Managed WAN Service

Rates and Charges

Monthly Recurring Charges. Verizon provides, and Customer will pay for, Verizon Managed WAN ("Managed WAN Services") for the monthly recurring charges ("MRC") per Managed Devices, as defined below, based upon Managed Device size. CPE is not included. Verizon provides certain other services using elements of Managed WAN Services (e.g. Verizon Transaction Services). In such case, if there is a conflict between this Managed WAN Services rates and the other service rates, this Managed WAN Services pricing will control.

Special Pricing (TexAn Rate Sheet – VOIP Services and Managed PBX Tabs).

Customer will receive the following discount off the MRCs indicated above based on the total number of Managed Devices, Managed LAN switches, Managed Wireless LAN devices, and Managed IP PBX servers (collectively, "Devices") required for Customer's Managed WAN, Managed LAN, Managed Wireless LAN, and Managed IP PBX order commitment (the "Initial Order").

PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS

Service Type	Discount off MRC
Managed WAN Service	37.6%

PRICING FOR DIR

Service Type	Discount off MRC

Managed WAN Service	40%

Voice Over IP Service

Service Description

VoIP Service Types. Verizon will provide to Customer one or more of the following Voice Over IP Service(s) (individually or collectively, the "VoIP Service").

- IP Flexible T1 (TexAn Spreadsheet - VOIP Services Tab)
- IP Integrated Access (TexAn Spreadsheet - VOIP Services Tab)
- IP Trunking (TexAn Spreadsheet - VOIP Services Tab)
- Hosted IP Centrex (TexAn Spreadsheet - Managed PBX Tab)

VoIP Service Type – IP Flexible T1

(TexAn Rate Sheet – VOIP Services Tab)

Special Pricing.

Discounts In lieu of all other rates, discounts and promotions, including those set forth in this Service Supplement outside of this Special Pricing section, Customer will receive the following discounts off the applicable MRCs.

PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS

Service Element	Discount
Simultaneous Calling Capacity/IP Flexible T1 Bundle MRC	16.8%
DID Blocks	16.8% **
Optional Network Features	16.8% **
* Discount percentage applies to both Service Elements. ** Discount percentage must match for these two categories.	

PRICING FOR DIR

Service Element	Discount
Simultaneous Calling Capacity/IP Flexible T1 Bundle MRC	20%
DID Blocks	20% **
Optional Network Features	20% **
* Discount percentage applies to both Service Elements.	

** Discount percentage must match for these two categories.

Revision to the TexAn Pricing Spreadsheet

The Service Establishment Fee charges cannot be repriced in our systems. Therefore, the list rates that are presented in the DIR pricing table for those charges will also apply to apply to the End-User Customers as well. This replacement language only applies to the Service Establishment Fee charges.

International Discount. The Customer will receive the following international VOIP discounts off of the Guide MRCs.

PRICING WITH THE COST RECOVERY FEE (CRM) FOR END-USERS

Service Element	Discount
International VOIP	6%

PRICING FOR DIR

Service Element	Discount
International VOIP	10%

VoIP Service Type – IP Integrated Access

(TexAn Rate Sheet – VOIP Services Tab)

Rates and Charges. VoIP IP Integrated Access Service is available via the A LA CARTE pricing model with Tiered and metered pricing options. Rates and charges for International calls, certain Local features, directory assistance, and related items are set forth in the Guide.

Tiered Pricing – Simultaneous Calling Capacity Charge. Customer will pay the MRC – which is fixed for the Term – per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one unit must be purchased for each VoIP IP Integrated Access location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP (VoIP origination and termination within Customer's enterprise) calling, unlimited local calling, and an allotment of inter-enterprise VoIP (termination is non-VoIP and/or outside Customer's enterprise) long distance ("LD") minutes as set forth below. Overage charges will apply as outlined below for minutes in excess of established limits. Minutes cannot be shared between locations (multiple buildings on a campus with a single VoIP connection comprise a single location) nor can they be rolled over from month to month. Calls to international locations can also be made but are billed at metered rates as set forth in the Guide.

Special Pricing.

Discounts. In lieu of all other rates, discounts and promotions, including those set forth in this Service Supplement outside of this Special Pricing section, Customer will receive the following discounts off the applicable MRCs.

PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS

Service Element	Discount
Simultaneous Calling Capacity/	16.8%
Domestic Off-Net (Non-Intra-Enterprise) Long Distance	16.8%
DID Blocks	16.8% *
Optional Network Features	16.8% *
***** Discount percentage must match for these two categories.	

PRICING FOR DIR

Service Element	Discount
Simultaneous Calling Capacity	20%
Domestic Off-Net (Non-Intra-Enterprise) Long Distance	20%
DID Blocks	20% *
Optional Network Features	20% *
***** Discount percentage must match for these two categories.	

Revision to the TexAn Rate Sheet

The Service Establishment Fee charges cannot be repriced in our systems. Therefore, the list rates that are presented in the DIR pricing table for those charges will also apply to apply to the End-User Customers as well. This replacement language only applies to the Service Establishment Fee charges.

International Discount. The Customer will receive the following international VOIP discounts off of the Guide MRCs.

PRICING WITH THE COST RECOVERY FEE (CRM) FOR END-USERS

Service Element	Discount
International VOIP	6%

PRICING FOR DIR

Service Element	Discount
International VOIP	10%

VoIP Service Type – IP Trunking

(TexAn Rate Sheet – VOIP Services Tab)

Rates and Charges. VoIP IP Trunking Service is available via the A LA CARTE pricing model with Tiered and metered pricing options. Rates and charges for International calls, certain Local features, directory assistance, and related items are set forth in the Guide.

Tiered Pricing – Simultaneous Calling Capacity Charge. Customer will pay the MRC – which is fixed for the Term – per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one unit must be purchased for each VoIP IP Trunking location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP (VoIP origination and termination within Customer's enterprise) calling, unlimited local calling, and an allotment of inter-enterprise VoIP (termination is non-VoIP and/or outside Customer's enterprise) long distance ("LD") minutes as set forth below. Overage charges will apply as outlined below for minutes in excess of established limits. Minutes cannot be shared between locations (multiple buildings on a campus with a single VoIP connection comprise a single location) nor can they be rolled over from month to month. Calls to international locations can also be made but are billed at metered rates as set forth in the Guide.

Special Pricing.

Discounts. In lieu of all other rates, discounts and promotions, including those set forth in this Service Supplement outside of this Special Pricing section, Customer will receive the following discounts off the applicable MRCs.

PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS

Service Element	Discount
Simultaneous Calling Capacity/	16.8%
Domestic Off-Net (Non-Intra-Enterprise) Long Distance	16.8%
DID Blocks	16.8% *
Optional Network Features	16.8% *
* Discount percentage must match for these two categories.	

PRICING FOR DIR

Service Element	Discount
Simultaneous Calling Capacity/	20%
Domestic Off-Net (Non-Intra-Enterprise) Long Distance	20%
DID Blocks	20% *
Optional Network Features	20% *
* Discount percentage must match for these two categories.	

Revision to the TexAn Rate Sheet

The Service Establishment Fee charges cannot be repriced in our systems. Therefore, the list rates that are presented in the DIR pricing table for those charges will also apply to apply to the End-User Customers as well. This replacement language only applies to the Service Establishment Fee charges.

International Discount. The Customer will receive the following international VOIP discounts off of the Guide MRCs.

PRICING WITH THE COST RECOVERY FEE (CRM) FOR END-USERS

Service Element	Discount
International VOIP	6%

PRICING FOR DIR

Service Element	Discount
International VOIP	10%

VoIP Service Type – Hosted IP Centrex

(TexAn Rate Sheet – Managed PBX Services Tab)

Rates and Charges. VoIP Hosted IP Centrex Service is available via the A LA CARTE pricing model with Unlimited, Tiered or metered pricing options, and via the BUNDLED pricing model with Unlimited options, and in all cases includes access via Verizon's Integrated Communications Package ("ICP") to either Intermediate or Advanced levels of feature package content. For each Customer location, up to two T-1 lines may be utilized (each of which must be purchased as part of a separate bundle). Rates and charges for International calls, certain Local features, directory assistance, and related items are set forth in the Guide.

A LA CARTE Unlimited Pricing – Simultaneous Calling Capacity Charge. Customer will pay the MRC – which is fixed for the Term – per simultaneous calling unit multiplied by the number of simultaneous call units Customer selects. A minimum of one unit must be purchased for each VoIP Hosted IP Centrex location. Each such simultaneous calling unit includes unlimited intra-enterprise VoIP (VoIP origination and termination within Customer's enterprise) calling, unlimited local calling (if Customer purchases Domestic LD and local), unlimited inter-enterprise VoIP (either origination or termination is non-VoIP and/or outside Customer's enterprise) and long distance ("LD"). Calls to international locations can also be made but are billed at metered rates as set forth in the Guide.

Special Pricing.

Discounts. In lieu of all other rates, discounts and promotions, including those set forth in this Service Supplement outside of this Special Pricing section, Customer will receive the following discounts off the applicable MRCs.

PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS

Service Element	Discount
Simultaneous Calling Capacity/Bundled Pricing–Base	16.8% *

MRC /	
Domestic Off-Net (Non-Intra-Enterprise) Long Distance	16.8%
DID Blocks	16.8% **
Optional Network Features	16.8% **
* Discount applies to both Service Elements IF Bundled Pricing applies; otherwise, only to Simultaneous Calling Capacity. ** Discount percentage must match for these two categories.	

PRICING FOR DIR

Service Element	Discount
Simultaneous Calling Capacity/Bundled Pricing–Base MRC	20% *
Domestic Off-Net (Non-Intra-Enterprise) Long Distance	20%
DID Blocks	20% **
Optional Network Features	20% **
* Discount applies to both Service Elements IF Bundled Pricing applies; otherwise, only to Simultaneous Calling Capacity. ** Discount percentage must match for these two categories.	

Revision to the TexAn Pricing Spreadsheet

The Service Establishment Fee charges cannot be repriced in our systems. Therefore, the list rates that are presented in the DIR pricing table for those charges will also apply to apply to the End-User Customers as well. This replacement language only applies to the Service Establishment Fee charges.

International Discount. The Customer will receive the following international VOIP discounts off of the Guide MRCs.

PRICING WITH THE COST RECOVERY FEE (CRM) FOR END-USERS

Service Element	Discount
International VOIP	6%

PRICING FOR DIR

Service Element	Discount
International VOIP	10%

Internet Dedicated Services

Special Pricing (TexAn Rate Sheet – VOIP Services and Managed PBX Tabs).

Internet Dedicated Discounts

Internet Dedicated Service (PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS). In lieu of all other rates, discounts and promotions, Customer will receive a **69.84%** discount off the MRC and overage charges, if applicable, set forth in the Guide for Internet Dedicated Service VBS III. Access is not eligible for these discounts and is additional.

Internet Dedicated Service (PRICING FOR DIR). In lieu of all other rates, discounts and promotions, Customer will receive a **71%** discount off the MRC and overage charges, if applicable, set forth in the Guide for Internet Dedicated Service VBS III. Access is not eligible for these discounts and is additional.

Special Pricing (TexAn Rate Sheet – Internet Services Tab).

Internet Dedicated Discounts

Internet Dedicated Service (PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS). In lieu of all other rates, discounts and promotions, Customer will receive a **67.52%** discount off the MRC and overage charges, if applicable, set forth in the Guide for Internet Dedicated Service VBS III. Access is not eligible for these discounts and is additional.

Internet Dedicated Service (PRICING FOR DIR). In lieu of all other rates, discounts and promotions, Customer will receive a **71%** discount off the MRC and overage charges, if applicable, set forth in the Guide for Internet Dedicated Service VBS III. Access is not eligible for these discounts and is additional.

Terms.

The minimum term commitment for each circuit ("Service Term") for Verizon Internet Dedicated OC-3, OC-12, OC-48 and Fast Ethernet, Ethernet Service, 10GigE Port Only and GigE Port Only, is one year. Billing commences upon service installation and billing will stop within 30 days after Verizon has received written notification from the customer to terminate services.

Internet Dedicated – Managed

Special Pricing (TexAn Spreadsheet – VOIP Services and Managed PBX Tabs).

Internet Dedicated Managed Discount - (PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS).

In lieu of all other discounts and promotions, including those set forth herein, Customer will receive a **16.8%** percent discount off the CPE rental MRC and Customer will receive a **16.8%** discount off the managed services MRC.

No discounts will be applied to NRC.

Internet Dedicated Managed Discount - (PRICING FOR DIR).

In lieu of all other discounts and promotions, including those set forth herein, Customer will receive a **20%** percent discount off the CPE rental MRC and Customer will receive a **20%** discount off the managed services MRC.

No discounts will be applied to NRC.

Pricing (TexAn Rate Sheet – Internet Services Tab).

Internet Dedicated Managed Discount -- (PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS).

In lieu of all other discounts and promotions, including those set forth herein, Customer will receive a **10.4%** percent discount off the CPE rental MRC and Customer will receive a **10.4%** discount off the managed services MRC.

No discounts will be applied to NRC.

Internet Dedicated Managed Discount - (PRICING FOR DIR).

In lieu of all other discounts and promotions, including those set forth herein, Customer will receive a **20%** percent discount off the CPE rental MRC and Customer will receive a **20%** discount off the managed services MRC.

No discounts will be applied to NRC.

Internet DSL and Internet Cable Services

Rates and Charges

Guide. Customer will pay the monthly recurring charges ("MRC"), as well as applicable non-recurring charges ("NRCs"). **Special Pricing.**

PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS

Customer will receive VBSIII rates + the CRF as illustrated in the TexAn Rate Sheet.

PRICING FOR DIR

Customer will receive VBSIII rates for this service. There are no additional discounts.

Term. The duration ("Term") of any Service ordered hereunder will automatically renew, expire and terminate according to the terms of the Agreement. Notwithstanding the preceding, by ordering this Service, Customer is committed to a minimum 12-month Service Term per order for the Service, commencing upon the Service Activation Date.

Internet Satellite–Enterprise Service

Rates and Charges. Customer will pay monthly recurring charges ("MRC"), non-recurring charges ("NRC") and other charges for IS-E Service. Current charges are fixed for the Term. MRCs are based on geographic location, service tier (bandwidth), length of Customer's Service Period, and use of IS-E Service as primary or back-up source of Internet access. The purchase price for customer premises equipment ("CPE") is an NRC for each unit based on antenna size and service tier. The CPE unit consists of an external dish antenna, an indoor unit, coaxial cable from to the dish to the indoor unit and an Ethernet cable from the indoor unit to Customer's local area network ("LAN"). The De-ice CPE purchase option is an NRC based on service tier. Charges for other services and CPE are also set forth below. Some services will be identified as priced "ICB" (individual case basis). Billing commences upon service installation and billing will stop within 30 days after Verizon has received written notification from the customer to terminate services.

Special Pricing (SOHO Services Tab)

PRICING WITH THE COST RECOVERY FEE (CRF) FOR END-USER CUSTOMERS

Customer will receive one-year VBSIII rates + the CRF as illustrated in the TexAn Pricing Rate Sheet.

PRICING FOR DIR

Customer will receive one-year VBSIII rates for this service. There are no additional discounts.

[redacted]

This document describes the Program Management processes and activities for DIR or Customer in support of the CTSA.

Operational Service Functions

Once the transition is complete, the Verizon PMO moves into an operational structure. The Transitional Manager and the Implementation Project Managers phase out, and the teams responsible for ongoing service delivery continue their work.

In its operational phase the PMO coordinates the service work of many groups and individuals within Verizon and its partners. Numerous functions are performed behind the scenes to deliver the contracted service. Many of the individuals who perform these functions are not dedicated to a single customer; they support other Verizon customers as well. The core PMO team as described below will be dedicated to Tex-AN NG. PMO staff will engage the support of all other groups, provide tasks for them to perform, oversee their work in relation to agreed timescales and quality measures, and report on their work to Tex-AN NG.

The Verizon Program Management Organization staff combines their skills in project, business and service management to deliver unparalleled service to our customers. The PMO employs an ITIL based management methodology to offer customers systematic service delivery and problem solving. Our commitment to constant communication and to continuous improvement in our service delivery business processes ensures that Tex-AN NG can rely on Verizon to reliably deliver the contracted services.

Verizon's Program Manager (serving as the single point of contact) will participate in CTSA performance reviews and oversee process improvement plans (PIPs) as necessary.

Janet Smith

Lead Specialist – Service/Program Management
Phone: 972-729-7066
E-mail: janet.s.smith@verizon.com

Verizon will support, at DIR's request (by making its representatives available in person) periodic meetings and collaborative forums with DIR and/or Customers to discuss topics of interest and respond to questions or make presentations specific to Tex-AN NG services.

In addition to the DIR Program Manager, the Verizon Account Team will support program related efforts.

Contact List

State of Texas Account Team

Justin Stephens

Account Executive
Phone: 214-557-9858
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Dennis Kellam

Sales Manager
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Technical Support

Brenda Gilbert

Solutions Architect

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Russell L. Reeves

Solutions Enterprise Architect

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Mike McLaughlin

Solutions Engineering Manager

Phone: 214-587-0644
E-mail: m.mclaughlin@verizon.com

Service/Program Management

Billing Management

Billing inquiries **c**an be placed with the State of Texas Account Team or by email:

For fGTE: 888-875-4144

For fMCI: 800-444-1111

Customer Care Center

Tickets can be opened via the VEC or by calling 800-444-1111. After a Repair Ticket has been opened for an hour, you can call the Escalation Desk at 888-212-0139 and ask for a Duty Mgr to escalate this ticket and assign an Incident Mgr.

DIR and DIR Customers can also access the Verizon Repairs Application for additional incident information.

Order Management

For Services billed directly to DIR, orders will be submitted from the DIR Remedy system via email to justin.stephens@verizon.com or TXDIROrders@one.verizon.com. Order updates will be provided to DIR as prescribed in the email process flow until such time as Verizon and DIR mutually agree on XML interface requirements. DIR has provided Verizon with a Vendor's Guide to Remedy.

Service/Program Management Contacts

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Edward Rose

Manager – Service/Program Management
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Stephen Murphy

Director – Service/Program Management
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E-mail: steve.n.murphy@verizon.com

Chain of Command

For overall program management issues, Verizon's program manager assigned to DIR, (insert name) will be the first point of contact. The chain of command after Janet Smith will be Justin Stephens.

The Role of the Account Team

The members of the Verizon Account Team, headed by the Account Team Manager, will continue to deal directly with Tex-AN NG on account relationship issues. The primary roles of the account team are to:

- Strengthen the strategic relationship between Verizon and Tex-AN NG so that Verizon can better understand, anticipate and meet Tex-AN NG needs and requirements.
- Maintain overall responsibility for sales, support, and operations
- Participate in evaluation of network topology, diversity, and connectivity issues.
- Lead in resolution of billing, credit allocation and invoicing issues.
- Provide Tex-AN NG with pricing information on request.

Program Reviews

The Verizon program management team is available to conduct weekly status review meetings for the first six months of the Agreement and monthly status review meetings thereafter at the request of DIR The status review meetings will include a review of service installations, planning

for future installations, the implementation of changes to the installation schedule and installation jeopardy issues. The Verizon Program Management team will also support project-related meetings to coordinate circuit installation and the resolution of specific issues between Verizon and Tex-AN NG.

Contract Management

The PMO will analyze the prime contract and service deliverables, which will be imbedded in the Transition Plan and Policies and Procedures Manual in the PMO management systems, including the relevant service delivery plans. The PMO will document compliance with contract requirements in regular reports to TEX-AN NG. Verizon will provide DIR with required reports as defined in the Vendor Reporting Guide regarding contract compliance.

Program Manager

The Program Delivery Manager will assume responsibility for the performance of all project activities and be the key individual overseeing the Change Management process during the transition (with the exception of transition specific related activities) and during steady state throughout the life of the contract. The Program Delivery Manager will coordinate change management activities with the Service Managers and Project Manager to ensure contractual conformance, identify potential problems, set and adjust priorities, and redirect activities as necessary to achieve the goals of the project including:

- Oversee end-to-end service delivery, operations and continuous service improvements
- Secure, organize, and manage Verizon personnel and resources within Verizon and external Verizon suppliers to deliver on the signed agreement
- Monitor on an ongoing basis service delivery to ensure compliance with service levels
- Ensure that all program deliverables are completed
- Monthly or ad hoc service review meetings; preparing reports and data and distributing to meeting participants for and with reasonable time to review prior to the scheduled meeting
- Verizon understands that DIR reserves the right to request, in special cases (such as performance shortfalls or issue escalations), more frequent reporting as needed.

Project Manager

The Verizon Project Manager is accountable for the successful execution of the global implementation project. The Project Manager is the primary point of contact for performing overall project management services. This person will have extensive experience in managing large and complex projects in such a way that the project is accomplished to the complete satisfaction of DIR or DIR's customer, on schedule and within budget. This person will advise of progress on all matters affecting them and ensure that Verizon delivers and provides the highest level of performance, quality, and service. This person will have fulfilled a senior leadership and mentoring role within the Verizon project management community. In addition, the Project Manager will perform duties to include the following:

- Manage all TEX-AN NG transition project management activities including resources and budget requirements
- Manage the planning, scheduling, coordinating, monitoring, reporting, and control of projects

- Facilitate site survey/readiness activities in support of transition
- Facilitate implementation/transition pre-planning workshops. Develop Implementation Plan
- Provide technical guidance to technical transition staff
- Work with DIR to ensure both customer and business needs are met
- Provide and manage central resources for the project teams
- Develop relationships with appropriate work groups within Verizon to facilitate timely solutions to any project issues
- Escalate any critical issues. Develop effective corrective actions to resolve issues
- Ensure a clean and clear hand-over at the close of each project
- Effectively manage any sub-contractor requirements. If Verizon Business provides any of the services through subcontractors, Verizon Business will at all times remain responsible as the primary contractor for any work performed by such subcontractors.

Provide regular project reports to Program Delivery Executive.

Continual Service Improvement

The PMO, through the processes implemented by the functional managers, will act as a watch tower to align and realign Services to changing business needs by identifying and implementing improvements to the services that support TEX-AN NG's Business Processes. The Service Lifecycle is a comprehensive approach to Service Management: seeking to understand its structure, the interconnections between all components, and how changes in any area will impact the whole system and its constituent parts over time. It is an organizing framework designed for sustainable performance.

The Service Lifecycle can be viewed as a phased life cycle, where the phases are:

- Defining strategy for the IT Service Management
- Designing the services to support the strategy
- Implementing the services in order to meet the designed requirements
- Supporting the services managing the operational activities

The interaction between phases is managed through the Continual Service Improvement approach, which is responsible for measuring and improving service and process maturity levels. The primary focus of the Verizon Service Management Platform and our entire internal approach to ITIL is Continual Service Improvement; to align and realign IT Services to changing business needs by identifying and implementing improvements to the IT services that support our customer's business processes.

Verizon understands that DIR retains the right to require participation in an independent Verification and Validation (IV&V) audit should DIR determine that Verizon's performance falls short of standards set forth in the CTSA.

The Service Management methodology provides a structured, consistent process for ***initiating***, ***planning***, ***executing***, ***controlling***, *and* ***closing*** projects throughout the full project lifecycle. The Service Management methodology is ISO 9001 certified. Our approach goes beyond that

of the traditional cutover committee. We will utilize tools and techniques that facilitate scheduling, resource allocation, tracking of progress, and status reporting.

Through an extensive factor analysis process, the Project Manager will collect all pertinent information necessary to ensure the successful implementation of DIR or Customers' project. The Project Manager will work closely with team members throughout the project life to ensure contractual conformance, identify potential problems, set and adjust priorities, and redirect activities as necessary to achieve the goals of the project. The Project Manager becomes the single point of contact to DIR or Customers on issues involving the project and he or she is accountable to *manage* the project to a successful conclusion.

The use of the ISO 9001 process provides a structured and consistent process for all projects through the diligent use of seven Service Management processes. The following is a brief outline of the Service Management process used by the Verizon Business Service Management organization. While it may seem that some of these steps won't apply to many projects, only by addressing each step can we ensure project success.

Project Initiation

As soon as DIR or Customers is recognized as a project, the Verizon Business Service Management organization will assign a Project Manager to work with the Verizon Business Account Team during the proposal phase. This person will assist the Account Team in addressing key issues such as work force availability, requirements for new equipment or facilities, ordering intervals, technology, training, methods and procedures, operations support systems, etc. before a proposal is presented to the customer. This process is essential to ensure a successful project implementation for DIR or Customers.

Project Planning

Upon notification of securing a contract with DIR or Customers, the assigned Project Manager will meet with the Account Team, the Verizon Business implementation team, DIR or Customers 's Project Manager, and other supplier representatives as appropriate, to develop a comprehensive project plan. The development of the project plan will be a closely coordinated effort between all project entities. During this planning phase, guided by DIR or Customers' specific requirements, Verizon Business Service Management will apply the first six steps of its Service Management process to ensure that a complete understanding of the project exists between all involved parties before proceeding with implementation. The first six steps of our process are:

(1) ***Perform Factor Analysis*** as a structured and disciplined approach to analyzing and understanding the project by defining ten factors. Available to the Project Managers are many tools and templates that can be used to flush out many assumptions and unknowns that may exist with any project, including one for DIR or Customers. These ten factors are as follows:

- Definition/Scope - including major functions and deliverables for the project
- Resources - all financial, technical, material, and human resources required
- Time - estimated work time and task intervals
- Risk - potential hazards and risk associated with the project
- Procedures - organizational steps to be observed

- Environment - competitive, cultural, political, geographical, physical, and technical conditions surrounding or influencing the project
- Change - new or future conditions, requirements, events, or constraints discovered within or imposed upon the project
- Communications - the effective information sharing of all project activities including meetings, status reports, and presentations among the virtual project team
- Commitment - support for the project from sponsors, end users, and identified stakeholders
- Expectations - specific information regarding the anticipated project results

(2) ***Document Deliverables*** defined in Step 1 making certain that Verizon Business and DIR or Customers are each aware of their obligations and understand the expected outcome of the project. The Project Manager will meet with DIR or Customers 's Project Manager to confirm and record their expected project results. The meeting will attempt to gather as much information as possible to secure a complete understanding of the customer's explicit and implicit requirements, including current and future plans.

(3) ***Define Change Control Procedures*** so that all parties agree to what constitutes change and how changes will be handled during the project.

(4) ***Develop Work Breakdown Structures*** *(WBS)* that define the DIR or Customers project in terms of specific tasks, deliverables, and activities necessary during various project phases to accomplish the overall project objectives. Then, determining dependencies between the project tasks provides the sequence in which the tasks must be performed. These dependencies are the foundation upon which priorities, resource assignments, and scheduling strategies are laid to build the DIR or Customers project schedule. The development of a complete and accurate WBS is critical to project success, since the majority of project time and cost overruns can be traced to overlooked or omitted tasks that were required for successful project delivery.

(5) ***Estimate Tasks and Environment*** in terms of time and cost, as defined within the WBS, and in accordance with environmental constraints identified during the factor analysis. Estimate revisions may occur frequently during the life cycle of a project. All project team members are kept apprised of changes to these estimates via the communications plan.

(6) ***Create Schedule and Assign Staff*** for a work plan of project events and deliverables that will be the primary tool for monitoring progress. The Project Manager will work closely with DIR or Customers' Project Manager in preparing this project plan and will employ Microsoft Project™ to develop the document.

Project Execution (Implementation)

Once Verizon Business and DIR or Customers have completed a detailed project plan, we will begin the execution phase of the project. Verizon Business Service Management is committed to provide the resources necessary for a defect-free implementation of the services and systems required by DIR or Customers.

During this phase, the Project Manager will apply the seventh Service Management step.

(1) ***Manage to Expectations*** by monitoring and controlling changing expectations and achieving results by emphasizing deliverables, focusing on risks identified in the planning and scheduling process, and proactively fostering open communications with all stakeholders within Verizon Business and DIR or Customers . Verizon Business will use commercially reasonable efforts to complete the project by DIR or Customers' required due date, given changes to the schedule that may result from events beyond Verizon Business's control including but not limited to, force majeure conditions, third party caused delays and customer readiness and access conditions.

Project Control

Project Communications

During the planning stage, Verizon Business and DIR or Customers will develop a formal communications plan. The communications plan will define the frequency of scheduled project team meetings, and outline requirements for project status reports, as well as meeting minutes, action item status, and project task completion. The communications plan will also document all project team members as well as outline the formal communications channels. The Verizon Business Project Manager will act as the single-point-of-contact for escalation for DIR or Customers. The single-point-of-contact approach provides predictability, timeliness, accuracy, and consistency of information sharing. In addition, the Verizon Business single-point-of-contact provides DIR or Customers with a consistent interface, maintaining responsibility and accountability for current and planned projects.

Formal communications are the key to initiating change and determining when a project milestone has been reached. The Project Manager will hold regularly scheduled review meetings with DIR or Customers as outlined in the communications plan. He or she will prepare and distribute written meeting minutes after each meeting. Regularly scheduled project team meetings and communications plans keep all parties within Verizon Business and DIR or Customers involved in the implementation process.

As the single-point-of-contact the Project Manager acts as the liaison between DIR or Customers 's Project Manager and the entire team. All formal communications in both directions flow through the Project Manager. These communications will include project status reports, meeting minutes, action item status, just to name a few. This also includes communication with all appropriate team members to confirm that all tasks are successfully completed. Through these communication channels, the Project Manager will be able to resolve potential problems before they can affect the overall success of DIR or Customers' project.

Scope Management

The strong position of Service Management has significant benefits not only for Verizon Business, but also for our customers by preserving order and providing control. The Verizon

Business Project Manager will be responsible for direction, control, supervision and administration of the activities involved in the installation and cutover of the proposed system. The Project Manager will focus on all of DIR or Customers' needs and interests, and by obtaining a clear and concise understanding of the DIR or Customers' expectations, ensures that all Verizon Business personnel associated with the project have this same understanding.

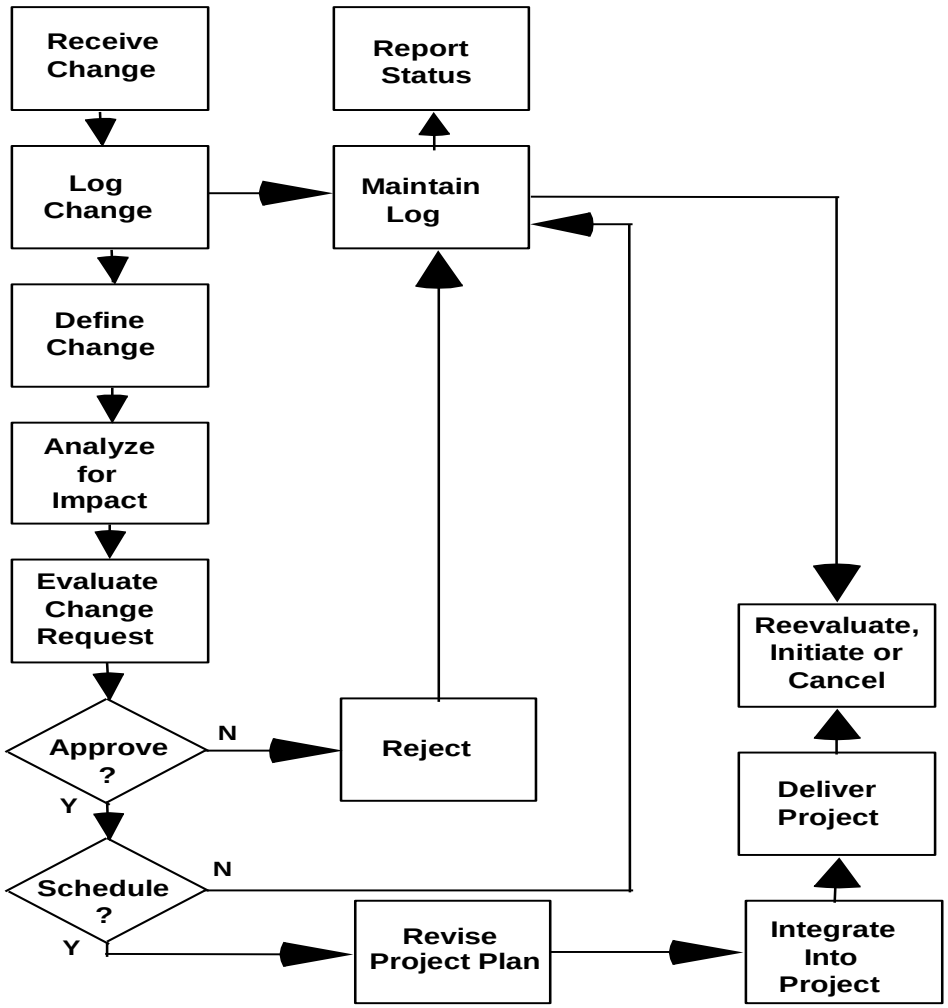
The Verizon Business Project Manager will analyze, review, and obtain approval for all requirements and deliverables by completing a stakeholder analysis, identify measurable and testable requirements, and document and baseline all identified requirements. The Verizon Business project team will meet with DIR or Customers to confirm and record the expected project results, and to gather as much information as possible to secure a complete understanding of the DIR or Customers' explicit and implicit requirements, including current and future plans. Verizon Business supplies an array of automated diagnostic and analytical tools to its Service Management staff, thereby providing the ability to carefully track schedules and provide comprehensive reports to DIR or Customers . Verizon Business will utilize Microsoft Project to schedule, track, and report progress throughout the project.

Change Management Methodology

Based upon an analysis of the initial project information, the Verizon Business team develops key milestones and identifies their relationships to each of the technical activities and responsibilities. All of the project requirements are documented and tracked relative to the key milestones. Once DIR or Customers and Verizon Business have finalized the project plan, any revisions to the plan are approved only through the change control process.

As the project develops the Project Manager will adjust the milestones to accommodate changes in DIR or Customers' requirements and to reflect unforeseen changes in circumstances. The Project Manager will actively track and manage all project changes through a formal change control process. The change process enables changes to the project to be efficiently communicated and incorporated into the project plan. Change notices are entered into a change control database, and the requests are sent to the appropriate team member for implementation.

The following process diagram depicts the major activities in managing project change:



Risk Management

To ensure the success of all Verizon Business projects, Project Managers utilize a tried and proven approach to managing risk and reducing uncertainty. They are trained to examine risk management within the overall context of the project lifecycle and to address the crucial issues that arise in identifying, analyzing, and mitigating risk for Verizon Business's customers. Verizon Business's Project Managers are skilled in the use of both qualitative and quantitative techniques to assess the effects of risk, and they apply these techniques within the overall framework of a structured process approach to risk management.

Project Escalation

The Project Manager's responsibility is the "concentration of accountability". This individual is dedicated to a successful overall project implementation, rather than to any one functional area. The Project Manager assumes full responsibility for the performance of all project activities while ensuring that DIR or Customers' requirements are delivered on time and in a quality manner. All project team members report directly or dotted line into the Project Manager and the Project Manager reports directly to the Director of Service Management.

The position of Project Manager is one of high visibility and receives executive management attention at Verizon Business. The consistent use of Service Management processes by the Verizon Business Service Management organization has proven to be successful on many major projects undertaken with our valued customers. However, any problems in a project for DIR or Customers that cannot be resolved at lower levels will ultimately be escalated to Service Management Executive Management.

Schedule Management

As defined in the planning stage, Verizon Business will develop key milestones and identify their relationships to each of the technical activities and responsibilities. All project requirements are documented and actively tracked relative to the key milestones. Any revisions to the project plan are only approved and authorized through the formal change order process. By monitoring and controlling changing expectations and achieving results by emphasizing deliverables, focusing on risks identified in the planning and scheduling process, and proactively fostering open communications with all stakeholders, the Verizon Business Project Manager will ensure that all tasks are completed and that every site implements successfully as documented by the deliverables and requirements plan.

Budget Management

Verizon Business has the Service Management expertise and dedicated team to work with DIR or Customers in delivering and executing a joint transition project plan to migrate, enhance, and manage DIR or Customers' project and reduce the cost of ownership. Verizon Business will be responsible to procure hardware, software, and services as defined by the Scope and project requirements. Verizon Business will manage and oversee all agreed upon procurement activities for the project, including delivery schedules, staging resources, shipping personnel, inventory accuracy and control, documentation, and reporting. In addition, Verizon Business will coordinate deliveries with the installation schedule to maintain Just-In-Time delivery and user expectations for all site activities.

Verizon Business will work closely with DIR or Customers to verify that the equipment delivery schedule and resource allocation reflects scheduling constraints and adheres to documented financial management procedures. Verizon Business will track time and costs associated with the DIR or Customers projects as agreed upon in the deliverables list and Scope of Work. The Verizon Business Project Manager will work closely with DIR or Customers to generate accurate and timely financial information, and will maintain all financial information, including budgets and estimates.

Project Closeout

The project is not complete until DIR or Customers has formally accepted the contracted project services and deliverables. During this phase, Verizon Business will confirm that the project has met all of the project requirements. Closeout activities are not only performed at project completion, but can be done as each milestone is met. This ensures that each phase of the project is accurately documented and that useful information is not lost.

At project completion a formal closeout meeting will be held between the Project Manager and DIR or Customers. Verizon Business will deliver to DIR or Customers all agreed upon documentation, including, but not limited to, site surveys, network drawings, equipment lists, software licenses, test results, and any other documentation outlined in the Statement of Work. If applicable, the Project Manager will confirm that DIR or Customers fully understands all

maintenance service procedures. The deliverables list will be presented to DIR or Customers for review and final signature approval. Finally, the content of the final bill will be reviewed to verify all charges and to obtain the DIR or Customers' agreement that all charges are accurate.

Service Management Resources

Verizon Business's Service Management techniques and procedures are well established and our Project Managers have requisite experience and outlook to ensure the successful implementation of every system Verizon Business installs. Verizon Business's experience with large and complex projects, such as DIR or Customers', has taught Verizon Business that planning and providing a cohesive support team is critical to the success of a project of this size. Team members are selected for a particular project not only because they possess superior knowledge and in-depth experience for the specific project *and* have the required technical/managerial expertise, but also a proven track record of performance on numerous project teams. Each project is viewed as extremely significant to Verizon Business, and executive management is committed to providing the skilled personnel and technical resources to meet the project requirements. Upon contract award, the type and number of team members required for a particular project are determined by reviewing the scope, complexity, and DIR or Customers' schedule.

The Verizon Business Team will be lead by a Project Manager who is selected for DIR or Customers because he or she has a proven track record and an understanding of DIR or Customers' business. The Project Manager is responsible for the complete development lifecycle – opportunity creation, definition, analysis, design development, installation, and management. The Project Manager takes full responsibility for overall project performance, is fully aware of project status at all times, and acts as the single-point-of-contact for DIR or Customers.

Each Verizon Business system installation will be assigned a Project Manager who heads an experienced project installation team. All team members, including any subcontractors, report to the Project Manager. This single-point-of-contact ensures predictability, timeliness, accuracy, and consistency of information sharing. In addition, the Verizon Business single-point-of-contact provides DIR or Customers with a consistent interface, maintaining responsibility, and accountability. This enables a customer to focus on his or her core competencies while Verizon Business manages the successful and synchronized implementation of the project. This type of relationship from the onset provides a blueprint for successful project activity.

Verizon Business Project Managers have extensive experience in project implementations and understand how to work with and manage vendors and subcontractors. The Project Manager develops, executes, and meets the implementation schedule and ensures that the Verizon Business Quality Assurance Program is being implemented at the service and operational levels.

Furthermore, the Verizon Business Project Manager responsibilities include, but are not limited to:

- Review the SOW and/or contract with DIR or Customers' Point of Contact.
- Establish and maintain project communications with DIR or Customers' Point of Contact, including weekly status reports. This also includes communication with all appropriate units to ensure all tasks have been completed.

- Act as a single point of escalation for the entire project within the supplier organization.
- Review and administer the Project Change Control Procedure with DIR or Customers' Point of Contact.
- Manage Verizon Business resources, including all subcontractors performing services for DIR or Customers.
- Responsible to ensure that every location implements successfully as documented by the Statement of Work and/or contract or subsequent change controls.
- Responsible to ensure that inventory ordered on behalf of DIR or Customers for this project is controlled, managed and properly documented.
- Responsible for interfacing with other suppliers and contractors when necessary.
- Ensure only properly trained and qualified staff and contractors are used.
- Coordinate all on-site activities.
- Verify that all site documentation is complete and delivered per the Statement of Work.
- If required, ensure that all Letters of Agency are in place and assist with circuit planning and delivery.
- Attend all project planning and status meetings.
- Prepare and distribute written meeting minutes after each meeting.

Reports

Verizon will provide DIR with project reports as defined in the Vendor Reporting Guide.

Online Program Management Tools

Our electronic service management tools are designed to provide online access to your data, 24 hours a day, seven days a week, with key customer-to-carrier touch points and a wide choice of entry methods – from web-based desktop to system-to-system access through your own applications.

DIR and its customers can access the Verizon Enterprise Center via two methods described below:

- **Contact your Account Team:** Your Account Team may sign you up for access to the portal tools. As part of this process, you will receive an e-mail directing you to go online and complete your registration by creating your own user ID and password.
- **Self-register:** You may self register by following the process that begins just below "Enroll Now" on the log in page. This registration process will give you guest user access only to the portal. As a guest user, you may view portal content but will not have access to the tools.

Registration Steps

- From http://enterprisecenter.verizonbusiness.com select Enroll Now.

- Select the scope of services you manage
- Indicate user and company information
- For joint Verizon Wireless - Verizon Business access
    - Provide your Federal Tax ID and Dun and Bradstreet Number
    - Indicate a wireless number from one of the accounts that you are enrolling
    - Verify that you are the authorized signer on the account.
    - Continue through the self-service enrollment process
- For Verizon Business access:
    - Enter your email address and account type
    - Enter the account ID information that is provided on your invoice. Contact your account representative if you do not know your account ID
    - Create your personal profile and enter your contact information on the Personal Information screen then click Submit. Fields marked with an asterisk are required

NOTE: After you enter all the required information on the registration screens, a confirmation email is sent to you including a verification code and link to complete the registration process. After you receive this email, you are ready to create your user name and password to begin using the Portal.

- Select the link included in your confirmation email
- Enter the verification code that was provided in your confirmation email
- Click **next**
    - Create user User ID and Password. The unique user ID must be between 5 and 20 lowercase characters, and alphanumeric with no spaces
    - Your password must be 8 and 12 characters long, contain at least one number, and a mix of both upper/lowercase letters without spaces. For additional security, you can use non-alphanumeric characters, e.g., /, &, +, and *
- Select **Submit**
- Select **Sign In**
- Enter the User ID and Password you created
- Read and accept the Terms & Conditions. You must accept the Terms and Conditions in order to use the portal.
- Click continue. You are now registered and ready to use the portal.

HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: ***11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

For assistance contact the HUB Coordinator at bernadette.davis@dir.state.tx.us. For additional help an instructional video on how to complete the HUB Subcontracting Plan is available on the Texas Comptroller of Public Accounts web site at: http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/

If you are not subcontracting any portion of the contract, the self performance justification statement must be completed. (section 9)

If you are subcontracting, your supporting documentation of the good faith effort must be included with your response. (section 7) Please label the section that includes the supporting documentation.

Failure to comply may result in your response being rejected.

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

a. Respondent (Company) Name: **Verizon Business** State of Texas VID #: _____

Point of Contact: **Colleen Parker, Account Manager** Phone #: **512-495-6760**

b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No

c. Solicitation #: **DIR-TEX-AN-NG-001**

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

☒ - **Yes, I will be subcontracting portion(s) of the contract.**
(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)

☐ - **No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.**
(If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) - IT Consulting/Staff Augmentation	**(#11)** -
(#2) -	**(#12)** -
(#3) -	**(#13)** -
(#4) -	**(#14)** -
(#5) -	**(#15)** -
(#6) -	**(#16)** -
(#7) -	**(#17)** -
(#8) -	**(#18)** -
(#9) -	**(#19)** -
(#10) -	**(#20)** -

*If you have more than twenty subcontracting opportunities, a continuation page is available at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc**

Enter your company's name here: **Verizon Business** Solicitation #: **DIR-TEX-AN-NG-001**

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at *http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc*.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 1 **Description:** **IT Consulting/Staff Augmentation**

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ **- Yes (If Yes, complete SECTION 8 and 10.)** ☒ **- No / Not Applicable (If No or Not Applicable, go to SECTION 5.)**

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☒ - **Yes (If Yes, complete SECTION 8 and 10.)** ☐ - **No / Not Applicable (If No or Not Applicable, go to SECTION 6.)**

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at ***http://www2.cpa.state.tx.us/cmbl/cmblhub.html***, and its HUB Directory, found at ***http://www2.cpa.state.tx.us/cmbl/hubonly.html***, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at ***http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/***. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
Bridge Networks, Inc.	1710939800200	09 /16 /2010	☒ - Yes ☐ - No
Pinnacle Technical Resources	1752674696500	09 /08 /2010	☒ - Yes ☐ - No
Managed Staffing	1260717857600	09 /08 /2010	☒ - Yes ☐ - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
Pinnacle Technical Resources	1752674696500	33%	$3.6M	☒ - Yes ☐ - No*
		%	$	☐ - Yes ☐ - No*

***If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:**

Enter your company's name here: _____ Solicitation #: **DIR-TEX-AN-NG-001**

SECTION 9 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

☐ **- Yes** If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.

☐ **- No** If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

SECTION 10 - AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls***).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature on File	Suleiman Hessami	VP – Pricing & Contract Mgmt	09/27/2010
Signature	Printed Name	Title	Date

Amendment Number One
to
Contract Number DIR-TEX-AN-NG-CTSA-010
between
State of Texas, acting by and through the Department of Information Resources
and
Verizon Business Network Services, Inc.

This Amendment Number One to Tex-AN-NG Contract Number DIR-TEX-AN-NG-CTSA-010 ("Contract") is between the Department of Information Resources ("DIR") and Verizon Business Network Services, Inc. on behalf of itself and all of its affiliates ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract dated December 22, 2011 as follows:

1. Article 3, Section 3.11 Vendor Certifications (g) is hereby updated and restated as follows:

   Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, and

2. Article 11, Section 11.03 Termination of CTSA (d) (5) (B) is hereby updated and restated as follows:

   Vendor and its principals becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, or

3. Exhibit A, Definitions, Article 2. Definitions, 22. Customer, is hereby updated and restated as follows:

   22. Customer - Any eligible purchaser of Services. Customers are defined in accordance with Section 2170.004, Texas Government Code. Customers for telecommunications services include state agencies as defined in Section 2151.002, Texas Government Code, each house of the legislature, a legislative agency, an agency that is not a state agency as defined in Section 2151.002, Texas Government Code; a political subdivision, including a county, municipality, or district; a private institution of higher education accredited by a recognized accreditation agency as defined by Section 61.003, Education Code, that: A) engages in distance learning, as defined by Section 57.021, Utilities Code; and B) receives federal funds for distance learning initiatives; and assistance organizations, as defined in Section 2175.001, Texas Government Code. A customer for the receipt of Services also may include those state agencies purchasing from a DIR contract through an Interagency Agreement as authorized by Chapter 771.

4. Exhibit C, Descriptions, Rates To DIR, Prices sales transactions and related telecommunications fees and surcharges for Awarded Services is hereby replaced in its entirety and restated.

5. Exhibit E. Reporting, Article 2. Reporting Contractual Principles. Section 2.01 General Reporting, (g) is hereby updated and restated as follows:

Vendor will provide a real-time, web accessible reporting dashboard. Vendor will consult with DIR to establish the final content of the dashboard. In addition to the Web-based reporting dashboard, the Vendor will provide regular, scheduled reports, as identified below and further described in the RFO, including:

(1) Infrastructure Change/Release Management Reports, RFO Section 4.3.2.1.B

(2) After Action Reports, RFO Sections 3.5.B.3.a and 4.3.2.1.D

(3) Trouble Ticket Report, RFO Section 3.5.B.3.b

(4) Trouble Ticket Aging Report by Customer, RFO Section 4.5.3.1.A

(5) SLA Non-Compliance Report, RFO Section 4.5.3.1.B

(6) ~~Local Services Sales Report, RFO Section 4.5.3.1.C~~**NOT APPLICABLE TO THIS CONTRACT**

(7) ~~SOHO Sales Report, RFO Section 4.5.3.1.D~~**NOT APPLICABLE TO THIS CONTRACT**

(8) Number not assigned

(9) Marketing Report, RFO Section 4.5.3.1.F

(10) Monthly Electronic Status Report, RFO Section 4.7.3.1

(11) Status for Projects by Customer Report, RFO Section 4.7.3.2

(12) HUB Subcontractor Report, Contract *Exhibit I, HUB Subcontracting Plan* and RFO Section 2.2.1.4.

(13) Direct Sales Transactions Reports, Contract Front End, *Article 5*

(14) ~~Security Monthly Progress and Performance Report (RFO Section 3.6.D)~~ **NOT APPLICABLE TO THIS CONTRACT**

(15) ~~Security Incident reports (RFO Section 3.6.1.B.9)~~ **NOT APPLICABLE TO THIS CONTRACT**

(16) ~~Network Topology Maps and Discovery Reports (RFO Section 3.6.2.B.4.a)~~ **NOT APPLICABLE TO THIS CONTRACT**

(17) ~~Network Discovery Executive Summary Reports (RFO Section 3.6.2.B.4.b)~~ **NOT APPLICABLE TO THIS CONTRACT**

(18) ~~Network Discovery Anomaly Risk Analysis Reports (RFO Section 3.6.2.B.4.c)~~ **NOT APPLICABLE TO THIS CONTRACT**

(19) ~~Network Discovery Address Space Analysis (RFO Section 3.6.2.B.4.d)~~ **NOT APPLICABLE TO THIS CONTRACT**

(20) ~~Network Discovery Perimeter Reports (RFO Section 3.6.2.B.4.e)~~ **NOT APPLICABLE TO THIS CONTRACT**

(21) ~~Network Discovery Device Fingerprinting Reports (RFO Section 3.6.2.B.4.f)~~ **NOT APPLICABLE TO THIS CONTRACT**

(22) ~~Ad hoc reports/network maps (RFO Section 3.6.2.B.5)~~ **NOT APPLICABLE TO THIS CONTRACT**

(23) ~~CPT Progress & Status Report (RFO Section 3.6.4.B.7)~~ **NOT APPLICABLE TO THIS CONTRACT**

(24) ~~CPT Exploitation Report (RFO Section 3.6.4.B.11)~~ **NOT APPLICABLE TO THIS CONTRACT**

(25) ~~CPT Findings Report (RFO Section 3.6.4.B.18), and~~ **NOT APPLICABLE TO THIS CONTRACT**

(26) ~~Exceptions and Outstanding Vulnerabilities Report (RFO Section 3.6.5.B.10.c).~~ **NOT APPLICABLE TO THIS CONTRACT**

6. Exhibit F. Plans, Article 2. Contractual Principles (f) is hereby updated and restated as follows:

f. The Management Plans, which were included in Vendor‘s Response to the RFO and have been negotiated for incorporation into the CTSA, include:

(1) ~~Network to Network Interface (NNI) Plan, RFO Section 3.1.1.1.C~~ **NOT APPLICABLETO THIS CONTRACT**

(2) Capacity Management Plan, RFO Section 3.1.1.1.D

(3) Security Disaster Recovery/Business Continuity Plan, RFO Section3.6.C

(4) ~~NOC Implementation Plan, RFO Section 3.7.B.1~~ **NOT APPLICABLETO THIS CONTRACT**

(5) ~~NOC Management Plan, RFO Section 3.7.B.2~~ **NOT APPLICABLE TO THIS CONTRACT**

(6) ~~Controlled Penetration Testing (CPT) Management Plan, RFO Section 3.6.4.B.3~~ **NOT APPLICABLE TO THIS CONTRACT**

(7) ~~Service Delivery Implementation Plan, RFO Section 4.1.1.1~~ **PLAN COMBINED WITH ONGOING SERVICE DELIVERY PLAN**

(8) Marketing Plan, RFO Section 4.1.1.1.I

(9) Service Delivery Management Plan, RFO Section 4.1.2.1

(10) ~~Order Process Implementation Plan, RFO Section 4.2.1.1~~ **PLAN COMBINED WITH ONGOING ORDER PROCESS PLAN**

(11) Order Process Management Plan, RFO Section 4.2.2.1

(12) ~~Change Management Implementation Plan, RFO Section 4.3.1.2~~ **PLAN COMBINED WITH ONGOING CHANGE MANAGEMENT PLAN**

(13) Change Management Plan, RFO Section 4.3.2.1

(14) ~~Inventory Management Implementation Plan, RFO Section 4.4.1.1~~ **PLAN COMBINED WITH ONGOING INVENTORY MANAGEMENT PLAN**

(15) Ongoing Inventory Management Plan, RFO Section 4.4.2.1

(16) ~~Help Desk Implementation Plan, RFO Section 4.5.1.1~~ **PLAN COMBINED WITH ONGOING HELP DESK PLAN**

(17) Ongoing Help Desk Management Plan, RFO Section 4.5.2.1

(18) Billing Plan, RFO Section 4.6.2

(19) ~~Program Management Plan, RFO Section 4.7.1~~. **PLAN COMBINED WITH ONGOING PROGRAM MANAGEMENT PLAN**

(20) Ongoing Program Management Plan, RFO Section 4.7.2., and

(21) Disentanglement Plan, *Exhibit B Terms and Conditions, Section 11.06.* **UPON DIR REQUEST**

7. Exhibit H. Form of TEX-AN-NG Customer Services Agreement, Article 1, Article 2, Article 3, Article 4, Attachment H-1, and Attachment H-2, are all hereby removed and Exhibit H will be reserved for future use.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number One, and then the Contract.

THIS SECTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of last signature.

Verizon Business Network Services, Inc. on behalf of itself and all of its affiliates.

Authorized By: _____Signature on file_____

Name: __**Anthony Recine**_____

Title: __Vice President_____

Date: _____7/11/2014_____

The State of Texas, acting by and through the Department of Information Resources

Authorized By: _____Signature on file_____

Name: ___John Hoffman_____

Title: _____Director CTS_____

Date: ____9/16/2014_____

Legal:_____

AUTHORIZED FEDERAL ACQUISITION SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICE LIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES

SPECIAL ITEM NUMBER 132-8 PURCHASE OF EQUIPMENT- SUBJECT TO COOPERATIVE PURCHASING

FSC Class 5805 – Telephone and Telegraph Equipment
FSC Class 5810 – Communications Security Equipment and Components
FSC Class 5895 – Miscellaneous Communication Equipment
- Installation (FPDS Code N070) for Equipment Offered
- Deinstallation (FPDS Code N070)
- Reinstallation (FPDS Code N070)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SPECIAL ITEM NUMBER 132-12 MAINTENANCE OF EQUIPMENT- SUBJECT TO COOPERATIVE PURCHASING

- Maintenance (FPDS Code J070)

SPECIAL ITEM NUMBER 132-33 PERPETUAL SOFTWARE LICENSES- SUBJECT TO COOPERATIVE PURCHASING

FSC Class 7030 – Information Technology Software

SPECIAL ITEM NUMBER 132-34 MAINTENANCE OF SOFTWARE -SUBJECT TO COOPERATIVE PURCHASING

SPECIAL ITEM NUMBER 132-51 INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES - SUBJECT TO COOPERATIVE PURCHASING

FPDS Code D301 – IT Facility Operation and Maintenance
FPDS Code D302 – IT Systems Development Services
FPDS Code D306 – IT Systems Analysis Services
FPDS Code D307 – Automated Information Systems Design and Integration Services
FPDS Code D308 – Programming Services
FPDS Code D310 – IT Backup and Security Services
FPDS Code D316 – IT Network Management Services
FPDS Code D317 – Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399 – Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.
Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.
Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

CONTACT INFORMATION:

Verizon Federal Inc.
22001 Loudon County Parkway
Ashburn, VA 20147
www.verizonbusiness.com/federal

Equipment & Service Orders:
1-800-288-6190
Fax:
1-800-873-9112

Contract Number: GS-35F-0146L

Period Covered by Contract: December 22, 2010 through December 21, 2015

GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE

Price list current through Modification # PA-0383 dated Aug. 29, 2013.

Products and ordering information in this Authorized FSS Information Technology Schedule Price List are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at http://www.fss.gsa.gov/.

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SECTION 1. INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES:

Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/price lists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/price lists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting price lists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

CONTRACTOR'S ORDERING ADDRESS:	**CONTRACTOR'S PAYMENT ADDRESS:**
Verizon Federal Inc.	Verizon
1525 Sparkman Drive	P.O. Box 64302
Huntsville, AL 35816	Baltimore, MD 21264-4302
Email: gsascheduleprogram@verizon.com	

WIRE TRANSFERS:
Call 1-800-288-6190 for instructions

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

For SIN 132-8, 132-12, 132-33 , 132-34 and 132-51
132-8 STLOC, 132-12 STLOC, 132-33 STLOC, 132-34 STLOC and 132-51 STLOC

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

EQUIPMENT & SERVICE ORDERS:
Phone 1-800-288-6190 Fax 1-800-873-9112

REPAIR:
1-800-338-9144

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment (see Section 11), the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE:

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS): 17-804-1406
Block 30: Type of Contractor: C. Large Business
Block 31: Woman-Owned Small Business: No
Block 36: Contractor's Taxpayer Identification Number (TIN): 52-1843957
CAGE CODE: 0DE86

Contractor has registered with the Central Contractor Registration Database.

5. FOB: DESTINATION

6. DELIVERY SCHEDULE:

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8/132-8 STLOC	Average of thirty (30) days
132-12/132-12 STLOC	Average of thirty (30) days
132-33 /132-33 STLOC	Average of thirty (30) days
132-34/132-34 STLOC	Average of thirty (30) days
132-51/132-51 STLOC	As negotiated between the ordering activity and contractor

Expedited, Overnight, and 2-Day Delivery are outside the scope of this contract. Shorter delivery schedules may be available depending upon the product(s) and service(s) ordered. If available, any costs associated with accelerated order processing or shipping shall be paid by the customer.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET prices; Basic Discounts have been deducted.
a. Prompt Payment- ½ % - 20 days from receipt of invoice or date of acceptance, whichever is later.*
b. Quantity- None
c. Dollar Volume- None

d. Government Educational Institutions- Government Educational Institutions are offered same discounts as all other Government customers.
e. Other- None

8. TRADE AGREEMENTS ACT OF 1979, as amended:
All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Export packing is not available on this contract.

10. SMALL REQUIREMENTS:
The minimum dollar value of orders to be issued is $100.00.

11. MAXIMUM ORDER: (All dollar amounts are exclusive of any discount for prompt payment.)
The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:

Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-12 – Maintenance of Equipment
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-51 - Information Technology (IT) Professional Services

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS:

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATIONS STANDARDS REQUIREMENTS:

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries

to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to the National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunications products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to the National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001):

a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a

fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

c. Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

d. Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

e. Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

g. Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

h. Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

i. Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

j. Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:
Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (1) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1).

16. GSA Advantage!:

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

(1) Manufacturer;
(2) Manufacturer's Part Number; and
(3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (example: NetScape). The Internet address is http://www.fss.gsa.gov/.

17. PURCHASE OF OPEN MARKET ITEMS:

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND EPRESENTATIONS:

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;
(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES:

The terms and conditions of this contract shall apply to all orders for installation and maintenance of equipment in areas listed in the price list outside the 48 contiguous states and the District of Columbia, except as indicated below:

Alaska, Hawaii, Puerto Rico, and the U.S. Territories.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs):

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS:

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION:

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotation is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE:

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.verizonbusiness.com/gsastore

The EIT standard can be found at: www.Section508.gov/.

Section 508: The Enterprise Cloud: Public Sector Edition service is targeted to be Section 508 compliant the third quarter of 2012.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES:

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order-

a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
b. The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5):

a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY:

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS:

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

SECTION 2. RESERVED

SECTION 3. TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM NUMBER 132-8/132-8 STLOC)

1. MATERIAL AND WORKMANSHIP:

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER:

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT:

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES:

Most of the equipment offered on this Contract is not self-installable and is installable only by manufacturers' certified technicians.

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed in Section 15, Technical Service Rates.

Contractor responsibilities include:

1) Providing the ordering activity with site preparation requirements in accordance with the manufacturers' specifications;
2) Coordinating equipment installation with the Building Telecommunications Manager and with the telephone company (if applicable);
3) Inspect the site prior to the start of installation, as mutually agreed upon;

4) Reporting to the ordering activity any rejections and reasons therefore found during inspection; and
5) Delivering and installing the equipment ordered, ready for use, on or before an installation date (day, month, year) agreed to, in writing, by the Contractor and the ordering activity.

Ordering activity responsibilities include:

1) Obtaining any necessary permits and/or licenses as required by the state or local laws.
2) Providing the Contractor with an installation/design plan in a mutually agreeable timeframe established at the project kick-off meeting;
3) Informing the Contractor of the presence of known or presumed asbestos containing material (PACM), and the abatement of such material.
4) Preparing the installation site per the Manufacturer's and Contractor's specifications and requirements;
5) Identification of a System Administrator to support system installation activities.
6) Providing a single point-of-contact or COTR for resolving disputes in design or functionality;
7) Providing access to the switchroom and station locations as required by the Contractor, subject to security regulations;
8) Providing the Contractor access to the ordering activity purchased equipment (all hardware and software required for the installation) for inventory at a mutually agreed upon date, but no later than five (5) work days prior to the commencement of the installation;
9) Providing a classroom with chairs and tables for end-user station training for a pre-defined class size; and
10) Ordering and coordinating the installation of required telco services, (as defined by the Contractor during the kick-off meeting).

<u>Installation of Equipment</u>- Installation is defined as the initial setting in place and connecting of telecommunications equipment, switch cabling, and switch cable cross connects.

1) For most major manufacturers' telephone systems (Key Systems and PBX Systems) the Contractor or their certified subcontractors, shall be available to the ordering activity, at the ordering activity's location, to install the equipment. Prior to the start of installation, an installation/design plan must be provided by the ordering activity to the Contractor. This installation/design plan may include, but is not limited to, the following: floor plans, cable runs, terminal locations, schematic drawings, circuit and wiring diagrams, and system software configurations.

2) Site preparation specifications shall be furnished in writing by the Contractor. These specifications shall be in sufficient detail to ensure that the equipment to be installed shall operate in an environmentally efficient manner.
3) The ordering activity shall prepare the site at its own expense, which may include but is not limited to providing power connections, environmentals, tone and test verification of inside wiring (if wiring is being reused), and switchroom modifications, etc., in accordance with the Contractor's written specifications, at least fifteen (15) to thirty (30) calendar days prior to the installation date, or as mutually agreed to by the ordering activity and the Contractor.
4) The Contractor must coordinate equipment installation with the Building Telecommunications Manager. The Contractor will be responsible for coordinating with the telephone company (if applicable) to ensure that both equipment and dial tone function as a unit.
5) The Contractor shall inspect the site upon arrival and prior to the start of installation. The Contractor shall report to the ordering activity the dates of the inspection, any rejections, the reasons therefore, and the final inspection and acceptance.
6) The cost of any additional alterations or modifications in site preparation, which are attributable to conditions which could not possibly have been identified during the course of a normal site inspection, such as hidden (behind wall, ceiling, or floor) features or unforeseeable circumstances including acts of God, will be borne by the ordering activity. When it is mutually determined that a site survey is required and the Contractor has performed a site survey prior to the installation date, other alterations or modifications in site preparation, which could have been identified during the course of normal and customary site inspection procedures and which are attributable to incomplete or erroneous Contractor-provided specifications, and which involve additional expense to the ordering activity, shall be made at the expense of the Contractor.
7)
   a. The ordering activity shall provide the Contractor 7x24 access to the site (unless otherwise restricted by security reasons), prior to the installation date, for the purpose of installing the equipment. The contractor shall specify in writing the estimated time required to install the equipment.
   b. The Contractor shall install equipment, ready for use, on or before an installation date (day, month, year) agreed to, in writing, by the Contractor and the ordering activity. At the time of such an agreement, the Contractor shall also specify a period of time within which the order must be received by the Contractor, and beyond which the agreed installation date will no longer be binding. In the event the delivery order is received after the period of time provided for that purpose, and the Contractor refuses to accept the order, a new agreed to installation date and delivery order receipt may be established.

c. The agreed to installation date shall be written into the order and forwarded to the Contractor by certified mail.

d. Any changes by the ordering activity to an order, or any part thereof, may require the establishment of a new and/or additional mutually agreed to installation date. The ordering activity may delay the installation date and in-service date by notifying the Contractor in writing at least thirty (30) calendar days before the installation date previously established. Any expense incurred, such as equipment storage expense, shall be borne by the ordering activity should the ordering activity change the install date.

e. It is the Contractor's responsibility to ensure that all work conforms to accepted industry installation practices. The installation of switch cabling and switch wiring must meet all regulatory and industry standards.

f. The equipment shall not be considered ready for use until: (a) the Contractor provides the ordering activity with documentation (or Order Acknowledgment) of the successful system testing (according to the Manufacturers' specified testing procedures) performed at the site, which demonstrates that the equipment meets the minimum design capabilities; and (b) after review of the Order Acknowledgment, the ordering activity site contact signs the Order Acknowledgment thereby agreeing that the equipment is ready to begin the acceptance test.

g. If the equipment is accepted to be ready for use on a day prior to the installation date, the ordering activity may, at its option, elect to use the equipment, and change the installation date to the actual date of installation. Warranty service provisions will begin on that date. In this event, the order shall be so amended by the ordering activity.

8) On-site end-user station training is provided by the Contractor on a mutually agreed upon schedule. Training is included as part of the standard installation services and includes a system overview and end-user telephone set hands-on demonstrations and instructions. Additional charges may apply if the on-site end-user training is requested to be provided at a location other than the installation site. Manufacturer certified system administration and technical training courses are offered at an additional charge which are outside the scope of contract.

9) After installation, but prior to acceptance by the ordering activity, the Contractor must perform diagnostic testing for the telecommunications equipment listed on the delivery order. The diagnostic testing period cannot exceed thirty (30) calendar days. Failure rate/completion rate must be the acceptable rates in accordance with industry standards. Contractor must provide to the ordering activity written documentation of the diagnostic testing. If the telecommunications equipment fails to meet the acceptable industry standards within thirty (30) calendar days from the installation date, the ordering activity may at its option request a replacement of the equipment or terminate the delivery

order in accordance with the provision in the "Default" clause FAR 52.249-8 incorporated by reference into the contract.

Installation rates are provided in Section 15, Technical Service Rates.

De-installation of Equipment- De-installation is defined as the disconnect of telecommunications equipment and, when requested by the ordering activity, cable and wiring.

1) De-installation includes all labor, and incidental parts or materials necessary to accomplish equipment removal (including cabling that was installed by the Contractor, if requested by the ordering activity).
2) The only time that both an installation and a de-installation charge will occur on a delivery order for the same piece of equipment, is when the equipment is de-installed in one building or campus and reinstalled in another building or campus. De-installation shall NOT include packaging for shipment or movement to a different building outside of a campus area, unless requested by the ordering activity. If applicable, the Contractor shall, whenever requested, roll the cable, push it inside the floor, wall, etc., jack or amphenols intact.

De-installation rates are provided in Section 15, Technical Service Rates.

Reinstallation of Equipment- Reinstallation is defined as the installation of previously de-installed telecommunications equipment outside a building or campus area, or installation of previously stored equipment.

All reinstalled equipment must be certified in working order by the Contractor prior to the reinstallation of equipment.

Reinstallation rates are provided in Section 15, Technical Service Rates.

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis- Bacon Act (40 U.S.C. 276a-276-a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contact will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon Act wage determination will be issued by the ordering activity at the time a request for quotation is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

c. OPERATING AND MAINTENANCE MANUALS.

The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE:

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY:

a. Unless specified otherwise in this contract, Verizon will pass through the manufacturers' standard commercial warranty for all hardware offered under this contract. The specific warranty periods are listed by manufacturer part number and can be found in the price list section. Equipment purchased subsequent to the initial purchase takes over the warranty of the original equipment (i.e.: becomes co-terminus with the existing system) if the original equipment is still under warranty. As an example, if the original equipment was purchased nine months ago and has a remaining warranty period of three months, any subsequent added equipment at that time has a warranty period of three months.

The ordering activity forfeits all warranty service rights if, during the warranty period, the ordering activity or a third party: (a) fails to follow applicable installation, operation, maintenance, or environmental requirements; (b) alters, modifies, or repairs the products without the Contractor's written consent; (c) abuses, misuses or damages the products; (d) relocates products entitled to on-site maintenance without the Contractor's written consent, or (e) does not perform the manufacturers suggested preventative maintenance procedures. Warranty coverage does not extend to products damaged by acts, omissions or events beyond the Contractor's reasonable control, including power failures or surges. These warranties are exclusive and nontransferable. Repair or replacement is the ordering activity's sole remedy for non-working products.

VERIZON's warranty maintenance center can be reached at 1-800-338-9144, and is accessible 24 hours a day, 7 days a week, including holidays.

All parts replaced during the warranty period shall become the property of the Contractor.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. Inspection and repair of defective equipment under this warranty will be performed only as specified in the "Warranty Period & Terms" table below.

Note: Please call Verizon Federal Inc. (VERIZON) National Response Center toll free at 1-800-338-9144, to mail back the defective equipment and to receive instructions for return.

WARRANTY PERIOD & TERMS TABLE (In accordance with the product warranty categories listed in the attached price list, the following warranties will apply):		
Category	**Period**	**Terms of Warranty**
1	One Year	Warranty begins on the date of acceptance by the ordering activity. Repair or replacement of non-working products is without charge for parts or labor, but products must be returned to a specific address.

		Repair service will be provided at the Verizon Federal Inc. (VERIZON) service location per the following instructions: 1. Please call VERIZON toll free at 800-338-9144 to inform them that the defective product is being returned and to receive instructions for return. 2. Write your organization's name, contact name and phone number, address, and the date and place the equipment was purchased, and sales order number (if known) on a sheet of paper and place inside of box. 3. If your product has any non-VERIZON attachments or components, such as adapter plugs, extra length cords, or similar devices, you must remove them before the equipment is returned. VERIZON does not assume responsibility for the repair or return of attachments. 4. Seal the container. Address and return the container pre-paid and insured per VERIZON'S instructions. 5. VERIZON will ship a replacement product within 10 working days of receipt of defective product. VERIZON will pay all costs for return of the replacement product to you.
2	Two Years	Terms, conditions, and instructions are otherwise the same as Product Category 1.
3	Three Years	Terms, conditions, and instructions are otherwise the same as Product Category 1.
5	5 Years	Terms, conditions, and instructions are otherwise the same as Product Category 1.
90	Ninety Days	Terms, conditions, and instructions are otherwise the same as Product Category 1.
14	14 Months	Terms, conditions, and instructions are otherwise the same as Product Category 1.
15	15 Months	Terms, conditions, and instructions are otherwise the same as Product Category 1.

Li	Life of Equipment	Terms, conditions, and instructions are otherwise the same as Product Category 1.
0	No Warranty	No warranty is provided on this product.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT:

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less. Pricing adjustments will be made at the request of the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR:

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT:

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

SECTION 4. TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNONOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) (SPECIAL ITEM NUMBER 132-12/132-12 STLOC)

MAJOR MAINTENANCE SERVICES

1. SERVICE AREAS:

a. The maintenance rates, listed in Section 15, Technical Service Rates, are applicable to any ordering activity location within a fifty (50) mile radius of the Contractor's or Manufacturer's service centers. If any additional charge is to apply because of a greater distance from the Contractor's service location(s), the mileage rate outside of the 50 mile radius, or other distance factor, are outside the scope of contract.

b. When equipment repair services cannot be performed at the ordering activity installation site, repair services are outside the scope of contract.

c. Mailback Maintenance/Replacement. Customers may choose to mail their defective equipment back for repair. During the warranty period, shipping (one-way to Verizon or the manufacturer) is the only charge for this service. Beyond the warranty period, the charges listed in Section 15, Technical Service Rates, will apply. The shipping procedures are as follows:

1. Please call Verizon Federal Inc. (Verizon) toll free at 1-800-338-9144, to inform them that the defective product is being returned and to receive instructions for return.
2. Write your organization's name, contact name and phone number, address, and the date and place the equipment was purchased, and sales order number (if known) on a sheet of paper and place inside of box.
3. If your product has any non-Verizon attachments or components, such as adapter plugs, extra length cords, or similar devices, you must remove them before the equipment is returned. Verizon does not assume responsibility for the repair or return of attachments.
4. Seal the container. Address and return the container pre-paid and insured per Verizon's' instructions.
5. Verizon will ship a replacement product within 10 working days of receipt of the defective product. Verizon will pay all costs for return of the replacement product to you.

d. On-Site Maintenance Without Separate Maintenance Contract/ Non-Contract Services. Time, Expense, and Material (TE&M) service applies to all field service activity outside of other contractual pricing arrangements. Response is on a best effort basis. Service availability is listed in Section 14.4 Manufacturer Specific Service Conditions. Out of warranty equipment will assess labor, travel, material, and shipping charges. The rates for such services are listed in Section 15, Technical Service Rates

e. On-Site Maintenance with Separate Maintenance Contract. The rates for maintenance services offered under a maintenance contract, following the warranty period, are listed in Section 15, Technical Service Rates.

2. MAINTENANCE ORDER:

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lessor period of time, for the equipment shown in the price list. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS:

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

(Repair Service and Repair Part/Spare Parts Orders are not offered)

4. LOSS OR DAMAGE:

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity's installation, until the equipment is returned to such installation.

5. SCOPE:

a. The Contractor shall provide maintenance for all equipment listed in Section 14.4 Manufacturer Specific Service Conditions, (labor and/or parts, as applicable to the specific maintenance package selected) as requested by the ordering activity during the contract term. Prices for maintenance are shown in Section 15, Technical Maintenance Rates.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12.

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY:

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. RESPONSIBILITIES OF THE CONTRACTOR:

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service may be done within 4 hours after notification.

8. MAINTENANCE PROVISIONS:

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity. Please see Section 14.4 Manufacturer Specific Service Conditions for maintenance package options and complete descriptions. Prices for such services are listed in Section 15, Technical Service Rates.

b. Regular Hours. The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon 9-hour principle period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. After Hours. Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. Travel and Transportation. If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge is outside the scope of the contract.

e. Quantity Discounts. Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity are indicated below:

(Quantity Discounts are not offered)

9. REPAIR SERVICE RATE PROVISIONS:

This contract does not provide for repair services outside of those covered by specific manufacturer maintenance contracts that may be purchased by the government.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS:

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated ____, at a discount of ___% from such listed prices.

(Repair Parts/Spare Parts Rate Provisions are not offered)

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS:

a. REPAIR SERVICE

b. REPAIR PARTS/SPARE PARTS

(Guarantee/Warranty- Repair Service and Repair Parts/Spare Parts are not offered)

12. INVOICES AND PAYMENTS:

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, WILL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts- Repair Service and Repair Parts/Spare Parts are not offered under this contract.

SECTION 5. TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33/132-33 STLOC) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34/132-34 STLOC) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE:

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY:

a. Unless specified otherwise in this contract, Verizon will pass through the manufacturers' standard commercial warranty for all software offered under this contract. The specific warranty periods are listed by manufacturer part number and can be found in the price list section. For information on warranty categories and return procedures, please refer to the "Warranty Period & Terms" table under paragraph 6 of section "Special Item Number 132-8".

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES:

The Contractor, without additional charge to the ordering activity, shall provide a technical support hot line at 1-800-338-9144, for the purpose of providing user assistance and guidance from the Manufacturer in the implementation of the purchased software. The technical support number is available 24 hours per day, 7 days per week, including holidays.

4. SOFTWARE MAINTENANCE:

a. Software maintenance service shall include the following: Please refer to Section 14.4 Manufacturer Specific Service Conditions for specific details on software maintenance options for Verizon. Section 15 contains rates for these services.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF MAINTENANCE (132-34/132-34 STLOC):

a. The Contractor shall honor orders for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if maintenance is to be continued during any remainder of the contract period.

d. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE:

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (l0) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual

license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to __% of all term license payments during the period that the software was under a term license within the ordering activity.

(Conversion From Term License To Perpetual License is not offered)

7. TERM LICENSE CESSATION:

a. After a software product has been on a continuous term license for a period of ___* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

(Term License Cessation is not offered)

8. UTILIZATION LIMITATIONS - (132-33 AND 132-34/132-33 STLOC and 132-34 STLOC):

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by an ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation and any reproductions thereof shall remain with the Manufacturer, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple ordering activities have joint projects that can be satisfied by the use of the software placed at one

ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Manufacturer's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as provided in paragraph 8.b (2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; and to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodifed portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. <u>SOFTWARE CONVERSIONS - (132-33/132-33 STLOC):</u>

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33/132-33 STLOC), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier

version. Under a term license (132-32/132-32 STLOC), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

(Software Conversions are not offered)

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY:

Below is a list, by manufacturer, of the software offered under this contract, along with a brief, introductory explanation of the modules. Commercial computer software and/or documentation are offered by the Manufacturer through the Contractor under licenses customarily provided to the public.

Vendor	Applicable Software
Aastra Intecom Inc.	Aastra Intecom Software works with the Aastra Intecom PBX systems to provide telephony switching functionality and optional advanced feature packages as well as contact center applications.
Compunetix	Compunetix software works with Compunetix hardware to provide audio and/or video conferencing capabilities.
Conveyant Systems, Inc.	Conveyant software works with customer-provided personal computers and Conveyant hardware to provide call attendant capabilities.

11. RIGHT-TO-COPY PRICING:

Right-to-copy is not offered by Verizon under this contract.

SECTION 6. TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51/132-51 STLOC)

1. SCOPE:

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES:

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER:

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES:

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989):

a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES:

The Inspection of Services-Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR:

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY:

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT services.

9. INDEPENDENT CONTRACTOR:

All IT services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST:

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair

competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES:

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS:

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-material orders, the Payments under Time-and Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES:

Resumes shall be provided to the GSA Contracting Officer or the ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS:

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS:

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING:

See Section 12.1, IT Professional Service Descriptions, and Section 15.3 IT Professional Services Rates.

SECTION 7. USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Verizon Federal Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts.

To accelerate potential opportunities please contact Verizon's Vendor Management Organization (VMO) at VMO@one.Verizon.com.

SECTION 8. BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act, ___(Ordering Activity)___ and ___(Contractor)___ enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

ORDERING ACTIVITY	DATE	CONTRACTOR	DATE

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

SECTION 9. BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

SECTION 10. AUTHORIZED GSA SCHEDULE REPRESENTATIVES

1. For Aastra Intecom Inc., Products:

Ordering Office:
Aastra Intecom Inc.
c/o Sales and Order Management
2811 Internet Blvd.
Frisco, TX 75034-1851
Phone: 469-365-3552
Fax: 469-365-3123

Billing Office:
Aastra USA Inc.
Dept. 0279
P.O. Box 120279
Dallas, TX 75312-0279

SECTION 11. SERVICE DESCRIPTIONS

Section 11.1 IT Professional Service Descriptions

Commercial Job Title:Telecommunications Engineer III (PS0001)
Minimum/General Experience: Ten years engineering experience solving complex or unique engineering problems. Diversified knowledge of engineering principles and theories.

Functional Responsibility: Carries out complex or novel assignments requiring the development of new or refined equipment, materials, procedures, and/or scientific methods. Applies intensive and diversified knowledge of engineering and practices in broad areas of assignments and related fields. Independently makes decisions on engineering problems and methods.

Represents the organization at conferences to resolve important questions and to plan and coordinate work. Uses advanced techniques and modifications and extensions of theories, precepts, and practices of own engineering field, and related sciences and disciplines. May be supervised and guided in relation largely to overall objectives, critical issues, new concepts and policy matters. Consults with supervisor concerning unusual problems and developments.

Minimum Education: Advanced degree (i.e. Masters or PhD) in engineering or related field. One year of relevant professional experience may be substituted for each year of college education.

Commercial Job Title: Program Manager (PS0002)
Minimum/General Experience: Ten years of experience in a technical discipline relating to the required service with at least eight years in the management of voice and data telecommunications systems. Specialized experience includes: substantial telecommunications project development and management from inception to deployment, proven expertise in the management and control of funds and resources, demonstrated capability in managing multiple tasks in telecommunications support.

Functional Responsibility: Responsible for all phases of contract management, work flow, and resource management; and for the quality of the program and deliverables, timeliness, minimization of problems, risk assessment and program performance.

Minimum Education Requirements: Bachelor's degree in Computer Science, Information Systems, Engineering, Business or related technical discipline.

Commercial Job Title: Project Manager (PS0003)
Minimum/General Experience: Eight years minimum business experience in the computer systems, communications or systems integration related fields. Three years minimum Project Management experience.

Functional Responsibility: Overall responsibility for company performance on specific programs or projects. Functions as the leader, manager, and coordinator of all contributing disciplines and resources in the completion of projects or management of the program. Engages in such activities as: assigning tasks; establishing and maintaining task schedules; maintaining liaison between appropriate engineering personnel and the customer to ensure effective coordination of all projects or program efforts; prepares and adheres to project cost and staffing plans; prepares plans, proposals, and briefings.

Minimum Education: Bachelors degree required in Computer Science, Information Systems, Engineering, Business. One year of relevant professional experience may be substituted for each year of college education.

Commercial Job Title: Technician (PS0004)
Minimum/General Experience: Four years minimum experience in installation, repair, and maintenance of electronic computer based systems or four years experience in the areas of voice and/or data transmission facilities. Must have direct work experience with various transmission media. Experience required in the direct testing, evaluation, and quality assurance of voice or data networks.

Functional Responsibility: Monitors vendors installation of equipment, perform system testing and evaluation activities. Inspects and review hardware installation, wiring, power, grounding, system data base validation, and other activities to ensure quality installation of services for the client. May be assigned to tasks requiring quality assurance testing of voice and data switching equipment.

Performs in the area of network testing, analysis, and optimization. Must be able to apply transmission engineering principles to existing networks to ensure receipt of quality services in both voice and data transmission.

Minimum Education Requirements: Associates degree in computer science, information systems, or electrical engineering. Education may be substituted with two years of relative experience for each year of college education.

Commercial Job Title: Senior Communications Analyst (PS0005)
Minimum/General Experience: Nine years minimum experience in telecommunications, with strong emphasis in network design (voice, video, and data), implementation, traffic engineering, equipment vendors, and carriers, ISPs.

Functional Responsibility: Assist agencies in planning their transition from the legacy and FTS2000 networks to the new multi-vendor, multi-service environment of the Post FTS2000 networks. Primarily responsible for the assessment and optimization of network design through review and assessment of user needs and the selection of various Post FTS2000 network service offerings to satisfy these needs. Also be required to conduct feasibility studies for large projects, evaluate vendor products, and make recommendations on selections. Be able to communicate effectively in writing and orally with all levels of technical and management personnel. Functions as the lead position providing guidance and training to less experience analysts.

Minimum Education Requirements: Bachelors degree in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline, MS preferred.

Commercial Job Title: LAN/WAN Integrator/Analyst (PS0006)
Minimum/General Experience: Three years minimum experience integration of the network including planning, design and performs requirements gathering, formulating design of the corporate LAN/WAN (may include local, metropolitan, and wide area networks). Has responsibility for technical architecture and recommendations related to the LAN/WAN.

Functional Responsibility: Maintains technical currency and studies vendor products to determine those which are most suitable. Presents information to management, which may result in purchase and installation of hardware, software, and telecommunication equipment. Recommends network security procedures and policies. Experience in all transport technologies, i.e. Ethernet, ATM, LAN and WAN switching and FDDI.

A minimum of 2 years experience in on-site component service, peripheral, and workstation connection, configuration, integration, and testing, including loading custom applications software configurations, TCP/IP stack, DNS configuration, media conversion integration and testing.

Education Requirements: Bachelors degree in Computer Science, Information Systems, and Engineering, other related scientific or technical discipline or equivalent experience in networking.

Commercial Job Title: Data Communications Specialist (PS0007)
Minimum/General Experience: Three years minimum experience that ensures adequate and appropriate planning is provided for hardware and communications facilities to develop and implement methodologies for analysis, installation, testing and support of distributed processing systems and hardware and software.

Functional Responsibility: Provides coordination in the analysis, acquisition, and installation of hardware, software, and communications facilities. Manages the training and efforts of a staff engaged in system and network planning, analysis, and monitoring activities. Experience in all transport technologies, i.e., Ethernet, ATM, FDDI, 100BaseT, Frame Relay, and LAN and WAN switching.

Minimum Education Requirements: Bachelors degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline or equivalent experience.

Commercial Job Title: Senior Systems Analyst (PS0008)
Minimum/General Experience: Five years general experience that provides subject matter expertise in the areas of LAN/WAN and application level technologies and analytical methods beyond that expected for the other labor categories. Experience working in a multi-platform, distributed data process environment. A minimum of 2 years experience with multi-protocol networks. Experience in all transport technologies, i.e., Ethernet, ATM, FDDI, 100BaseT, Frame Relay, and LAN and WAN switching.

Functional Responsibility: The knowledge and skills furnished are of such depth, applicability to the conduct of the task, and recognized in the professional community that the ordering activity can qualify the individual as an expert in the field. Requires the application of specific subject matter expertise to the solution of particular issues critical to the successful completion of the Task Order.

Minimum Education Requirements: Bachelors Degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline or equivalent experience.

Commercial Job Title: Senior Applications Systems Analyst (PS0009)
Minimum/General Experience: Six years minimum experience, of which the last least four years must be specialized. Formulates and defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time and form of desired results. Prepares detailed specifications from which programs will be written.

Functional Responsibility: Analyzes and revises existing system logic to eliminate difficulty, enhance security and provide documentation as necessary. Has full technical knowledge of all phases of applications systems analysis. Also responsible for instructing, directing, and checking the work of other systems analysis personnel. Responsible for quality assurance review. Acts as project leader.

Minimum Education Requirements: Bachelors degree in Computer Science, Information Systems, Engineering, Business, or related scientific or technical discipline or equivalent experience.

Commercial Job Title:Senior Database Analyst/Programmer (PS0010)
Minimum/General Experience: Five years experience in designing, implementing, and maintaining complex databases and applications with respect to access methods, access time, device allocation, validation checks, organization, protection and security, documentation, guidelines, and statistical methods.

Functional Responsibility: Design or maintenance of database dictionaries, overall monitoring of standards and procedures, and integration of systems through database design. Responsible for work at the highest level of all phases of application and database development and or management.

Minimum Education Requirements: Bachelor degree in Computer Science, Information Systems, Engineering, Business, or related scientific or technical degree or equivalent experience.

Commercial Job Title:Database Analyst/Programmer (PS0011)
Minimum/General Experience: Two years minimum experience in database programming.

Functional Responsibility: Under general supervision, designs, implements, and maintains applications or databases with respect to access methods, access time, device allocation, validation checks, organization, protection and security, documentation, standards, guidelines, and statistical methods. Includes developing application code and/or maintenance of database dictionaries and integration of systems through database design.

Minimum Education Requirements: Bachelors degree in Computer Science, Information Systems, Engineering or equivalent experience.

Commercial Job Title:Internet/Intranet Webmaster (PS0012)
Minimum/General Experience: Three years experience in providing oversight for all web activities that include managing, designing and implementing web enable capabilities and resources.

Functional Responsibility: Identifies skills and complexity of development efforts. Provides oversight and quality assurance for adherence to standards, style guides, and web security and administration documentation. Develops and delivers technical briefings to senior management. Directly interfaces with external and internal customers to refine requirements and establishes timelines and milestones.

Minimum Education Requirements: Bachelors degree in Computer Science, Information Systems, Engineering or equivalent experience.

Commercial Job Title: Internet/Intranet Security Specialist (PS0013)
Minimum/General Experience: Three years in providing technical expertise for the design and protection of data that traverses Internet and/or Intranet connections.

Functional Responsibility: Develops security measures that enforces and/or enhances security goals and policy. Manages systems that include Firewalls, virus protection, email relays and Domain Name Servers. Develops measurements of quality of service standards and delivers technical briefings to senior management.

Minimum Education Requirements: Bachelors degree in Computer Science, Information Systems, Engineering and experience in Network Security Management.

Commercial Job Title: Senior Media Specialist (PS0014)
Minimum/General Experience: Two years minimum experience deploying complex Internet / Intranet content to meet established style guides and quality procedures. Has skill sets that includes the incorporation of graphics into text based documents. Has strong HyperText Mark-up Language (HTML) integration and conversion skills.

Functional Responsibility: Provides oversight to New Media Specialists and Graphics designers in conversion and development of HyperText links for integrating graphics generated with automated tools.

Minimum Education Requirements: Bachelors degree in Communication, Information Systems, Business, and experience with various HTML Editors and web utilities, Adobe illustrators, and various Window platforms.

Commercial Job Title: Graphics Designer (PS0015)
Minimum/General Experience: Two years experience developing graphics used in conjunction with Internet/ Intranet technologies and/or presentations to improve the quality and enhance the usability of this media.

Functional Responsibility: Responsible for integrating the graphics generated with automated tools and the deliverable documents.

Minimum Education Requirements: Bachelors degree in Communication, Information Systems, Business, and experience with various HTML Editors and web utilities, Adobe illustrators, and various Window platforms.

Commercial Job Title: Internet/Intranet Web Architect (PS0016)

Minimum/General Experience: Two years experience in developing technical solutions for interactive resources that are implemented on a web based architecture.

Functional Responsibility: Evaluates and recommends leading marketplace technologies to enhance delivery and quality of web based content. Audits adherence of style guides and standards that include data dictionary libraries. Updates workflow plans and web documentation. Evaluates usage statistics to assure design layouts are optimized for customers.

Minimum Education Requirements: Bachelors degree in Computer Science, Information Systems, Engineering, Business and experience with various web servers, or equivalent experience.

Commercial Job Title:Technical Writer/Editor (PS0017)
Minimum/General Experience: Two years experience with preparing and editing telecommunications documentation incorporating information provided by the client, specialists, analysts, engineers, and operations personnel. Must have substantial knowledge of telecommunications and data systems and terminology.

Functional Responsibility: Responsible for writing, editing, and graphic presentation of technical information for both technical and non-technical personnel.

Interprets technical documentation standards and prepares documentation according to defined standards. Must be able to communicate effectively in writing and orally with all levels of technical and management personnel, as required.

Minimum Education Requirements: Bachelors degree in Communication, English, technical writing or equivalent experience.

Commercial Job Title:Database Administrator (PS0018)
Minimum/General Experience: Three years experience managing and designing databases.

Functional Responsibility: Provides optimization, normalization and performance measurement criteria. Maintains and administers data back up and disaster recovery procedures. Develops and manages database archive strategies.

Minimum Education Requirements: Bachelors degree in Computer Science, Information Systems, Engineering, Business or equivalent experience.

SECTION 12. GENERAL TERMS AND CONDITIONS

The following General terms and conditions and the additional terms and conditions which contain more specific terms and conditions for individual services ("Terms and Conditions") shall apply to the provision and use of the products and services (individually a "Service" and collectively the "Services").

1. **Definitions.**

1.1 Government Infrastructure Service (GIS): Verizon services certified to adhere to specific government standards for FISMA compliance and servicing only government customers.

1.2 Government Infrastructure Services Center (GISC): Verizon facilities certified to adhere to specific government standards for FISMA compliance and dedicated to servicing only government customers.

1.3 "Order Form" is the form used by Verizon to document a request for services not generally included with Enterprise Cloud: Public Sector Edition.

1.4 "Service Unavailability" means that with respect to each Server in Customer's configuration and the Enterprise Cloud: Public Sector Edition Customer Management Portal, the applicable service will be deemed to be Unavailable if (i) the Enterprise Cloud: Public Sector Edition hardware and/or software components of such Server or the Enterprise Cloud: Public Sector Edition Customer Management Portal is inaccessible and (ii) such failure to function or inaccessibility is not attributable to maintenance activities; acts or omissions of Customer; failure of Customer-supplied content or software; failure of virtual private networks; failure of equipment or services located at Customer's premises; networks not under Company's direct control, including the Internet; Vicious Attacks, Force Majeure events; software that a manufacturer has designated as end-of-life and such manufacturer's support (e.g., the provision of security patches and regression testing) has ended; or Customer's failure to comply with any of the terms of, Prohibited Uses of Services. (The above definition applies for the Customer Management Portal Availability Standard, the Virtual Farm Availability Standard and the Server Availability Standard associated with the Enterprise Cloud: Public Sector Edition offering.) Service Unavailability for other Verizon services shall be as defined in a specific Statement of Work.

1.5 "Statement of Work" means the detailed description of the specific services or tasks Contractor is required to perform under a contract.

1.6 "Vicious Attacks" include, but are not limited to, hacks, denial of service attacks and malicious introduction of viruses and disabling devices.

2. **Services.** Verizon will provide the products and services ("Services") included and pursuant to these Terms and Conditions, including all Addendum and Appendices.

3. **Term and Survival.** These Terms and Conditions will continue to apply during the Term of the contract. The Government will be responsible for payment of all charges under a terminated contract incurred as of the effective date of termination, except to the extent inconsistent with FAR 52.212-4 Contract Terms and Conditions—Commercial Items (Mar 2009) (Deviation Feb 2007), paragraph (l) Termination for the Government's Convenience. The provisions which by their nature would survive termination of these terms and conditions will survive any termination of these terms and conditions.

4. **Rates and Charges; Governmental Charges; Taxes.** Customer agrees to pay Verizon for its and Users' use of the Services at the rates and charges specified in these Terms and Conditions. The rates and charges set forth in these Terms and Conditions 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, on-site installation, Governmental Charges (defined below), network application fees, customer premises equipment or extended wiring to or at Customer premises. Verizon may add or adjust 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"). All charges are exclusive of applicable Taxes as defined in FAR 52.229-3 (FEDERAL, STATE AND LOCAL TAXES) (JAN 1991).

5. **Payment.** Customer will pay all Verizon charges (except Disputed amounts) within 30 days of invoice date consistent 52.212-4 Contract Terms and Conditions—Commercial Items (Mar 2009) (Deviation Feb 2007), paragraph (i) Payment. A "Disputed" amount is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation.

6. Confidential Information.

6.1 Except as required by law or regulation, each party promises that during the Term and for three years after, it will use the other party's Confidential Information only for purposes of this Contract, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care). "Confidential Information of one party may be disclosed by the receiving party to receiving party's affiliates and contractors, who are not parties to this Contract and who have a need to know the

Confidential Information for purposes of performing this Contract, provided that, the receiving party and such affiliates and/or contractors enter into a written confidentiality agreement containing terms at least as restrictive as those set forth in this Contract. If such agreement does not expressly permit the party whose confidential information is disclosed to enforce such agreement as a third party beneficiary, then the receiving party who disclosed Confidential Information of the other party to such affiliates and contractors shall be responsible for any breach of such agreement by such affiliates or contractors." "Confidential Information" means information (in whatever form) designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to the disclosing party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself and that (i) relates to this Contract or changes to this Contract; (ii) relates to the disclosing party's customers, products, services, developments, trade secrets, know-how or personnel; and (iii) is received by the receiving party from the disclosing party during the Term. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information.

6.2 Use. The receiving party agrees to use Confidential Information received from the disclosing party pursuant this Contract solely in connection with the performance of such party's obligations and rights under this Contract. The receiving party agrees to use reasonable measures, no less stringent than those measures used by the receiving party to protect its own confidential and proprietary information, to protect the Confidential Information of the disclosing party from disclosure to or use by any third party. Unless authorized to do so in writing by the disclosing party, neither the receiving party, nor any third party acting on the receiving party's behalf, will for any reason use or disclose to any person any of the disclosing party's Confidential Information; provided, however, that a receiving party has the right, without the prior written consent of the disclosing party, to disclose Confidential Information of the disclosing party to any person who needs to know the Confidential Information to assist the receiving party to fulfill its obligations or rights under this Contract, who is informed by the receiving party of the confidential nature of the Confidential Information, and who agrees in writing to nondisclosure and non-use provisions comparable to those in this Contract and provided further that the receiving party shall be responsible for breach of such agreement by such persons. The term "person" as used in this Section shall be interpreted to include, without limitation, any individual, partnership, corporation or other entity. Nothing in this Contract shall be construed as granting any rights to the receiving party, by license or

otherwise, to any of the disclosing party's Confidential Information, except as expressly stated in this Contract. In the event that the receiving party is required to disclose Confidential Information to a court or governmental agency or pursuant to any other applicable law, regulation or court order, it may do so provided that the receiving party shall, as soon as practicable and by the best available means, notify the disclosing party to allow it an adequate opportunity to object to the disclosure or to take other actions to preserve the confidentiality of the disclosing party's Confidential Information. *Prior to* any disclosure pursuant to this section, the receiving party shall cooperate with the disclosing party in such party's reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment.

7. Intellectual Property Rights.

7.1 General. Each party agrees that except and to the extent provided below, it shall acquire no right, title or interest in or to the other party's information, data base rights, data, tools, processes or methods, or any patents, copyrights, trademarks, service marks, trade secrets, or any other intellectual property rights of the other party by virtue of the provision or use of the Services and materials delivered pursuant to this Contract.

7.2 Customer Intellectual Property. Customer shall own all right title and interest in and to the underlying factual data of the Customer gathered through the provision of the Services and all intellectual property rights therein ("Customer Data"), and Customer grants Verizon a nonexclusive, royalty-free license to use Customer Data solely for, and to the extent necessary to, provide the Services.

7.3 Verizon Intellectual Property (IP). Verizon shall own all right title and interest in and to Verizon's trade secrets, confidential information or other proprietary rights, any ideas, information or other material used or developed by Verizon or presented to Customer, including, but not limited to: data (other than Customer Data), software, modules, components, designs, utilities, databases, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, report formats, manner of data expression and specifications, and all intellectual property rights therein (each, a "Technical Element"). Each Technical Element is Confidential Information of Verizon and subject to Section 6. Verizon grants Customer a nonexclusive, non-transferable, royalty-free license to use, solely for Customer's internal business purposes, each Technical Element integrated into and required for the use of any deliverable provided by Verizon to Customer pursuant to this Contract. Customer may disclose a Technical Element integrated into a deliverable to a third party as long as such third party is subject to a written nondisclosure agreement, requiring such third party to maintain the confidentiality of such Technical Element and use such Technical Element only for the benefit of the internal business purposes of Customer. Customer shall be responsible for breaches of such confidentiality agreement by such third party. For IP covered under this section delivered to the Government, Verizon will identify such as "confidential and proprietary" information. Verizon will also provide trademark, copyrights, or other IP protection designation as appropriate.

Notwithstanding anything contained in this Contract to the contrary, Customer and any such third party to whom Customer discloses Technical Elements are prohibited from creating derivative works of all or any portion of a Technical Element, from reverse engineering, decompiling, disassembling, or otherwise attempting to discover source code of Technical Elements, or from copying, disclosing, or using Technical Elements except as otherwise provided in this Contract or awarded Delivery Order.

7.4 Certification Seals; Verizon Materials. Neither party shall use the other party's trademarks, service marks, trade names, domain names, or product names other than and to the extent expressly set forth in this Contract. If, under the terms of this Contract, Customer is granted the right to use any Verizon certification seals or logos (each, a "Certification Seal"), then the display and presentation of such Certification Seal by Customer shall be subject to Verizon's then-current logo guidelines. If Verizon installs or provides any "Verizon-Owned" hardware or software tools to facilitate our performance of the Service, Customer agrees to use the hardware or software for internal purposes only, not to distribute the hardware or software, and not to reverse engineer, decompile, or disassemble the hardware or software. Any violation of this provision shall be addressed in accordance 52.212-4 Contract Terms and Conditions—Commercial Items (Mar 2009) (Deviation Feb 2007), paragraph (d) Disputes.

8. Representations.

8.1 Verizon will perform Services under this Contract substantially in accordance with industry standards. If Verizon does not so perform Services, then Verizon will re-perform the affected Service, or portion thereof, at its expense provided it receives notice of defective performance from Customer within 30 days of the date Service was originally performed.

8.2 Except as otherwise stated herein, all Services and deliverables provided by Verizon are provided "AS IS". The Parties agree to work together to reasonably address and resolve any expressed issue(s) under the Contract.

8.3 For any third party products and services, customer shall receive only the warranties offered by such third party.

8.4 Verizon does not guarantee that any network, computer systems, or any portions thereof are secure. Verizon does not warrant that use of any Services will be uninterrupted or error-free or that any defect in the Services will be correctable. Customer acknowledges that impenetrable security cannot be attained in real-world environments and that Verizon does not guarantee protection against breaches of security.

8.5 Neither party makes any warranty hereunder to any third party on behalf of the other party. This Contract is not intended to create any third party beneficiary relationship.

8.6 DISCLAIMER OF WARRANTIES AND CERTAIN DAMAGES. EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS, VERIZON

MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. NEITHER PARTY IS 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 THESE TERMS AND CONDITIONS, 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.

9. Limitation of Liability and Action. Neither Verizon nor the Customer shall be liable for any indirect, incidental, special or consequential damages, or loss of profits, loss of revenues, loss of data arising from the use of or inability to use data or the services, related products, or documentation arising under performance of this agreement. Further, neither Verizon nor Customer shall be liable for punitive damages except to the extent this limitation is prohibited by applicable law. Verizon's maximum liability for any damages under any legal theory whether in contract or tort shall be limited to the amounts paid under the order, except that in the event of a termination for cause, Verizon's liability shall include reasonable reprocurement costs. This clause shall not limit the U.S. Government's right to recover for fraud or crimes arising out of or related to this contract under any federal fraud statute, including the False Claims Act (31 USC 3729 to 3733). Furthermore, this clause shall not prevent or prejudice the U.S. Government's from seeking express remedies under the Contract.

10. Force Majeure. Except as addressed in 52.212-4 Contract Terms and Conditions—Commercial Items (Mar 2009) (Deviation Feb 2007), paragraph (f) Excusable Delays, no Party is liable for any delay or failure in performance under these Terms and Conditions arising out of acts or events beyond its reasonable control, including, but not limited to, acts of God, war, terrorist acts, fire, flood, severe weather, explosion, riot, embargo, acts of the Government in its sovereign capacity, labor disputes or strikes, unavailability of equipment or parts from vendors, failure of a third party wireless or telecommunications provider serving a particular area, or cut cable. The affected Party shall provide prompt notice to the other Parties and will be excused from such performance to the extent of such caused delays or failures; provided that the Party so affected must use reasonable efforts to remove the causes of such delays or failures and the Parties must proceed whenever such causes are removed or cease. Notwithstanding the foregoing, Customer will not be relieved of its obligation to make any payments, including any late payment charges as provided in Section 5 above or the Late Payment Fees that are due to Verizon hereunder.

11. **Hazardous Substances**. Except as disclosed to and acknowledged in writing by Verizon, Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal or local hazardous waste or environmental law or regulation) at any location where Verizon is to perform Services or provide or maintain Equipment under these Terms and Conditions. If during such performance Verizon employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Verizon may suspend performance under this Contract until the removal or containment has been completed and approved by the appropriate governmental agency and Verizon. Performance obligations under these Terms and Conditions will be extended for the delay caused by such removal or containment. Customer's failure to remove or contain hazardous substances will entitle Verizon to terminate performance and Customer shall pay Verizon any expenses incurred through such termination (including expenses of removing equipment or disconnecting service or equipment).

12. **Assignment.** Verizon may, consistent with 52.212-4 Contract Terms and Conditions—Commercial Items (Mar 2009) (Deviation Feb 2007), paragraph (b) Assignment without Customer's consent, assign its right to receive payments hereunder to an affiliate or subsidiary. Verizon may subcontract any or all of the work to be performed by it hereunder, but shall retain responsibility for the work that is subcontracted.

13. **Service Marks, Trademarks and Name.** Neither Verizon nor Customer may: (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.

14. **Dispute Resolution.** Except as described herein, any claim or dispute ("Dispute") arising out of or relating to arising out of or relating to these Terms and Conditions and the Services provided hereunder shall be subject to 52.212-4 Contract Terms and Conditions—Commercial Items (Mar 2009) (Deviation Feb 2007), paragraph (d) Disputes.

15. **Acceptable Use.** Use of Verizon's Internet Services and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") (see www.verizonbusiness.com/terms). The Contractor may, 24 hours after GSA (or other agency Customer contracting official) has acknowledged receipt of the Contractor's written notice and detailed explanation, suspend service only to the extent necessary to prevent a violation of this AUP from causing imminent (1) exposure of the Contractor or underlying service providers to criminal sanctions or prosecution, (2) significant irreparable harm to or significant interference with the integrity or normal operations or security of the Contractor's network or networks with which the Contractor is interconnected or significant interference with another Customer's use of

the contractor services or the Internet; (3) significant irreparable harm to the Contractor, underlying service providers or the Contractor's Customers or their respective employees. The Government is deemed to have received notice twenty-four (24) hours after written notice has been sent via confirmed fax or e-mail.

The Contractor may act immediately and without prior notice to suspend service only to the extent necessary to respond to a federal or state government order or mandate that certain conduct must be stopped. In such instance, the Contractor shall provide written notice and detailed explanation to the GSA CO, GSA ACO, and the impacted Customer Agency (or other official designated by the Customer Agency) within 30 minutes of its receipt of the court or other Government order mandating service suspension.

Under no circumstances may the contractor suspend service without notice.

Any suspension shall be only for the time necessary for steps to be taken that will reasonably prevent the violation from continuing or reoccurring.

Under no circumstances may the contractor unilaterally terminate service..

16. **ENTIRE UNDERSTANDING**. THESE TERMS AND CONDITIONS (INCLUDING ANY TERMS AND CONDITIONS CONTAIN IN ANY ADDITIONAL TERMS AND CONDITIONS REFERENCED HEREIN, AND OTHER DOCUMENTS INCORPORATED BY REFERENCE) CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES TO BE PROVIDED HEREUNDER AND SUPERSEDES ALL OTHER PRIOR OR CONTEMPORANEOUS REPRESENTATIONS, UNDERSTANDINGS OR AGREEMENTS. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THESE TERMS AND CONDITIONS SHALL NOT BE CONTRADICTED, EXPLAINED OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR GOVERNMENT PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS OR ANY ADDITIONAL TERMS AND CONDITIONS.

SECTION 13. ADDITIONAL TERMS AND CONDITIONS

Section 13.1 MANUFACTURER SPECIFIC SERVICE CONDITIONS

GENERAL: MANUFACTURER SPECIFIC SERVICE CONDITIONS provides a listing of parts/line items by manufacturer to facilitate cross-referencing maintenance service needs by line item/product by manufacturer.

MANUFACTURER: VERIZON FEDERAL

TYPE OF SYSTEMS: Key Telephone Systems and Private Branch Exchange (PBX) Telephone Systems

A. Fundamental Services – Warranty

Mailback Warranty – Covered by Verizon

B. Fundamental Services- Non-Warranty

Services with Maintenance Contract:

Beyond the warranty period of covered equipment, Verizon will maintain Key, PBX telephone and associated station equipment at a per station port price at the rates set forth below. Verizon shall bear all costs of monthly maintenance, including parts and labor to keep covered equipment in good working order, provided that such repairs are not caused by fault, negligence of the ordering activity, or Force Majeure. Verizon will respond to emergency failures within four (4) hours and routine failures within twenty-four (24) hours. Response is defined by remote access and diagnostics of the system in an attempt to repair the trouble remotely. If unsuccessful, a technician will be dispatched to the site. During the life of the contract, Verizon shall perform remedial maintenance as well as mandatory engineering changes and software programming changes to correct system malfunctions. All work shall be performed within the Principal Period of Maintenance (PPM), defined as normal business hours, 8:00AM-5:00PM, local time. Work performed Outside the Principal Period of Maintenance (OPPM), defined as anytime outside of normal business hours, or on Sundays or Verizon Holidays (S&H), at the customer's request will be billed at the OPPM or S&H rate shown under Verizon's Hourly Maintenance Rate Schedule in Section 15, Technical Service Rates.

Moves, adds, and changes are not covered under the above maintenance package. This activity can be provided to the customer at the PPM rate shown under Verizon's Hourly Maintenance Rate Schedule in Section 15, Technical Service Rates. Maintenance of non-covered equipment can also be performed at the rates shown under Verizon's Hourly Maintenance Rate Schedule in Section 15 Technical Service Rates.

Ordering Activity Responsibilities:

- Provide a qualified System Administrator for contact, on an as needed basis, with the Verizon Maintenance Center and to serve as single point-of-contact for trouble reporting and trouble resolution with Verizon.
- Provide a single point-of-contact or COTR for resolving disputes in design or functionality.
- Provide access to the switchroom and station locations as required by Verizon, subject to security regulations.
- Verizon reserves the right to inspect equipment prior to the commencement of maintenance services. Verizon will notify the ordering activity of any condition that renders equipment ineligible for maintenance services. The ordering activity will be responsible for correcting any such conditions prior to Verizon providing maintenance services on that equipment.

SECTION 14. PRODUCTS AND SERVICES PRICING

Section 14.1. Technical Service Rates

Installation/De-installation/Re-installation Rates-

Type of System	No. of Basic Telephony Station Ports	GSA Price*
Key Systems	Station Ports, No. 1-50	$100.00/Station Port(s)
Key Systems	Station Ports, No. 51-200	$90.00/Station Ports
Key Systems	Station Ports, No. 201 & over	$85.00/Station Ports

Type of System	No. of Basic Telephony Station Ports	GSA Price*
PBX Systems	Station Ports, No. 1-250	$130.00/Station Port(s)
PBX Systems	Station Ports, No. 251-500	$125.00/Station Ports
PBX Systems	Station Ports, No. 501+	$120.00/Station Ports

***** To calculate the installation price of a 60 port key system using the rate table above, simply multiply the first 50 ports using the $100.00/port rate ($5,000.00), then multiply the remaining 10 ports using the $90.00/port rate ($900.00), and add the two subtotals. Thus the total installation price of a 60 port key system is $5,900.00.

Hourly Installation/De-installation/Re-installation Rates outside New York, New York-

Hourly Installation/De-installation/Re-installation Rates**-	GSA Price**
Principle Period of Maintenance (PPM) defined as Normal Business Hours 8:00AM – 5:00 PM Local Time	$83.23/Hour
Outside Principle Period of Maintenance (OPPM) defined as Monday – Friday and Saturday's until Midnight	$124.84/Hour
Sunday's and Holidays (S&H) defined as Sunday's and VERIZON Holidays	$166.45/Hour

Hourly Installation/De-installation/Re-installation Rates for New York, New York-

Hourly Installation/De-installation/Re-installation Rates-**	**GSA Price****
Principle Period of Maintenance (PPM) defined as Normal Business Hours 8:00AM – 5:00 PM Local Time	$124.84/Hour
Outside Principle Period of Maintenance (OPPM) defined as Monday – Friday and Saturday's until Midnight	$187.26/Hour
Sunday's and Holidays (S&H) defined as Sunday's and VERIZON Holidays	$208.06/Hour

** Hourly rates are charged portal to portal. Two hour minimum. Fractional hours will be rounded up to the nearest quarter hour.

Installation/de-installation/reinstallation of ACD Systems, ancillary devices, call management systems, CTI interfaces, and voice-over-IP interfaces are not defined as "basic telephony station ports" above and therefore cannot be included at the port prices listed herein and therefore are outside the scope of the contract.

Contractor's installation rates include:

1) Coordinate project kick-off meeting to establish and further define any additional Contractor &/or ordering agencies responsibilities;
2) Database collection and input;
3) Switch or KSU installation and programming;
4) Station and trunk cross-connects (at the MDF only);
5) Instrument placement, designation and testing;
6) On-site end-user station training;
7) Two business days help desk support provided immediately after cut-over, with additional days of support priced separately;
8) Provisioning of all miscellaneous installation hardware (i.e., 110 or 66 blocks, backboards, screws, tie wraps, etc.), required to perform a quality installation; and
9) One year on call labor warranty. This warranty does not cover any ordering activity furnished equipment or cable/wiring.

Section 14.2. Maintenance Rates

Verizon's Standard Maintenance Offering-
Standard Maintenance is defined as 8:00 AM – 5:00 PM Local Time.

Type of System	No. of Basic Telephony Ports	GSA Price*
Key Systems	Station Ports, No. 1-24	$4.25/port/month
Key Systems	Station Ports, No. 25-50	$4.00/port/month
Key Systems	Station Ports, No. 51+	$3.75/port/month
PBX Systems	Station Ports, No. 1-500	$4.25/port/month
PBX Systems	Station Ports, No. 501-3000	$4.00/port/month
PBX Systems	Station Ports, No. 3001 +	$3.75/port/month

***** To calculate the standard monthly maintenance price of a 30 port key system using the rate table above, simply multiply the first 24 ports using the $4.25/port rate ($102.00), then multiply the remaining 6 ports using the $4.00/port rate ($24.00), and add the two subtotals. Thus the total standard monthly maintenance price of a 30 port key system is $126.00/month or $1,512.00/annually.

Verizon's Premium Maintenance Offering-
Premium Maintenance is defined as 7 days per week, 24 hours per day (7x24).

Type of System	No. of Basic Telephony Ports	GSA Price*
Key Systems	Station Ports, No. 1-24	$5.00/Station Port/Month
Key Systems	Station Ports, No. 25-50	$4.50/Station Port/Month
Key Systems	Station Ports, No. 51+	$4.00/Station Port/Month
PBX Systems	Station Ports, No. 1-500	$5.50/Station Port/Month
PBX Systems	Station Ports, No. 501-3000	$4.75/Station Port/Month
PBX Systems	Station Ports, No. 3001 +	$4.25/Station Port/Month

***** To calculate the premium monthly maintenance price of a 30 port key system using the rate table above, simply multiply the first 24 ports using the $5.00/port rate ($120.00), then multiply the remaining 6 ports using the $4.50/port rate ($27.00), and add the two subtotals. Thus the total premium monthly maintenance price of a 30 port key system is $147.00/month or $1,764.00/annually.

Maintenance of ACD Systems, ancillary devices (i.e., facsimile machines, power systems, routers, etc.), call management systems, CTI interfaces, and voice-over-IP interfaces are not defined as "basic telephony station ports" above and therefore cannot be included at the port prices defined herein. Maintenance for these devices is outside the scope of the contract.

Section 14.3. IT Professional Service Rates

Item Number	Job Category	Time Unit	GSA Price
PS0001	TELECOMMUNICATIONS ENGINEER III	Hour	$85.95
PS0002	PROGRAM MANAGER	Hour	$108.34
PS0003	PROJECT MANAGER	Hour	$99.80
PS0004	TECHNICIAN	Hour	$51.92
PS0005	SENIOR COMMUNICATIONS ANALYST	Hour	$106.19
PS0006	LAN/WAN INTEGRATOR	Hour	$103.57
PS0007	DATA COMMUNICATIONS SPECIALIST	Hour	$93.54
PS0008	SENIOR SYSTEMS ANALYST	Hour	$172.94
PS0009	SR. APPLICATION SYSTEMS ANALYST	Hour	$172.94
PS0010	SR. DATABASE ANALYST/PROGRAMMER	Hour	$172.94
PS0011	DATABASE ANALYST/PROGRAMMER	Hour	$111.43
PS0012	INTERNET/INTRANET WEBMASTER	Hour	$104.76
PS0013	INTERNET/INTRANET SECURITY SPECIALIST	Hour	$95.86
PS0014	SENIOR MEDIA SPECIALIST	Hour	$92.20
PS0015	GRAPHICS DESIGNER	Hour	$92.20
PS0016	INTERNET/INTRANET WEB ARCHITECT	Hour	$103.34
PS0017	TECHNICAL WRITER/EDITOR	Hour	$65.62
PS0018	DATABASE ADMINISTRATOR	Hour	$94.34

Section 14.4 Product Pricing Information by Manufacturer. Product pricing information can be found alphabetically by manufacturer name in the attached Appendix I.

Manufacturer Name	Special Item Number(s)
Aastra Intecom Inc.	132-8/132-33
Aastra Telecom U.S., Inc.	132-8
Compunetix, Inc.	132-8/132-33
Conveyant Systems, Inc.	132-8/132-33
System Engineering International (SEI) Corp.	132-8
Teo Technologies	132-8

GENERAL RULES AND REGULATIONS

TERMINATION LIABILITY

1. In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:

   25% X MRC X # of Lines/Channels/Paths X Remainder of Term = Termination Charge.

2. Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.

3. End of Term Options

   a. Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:

      1) Renew their term commitment,

      2) Commit to a new term period,

      3) Arrange for a change of service, or

      4) Arrange for termination of the service.

   b. In the event the customer does not select one of the above options, the customer will be converted to the shortest-term period available under tariff (i.e., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date.

4. Early termination charges will not be assessed under the following circumstances:

   a. Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;

   b. Customer attempts to move the existing service to a new location within Company's service area, but the service is unavailable;

   c. Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or

   d. Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:

      1) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,

      2) The Company or its affiliates, provides the new service via tariff, similar documents, commercial agreements, or on an individual case basis (ICB), and (C)

      3) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company or its affiliates at the same time. (C)

SERVICE AGREEMENT
(ICB-Matrix)

Customer Name:	CITY OF BRYAN ("Customer")	Main Billing Tel. No:	9792095000
Address:	300 S. TEXAS AVE, BRYAN, TX, 77803	ICB-M Case No. /Price Quote ID	521329

Services. Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon") the services identified in the Exhibit(s) (the "Service") attached to this Service Agreement, including Schedule A as applicable, (the "Agreement") or added by a fully executed Amendment to this Agreement, subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Service under the terms hereof. The Services are further described in Verizon's applicable tariffs, which are incorporated into this Agreement by reference, and Verizon's guides for detariffed local services provided by incumbent local exchange carriers, including but not limited to the Administrative Guidelines and Product Guide, (hereinafter individually and collectively referred to as the "guide") which are incorporated into this Agreement by reference. The tariffs and guides can be viewed at: http://www.verizon.com/tariffs. References made to "tariff", "tariffs" and "tariffed rates, terms and conditions" in the Agreement and Exhibits shall include the applicable guide except where the context indicates the reference is not applicable to de-tariffed Service. Each Verizon company providing Services under this Agreement is responsible only for the performance of the Services it is providing as set out in each Exhibit hereto and is not responsible for the performance of any other entity's obligations under this Agreement.

Term of Agreement; Service Period. The term of this Agreement shall commence as of the date this Agreement is executed by both parties and shall continue until terminated by either party upon thirty (30) days notice to the other party (the **"Term"**). Customer shall purchase the Services identified in each Exhibit for the period of time stated in the Exhibit (the **"Service Period"**). The Service Period will commence and expire as set forth in the Exhibit. If either party terminates this Agreement as provided above, the terms and conditions of this Agreement will remain in full force and effect with respect to any Services provided hereunder until the then current Service Period has expired. For those Services which, in accordance with the Exhibit, continue to be provided on a month-to-month basis upon expiration of the Service Period, this Agreement will remain in full force and effect with respect to such Services until the Services are disconnected by either party upon notice to the other. Such notification by Customer will be effective on 30 days notice; **such** notification by Verizon will be effective on 60 days notice.

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and also shall pay all applicable taxes, fees, and charges, including but not limited to Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Service. If Customer cancels or terminates this Agreement or any Service prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s).

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business Services, 6415-6455 Business Center Drive, Highlands Ranch, Colorado 80130, Attn: Customer Service, with a copy to Verizon Business Services, Attn: Vice President, Legal, 22001 Loudoun County Pkwy, Ashburn, Virginia 20147. Notices shall be deemed effective five business days after such mailing.

Miscellaneous

(a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements.

(b) In the event of any claim or dispute, the laws of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any state or jurisdiction, or does not receive any governmental or

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regulatory approval required by law in any state or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such state or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Service provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Service provided hereunder may not be resold by Customer.

(g) Termination of this Agreement or a Service for any cause shall not release either party from any liability which at the time of termination had already accrued or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.

(h) The terms and conditions of this Agreement, including Schedule A and the Exhibit(s), will not be modified or amended by any purchase order document issued by Customer (whether signed by one or both parties). Any terms and conditions contained in such Customer purchase order document shall be void and of no effect.

(i) A party may bring no action or claim arising out of this Agreement, including any claim for under-billing or overbilling, more than two years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state or federal law.

Customer Consent to Use of Customer Proprietary Network Information (CPNI). Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. In order to better serve Customer and offer additional products and services, Verizon, Verizon Wireless and their affiliates ("Verizon Companies") may need to use and share Customer's CPNI and Confidential Information. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from the Verizon Companies, as well as related local and toll billing information, made available to the Verizon Companies solely by virtue of Customer's relationship with the Verizon Companies. With Customer consent, the Verizon Companies may share Customer CPNI and other Confidential Information among the Verizon Companies, and with agents, contractors and partners, so that all may use this information to offer Customer the full range of products and services offered by then (see www.verizon.com and www.verizonwireless.com for a description of Verizon Companies and services). By signing this Agreement, Customer consents to the Verizon Companies using and disclosing Customer CPNI and Confidential Information as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at **cpni-notices@verizonwireless.com** and **cpni-notices@verizon.com** of Customer's decision to withhold Customer's consent. This is the only method of withdrawing consent for the Verizon Companies' use and sharing of Customer's CPNI, as described above. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon in writing, and in either case, will not affect Verizon's provision of service to Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with the Service, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. Notwithstanding any other provision in the tariffs or herein, in no event shall either party be liable to the other party for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Service, whether claim is sought in contract, tort (including negligence), strict liability or otherwise even if the party knew or should have known of the possibility of such damages. The foregoing does not affect Customer's payment obligation of amounts owed to Verizon for Services provided under this Agreement. The terms of this Agreement, Schedule A (if applicable) and any Exhibit hereto shall supersede any conflicting tariff provisions to the extent permitted by law and subject to receipt of any necessary regulatory or other governmental approvals. The contractual relationship between Verizon and Customer is governed by the following order of precedence with the item following (i) given the highest order of precedence in resolving conflicts in terms: (i) Service Exhibits; (ii) Schedule A (if applicable); (iii) the terms and conditions of this Agreement; (iv) the tariffs. This Agreement (including Schedule A and the Exhibit(s) attached hereto) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

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AGREED AND ACCEPTED:

CITY OF BRYAN(Customer)

By_____
Name/Title_____
_____
Date_____

Verizon Business Network Services Inc,
on behalf of the Verizon company(ies)
identified in the attached exhibit(s)

By Anthony Recine
Name/Title Anthony Recine, Vice President
Pricing/Contract Management
Date 08/31/2015

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Schedule A

The terms and conditions of this Schedule A apply to detariffed Intrastate Exchange Services in the States of California, Delaware, Florida, Massachusetts, New Jersey, New York, Pennsylvania, Rhode Island, Texas, and Virginia excluding 911 services in California, Delaware, Florida, New Jersey, New York, Pennsylvania, Texas, and Virginia, and special access services in California, which remain subject to tariff.

Invoices and Payment. Verizon shall invoice Customer monthly and payment will be due net 30 days from the invoice date unless a different due date appears on the invoice. Undisputed charges paid after the due date may be subject to late payment charges as set out in the tariff until Customer's account is current. Should Customer have a bona fide billing dispute, Customer must provide notice to Verizon in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount, and Customer shall pay the undisputed portion.

Customer Responsibilities. Customer agrees to provide Verizon with any access and support necessary for the implementation, maintenance and provision of the Services requested hereunder. Customer is responsible for taking all steps necessary to interconnect the Services at Customer's location(s) including ensuring proper interconnection with the facilities and equipment provided by Verizon, paying all costs associated with interconnection, securing any necessary licenses, right of ways and permits and providing proper space, electrical power, heating, ventilation and cooling. Verizon shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by Customer or a third party, and Customer shall be liable if such facilities cause damage to Verizon, its network, customers, equipment and/or Verizon's providers. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Service(s) and Verizon shall have no liability therefor. Customer shall be responsible, and, to the extent authorized under applicable law, shall indemnify Verizon: (i) for any damages as a result of the use or misuse of the Services by Customer, Customer's employees, or third parties, including charges for unauthorized or fraudulent use of the Services; (ii) liability resulting from the content of communication such as defamation, fraud or invasion of privacy; or, (iii) any combination of the Services with other products or services not provided by Verizon, any modification of the Services or any infringement of intellectual property as a result of such combination or modification.

Suspension of Services. In addition to Verizon's right to suspend Service for non-payment of undisputed charges, Verizon may suspend or limit use of any Services under this Agreement without liability and with notice to Customer under other conditions as provided in the applicable tariffs, including use of the Service in an unauthorized or fraudulent manner.

Guide Modifications. For Services that are detariffed and subject to a guide, Verizon may modify an applicable guide from time to time, and any modification will be binding upon Customer, as provided in the guide. If Verizon makes any changes to an applicable guide (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer will be notified of such changes via a bill insert, as a message on Customer's bill, in a separate mailing, by Email or by any other reasonable method at Verizon's discretion, and Customer may discontinue the affected Service without liability for termination charges by providing Verizon with written notice of discontinuance within 60 days of the date the change is posted on the applicable website, unless within 60 days of receiving Customer's discontinuance notice, Verizon agrees to remove the material adverse effect on Customer. Customer shall remain responsible for the payment for Services rendered until the effective date of the termination.

Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE APPLICABLE TARIFF OR GUIDE, VERIZON DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF VERIZON KNEW OR SHOULD HAVE KNOWN OF SUCH PURPOSE) AND NON-INFRINGEMENT. CUSTOMER AGREES THAT THE SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VERIZON DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

Limitation of Liability. EACH PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:

(A) FOR DAMAGES DUE TO FAILURES OR DISRUPTIONS IN THE SERVICES CAUSED BY THE PARTY'S NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THE AGREEMENT, THE CHARGES FOR THE AFFECTED SERVICES FOR THE PERIOD OF THE FAILURE;

(B) FOR DAMAGE TO REAL OR PERSONAL PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY THE PARTY'S NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES PROVEN;

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(C) FOR ANY DAMAGES ARISING OUT OF THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;

(D) FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, THE TARIFF OR GUIDE, THE LESSER OF (i) DIRECT DAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THE AGREEMENT FOR THE ONE MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.

NOTHING IN THIS SECTION LIMITS CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

IP Indemnification. Verizon agrees at its own cost to indemnify Customer and to defend or, at its option, to settle, any claim or suit brought against Customer and pay any claim or judgment against Customer alleging that the Service or Customer's use of such Service as authorized herein infringes any valid United States patent, trademark, copyright, or other third party proprietary rights, provided that the Customer: (1) notifies Verizon promptly in writing of any such claim or suit, (2) gives Verizon or its designee relevant information and assistance, the reasonable costs and/or expenses of which shall be borne by Verizon, to settle and/or to defend any such claim or suit, and (3) gives Verizon or its designee full authority to control the defense and/or settlement of any such claim or suit. Verizon shall not be liable for any such costs and/or expenses incurred without Verizon's prior written authorization. If such claim has occurred or in Verizon's judgment is likely to occur, Customer agrees to allow Verizon at Verizon's option and expense, to procure the right for Customer to continue using the applicable Service or to replace or to modify such Service so that it becomes non-infringing, or to terminate the infringing Service without liability to either party, except that Customer shall remain obligated to pay for such Services rendered prior to the termination pursuant to this paragraph. Verizon obligations under this paragraph shall not apply to any claim arising out of Customer's modification of the Services or combination of the Services with other services or products of others when such claim would not have arisen but for the combination. The foregoing states the entire obligation of Verizon to Customer, and is Customer's sole and exclusive remedy with respect to any claim of infringement of any intellectual property right of any kind, and Verizon disclaims all other warranties and obligations with respect to any such claims.

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EXHIBIT A

Verizon company name: GTE Southwest Incorporated d/b/a Verizon Southwest. (referred to in this Exhibit as "Verizon")
State: TX
Customer name: CITY OF BRYAN
ICB-M Case No.: N/A

PRIMARY RATE INTERFACE RATE SCHEDULE

1. Service and Rates. Customer agrees to purchase Integrated Services Digital Network ("ISDN") PRI service (the "Service") from Verizon at the rates and in quantities set forth below ("Minimum Quantity") for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges or, if no tariff is applicable, other commission authorized rates, terms and conditions then in effect. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.

Minimum Commitment Quantity	Service Item	Monthly Unit Rate w/Corporate Rewards/CSP (Ea)*	Monthly Unit Rate w/o Corporate Rewards/CSP (Ea)	Non-Recurring Charges
0	ISDN PRI Access System DID only & Calling Line Identification with Name	$405.39	$445.30	N/A
0	ISDN PRI Access System DID only without ISDN-PRI DS1 Switched Facility & Calling Line Identification with Name	$305.93	$334.84	N/A
5	ISDN PRI Access System Flat Rate Voice & Calling Line Identification with Name	$611.97	$654.86	N/A
0	ISDN PRI Access System Flat Rate Voice without ISDN-PRI DS1 Switched Facility & Calling Line Identification with Name	$486.77	$529.67	N/A
	PRI Optional Features			
0	Tie Channel/IXC Service per PRI	$76.10	$76.10	N/A

(i) FX mileage is additional and provided at tariff rates
(ii) Nonrecurring charges are not applicable for initial Service installation. Applicable tariff nonrecurring charges will apply to any move or relocation of an existing Service or change to initial Customer configuration including PRI Optional Features installation

*This column lists the applicable Monthly Unit Rate if Customer subscribes to and maintains, under separate agreement or tariff arrangement at all times during the Service Period, Verizon's Corporate Rewards Plan (the "Plan") or Customer Specific Pricing arrangement ("CSP") in accordance with all of the provisions of Verizon's applicable tariffs, as such tariffs may be amended from time-to-time (the "Tariffs") and agreements applicable to the Plan or CSP. If Customer fails to subscribe to or fails to maintain, as applicable, the Plan or CSP at all times during the Service Period, Customer's Monthly Unit Rate for the Service shall be re-rated to the Monthly Unit Rate without Corporate Rewards/CSP (Ea) as set forth above.

2. Service Period. Customer shall purchase the Service for a period of twelve (12) consecutive months following the execution of this Agreement, the installation of the Service (if not previously installed and cutover), and receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Service under the terms hereof ("Service Period"). By providing Verizon with at least sixty (60) days written notice prior to the expiration of the Service Period, Customer, at its option, may extend the Service Period for up to a maximum of three (3) additional one (1) year periods unless such continuation is not permitted under applicable law or regulation. Termination charges will apply to all Service disconnected prior to the end of the Service Period or any extension thereof.

3. Ramp-Up Period. Customer may not request a delay in Verizon's installation of the Minimum Quantity ordered hereunder that would not be consistent with the following: the Minimum Quantity of Service ordered hereunder shall be scheduled to be installed before the completion of three (3) months of the Service Period.

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4. Minimum Quantity and Shortfall. The rates herein are contingent upon Customer purchasing at least the quantity of Service set forth above as the Minimum Quantity at all times during the Service Period including any extension thereof. The Minimum Quantity shall not apply to optional features. The Minimum Quantity may be satisfied by any quantity combination of the types of PRI Services identified above (e.g., Port Only, Port + Access). Verizon will review Customer's account on a periodic basis and if the quantity of Service installed is less than the Minimum Quantity set forth herein, Customer shall pay to Verizon an amount equal to $400 per PRI, per month for the difference between the quantity of Service in-service and the Minimum Quantity. The Minimum Quantity shall not apply during the Ramp-Up period. Hereinafter, such amounts due Verizon shall be referred to as the "Shortfall Amount". Shortfall Amounts will not be assessed against units of Service where termination charges have been imposed or units of Service that have been upgraded under the provisions of the tariff. Verizon will issue an invoice to Customer for any Shortfall Amount due hereunder.

5. Termination Charges. If the Customer cancels Service subsequent to execution of this Exhibit by both parties, but prior to the In-Service Date of such Service, Customer shall pay a cancellation charge of $500.00 per affected PRI. Cancellation must be in writing to Verizon in accordance with the Notice provision of the Agreement. If Customer cancels this Agreement in whole or in part or terminates any Service prior to the expiration of the Service Period or any extension thereof, Customer shall pay to Verizon a termination charge equal to fifty percent (50%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Customer will also pay Verizon its actual incurred costs of provisioning any associated Special Construction up to the point of such cancellation. Any such cancellation charge, termination liability charge or Special Construction charge as applicable shall be due and payable in one lump sum within 30 days of billing. Optional Features shall not be subject to termination charges. PRIs that are disconnected and subject to termination charges will count towards the satisfaction of the Minimum Quantity during the Service Period including any optional extension thereof. PRIs that are the subject of a physical move or which are relocated from one Location to another (within the state covered by this Exhibit) or PRIs that are modified from one type of PRI Service to another (for example. PRI Port Plus Access to PRI Port) shall not be subject to termination charges for the PRI circuit that was disconnected in order to be moved, relocated or modified.

6. Additional Provisions

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized service arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than 12 months after the expiration of the initial Service Period. (ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, the Service Period shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. The Service is available only from offices which have the necessary facilities to provide ISDN on the standard ISDN platform. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination, in whole or in part, by Verizon without application of the termination charges described above.

e. Verizon, at its discretion, may increase the rates for these Services if this Agreement is not signed and dated by Customer on or before November 01, 2015.

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7. Locations. The Service shall be provided to Customer under the terms hereof at the following locations (Location(s)"). Other Customer locations may be added to this Agreement only upon written or electronic request (an amendment is not required) by the Customer and provided that such locations are within the tariffed in-franchise incumbent local exchange service areas of the subject Verizon provider covered by this Exhibit A.

Quantity	Service Item	Address	City/State/Zip
2	ISDN PRI Access System Flat Rate Voice & Calling Line Identification with Name	300 S. TEXAS AVE, Floor No:MUNICIPAL BLDG	BRYAN, TX 77803
1	ISDN PRI Access System Flat Rate Voice & Calling Line Identification with Name	300 S. TEXAS AVE, Floor No:CITY OF BRYAN	BRYAN, TX 77803
1	ISDN PRI Access System Flat Rate Voice & Calling Line Identification with Name	8181 MUMFORD RD, Floor No:UTILITIES	BRYAN, TX 77807
1	ISDN PRI Access System Flat Rate Voice & Calling Line Identification with Name	201 S. TEXAS AVE, Floor No:POLICE DEPT	BRYAN, TX 77803

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