

**Agreement between  
Denton Independent School District  
and Verizon Business Network Services, Inc.  
On behalf of MCI Communications Services, Inc.**

This Agreement is made by and between Denton Independent School District (“District or Customer”) and Verizon Business Network Services, Inc. on behalf applicable Verizon entities, including MCI Communications Services, Inc. (“Verizon”) as of the last date set forth below.

**1. Terms and Conditions:** The terms of the State of Texas Contracts DIR-SDD-649 shall govern, and the terms thereof are hereby incorporated by reference, along with the attachments to this Agreement:

Voice Over IP Service Attachment with IP Trunking Service Supplement  
Appendix I E-911 – Emergency Calling  
Internet Bundled PPO T-1 and NxT-1 Select III Promotion Service Attachment  
E-Rate Funding Related Terms and Conditions

**2. Term, Rates:** The term of this Agreement is three years, beginning July 1, 2009. The rates for the Services are fixed for three years from July 1, 2009 if this Agreement is accepted as provided below. This Agreement is subject, however, to termination for failure of the governing body to appropriate funds per DIR-SDD-649, Appendix A, Section 8. B. 1. The DIR Admin Fee applies to these services.

**3. Minimum Annual Volume Commitment (“AVC”):** Customer agrees to pay Verizon Business no less than the Total Service Charges outlined in the table below provided under this contract during each contract year.

<i>Term</i>	<i>AVC</i>
Year 1	\$90,000.00
Year 2	\$90,000.00
Year 3	\$90,000.00

*“Total Service Charges” means all charges, after application of all discounts and credits, incurred by Customer for Services provided under this Agreement, specifically excluding: (a) Taxes (b) charges for equipment (unless otherwise expressly stated herein); (c) Verizon Wireless charges (d) charges incurred for goods or services where Verizon acts as agent for Customer in its acquisition of goods or services; (e) non-recurring charges; (f) Governmental Charges; (g) international pass-through access charges (i.e., Type 3/PTT) and charges for international access provided by Verizon (i.e., Type 1); and (h) other charges expressly excluded by this Agreement.*

**4. Early Termination Charges, E-Rate:** If the agreement is terminated prior to the completion of the term except for failure of appropriations, then the customer will pay (a) 75% of the unsatisfied AVC for the full or partial contract year remaining and (b) a pro rata portion of any and all credits received by the customer (excluding credits for billing errors and interstate service credits). Notwithstanding anything in this Agreement to the contrary, if the service contracted for under this Agreement is ruled ineligible for E-Rate reimbursement by reason of its nature and design, this Agreement is terminable by District at the end of the then-current E-Rate year. In any event, District will be responsible for full payment for services rendered for the E-Rate year eligibility is denied. If the agreement is terminated pursuant to this section by the District, the discount amounts and credits contained in this agreement will not change during the current E-rate funding year. The District will only be responsible for full payment for services rendered at the negotiated contract discount rates during the current E-rate funding year.

**5. Governing Law.** Per DIR-SDD-649, the laws of the State of Texas shall govern the construction and interpretation of this Agreement.

**6. Acceptance:** Pricing and/or promotional benefits in this Agreement may not be available if it is signed and delivered to Verizon after February 29, 2009. Any and all prior offers made to Customer, whether oral or written, are superseded by this offer.

**In Witness Whereof, the parties have caused their authorized signatories to execute below.**

**Denton Independent School District**

**Verizon Business Network Services, Inc.  
On behalf of MCI Communications Services,  
Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Voice Over IP Service Service Attachment

1. **Service Description.** Verizon will provide to Customer one or more of the following Voice Over IP Service(s) (individually or collectively, the “VoIP Service”).

IP Trunking

The VoIP Service types are described in an individual Service Supplement attached hereto and made a part hereof. Terms and conditions specific to each VoIP Service type are set forth in the applicable Service Supplement.

2. **Rate and Charges – VoIP Service.** Monthly recurring charges (“MRC”) and non-recurring charges (“NRC”) and other charges specific to each VoIP Service type are set forth in the applicable Service Supplement. Rates and charges for VoIP Service that are designated as “fixed for the Term” are subject to change if VoIP Service is subjected to regulation by any State, or if Federal regulation of VoIP Service is expanded. Monthly Recurring Charges (“MRCs”) and Non-Recurring Charges (“NRCs”) and other charges applicable to all VoIP Service types are set forth below.

Supplemental Services	Rates and Charges	
Network Application Fees	See the Network Application Fee Schedule at <a href="http://www.verizonbusiness.com/terms">www.verizonbusiness.com/terms</a>	
Dispatch Charge For dispatch of Verizon technician to make Customer-requested change during installation process – charged per occasion.	See Guide website as above	
Outbound “Off-Net” International Calling	See Guide	
Optional Local Service Features	See Guide	
Direct Inward Dial (DID) Service – per block of 20 DID numbers. DIDs are available per location and cannot be shared across locations.	Install NRC	MRC
	\$5.00	\$6.25
On-Site Training	Per a separate Service Attachment for Site Services	

3. **Taxes and Governmental Charges.** Taxes and Governmental Charges based on the location at which VoIP service is used – for example, 911 service fees (which may also be referred to by such names as “taxes” or “surcharges”) – will be determined by the VoIP service location designated by the Customer for its end-users at the time VoIP service is activated. At such time as Verizon has the ability to bill Taxes and Governmental Charges for each telephone number based on the location at which VoIP service is used in each individual month, then Taxes and Governmental Charges attributable to each telephone number during any particular month will be determined by the location designated by each end-user as its service location as of the Customer’s monthly billing date.

4. **Terms and Conditions**

- 4.1 **Business Application.** VoIP Service is offered only to government/commercial business customers.

- 4.2 **Equipment.** Optional CPE required for any VoIP Service is provided pursuant to the CPE Service Attachment.

- 4.3 **Letter of Authorization.** To the extent Customer's VoIP Service includes the provision of Verizon's Local voice service and Customer implements PS/ALI, Customer will execute Verizon's Letter of Authorization ("LOA") that lists affected telephone numbers (via range, if applicable) and the attendant street addresses. Verizon will use the LOA to notify the appropriate Incumbent Local Exchange Carrier (ILEC) that Customer, not Verizon, is now responsible for building, loading, and maintaining the location-specific ALI database for the call CPNs (calling party numbers) associated with the BTNs
- 4.4 **No Resale.** VoIP Service is provided only to Customer. Resale by Customer of VoIP Service as a stand-alone service is prohibited. However, if Customer subscribes to a tiered or metered pricing plan for VoIP Service, Customer may provide to and be compensated by end-users for VoIP-based services as a component of a larger service offering provided, for example, to a retirement home, campus-living facility, or hotel.
- 4.5 **Customer Responsibilities.** In addition to the other obligations of Customer contained in this Service Attachment and the Agreement, Customer will be responsible for the following obligations:
- 4.5.1 **Customer-Obtained Facilities.** Except as otherwise expressly stated herein or in another Verizon Service Attachment, Customer is responsible for obtaining, installing, configuring and maintaining all equipment (including, but not limited to, SIP Phones, gateways and firewalls), software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with Verizon's network or otherwise for use in conjunction with VoIP Service ("Facilities"). Customer is responsible for ensuring that such Facilities are compatible with Verizon's requirements (including being certified for use with VoIP Service where applicable), and that they continue to be compatible with subsequent revision levels of Verizon-provided equipment, software and services. Customer is responsible for operation and configuration of its computer(s) and LAN/WAN. If Customer uses its WAN to connect multiple remote sites through a single site ("hub" site) to the Verizon VoIP network, Customer will be responsible for the quality of VoIP Service ("QOS") on its WAN. The demarcation for VoIP Service QOS will be the hub site. If Customer connects any Facilities to VoIP Service that Customer reasonably should know may not be compatible with VoIP service, Customer is solely responsible for any effects that arise from that connection on VoIP service, equipment or software of Verizon, Customer, or any third party, and Customer waives any claims against Verizon relating to the performance of VoIP service.
- 4.5.2 **Security.** Use of VoIP service, like other network-based services, carries certain security risks to the systems and networks of Customer, Verizon and third parties including, but not limited to: misuse, unauthorized access; alterations; theft; destruction; corruption; and attacks ("Occurrences"). Customer shall, at its own expense, take security measures, including but not limited to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions ("Security Measures") to protect from Occurrences all VoIP Service traffic, Facilities and other equipment, software, data and systems located on Customer's premises or otherwise in Customer's control and used in connection with VoIP service, whether owned by Customer, Verizon or Verizon's subcontractors. Customer agrees that Verizon is not liable, in contract, tort, or on any other basis, for any loss resulting from any Occurrences or use of such VoIP Service traffic, Facilities, or other equipment, software, data and systems. Customer is responsible for all Security Measures, even if Customer uses a third party (or Verizon) to configure and implement them.

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

4.7 **Service Disclaimer.** Verizon is not responsible for certain conditions or equipment that may affect VoIP Service, including, without limitation:

- Failure or poor performance of Customer's Domain Name Server ("DNS Server") and/or local area network ("LAN") upon which VoIP Service relies. Network-related outages also may occur, and service restoration intervals may vary from those associated with traditional telecommunications service.
- Communications from analog modems may have protocol interaction issues when used over VoIP technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications;
- VoIP Service is provided without any warranty whatsoever with respect to modems. Modems may not be used on VoIP Service except with Codec G.711 without silence suppression.
- Alarm lines (whether or not they use modems) are wholly unsupported on VoIP Service (with respect to both service and wiring, without limitation).
- Customer will be responsible for all inside wiring and special construction charges.

#### 4.8 **Geographic Coverage**

4.8.1 VoIP Service is not available in Hawaii or Alaska and may not be available in other states or regions.

4.8.2 The VoIP service described herein is provided only to Customer locations within the U.S. Mainland. If Customer desires on its own to extend IP-based calls originating with the VoIP service beyond the U.S. Mainland demarcation for Verizon VoIP Service, Customer expressly acknowledges that it is solely responsible for such extension and the legal and regulatory ramifications of extending such calls into foreign jurisdictions.

#### 4.9 **Restrictions**

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

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

4.10 **Call Origination Information.** Customer acknowledges that Verizon classifies local and long distance calls to determine appropriate rate allocation (i.e., local or interstate). Verizon bases this classification on the information in Verizon's systems identifying each call's originating location. As accurate information regarding the origination point of calls is necessary to make the appropriate rate allocation, it is a material condition of this Service Attachment that Customer provide Verizon with accurate information reflecting its calls' originating location. Customer therefore warrants that it will, at all times use, for each telephone station, a telephone number with an NPA-NXX code (i.e., the first six digits of a 10-digit number, representing the area code and exchange) that Verizon has assigned to the rate center area in which that customer telephone station is located. Customer further warrants that it will not alter the originating location of any of its calls to reflect the NPA-NXX code associated with an intermediate point or some

point other than where the call originated and will, upon request from Verizon, provide Verizon with supporting information to confirm the accuracy of the originating call information from all such calls. Customer hereby indemnifies Verizon with respect to any third-party claims associated with Customer's failure to fulfill its obligations under this section.

**4.11 Additional Terms and Conditions for BUNDLED Pricing Model.** The BUNDLED pricing model is subject to the following additional terms and conditions.

4.11.1 Verizon may interrupt BUNDLED Internet Dedicated Services for scheduled or emergency maintenance or as otherwise set forth in the Agreement.

4.11.2 BUNDLED Pricing is not available for Customer facilities located in the following states: Kentucky, Maine, New Hampshire, North Dakota, South Dakota, Vermont, West Virginia, and Wyoming.

**4.11.3 VoIP Service Equipment**

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

4.11.3.2 **Maintenance.** With respect to the VoIP Service Equipment only, Verizon will provide the following maintenance services ("Maintenance Services"): (i) Use commercially reasonable efforts to isolate any problems with the VoIP Service Equipment that resides on Customer's site and send a technician to Customer's site if necessary; (ii) replacement of affected components if Verizon, in its sole discretion, determines that any VoIP Service Equipment that resides on Customer's premise needs to be replaced; such component to be replaced with a component in good working order and of like kind and functionality from a manufacturer of Verizon's choice at the time of replacement.

4.11.3.3 **Normal Use Limitation.** Maintenance Services only apply to problems arising out of the normal use of the VoIP Service Equipment and do not apply if the VoIP Service Equipment is damaged as a result of the negligence or willful misconduct of Customer. If repair and/or replacement is required because of damage caused by Customer's negligence or willful misconduct, Customer will be charged time at a rate of \$125 per hour during normal business hours to repair the VoIP Service Equipment, and

Customer will be charged the replacement cost of VoIP Service Equipment requiring replacement.

- 4.11.4 **LNP.** Customer can arrange to port its numbers using LNP (Local Number Portability) at the same time VoIP service with BUNDLED pricing is made available for use, or delay LNP for up to 10 days afterwards.
- 4.11.5 **Billing Initiation.** Billing for VoIP service with BUNDLED pricing will begin no later than the tenth day after the VoIP service is available for use.

#### 4.12 Service Level Agreement

- 4.12.1 Subject to Section 4.12.2 below, the Service Level Agreement (“SLA”) for VoIP Service is set forth at [www.verizonbusiness.com/terms](http://www.verizonbusiness.com/terms)\*. Verizon reserves the right to amend SLAs from time to time, effective upon either posting of the revised SLA to that URL or providing other notice to Customer. These SLAs set forth Customer’s sole remedies for any claim relating to VoIP Service (including the related Internet Dedicated service), including any failure to meet the conditions set forth in these SLAs. Verizon’s records and data are the basis for all SLA calculations and determinations. Under these SLAs, the maximum amount of credit available to Customer for any calendar month shall not exceed the following: (a) for A LA CARTE pricing, the simultaneous calling capacity MRC plus the applicable MRC for the related Internet Dedicated service under the Agreement; or (b) for BUNDLED pricing, the applicable base MRC and simultaneous calling capacity MRC that, absent the credit, would have been charged for the service using the BUNDLED pricing model under this Agreement.

\* If Verizon makes any changes to the Guide (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within 60 days of the date the change is posted on the above website, unless within 60 days of receiving Customer’s discontinuance notice, Verizon agrees to remove the material adverse effect on Customer.

- 4.12.2 **Limitations on VoIP Voice Quality SLA.** Verizon’s VoIP Voice Quality SLA applies only if an end-user is using VoIP Service via Verizon’s Internet Dedicated Service at a Customer location covered by Verizon VoIP Service. However, Verizon’s VoIP Voice Quality SLA never applies to soft-phone use.

- 4.13 **Access to CPNI.** Customer’s use of VoIP Service may enable access to Customer Proprietary Network Information (“CPNI”). As a condition of such access, Customer agrees:
  - To execute a “Designation Of Customer VoIP Administrator(s) With CPNI Authorizer” form provided by Verizon (see [Appendix II](#)), designating in writing one or more Customer “Administrators” authorized to access CPNI and to identify end-users authorized to access CPNI either directly or via an online application such as the Integrated Communications Package (ICP), if applicable; and
  - To cooperate with Verizon’s reasonable authentication and security procedures for access to CPNI, including, without limitation, password resets and re-authentication of authorized end-users.
- 4.14 **E-911 – Emergency Calling.** The FCC’s requirements regarding “interconnected VoIP service” are addressed in [Appendix I](#) (E-911 – Emergency Calling Terms and Conditions) attached hereto.

**Service Supplement 1**  
**VoIP Service Type – IP Trunking**

1. **Rates and Charges.** Current rates and charges for VoIP IP Trunking Service are described below. 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.

1.1 **Tiered Pricing – Simultaneous Calling Capacity Charge.** Customer will pay the following 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) calling, unlimited local calling, and an allotment of inter-enterprise VoIP (termination is non-VoIP) 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 defined in the Guide.

Service Type	MRC Per Simultaneous Call	Intra-enterprise VoIP mins included	Local Calls included	Inter-enterprise VoIP LD Mins included	Domestic Long Distance
Domestic LD and Local	\$35	Unlimited	Unlimited	1,500	\$0.025/min
Domestic LD only	\$30	Unlimited	N/A	1,500	\$0.025/min

1.2 **Burstable Enterprise Shared Trunks.** Subject to the terms and conditions herein, Customer’s VoIP IP Trunking hub and remote sites that are provisioned with metered simultaneous call capacity will be able to share across Customer’s enterprise the simultaneous calling capacity purchased by Customer, subject to the limitations set forth in Section 2, below. There is no additional charge for this feature.

1.3 **Optional Virtual Fx Service Simultaneous Calling Capacity Charge.** Virtual Fx allows Customer to receive inbound calls on a Direct Inward Dial (DID) number associated with a location outside the local exchange area for Customer’s physical location. Customer shall pay an MRC per Simultaneous Call for optional Virtual Fx Inbound Local service of \$22.00. Each such monthly charge includes the ability to receive one inbound local call at a time. If Customer requires outbound VoIP services at the same physical location where a Virtual Fx-originated call may terminate, separate domestic LD-only VoIP services must be purchased from Verizon. Customer will pay a separate charge for the DIDs as set forth in Section 2 in the Service Attachment.

1.4 **Change in Simultaneous Call Count.** Customer must maintain its provisioned simultaneous call count for at least a 30-day period before requesting a decrease in simultaneous call count.

1.5 **Equipment and Access.**

1.5.1 In addition to the fees set forth above, Customer will pay the applicable fees (not included here) for the gateway, access or transport service (e.g., port and



permanent virtual circuit charges), CPE, or any other services or equipment not explicitly described as part of the A LA CARTE pricing. Such fees will be described in the separate contract for the attendant service and/or CPE.

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

1.6 **Service Establishment Fee.** Customer will pay a non-recurring Service establishment fee as set forth below.

Number of Active DIDs	Service Establishment Fee (per location)
0 – 24	\$100
25 – 75	\$250
76-300	\$500
301 – 1,000	\$750
1,001 – 5,000	\$1,000
5,001 – 12,500	\$2,500
12,501 - 20,000	\$4,000
>20,001 DIDs	Individual Case Basis

1.7 **Feature Profiles.** A “feature profile” is established for every unique DID number. IP Trunking sites are provided feature profiles at no charge.

1.8 **Optional Network Features.** Customer will pay for the optional network features at the following rates, which are fixed for the Term:

Optional Network Features(s)	MRC
Auto Attendant	\$30/instance*
Voicemail	\$5/configured user
* "Instance" means each menu of options that a caller may choose to access. Each separate listing of touch tone options presented to a caller is considered a separate menu.	

1.9 **Special Pricing.** 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 described above.

Service Element	Discount
Simultaneous Calling Capacity	10%
Domestic Off-Net (Non-Intra-Enterprise) Long Distance	10%
Active DID Blocks	10%
Optional Network Features	10%

2. **Burstable Enterprise Shared Trunks – Terms and Conditions**

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

2.2 Customer is solely responsible for purchasing sufficient simultaneous calls across its enterprise to support traffic for its hub and remote locations. Customer acknowledges and understands that purchasing, say, 800 simultaneous calls across its enterprise to

serve, say, 800 sites, may diminish the end-user experience, resulting in such occurrences as busy lines.

- 2.3 Metered simultaneous call capacity is only available with the A LA CARTE pricing plan. If Customer purchases VoIP Service with metered simultaneous calling capacity, all locations receiving VoIP Service within Customer's enterprise must be metered. Only metered locations within Customer's enterprise will be able to burst using available simultaneous call capacity from other Customer metered simultaneous call sites.
- 2.4 If some of Customer's locations receive Local and LD VoIP Service and others are LD-only, the two types of locations will be treated as different enterprises, and simultaneous calling capacity will not be able to be shared between them. Also, intra-enterprise calls between the Local/LD and LD-only locations may be seen, in effect, as inter-enterprise.
- 2.5 Burstable enterprise shared trunks will not be supported at non-metered sites.
- 2.6 Burstable enterprise shared trunks are only available to U.S. sites and only the simultaneous call units at U.S. sites contribute to the total available concurrent call capacity.
- 2.7 The maximum bursting capacity of each VoIP IP Trunking location is based on two factors – the maximum number of calls that can be supported within the location's data bandwidth and the total number of simultaneous calling units purchased by Customer across its enterprise – and is subject in any case to a maximum of fifty (50) simultaneous calls in addition to what is provisioned at any single location. Two examples are provided:
  - If Customer's Location A buys 20 simultaneous calling units on a T1 and Customer's Location B buys 40 simultaneous calls on a DS3, assuming availability, Location A could burst through its allocation of 20 simultaneous calling units up to a maximum of 41 simultaneous calling units because that's the maximum simultaneous calls supportable on a T1.
  - If Customer's Location C buys 60 simultaneous calling units on a DS3 and Customer's Location D also buys 60 simultaneous calling units on a DS3, assuming availability, Location A could burst through its allocation of 60 simultaneous calling units up to a maximum of 110 simultaneous calling units because any single location is limited to bursting to an additional 50 simultaneous calling units.
- 2.8 Customer must inform Verizon of its data bandwidth at each location so that Verizon can properly configure the maximum simultaneous call setting based on Customer's bandwidth. Verizon will perform a periodic review of Customer's actual simultaneous call bursting and reserves the right to reallocate simultaneous calling capacity among Customer locations to better reflect actual use.
- 2.9 If Customer changes its data bandwidth and desires more simultaneous calls to be supported at a particular location, it must process a change order with Verizon to increase the number of available simultaneous calling units.
- 2.10 Every remote site will receive an allocation of at least one metered simultaneous call to be able to participate in the sharing.

2.11 Verizon Technical Support will be able to identify call failures or blockage if Customer exceeds its aggregate (enterprise-level) simultaneous calling capacity. However, Verizon is not responsible for and cannot provide specific details identifying which Customer location is causing the threshold to be exceeded at the time it occurs. Customer is responsible for monitoring location-level traffic requirements to identify sites which require additional simultaneous call capacity to meet traffic requirements.

## Appendix I

### E-911 – Emergency Calling Terms and Conditions

1. **Requirement.** A provider of “interconnected VoIP service” is required by the Federal Communications Commission to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available. “Interconnected VoIP service” means the VoIP service (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the end-user’s location; (3) requires IP-compatible CPE; and (4) permits end-users generally to receive calls that originate on the PSTN and to terminate calls to the PSTN. 911 emergency calling service laws may also apply to Customer and it is solely Customer’s responsibility to understand and comply with such laws.
  
2. **E-911 Routing.** Enhanced 911 calling (“E-911”) enables end-users to access an appropriate public safety answering point (“PSAP”) by dialing 911 with Automatic Number Identification (hereinafter referred to as “ANI”) and Automatic Location Identification (“ALI”) displayed at the PSAP. **The ANI may be the calling party number (“CPN”) or the billing telephone number (“BTN”) depending on Customer’s configuration.** Pursuant to FCC requirements, Verizon enables the routing of E-911 calls only in locations where such 911 calling is available and only under the limited circumstances described below. The ability of an end-user to access an appropriate PSAP depends on the type, configuration and location of the phone used. Furthermore, much like access to 911 emergency service via traditional PSTN local service, access to a PSAP will be unavailable if Customer’s access circuit or local gateway fails.
  - 2.1 **ANI/ALI.** E-911 provided via any of the four types of Verizon VoIP Service will pass ANI and the registered primary service address of that ANI as ALI. If VoIP Service is provided to a campus environment where all buildings have the same service address and rate center, then Customer acknowledges and agrees that when 911 is dialed, the call will be routed to the appropriate PSAP based on the primary service address of the calling ANI.
  - 2.2 **Long Distance Service/Limitations on E-911.** Long Distance Voice Service does not provide access to E-911 calling. Thus, to ensure proper E-911 access and support, Customer must obtain separate Local service when only Long Distance Voice Service is ordered from Verizon (an option with IP Integrated Access, IP Centrex, and IP Trunking).
  - 2.3 **PS/ALI.** If Customer requires delivery of location-specific ALI (such as floor and room number within a building) to the PSAP for TDM KSU systems, TDM PBX/KSU systems, IP PBX/KSU systems, or otherwise desires E-911 to be provided for multiple user configurations, Customer must implement Private Switch/Automatic Location Identification (PS/ALI). Customer may obtain the software and support that enable PS/ALI from a third-party provider. In all cases, VoIP Service can only support the delivery of the caller’s station level phone number to a PSAP when such telephone numbers are ported to Verizon during the initial provisioning process or are numbers assigned by Verizon. Before Verizon will support Customer’s use of PS/ALI, Customer must execute Verizon’s LOA (see Section 4.3 in the Service Attachment). Once PS/ALI is implemented, Verizon will continue to send 911 calls to the PSAP; **however, Customer and not Verizon will be entirely responsible for the content of the information delivered in ALI to the PSAP.**

Whether Customer purchases VoIP Service in a single-site tenant or hotel-type facility, or in a geographically-distributed multi-site environment using a TDM PBX/KSU, state or local laws may require Customer (as owner of the TDM PBX/KSU) to implement PS/ALI

to ensure required E-911 support for multiple user configurations to enable station-specific 911 ANI and ALI display.

Further, if Customer purchases VoIP service for a geographically-distributed multi-site environment and has remote locations that are outside the Local service footprint covered by VoIP Service, or Customer chooses not to purchase Local service with its VoIP Service at certain remote locations, Customer agrees that it is responsible for obtaining separate Local service at each such location in the Service Attachment to the extent it desires or is required to provide E-911. However, if Customer purchases VoIP service for a geographically-distributed multi-site environment and purchases Local and Long Distance service from Verizon for those locations within the Local service footprint covered by VoIP Service, an end-user situated at a remote location with such Local service dialing 911 will be routed to the appropriate PSAP based on the primary service address of the calling ANI at the remote location.

**2.4 Indemnity for PS/ALI.** CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD VERIZON HARMLESS FROM ANY CLAIMS OR CAUSES OF ACTION ARISING FROM THE NON-IMPLEMENTATION OF PS/ALI AND/OR ENABLING OF STATION LEVEL 911 SERVICE, OR THE FAILURE OF PS/ALI OR STATION LEVEL 911 SERVICE IF ENABLED.

**2.5 Other Access Limitations.** Common events that can limit access to E-911 via VoIP Service include but are not limited to:

- **Loss of Electric Service.** VoIP Service will be interrupted if there is a loss of electric service. Customers are urged to implement a battery backup system for VoIP Service.
- **Loss of Broadband Service.** VoIP Service will be interrupted if the attendant broadband connection is not available.
- **Failure of Equipment.** The malfunction or failure of equipment, software or hardware necessary for end-to-end Internet functionality (e.g., routers, IP phones, analog gateways, etc.) can limit access to E-911.
- **Failure to Register New Location of Equipment.** For IP Flexible T1, IP Integrated Access, and IP Trunking VoIP services, Verizon is able to provide access to E-911 only at the end-user's registered primary service location. For these VoIP service types, if a VoIP phone is used at a location other than at the end-user's registered primary service location, E-911 will not be available. For IP Centrex service, mobility is supported for the end-user's IP phone or soft-phone (phone in the PC), but the end-user may only place calls from a location that is, in fact, the end-user's registered address. Otherwise, E-911 calls will not be sent to the correct PSAP. If the end-user's registered address is at a location different from the end-user's land-line phone, use of the end-user's land-line for 911 calls will not contact the correct PSAP. Customer must inform end-users that it is entirely their responsibility to use the tools available with VoIP Service to update their registered address.
- **Non-Recognition of Phone Number.** If an end-user uses a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located), E-911 access may be limited.

**2.6 End-User Notice Requirements.** Customer will notify all of its end-users of Verizon VoIP of the interaction and/or limitations of E-911 with Verizon VoIP, and with respect to IP Centrex end-users, (i) what procedures such end-users must follow for registering a new location prior to moving an IP phone or soft-phone; and (ii) of the affects of re-

registration of end-user addresses on existing end-user land-lines and E-911. Customer shall indemnify and defend Verizon and hold Verizon harmless from and against any claims from Customer's end-users arising from Customer's failure to so notify its end-users.

**2.7 Corrupt ANI and Emergency Call Trace Limitations.** If the ANI delivered to Verizon in the 911 call setup message is not recognized and therefore considered "corrupt," the call will be automatically routed by Verizon to an Emergency Call Relay Center (ECRC). Such a call will be answered by operators who will relay the call to the appropriate emergency service provider based on the information, such as current location and necessary emergency service, that caller is able to verbally communicate. If the caller is unable to communicate current location, call trace procedures will be implemented. Call trace capabilities may be limited.

**2.8 Disclaimer of Certain Damages.** Verizon is not responsible for any losses, claims, demands, suits or any liability whatsoever with respect to E-911 ("Losses"), including without limitation (i) losses to or relating to Customer or a third party, (ii) losses for any personal injury or property damage or loss, (iii) losses claimed to have been caused by (a) mistakes, omissions, interruptions, delays, errors or other defects in the provision of E-911, or (b) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing VoIP service. Verizon also is not responsible for any infringement or invasion of the right of privacy of any person or persons caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of E-911 and the equipment associated with it, or by any services furnished by Verizon including, but not limited to, the identification of the telephone number, address or name associated with the phone used by the party or parties accessing E-911.

**3. E-911 and VoIP IP Trunking Service.** Because Customer's IP Trunking may permit end-users to use VoIP Service at other than Customer's or the end-users' primary service location, and such use and the movement between locations may not be detected by Verizon, the following special terms apply to VoIP IP Trunking Service customers.

**3.1 End-User Movement and Suspension Requirements.** Customer must detect when an end-user has moved his or her VoIP phone (i.e., any device used for VoIP calling), and suspend VoIP Service unless and until either Customer (a) verifies that the end-user is at the location for which the VoIP phone is registered for service or (b) re-registers the VoIP phone for service at the end-user's current location. Without limitation, Customer must at all times meet the following operational requirements ("Operational Requirements") in support of the preceding end-user movement and suspension requirements:

- Employ appropriate IP PBX equipment and/or vendor services to identify the originating location of each call placed by an end-user through a device that can make and receive calls through VoIP IP Trunking Service, whether or not VoIP IP Trunking Service is involved in handling that particular call (each a "VoIP Call");
- Determine whether the originating location of each VoIP Call is one for which Customer can provide the originating location and other information necessary for the routing of an E-911 VoIP Call from that location to the PSAP serving that location in the manner required by the FCC's E-911 requirements for Interconnected VoIP service (an "E-911-Supported Location");
- Send all E-911 VoIP Calls from an E-911-Supported Location to Verizon or another carrier with the information needed to route that call to the PSAP serving that location in the manner required by the FCC's E-911 requirements for Interconnected VoIP service; and

- Block all VoIP Calls (E-911 and otherwise) from any location that is not an E-911-Supported Location.

**Internet Dedicated Bundled PPO T1 and NxT1 Select - III Promotion**  
**Service Attachment**

Subject to the Conditions below, Customers ordering Verizon's Internet Dedicated Service Price Protected Option ("PPO"), T1 Double or Diverse T1, NxT1 or Diverse NxT1 circuits under this promotion ("Promotional Circuit") will receive the following promotional MRC (which includes the Monthly Recurring Charge ("MRC") for a local T1 access loop or multiple loops for the Double, Diverse and Diverse NxT1 services in addition to the Internet Dedicated circuit) and waiver of related standard installation charges as shown below for each Promotional Circuit, as applicable, for the remaining Term of the Agreement, based on the length of the Term Customer committed to in the Agreement:

<b>Circuit Type</b>	<b>Standard Installation**</b>	<b>Local T1 Access Loop(s)*</b>	<b>1 Year Term MRC</b>	<b>2 Year Term MRC</b>	<b>3+Year Term MRC</b>
<b>PPO T1</b>	Waived	Included	\$535	\$510	\$485
<b>Double T1</b>	Waived	Included	\$990	\$945	\$895
<b>Diverse T1</b>	Waived	Included	\$1,040	\$990	\$940
<b>2xT1</b>	Waived	Included	\$990	\$945	\$895
<b>3xT1</b>	Waived	Included	\$1,380	\$1,305	\$1,245
<b>4xT1</b>	Waived	Included	\$1,690	\$1,610	\$1,530
<b>5xT1</b>	Waived	Included	\$2,110	\$2,010	\$1,915
<b>6xT1</b>	Waived	Included	\$2,535	\$2,415	\$2,295
<b>7xT1</b>	Waived	Included	\$2,940	\$2,835	\$2,695
<b>8xT1</b>	Waived	Included	\$3,380	\$3,220	\$3,060
<b>Diverse 2xT1</b>	Waived	Included	\$1,040	\$990	\$940
<b>Diverse 3xT1</b>	Waived	Included	\$1,440	\$1,380	\$1,305
<b>Diverse 4xT1</b>	Waived	Included	\$1,775	\$1,690	\$1,605

\* Provided via an "MCI Legacy Company" as defined in the Guide.

\*\* Includes both port and access install charges.

**A. Conditions Of Eligibility**

1. The following are eligible for this promotion:
  - a. New Promotional Circuits
  - b. Existing Promotional Circuits being renewed
  - c. Upgrades to a Promotional Circuit type
  
2. The Promotional Circuit must be located entirely:
  - Within the 48 contiguous states
  - Within the selected CLLI areas set forth within the Guide for this promotion
  
3. Promotion must be included in the Customer's agreement signed and submitted by July 31, 2009.

**B. Other Conditions**

1. Verizon will determine the local access loop provider, which may be GTE Southwest, Inc. dba Verizon Southwest, MCI Communications Services, Inc. or a third party carrier.



2. Promotional Circuits receiving the benefits of this promotion may not receive the benefits of the following promotions: On The Network IV Lit Building Access, Reach The Network Tiered Access, On The Network V Lit Building Access, On The Network V Cross Connect Internet Dedicated Bundled PPO T1 & NxT1 Select I, Internet Dedicated Bundled PPO T1 & NxT1 Select II Internet Dedicated T1 & NXT1 Port Only and Verizon Loyalty Plus Promotions.
3. Unless stated otherwise, promotional rates/discounts are in lieu of all other discounts.
4. Customer commits to paying for the Promotional Circuit for the lesser of a minimum of 1 year or the length of time remaining on Customer's Term commitment ("Commitment Period"). If Customer terminates any circuit ordered under this promotion before the Commitment Period has expired, except for termination for Cause, such termination shall not be effective until 30 days after Company receives written notice of termination ("Termination Date"). In addition to paying all accrued but unpaid charges for the terminated circuit incurred through the Termination Date, for each circuit terminated Customer may be required to pay, within 30 days after such Termination Date: (a) an amount equal to 75 percent of the monthly recurring charges remaining in the Commitment Period, if any; plus (b) all fees or early termination fees imposed by the access line provider, if any; plus (c) a pro rata portion of any and all credits received by Customer. However, in no event will Customer's total termination liability exceed the full contract value of the terminated circuit.

## **E-Rate Funding Related Terms and Conditions**

### **1. General.**

1.1 The terms and conditions of this service attachment apply with respect to any Services (which term includes equipment) for which Customer seeks E-Rate funding (“E-Rate Services”) under the federal Universal Service Fund from the Schools and Libraries Division of the Universal Service Administrative Company or USAC (“E-Rate Program”).

1.2 If some or all of Customer’s funding requests for E-Rate Services to be provided under this Agreement are denied, Verizon and customer will execute an amendment to reduce Customer’s Annual Volume Commitment (“AVC”) by an amount that Verizon and Customer agree was to have been met through those E-Rate funding requests. Customer’s rates and discounts also will be adjusted, as applicable, to the rates and discounts appropriate to Customer’s revised AVC. This provision 1.2 applies only to Agreements under which no E-Rate Services have been ordered.

1.3 Customer and Verizon each represent and warrant that it has complied and will comply with all laws, rules and regulations applicable to the E-Rate Program.

### **2. Customer Responsibilities.**

2.1 Customer is solely responsible for applying for and securing any E-Rate funding, and for ensuring the accuracy and integrity of all data and information submitted in connection with such application. Verizon has no liability arising from any assistance it provides Customer in connection with such application and Customer shall hold Verizon harmless with respect to any such assistance or information provided to Customer.

2.2 Verizon makes no representation or warranty whatsoever with respect to the eligibility of any particular Services for E-Rate funding, as such determination rests solely with the Schools and Libraries Division of USAC in its capacity as administrator of the E-Rate Program. Any reference in the Agreement to E-Rate eligibility or ineligibility is not determinative, but is for ease of reference only.

2.3 If for any reason Customer fails to qualify for or secure E-Rate funding or otherwise becomes ineligible for such funding in whole or in part, or if such funding is withdrawn or canceled in whole or in part, or if payment of any Verizon charges is denied by USAC in whole or in part, Customer is nevertheless obligated to pay one-hundred percent (100%) of the charges associated with the Services provided under this Agreement that are not paid to Verizon from E-Rate funding, including if applicable reimbursing to Verizon any funds which Verizon is obliged to return to USAC on account of Customer in connection with the Agreement.

2.4 Upon request, Customer will provide Verizon with copies of any E-rate-related materials (including all attachments) reasonably requested by Verizon, including without limitation: (i) Form 471 and Item 21 Attachments, (ii) Form 500, (iii) Service Substitution Request, and (iv) approved SLD FCC 486 Service Certification Form.

### **3. Payment.**

3.1 Standard Invoicing. Except as provided below, Verizon will invoice Customer in full for all Services, including those for which Customer’s E-rate funding request has been approved. Customer will pay all invoices as provided in the Agreement. With respect to Services for which E-Rate funding has been approved, Customer will file FCC Form 472 (Billed Entity Applicant Reimbursement Form or BEAR) and certify that it has paid for those Services in full. (Note that

Verizon must receive an approved SLD Funding Commitment Decision Letter and approved SLD FCC Form 486 Service Certification Form before Verizon will sign Customer's FCC Form 472 (BEAR).) Within twenty (20) business days after receipt of payment from USAC, Verizon will remit the approved discounted portion to Customer.

### 3.2. Alternative Invoicing.

3.2.1 For some services (which Verizon will identify for Customer on request), Customer may request that Verizon invoice Customer only for the so-called non-discounted charges (i.e., the charges that are not to be paid or reimbursed via E-Rate funding).

3.2.2 Any such request will apply to all E-Rate Services that are eligible for such invoicing until Customer notifies Verizon that it does not want to continue that invoicing treatment with respect to a subsequent funding year. Once made, this invoicing election may not be changed for the current year.

3.2.3 To qualify for such invoicing, Customer must send notice to Verizon under this Agreement, together with an approved SLD Funding Commitment Decision Letter and approved SLD FCC Form 486 Service Certification Form.

3.2.4 Customer understands that Verizon will file FCC Form 474 (Service Provider Invoice Form or SPIF) to obtain payment from USAC of the so-called discounted charges, and upon request, Customer will provide any appropriate documentation or information to Verizon or USAC in support of Verizon's request(s) for payment.

3.3 Funding Method. Please designate the intended funding method by checking the appropriate box below:

- Billed Entity Applicant Reimbursement Form ("BEAR") FCC Form 472
- Service Provider Invoice Form ("SPIF") FCC Form 474

3.4 If, following the end of the funding year, Verizon determines that it has received payment for a Service from both USAC and Customer, Verizon will correct any such duplication, either through credits or refunds to Customer or USAC, as it determines to be appropriate.