



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code VERIZON200	Dept. SC	ISD A	Contract Number 11-76				
County Department Information Services Department		Dept. TOP	Contractor's License No.					
County Department Contract Representative Aimee Austin		Telephone 909-388-0774	Total Contract Amount \$18,000,000 countywide					
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other: Based on actual usage,								
If not encumbered or revenue contract type, provide reason: Fee for service, not to exceed \$18,000,000 per year								
Commodity Code		Contract Start Date 2/16/2011	Contract End Date 2/15/2014	Original Amount \$18,000,000	Amendment Amount			
Fund IAM	Dept. TOP	Organization TOP	Appr. 200	Obj/Rev Source 2035	GRC/PROJ/JOB No. 	Amount \$7,500,000		
Other County Departments					Amount \$10,500,000			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Project Name Telephone Services			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	I/D
			10-11	\$3,000,000		13-14	\$3,000,000	
			11-12	\$6,000,000				
			12-13	\$6,000,000				

CONTRACTOR Verizon California Inc.

Federal ID No. or Social Security No. 95-0510200

Contractor's Representative Wayne Gilchrist

Address 18850 Orange Street, Bloomington, CA 92316

Phone 760-322-0605

Nature of Contract: *(Briefly describe the general terms of the contract)*

Under this agreement, Verizon California, Inc. will provide Telephone Services for the Verizon and Frontier service areas, for a period of three years at a cost determined by actual usage but not to exceed \$6,000,000 per year, beginning February 16, 2011 and ending February 15, 2014. \$2,500,000 per year of this expense will be paid by ISD. The remaining amount will be paid directly from County Departments to Verizon.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink)

Kevin L. Norris, Deputy County Counsel

Date 2-3-11

Reviewed by Contract Compliance

Department Head

Date _____

Presented to BOS for Signature

Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Service Agreement

Verizon Business Network Services Inc. on behalf of Verizon MCI Communications Services Inc., d/b/a Verizon Business Services, on behalf of Verizon California Inc. , on behalf of Cybertrust Inc. and on behalf of other affiliated Verizon service provider companies as identified in Service Attachments, Exhibits and Statements of Work under this Agreement **(collectively "Verizon")**
22001 Loudoun County Parkway
Ashburn, VA 20147

County of San Bernardino, California ("Customer"):

670 E. Gilbert Street
San Bernardino, CA
92415-0915

Agreement No. Reference RFP No. ISD 10-02

By: *Anthony Recine*

Name: Anthony Recine
Vice President

Title: _____

Date: 17 Feb 2011

By: *Josie Gonzalez*

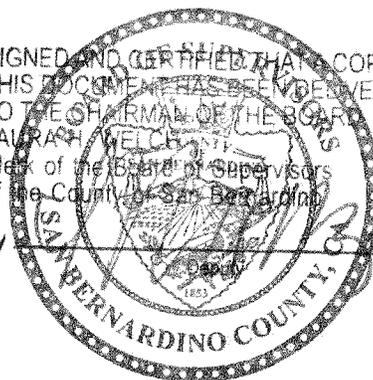
Name: Josie Gonzalez

Title: Chair, Board of Supervisors

Date: March 1, 2011

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LAURAH WELCH, Clerk of the Board of Supervisors of the County of San Bernardino.

By: _____



This Service Agreement ("Agreement") is made by and between Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services, on behalf of Verizon California Inc., and on behalf of other Verizon affiliated service provider companies identified in applicable Service Attachments, Exhibits and Statements of Work (collectively "Verizon"), and County of San Bernardino, California ("Customer"). Customer and Verizon are also individually referred to in this Agreement as a "party" and collectively as "the parties". Each Verizon service provider company specifically identified under this Agreement is responsible for the performance of its Services as set forth in this Agreement and the relevant Service Attachment(s), Exhibit(s), and Statement(s) of Work, and is not responsible for performance of any other entity's obligations. The Agreement between Customer and Verizon shall consist of the general terms and conditions set out in pages 1 – 15 herein, the Service Attachments, Exhibits and Statements of Work with the Verizon Tariffs, ILEC Product Guide and Service Publication and Price Guide ("Guide") as incorporated herein. In the manner set out herein and in applicable Service Attachments, some Services are included for informational purposes only and shall be provided by the applicable Verizon service provider company(ies) solely pursuant to the rates, terms and conditions of separate agreement(s), Tariffs, ILEC Product Guide or the Guide, and not this Agreement.

1. Services. Customer hereby agrees to purchase from the Verizon company identified in each Service Attachment, Exhibit and/or Statement of Work ("Verizon") the Services identified in each such Service Attachment, Exhibit and/or Statement of Work attached to or made a part of this Agreement ("Services") pursuant to the terms and conditions of this Agreement. The Services will be provided to the Customer locations specified in the attached Attachment(s), Exhibit(s) and/or Statement(s) of Work. Other Customer locations may be added to this Agreement only upon mutual written agreement of the parties. Under no circumstances may the Customer resell the Services being provided under this Agreement, except as otherwise required by applicable law or regulation.

2. Term. Customer shall purchase the Services identified in each Service Attachment, Exhibit and/or Statement of Work for the period of time stated in the Attachment, Exhibit or Statement of Work applicable to such Service ("Service Period"). Subject to Verizon's receipt of any necessary regulatory and other governmental approvals or completion of any work or installation of facilities needed to provide the Services, and unless otherwise stated in the applicable Service Attachment, Exhibit or Statement of Work, the Service Period shall be scheduled to commence on the "In-Service" date which shall be identified in the applicable Service Attachment, Exhibit or Statement of Work on the first invoice to the Customer.

The applicable Service Attachment(s), Exhibit(s) and/or Statement(s) of Work will address Service continuation after the end of the applicable Service Period if Customer wishes to continue Service and a new Service Attachment, Exhibit, Statement of Work, agreement or amendment to extend this Agreement and/or existing Service Exhibit(s) is not effective, consistent with applicable regulatory requirements. If the Service Attachment(s), Exhibit(s) and/or Statement(s) of Work are silent, then the subject Service may be continued subject solely to Verizon's applicable Tariff(s), ILEC Product Guide or Guide at the prevailing applicable rates, terms and conditions. If the Service is not generally available in Verizon's Tariffs, ILEC Product Guide or Guide, the Service will be continued on a month to month basis subject to the rates, terms and conditions of this Agreement (including applicable Service Attachment, Exhibit and/or Statement of Work) unless otherwise prohibited by law or regulation.

While the Services in each Service Attachment, Exhibit and/or Statement of Work shall have specified Service Periods, this Agreement shall have an overall Term Period which shall be for a period of thirty-six (36) consecutive months from the Effective Date, which shall be the date last signed above. Upon the conclusion of the initial thirty-six month Term Period, this Agreement (including Attachments and Exhibits) shall automatically renew for two (2) consecutive twelve (12) month periods unless either Party provides written notice of its intent not to renew at least thirty (30) business days prior to the expiration of the then current Term Period. This Agreement shall be automatically extended on a month to month basis until either party terminates it upon 60 days prior written notice. The terms of this Agreement will continue to apply during any service-specific Service Period that extends beyond the Term.

3. Charges. Customer will pay the rates and charges (which are exclusive of taxes, fees, surcharges) and satisfy all other requirements set forth in the applicable Service Attachment(s), Exhibit(s) and Statements of Work. Customer shall also pay all applicable Federal End User Common Line Charges, Universal Service Fund fees, and Primary Interexchange Carrier Charges, and all other applicable taxes, fees, Governmental Charges or surcharges that may be charged under applicable law, regulations, or Tariffs, the Guide or the ILEC Product Guide, in connection with the Services. (Governmental Charges are charges that 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”). Such taxes, fees and/or surcharges are subject to change without notice to Customer. Charges for ancillary services, including but not limited to, charges imposed by a third party, charges for installation, change orders, directory assistance, operator services used by Customer will be imposed at Verizon’s current rates (or tariffed rates, where applicable) and such charges are also subject to change without notice to the Customer. 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.

Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise) unless the Parties mutually agree to prospective changes in rates, terms and/or conditions through a formal amendment to this Agreement, consistent with Section 17(a) below and applicable legal and regulatory requirements, except that for Services provided solely pursuant to Tariff or ILEC Product Guide, such rates and charges are subject to change (increase or decrease) and Customer shall be billed the prevailing applicable rates and charges .

If Customer provides Verizon with a valid, duly executed tax exemption certificate, Verizon will exempt Customer in accordance with law, effective on the date Verizon receives the certificate

4. Billing. Verizon will invoice Customer monthly unless other Service-specific invoicing is set out in a Service Attachment, Exhibit or Statement of Work. Payments will be due net thirty days from the invoice date unless a different due date appears on the invoice. Payments received after the due date may be subject to a late payment charge of 1.5% per month, or the maximum rate permitted by law or applicable Tariff, ILEC Product Guide or Guide, if less, on all overdue amounts until Customer’s account is current. Should Customer have a billing dispute, Customer must provide notice to Verizon in writing within thirty (30) days of the invoice date with an explanation and related documentation of the disputed invoiced amount, and Customer shall pay the undisputed portion as due. If Verizon determines that a disputed charge was billed correctly, payment shall be due from Customer within thirty (30) days after Verizon advises Customer that the dispute is denied.

Any invoiced amount not Disputed within twelve (12) months of the invoice date is deemed correct and binding on Customer. Except in cases involving fraud, Verizon will invoice previously unbilled or underbilled charges for Service if the invoice date is no later than 12 months from the end of the monthly billing period in which the charges occurred. In cases involving fraud, Verizon will invoice previously unbilled or underbilled charges if the invoice date is no later than 18 months from the end of the monthly billing period in which the charges occurred. Except in cases involving fraud, Verizon shall not seek payment from Customer for an undercharge (unbilled or underbilled charges) if Verizon does not give Customer written notice of such undercharge (unbilled or underbilled) within 12 months of rendering the incorrect invoice. Any back billing limitations otherwise applicable to the Services pursuant to Verizon’s applicable Tariffs, ILEC Product Guide or Guide shall not apply to Services under to this Agreement. Customer is liable for all fees and expenses, including attorney’s fees, reasonably incurred by Verizon in attempting to collect undisputed charges owed under this Agreement

5. Termination and Minimum Commitment Charges. The rates set forth in the Service Attachments, Exhibits and/or Statements of Work hereto are established in consideration of and may be contingent upon Customer’s agreement to purchase a minimum amount/volume of Services during each year/month of the Service Period as set forth in the applicable Exhibit or Addendum. If Customer cancels or terminates this Agreement or any Services provided hereunder prior to expiration of the applicable Service Period, Customer shall provide ninety (90) days’ prior written notice of such cancellation or termination.

Customer will promptly pay Verizon Termination and/or Shortfall Charges as set forth in the applicable Service Attachment, Exhibit or Statement of Work in addition to any amounts already owed.

6. Limited Warranty. VERIZON WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICES SUBSTANTIALLY IN ACCORDANCE WITH ANY SERVICE DESCRIPTIONS SET FORTH IN THIS AGREEMENT, INCLUDING SERVICE ATTACHMENTS, EXHIBITS AND STATEMENTS OF WORK, OR IN THE APPLICABLE TARIFFS, GUIDE OR ILEC PRODUCT GUIDE. 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. IF THE SERVICES DO NOT FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH SUCH SERVICE DESCRIPTIONS THROUGH NO FAULT OF CUSTOMER OR ITS AGENTS, OR DUE TO SCHEDULED MAINTENANCE, VERIZON'S SOLE OBLIGATION SHALL BE TO REPAIR AND RESTORE THE SERVICES AT ITS EXPENSE AND TO PROVIDE TO CUSTOMER SUCH CREDITS FOR THE AFFECTED SERVICES IN ACCORDANCE WITH THE APPLICABLE TARIFFS, GUIDE, ILEC PRODUCT GUIDE OR THE APPLICABLE SERVICE ATTACHMENT, EXHIBIT OR STATEMENT OF WORK. THE FOREGOING WARRANTY AND REMEDY IS VERIZON'S EXCLUSIVE WARRANTY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, UNLESS OTHERWISE STATED IN AN APPLICABLE EXHIBIT HERETO. VERIZON HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

7. Indemnity and Limitation of Liability.

Customer agrees to defend, indemnify and hold Verizon, its employees, affiliates and agents, harmless from any and all losses, claims, demands, expenses (including reasonable attorney's fees), or any liability whatsoever, arising from any use of the Services by Customer or by person or entity permitted by Customer to use the Services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, or 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. (See Verizon ILEC Product Guide, Section 2.B.6, found at www.verizon.com/tariffs)

EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED OR ILLEGAL USE OF THE SERVICE BY CUSTOMER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS OR OTHER THIRD PARTIES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING IN CONNECTION WITH THE SERVICES, 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.

EITHER PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICE(S), FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:

- (A) FOR DAMAGES DUE TO FAILURES OR DISRUPTION IN THE SERVICE(S) CAUSED BY THE PARTY'S NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THE AGREEMENT, THE CHARGES FOR THE AFFECTED SERVICE(S) FOR THE PERIOD OF THE FAILURE;
- (B) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY THE PARTY'S NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES PROVEN;
- (C) FOR INDEMNITY, THE REMEDIES SET FORTH IN SECTIONS ADDRESSING INDEMNIFICATION;
- (D) FOR ANY DAMAGES ARISING OUT OF THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;
- (E) FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THE AGREEMENT, TARIFFS, GUIDE OR ILEC PRODUCT GUIDE, EACH PARTY'S

MAXIMUM LIABILITY DURING ANY TWELVE MONTH PERIOD SHALL BE LIMITED TO 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 SHALL LIMIT CUSTOMER'S LIABILITY TO VERIZON FOR ANY AND ALL CHARGES INCURRED FOR SERVICES.

8. Termination or Suspension of Services by Verizon. Verizon may terminate, suspend, or limit use of any Services provided under this Agreement without liability, with such notice to Customer as is required by law, for the following reasons: a) such Service is being used in violation of any applicable federal, state, or local law, ordinance or regulation; b) such Service is being used in an unauthorized or fraudulent manner; c) the use of such Service adversely affects Verizon's equipment or its service to others; d) a court or other governmental authority having jurisdiction issues an order prohibiting Verizon from furnishing such Service to Customer; or e) Customer fails to pay the applicable charges for Services provided. The Verizon California Inc. General Exchange Tariff, Schedule D & R Rule No. 11 is incorporated herein and is applicable to intrastate Services provided by Verizon California Inc. Termination or suspension of any Service shall not release Customer 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.

9. Default. If Verizon (1) fails to substantially perform its obligation to provide any Service required under this Agreement after notice and opportunity to cure; (2) has made a material misrepresentation, misstatement or omission during the Customer's Request for Proposal (RFP 10-02) process and such material misrepresentation, misstatement or omission has a substantial detrimental affect on Customer or the Services provided hereunder; (3) offers (either directly or indirectly) improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of Customer in an attempt to obtain favorable treatment under this Agreement, or if Customer fails to substantially perform its obligations hereunder in connection with the Agreement or any Service, including but not limited to timely payment of invoices, after notice and opportunity to cure, and, except for occurrences related to subsection (3) above, such failure is not cured within thirty (30) calendar days after written notice, then the non-defaulting party may issue a written notice of default to the other party and exercise such lawful remedies as it may have subject to this Agreement and applicable law, regulation, Guide, ILEC Product Guide and Tariffs. In the event it is determined that improper consideration as described in subsection (3) above has occurred, Customer may, by written notice, immediately terminate this Agreement, any amendment hereto or any Service Attachment, Exhibit or Statement of Work hereunder. Upon any termination of such Service, Customer shall be liable for any unpaid charges for the terminated Service incurred up to the time of termination of such Service. If such termination is due to the default of Customer, then Customer shall be required to pay the applicable termination liability charges as set forth in the applicable Service Attachments, Exhibits and/or Statements of Work. The Agreement may not be subject to termination, and may continue in effect, with respect to all other Services that are not the subject of such default. Termination of any Service, or any Service Attachment, Exhibit or Statement of Work, 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 is expressly stated in the Agreement to survive termination.

10. Delayed Performance or Failure to Perform. Neither party shall be liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, severe weather, cut cable, explosion, riot, embargo, acts of the Government or third parties, labor disputes or strikes, or unavailability of necessary facilities or equipment. Except for Service performance affected by the foregoing, Verizon agrees to use commercially reasonable efforts to notify Customer, within one (1) business day, of a problem or potential problem that will affect the performance of Services provided hereunder. Such notification will be provided by telephone, and to the extent reasonable under the circumstances, also in writing ("in writing" will include notification by email).

11. Customer-Provided Facilities or Equipment. Customer shall ensure that the facilities or equipment provided by Customer are properly interconnected with the Services, facilities and equipment provided by Verizon. Verizon shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by the Customer or a third party. Customer is also solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services and Verizon shall have no liability therefor.

12. Ownership of Documents, Information and Intellectual Property. Unless otherwise agreed to and acknowledged by the parties in writing, Verizon will at all times retain and have sole and exclusive title to and ownership of all documents and information provided by Verizon to Customer under or in connection with the provision of Services hereunder, whether such information is provided in hard copy format or electronic form, including, without limitation, all methodologies, processes, programs, tools, templates, software, specifications, techniques, data, presentations, studies, compositions, marketing collateral, training programs and materials, analyses and assessments, works of authorship, inventions, discoveries, concepts, ideas, designs, methods and information, whether or not patentable or copyrightable, developed, acquired, made, conceived or worked on by Verizon or any of its employees and agents, either solely or jointly with others, in connection with the provision of Service(s) under this Agreement. Customer Proprietary Network Information ("CPNI") shall remain the property of the Customer and shall not be used by Verizon or released to third parties without the express written consent of Customer as addressed in Section 20 below.

Except as expressly stated in this Agreement, this Agreement may not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either party. Except as expressly stated in this Agreement or in accordance with the terms of a separate license agreement between the parties granting such rights, neither party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other party.

VERIZON DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY CUSTOMER OF VERIZON'S SERVICES PROVIDED UNDER THIS AGREEMENT MAY NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

Customer agrees that the Services provided by Verizon hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Verizon and Verizon's vendors. Verizon agrees to advise Customer, directly or through a third party, of any such terms, conditions or restrictions that may limit any Customer use of Services provided by Verizon that is otherwise permitted by this Agreement.

13. Dispute Resolution. Any controversy, claim, or dispute ("Disputed Claim" or "Dispute") arising out of or relating to this Agreement shall be addressed as follows: The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party will submit to the other a written response. The notice and the response will include (a) a statement of each party's position and a summary of the arguments supporting that position and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice, the executives (of both parties) will meet at a mutually acceptable time and place, and thereafter meet, as often as they will reasonably deem necessary to attempt to reach resolution. If the executives are unable to reach resolution within sixty (60) days after delivery of the disputing party's notice, then the dispute will be determined by litigation in accordance with the provisions of this Agreement and applicable law. All commercially reasonable requests for information made by one party to the other will be honored.

14. Interpretation. Nothing in this Agreement may be construed or interpreted against either Customer or Verizon because that party drafted or caused that party's legal counsel to draft any of its provisions.

15. Insurance. Verizon shall secure and maintain insurance coverage as described in Verizon's Response to RFP ISD No. 10-02 (September 2010).

16. Right to Monitor and Audit.

a. Right to Monitor. The Customer and the State of California shall have the right to review and audit all records, books, papers, documents, corporate minutes and other pertinent items, which specifically pertain to the Services provided under this Agreement, and such audit right shall include the right monitor the performance of Verizon's delivery of Services provided hereunder. Verizon agrees to fully cooperate during any audit or review. Audits and or reviews shall be conducted during normal business hours and upon reasonable advance notice to Verizon. In the event the Customer or the State of California desires to review information related to the Services provided under this Agreement, and such information is not either the Customer's own billing records or the Customer's Customer Proprietary Network Information ("CPNI"), and Verizon considers such information to be Verizon confidential information, then Customer's or the State of California's review of such information shall be subject to the parties execution of a mutually agreeable non-disclosure agreement. Customer's or the State of California's request to exercise its right to review and audit records as described herein, includes Customer's express consent and authorization to the release of Customer's CPNI.

b. Reports. Verizon shall provide reports to the Customer and/or the State of California as reasonably requested, provided the type and format of such reports are within Verizon's current existing system capabilities. The parties will mutually develop and agree on report requirements, including the frequency of such reporting. To the extent the Customer or the State of California identify reporting requirements outside of Verizon's existing capabilities, the parties agree to review such requirements and to work together in good faith to develop mutually agreeable alternate reports.

c. Availability of Records. All records, including fiscal, statistical and management books and records, specifically pertaining to the Services provided under an applicable Service Exhibit, shall be made available for examination and audit by Customer and/ or the State of California, for a period of three (3) years from the date of Customer's final payment to Verizon for Services provided under the applicable Service Exhibit. To the extent such fiscal, statistical and management books and records are considered by Verizon to be Verizon Confidential, access to such fiscal, statistical and management books and records shall be subject to the execution of a mutually agreeable non-disclosure agreement. In no event shall Verizon release information related to Verizon's other customers, to the Customer or the State of California.

17. Miscellaneous:

a) **Entire Agreement.** The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth in this Agreement and in all applicable tariffs (intrastate or interstate) now or hereafter filed and made effective by the applicable regulatory agency. This Agreement, including the Service Attachments, Exhibits, and any Statements of Work made a part hereof, all applicable Tariffs, ILEC Product Guide and Guide, Verizon's response to the Customer's RFP ISD No. 10-02 (attached hereto as Attachment 1), and the Customer's Request for Proposal RFP ISD No. 10-02 (attached hereto as Attachment 2) (incorporation of Attachments 1 and 2 limited to those portions applicable to the Services provided under the Agreement) constitute the entire agreement of the parties pertaining to the subject matter herein and supersedes all prior agreements, quotations, communications, understanding, negotiations, and representations, whether written or oral, concerning such subject matter made by or to any employee, officer, or agent of any party hereto. No representations or warranties express or implied, have been made or relied upon in the making of this Agreement other than those specifically contained in this Agreement. To the extent Customer elects to order Services hereunder through the use of Customer's purchase order document or other similar document, Customer acknowledges that such document is intended solely to evidence Customer's desire to purchase Services, shall be for informational purposes only, and shall not modify the Agreement, Service Attachments, Exhibit(s), or Statements of Work, and any terms and conditions included on such purchase order or other

similar document shall be disregarded and of no force or effect, even if signed by the parties. Unless specified otherwise, this Agreement may be modified, amended or rescinded only if done in writing and signed by authorized representatives of both parties and subject to receipt of any necessary regulatory or other governmental approvals that may be required. In the event of a conflict between the documents comprising this Agreement, the order of precedence shall be as follows: this Agreement, the Service Attachments, Exhibits, Statements of Work, Tariffs, ILEC Product Guide, Guide, Attachment 1 and Attachment 2 (as limited above). This Agreement, or any Service Attachment, Exhibit or Statement of Work, may not be modified or rescinded except by a writing signed by authorized representatives of each party.

b) Either party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of this Agreement. Any waiver must be written and signed by the Parties. If any provision of this Agreement or the provision of any Service under the terms hereof is held to be illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any regulatory or other governmental required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or not requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

c) Neither the Customer nor Verizon may assign or transfer this Agreement or any interest therein without the written consent of the other party. Notwithstanding the foregoing, Verizon may assign this Agreement or any portion thereof to any corporate affiliate, subsidiary, or any entity acquiring all or substantially all of the assets of Verizon, whether by merger, consolidation, or acquisition of assets. In the event of such corporate assignment, Verizon shall provide Customer with written informational notification. All obligations and duties of any party under this Agreement shall be binding on all successors in interest and assigns of such party. All other attempted assignments shall be void.

d) Each signatory to this Agreement represents and warrants that he or she has authority to bind the entity on whose behalf he or she is executing this Agreement.

e) Except as otherwise specifically set out in this Agreement or an applicable Service Attachment, Exhibit or Statement of Work, notices under this Agreement, including notification of a change in address for either party, shall be in writing and sent by first-class U.S. mail, postage prepaid, to Verizon at at Verizon Business, Attn: Customer Service, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, Email: notice@verizonbusiness.com with a copy to Verizon Business Services, 22001 Loudoun County Pkwy, Ashburn, VA 20147, Attn: Vice President Legal, , and to Customer at the address specified above. Notices shall be deemed effective five (5) business days after such mailing. The parties agree to notify each other of changes in address within ten (10) business days of such change.

f) Each Party shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under this Agreement. The Services shall be subject to such orders and rulings now or hereafter issued by the Federal Communications Commission (FCC), the California Public Utilities Commission (CPUC) and other applicable state regulatory commission to the extent required by law, and shall be provided subject to Verizon's receipt of all necessary regulatory or other governmental approvals required by law. Verizon shall ensure that it has all necessary licenses and permits required by federal, State, County, and municipal law, ordinances, rules and regulations. Verizon shall maintain these licenses and permits in effect for the duration of this Agreement. Verizon shall notify Customer of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this Agreement or a Service Attachment, Exhibit or Statement of Work as applicable.

g) No news releases, advertisements, public announcements or photographs arising out of this Agreement or Verizon's relationship with Customer may be made or used without the prior written approval of the other Party. 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 laws or

regulations. Neither Party will use any service mark or trademark of the other party without the prior written consent of the other party.

h) In the performance of this Agreement, Verizon, its agents and employees, shall act in an independent capacity and not as officers, employees or agents of Customer.

i) The Verizon Primary Point of Contact for the Services provided under this Agreement is:

Wayne Gilchrist
18850 Orange Street
Bloomington, CA 92316
(760) 322-0605
wayne.gilchrist@verizonbusiness.com

The Customer Primary Point of Contact for the Services purchased under this Agreement is:

Damian Parson
670 E. Gilbert Street
San Bernardino, CA 92415
(909) 388-5932
dparsons@isd.sbcounty.gov

The parties agree to use reasonable efforts to maintain consistency of their Primary Points of Contact during the term of this Agreement; however, either party in their sole discretion reserves the right to change the Primary Point of Contact, without approval of the other party. Changes in the Primary Point of Contact will be made in accordance with Section 17 (e) above. Verizon shall designate a Back-up Point of Contact, should the Primary Point of contact be unavailable.

j) If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own cost and attorney's fee regardless of who is the prevailing party.

k) The venue of any action or claim brought by any party to the Agreement will be the Central District Court of San Bernardino County. Neither party waives any law or rule of the court which would allow either to request or demand a change in venue. If any action or claim concerning the Agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

l) Verizon agrees to use commercially reasonable efforts, where practical, and where available to it, to use recycled paper products for printed or photocopied material created during its performance of this Agreement. To the extent possible, and in accordance with Verizon's existing report generating capabilities, reports produced hereunder will be double sided.

m) Verizon is subject to and will comply with applicable state and federal law and regulation in its hiring and employment practices and policies.

n) In the event of any claim or dispute regarding any Service, the laws and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply, without regard to its choice of law provisions.. Any jury waiver shall be consistent with applicable law, including Section 631 of the California Code of Civil Procedure.

o) Verizon's provision of Service is subject to authorization to operate in the jurisdiction(s) where the Services are provided and Services shall be provided where technically and operationally feasible as determined by Verizon. Prices shown are provided is on a "where facilities exist" basis. Special Construction charges, if applicable, are not included and if applicable will be addressed as set out in the applicable Service Attachment, Exhibit, Statement of Work or amendment thereto as applicable. The obligation of Verizon to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet Customer's order for service. Verizon will make commercially reasonable efforts to secure the necessary facilities, providing such Service will not adversely affect

Verizon's services. If applicable, 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.

p) Each party shall comply with applicable law and regulation. Each party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by applicable law in matters related to the Services provided by it under this Agreement, including the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment. A party does not have the obligation to inform the other party or the customers of the other party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by applicable law.

q). Actions or claims arising out of this Agreement shall comply with the applicable statute of limitations period as set out under the laws of the State of California. Claims or actions concerning invoicing and billing shall be as addressed in Section 4 (Billing).

r) In the event any Service subject to state or federal Tariff regulation as of the effective date of this Agreement is 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. In the event of detariffing, references to "Tariff" shall be interpreted to mean the price list, catalog, or guide established by Verizon to replace the applicable Tariff, the affected Service will be subject to such price list, catalog or guide and such price list, catalog or guide shall be deemed incorporated into this Agreement.

18. Service Attachments and Exhibits. Customer subscribes to the Service(s) identified in the Service Attachments A-G. Under each Service Attachment will be Exhibits and /or Statements of Work. The Service Attachments, Exhibits and Statements of Work shall set out the specific Services and applicable rates, terms and conditions.

Service Attachment A: Intrastate Services provided by Verizon California Inc. Pursuant to its ICB Authority. Except if otherwise noted in a specific Service Exhibit, the following intrastate Services are provided by Verizon California Inc. pursuant to its Individual Case Basis ("ICB") Authority and consistent with its ILEC Product Guide and Tariffs.

- Exhibit A-1: Voice Services
- Exhibit A-2: Data Services
- Exhibit A-3: DS1/DS3 and other Special Access Services
- Exhibit A-4: Frame Relay and ATM Service
- Exhibit A-5: TLS Services

Service Attachment AA: Intrastate or Interstate Services provided by Verizon California Inc. Solely Pursuant to Tariffs or The ILEC Product Guide The following Services are provided by Verizon California Inc., pursuant solely to the Verizon California Inc. Tariffs and/or ILEC Product Guide. Tariff and/or ILEC Product Guide rates, terms and conditions are subject to change.

Intrastate PS/ALI Service Pursuant to Tariff

Intrastate 4-1-1 Service Pursuant to ILEC Product Guide

End User Common Line Charge (EUCL or SLC (Subscriber Line Charge)) Pursuant to FCC Tariffs

Service Attachment B: Interstate Services provided by Verizon California Inc On A Private Carriage Basis. The following interstate Services are provided by Verizon California Inc. pursuant to authority to provide such Services on a private carriage basis.

Exhibit B-1: Ethernet Private Line Service

Service Attachment C: Services provided by MCI Communications Services Inc. d/b/a Verizon Business Services. Except as otherwise noted in a specific Service Exhibit, the following Services are provided by Verizon Business Services pursuant to this Agreement and consistent with its Tariffs and its Service Publication and Price Guide:

Exhibit C-1: CLEC Local Services .

Service Attachment D: Professional Services Provided by MCI Communications Services Inc. d/b/a/ Verizon Business Services. Except as otherwise noted in a specific Service Exhibit, the following Professional Services are provided by Verizon Business Services solely pursuant to the terms and conditions of the Service Attachment D and consistent with its Service Publication and Price Guide:

Exhibit D-1: Professional Services .

Service Attachment E: Professional Security Services Provided by Cybertrust Inc. and applicable Cybertrust Affiliates. Except as otherwise noted in a specific Service Exhibit, the following Professional Security Services are provided by Cybertrust Inc. and applicable Cybertrust Affililates solely pursuant to the terms and conditions of the Service Attachment E:

Exhibit E-1: Professional Services
Exhibit E-2: Online Compliance Program Services
Exhibit E-3: Partner Security Program Services
Exhibit E-4: Security Management Program Services
Exhibit E-5: Managed Security Services

Service Attachment F: FiOS Internet Service for Business (and related services) provided by Verizon OnLine LLC and applicable Verizon OnLine LLC Affililates. Except as otherwise noted in a specific Service Exhibit, the following FiOS Internet Service For Business are provided by Verizon OnLine LLC and applicable Verizon OnLine LLC affiliates solely pursuant to the terms and conditions of the Service Attachment F and are included herein for informational purposes only:

Service Attachment G: Services provided by MCI Communications Services Inc. d/b/a Verizon Business Services pursuant to the Verizon Business Services CALNET II Contract. Except as otherwise noted in a specific Service Exhibit, the following Services are provided by MCI Communications Services Inc. d/b/a Verizon Business Services solely pursuant to the rates, terms and conditions of the Verizon Business Services CALNET II Contract and are included herein solely for informational purposes only:

Service Location Attachment H: Customer's locations and Billing Telephone Numbers (BTNs) for Services under this Agreement

Attachments related to the Customer's Request for Proposal RFP ISD No. 10-02-: The following Attachments are incorporated to his Agreement, and shall be applicable as set out in Section 17(a) above.

Attachment 1: Verizon's response to RFP ISD No. 10-02
Attachment 2: Customer's RFP ISD No. 10-02 document

Additional Service Attachments, Exhibits and/or Statements of Work. Following execution of this Agreement, additional Service Attachments, Exhibits and/or Statements of Work may be made a part of this Agreement upon execution by the parties of an amendment unless otherwise specified in the Agreement, Service Attachment, Exhibit or Statement of Work.

19. Tariffs, ILEC Product Guide and Guide. Verizon's provision of Services to Customer will be governed by this Agreement and Verizon's international, interstate and state tariffs ("Tariff(s)"), its "Service Publication and Price Guide" ("Guide") and its Incumbent Local Exchange Carrier Product Guide ("ILEC Product Guide"), which are found at www.verizonbusiness.com/guide and www.verizon.com/tariffs. This Agreement incorporates by reference the terms of each Tariff, the Guide and the ILEC Product Guide. Tariffs are subject to change, consistent with applicable regulatory requirements; prevailing Tariff rates, terms and/or conditions apply. Verizon may modify the Guide and the ILEC Product Guide from time to time, and any modification will be binding upon Customer.

If Verizon makes any changes to the Guide (other than changes to Governmental Charges or any applicable taxes) 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 www.verizonbusiness.com/guide, unless within 60 days of receiving Customer's discontinuance notice, Verizon agrees to remove the material adverse effect on Customer. If a Service is discontinued, Customer's applicable Service-related commitment will be reduced, as appropriate, to accommodate the discontinuance. Customer's continued use of the Service after the material change becomes effective constitutes Customer's acceptance of the change. Customer may enroll to receive email notifications of Guide changes at <http://www.verizonbusiness.com/guide/subscriptions>.

If Verizon makes any changes to the ILEC Product Guide (other than changes to Governmental Charges or any applicable taxes), Verizon shall notify Customer 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. Such changes will become effective no sooner than thirty (30) days after such notice is provided. In the event such changes materially and adversely affect Customer, Customer may terminate the affected Service without the application of termination liability for the affected Service by providing Verizon immediate written notice of Customer's request to terminate, unless within (30) thirty days after receipt of Customer's termination notice Verizon agrees to revise the change in such a manner as 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. Customer's continued use of the Service after the material change becomes effective constitutes Customer's acceptance of the change

If a conflict arises, the order of precedence is: (i) Tariffs to the extent applicable (ii) this Agreement (excluding the Guide, the ILEC Product Guide and Tariffs), and (iii) the Guide and ILEC Product Guide as applicable. With respect to the documents comprising the Agreement, the terms and conditions of the Service Attachments shall have the highest order of precedence.

If any Service is governed by tariffs now or hereafter filed with the Federal Communications Commission (FCC), the California Public Utilities Commission (CPUC) or other applicable regulatory commission and is provided hereunder pursuant to regulatory authorization allowing rates, terms or conditions that differ from applicable Tariffs or ILEC Product Guide ("ICB Authority"), then such Services shall be subject to the terms of this Agreement and such Tariffs or ILEC Product Guide, and the terms of this Agreement and any Service Attachment, Exhibit or Statement of Work shall supercede any conflicting Tariff or ILEC Product Guide provisions to the extent permitted by law and subject to receipt of any necessary regulatory or other governmental approvals. Tariffed Services that are provided by Verizon hereunder pursuant to its applicable tariffs, and not pursuant to ICB Authority, shall be governed solely by the rates, terms and conditions of such applicable tariffs and not the terms and conditions hereof.

20. 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. 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 Verizon, as well as related local and toll billing information, made available to Verizon solely by virtue of Customer's relationship with Verizon. With Customer consent, Verizon may share Customer CPNI and other Confidential Information among its affiliates, including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see www.verizon.com for a description of Verizon companies and services). By signing this Agreement, Customer consents to Verizon 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@verizonbusiness.com of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

Protection of Customer CPNI and Provision of Customer CPNI to Authorized Customer Representatives.

Verizon will protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or this Agreement.

Provided that Customer is served by at least one dedicated Verizon representative under the Service Agreements (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.

Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's on-line customer portal or other on-line communication mechanism.

Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

Customer's notices of authorization or deauthorization must be sent to your service or account manager, and must contain the following information:

- the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
- that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI
- the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable)

During the Agreement, Customer will at all times have designated, below, in an attachment containing the same data elements listed below, or in a separate writing sent to the service manager or account manager, up to three representatives ("CPNI Authorizers") with the power to authorize Customer representatives to access CPNI under this Agreement. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number.

• Name	• Title	• Tel. No.	• Email	• Postal Address
•	•	•	•	•
•	•	•	•	•
•	•	•	•	•

21. Confidential Information. 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 Agreement, 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" 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 Agreement or changes to this Agreement; (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. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving party, to the extent practicable and permitted by applicable law, rule, regulation, or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements.

22. Effective Date / Regulatory Filing and Review. This Agreement with Service Attachments A, AA, B, C, D, E, F, G, and H and included Exhibits and/or Statements of Work and any subsequent amendment(s), shall be effective when executed by Customer and Verizon. The Effective Date shall be the date last signed below. This Agreement and Service Attachments and Exhibits addressing Services subject to intrastate tariff regulation shall be filed with the California Public Utilities Commission (Commission). Except with respect to Services provided by Verizon Business Services, Cybertrust Inc. and Verizon OnLine LLC pursuant to Service Attachments C-G, and jurisdictionally interstate Services provided by Verizon California Inc. pursuant to Service Attachment B, this Agreement, in pertinent part, and any Service Attachments, Exhibits and/or Statements of Work for intrastate services subject to intrastate tariff regulation provided by Verizon California Inc. shall at all times be subject to such changes or modification by the Commission as the Commission may, from time to time, direct in the exercise of its lawful jurisdiction. This Agreement is subject to allowable taxes, surcharges and fees. This Agreement, Service Attachment B and related Exhibits and Statements of Work are subject to such orders, rulings, and tariffs now or hereafter issued or filed with the Federal Communications Commission (FCC) and/or the applicable state regulatory commission if and to the extent required by law. In the event the Services provided pursuant to Service Attachment A or B are required to be provided pursuant to Tariff, then such Tariffs will control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates written above.

Service Attachments

Exhibits

Statements of Work

Service Attachment A
Intrastate Services Provided by Verizon Business Network Services Inc. on behalf of
Verizon California Inc. Pursuant to ICB Authority

1. **Services.** Pursuant to this Service Attachment A, Customer agrees to purchase the Services included in Exhibits A-1 through A-5 at the rates and quantities set forth therein for the Service Period identified below. Unless otherwise stated herein, the rates and charges are exclusive other Tariff or ILEC Product Guide rates, charges, taxes, fees and surcharges which will be separately applied and billed at prevailing amounts. The Services provided under this Service Attachment A are provided by Verizon California Inc. hereinafter in this Service Attachment and related Exhibits referred to as "Verizon". Verizon's Tariffs and ILEC Product Guide are incorporated herein and shall apply to the Services. Any other work, services or facilities required will be provided subject to prevailing Tariff or ILEC Product Guide rates and charges; if the Tariff or ILEC Product Guide is not applicable, then such additional work, services or facilities will be addressed under a separate individual case basis agreement, exhibit, or formal amendment. 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. 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 therefore.

In the event the Telecommunications Service Agreement (IntraLATA and Local Services), Reference RFP 05-03, effective December 20, 2005, including amendments thereto, (abbreviated herein as "2005 MSA") between Verizon and Customer (expiring February 17, 2011) expires prior to the effective date of this Agreement and the services provided under the 2005 MSA reverted to Verizon's applicable tariffs and ILEC Product Guide for the period between the expiration of the 2005 MSA and the effective date of this Agreement, then when this Agreement is effective, such services shall transition to this Agreement without application of early termination charges as set out in Verizon's applicable tariff and ILEC Product Guide. Upon the effective date of this Agreement, services transitioned as described in this paragraph shall prospectively be governed by and subject to the rates, terms and conditions of this Agreement.

2. **Service or Term Period.** Customer shall purchase such Services set out Attachments A-1 through A-5 for a period of thirty-six (36) consecutive months from the in-service date (Initial Term Period). The in-service date shall be the date that the Agreement is fully executed and effective. (As set out in Section 2 of the Agreement, the effective date is the date last signed by Verizon and Customer.) Once the Agreement with this Attachment A (and included Exhibits) is effective, the Telecommunications Service Agreement (IntraLATA and Local Services), Reference RFP 05-03, effective December 20, 2005, including amendments thereto, (abbreviated herein as "2005 MSA") between Verizon and Customer (expiring February 17, 2011) shall be deemed terminated and replaced with this Agreement including Attachment A. Services currently installed and provisioned under the 2005 MSA, as amended, shall transition to this Agreement, Attachment A and related Exhibits upon the effective date

of this Agreement, and there shall be no early termination liability associated with the transition of services from the 2005 MSA to this Agreement. Services transitioning from the 2005 MSA to this Agreement shall start new service periods as set out in the applicable Exhibits.

In the event there is a short delay in implementation of the rates herein, adjustment will be made and reflected in billing for installed Services. Upon the conclusion of the Initial Term Period, the Agreement, including this Attachment A and Exhibits A-1 through A-5, shall automatically renew for two (2) consecutive twelve month periods (Optional Renewal Terms) unless either Party provides written notice of its intent not to renew at least thirty (30) business days prior to the expiration of the then current Term Period.

- 3. Annual Billing Commitment.** The Customer's overall Annual Billing Commitment (and corresponding invoice payments) for the Services set out in this Service Attachment A (including Service Exhibits A-1 through A-5), Service Attachment AA, Service Attachment B (including Service Exhibit B-1) and Service Attachment C (including Service Exhibits C-1) shall be \$1,800,000.00 per Contract Year. "Contract Year" is defined as the twelve (12) consecutive months from the In-Service Date of the overall Agreement and each annual anniversary thereafter including Optional Renewal Terms if exercised in the manner set out above.

The Annual Billing Commitment shall consist of annual aggregate billings for the Services provided by Verizon California Inc. and MCI Communications Inc. d/b/a Verizon Business Services set out in the Service Exhibits identified above, except as excluded below, and will include federally mandated and tariffed end-user common line charge as provided by and billed by Verizon. In the event Customer and Verizon mutually agree to add other Service Attachments or Exhibits to this Agreement, the applicable amendment(s) adding such other services will state the extent to which such added services and related Attachments or Exhibits are included in the annual aggregate billings for the Annual Billing Commitment.

Customer's overall Annual Billing Commitment shall not include services provided by Verizon Business Network Services Inc. on behalf of MCI Communications Services Inc., d/b/a Verizon Business Services or any Verizon affiliated company pursuant to the CALNET II agreements, services provided by Verizon OnLine LLC, services provided by Cybertrust Inc., professional (not network) services provided by Verizon Business Services, any Customer Premise Equipment purchases, or other separate agreements of Verizon's corporate affiliate, Verizon Business Network Services Inc. on behalf of MCI Communications Services Inc. d/b/a/ Verizon Business Services, even if Customer, in the manner set out in Verizon's ILEC Product Guide, transitions certain Services in Service Exhibits A-1 through A-5 or Services in Service Attachment B and related Exhibit B-1 to upgraded services offered by Verizon's corporate affiliate pursuant to such CALNET II or other separate agreements.

The overall Annual Billing Commitment shall not include any taxes, surcharges, Tariff, ILEC Product Guide or other non-recurring charges, service order charges and/or other taxes, fees or surcharges pursuant to law and regulation as applicable to any Service provided pursuant to the Agreement. The overall Annual Billing Commitment shall not include any non-recurring or recurring charges related to special construction of facilities and/or the installation and/or maintenance of conduit and entrance facilities provided by Verizon. (Such facility work and related charges would be pursuant to Customer's written request and would be set out in applicable separate Attachments or Exhibits) Except for the excluded items set out in the sentence immediately above, Customer's purchase of services from Verizon's applicable intrastate Tariffs or ILEC Product Guide at the rates, terms and conditions published in the Tariffs or ILEC Product Guide shall be included in the annual aggregate billing calculation and shall count toward the Customer's Annual Billing Commitment.

In the event the Customer wishes to add other services to the Agreement during the term of the Agreement, such services as mutually agreed upon would be added by formal amendment to this Agreement (signed and dated by Customer and Verizon) and will be reflected in new service attachments or exhibits. Mutually agreed upon changes to this Agreement would also be addressed by formal amendment (signed and dated by Customer and Verizon).

4. **Shortfall Liability.** If at the end of a given Contract Year it is determined that the annual aggregate billings (and invoice payments) for Services (as set out above for the Annual Billing Commitment) are less than the Contract Year commitment as set out above, then a Shortfall Charge would apply. The Shortfall Charge shall equal the difference between the Contract Year commitment and the annual aggregate billings (and invoice payments) for Services (as defined above for the Annual Billing Commitment) for that Contract Year.
5. **Services Outside the Scope of this Agreement.** At any time, Customer may purchase services pursuant to Verizon's published Tariffs and ILEC Product Guide (interstate and/or intrastate) using Verizon's established ordering procedures, and such services will be provided in accordance with the rates, terms and conditions of the applicable Tariff and/or ILEC Product Guide and not this Agreement. At any time, Customer may also purchase services from other separate contracts of Verizon's affiliated service provider companies (e.g. Verizon's CALNET II or MiCTA contracts), subject to service availability, and at the rates, terms and conditions of the published separate Verizon affiliated service provider company's contract and not this Agreement.
6. **Revenue Growth Incentive.** For each Contract Year, including Optional Renewal Terms, if exercised in the manner set out in the Agreement, in which Customer's total annual billing and corresponding invoice payments for the Services (as described and limited in Section 3 above) exceeds \$4,500,000.00 but is not greater than \$4,999,999.99, Customer will be eligible for a \$50,000.00 credit. For each Contract Year, including Optional Renewal Terms, if exercised in the manner set out in the Agreement, in which Customer's total annual billing and corresponding invoice payments for the Services (as described and limited in Section 3 above) exceeds \$5,000,000.00, Customer will be eligible for a \$100,000.00 credit. Such credit shall be applied proportionately (based on total rates and charges for applicable Services) to Customer's account(s) for Services provided by Verizon California Inc. and Verizon Business Services (as described and limited in Section 3 above).

For each Contract Year in which Customer qualifies for a credit as described above, only one of the credit amounts will be applied, consistent with the paragraphs above. In any Contract Year during which any of Customer's accounts for the Services (as described and limited in Section 3 above) are not current and are in default, Customer shall not qualify for the credit and such credit shall not be applied as set out above. Application of the credit amount (or any portion thereof) to Customer's accounts after such accounts are made current and are no longer in default shall be at Verizon sole discretion. Application of any credits as set out herein is limited to 10 accounts, which must be identified by Customer in advance prior to Contract Year end.

7. **Termination Liability.** In the event Customer terminates the Agreement, this Attachment A and Services provided pursuant to this Attachment A., in whole or in part, for reasons other than for cause prior to the completion of the Initial Term Period or Optional Renewal Term(s) (if applicable), the Customer shall be subject to Termination Charges. Such Termination Charges shall be equal to Customer's Annual Billing Commitment for each Contract Year of the Initial Term Period and, if exercised, the Optional Renewal Term(s) less Customer's payments for Services under this Agreement for each Contract Year (or portion thereof) of the overall Term Period (Initial Term Period and applicable Optional Renewal Term(s)). In addition, if Verizon has installed or procured additional equipment or facilities to provide additional Services or additional quantities of Service to Customer, Customer shall also be liable for all unrecovered costs of such additional equipment and/or facilities or costs associated with terminating leased or procured facilities from third-party providers. To the extent a Service Exhibit specifies a service-specific early termination charge, such service-specific charge shall apply as well. Any Termination Charges are due and payable in one lump sum within thirty (30) days of billing. ILEC Product Guide and/or tariff exceptions to Termination Charges do not apply to the Services provided in Exhibits under this Attachment A.
8. **Technology Upgrade** If at any time after the start of the Service Period for a specific Service as set forth Service Exhibits A-1 through A-5, the applicable Verizon Service Provider Company (identified

in the applicable Service Attachment) or its affiliated Verizon Service provider company offers to the public a modification, enhancement or improvement or alternative to the Service identified in the applicable Service Exhibit that provides increased speed, bandwidth or capacity (“Upgrade”) and such Upgrade is available in the areas of Customer’s locations, Customer may request such Upgrade in replacement of all or a portion of a Service at the Customer’s locations without Termination Liability (unless early termination charges are applicable as set out in Section 7 above or in the Service Exhibit for the Service to be replaced) for the replaced Service, provided that (i) Customer subscribes to the Upgrade for a service period at least as long as the Service Period remaining for the replaced Service under the applicable Service Exhibit(s) under this Attachment A (ii) Customer subscribes to the Upgrade at the same Customer locations as the replaced Service at the rates determined by Verizon and agreed upon by the parties for such Upgrade or at generally available Tariff, ILEC Product Guide or Guide rates for such Upgrade; (iii) total charges for such Upgrade for the revised service period are equal to or exceed the total charges remaining for the replaced Service; and (iv) the orders to install the upgraded Service are received by Verizon prior to the order to disconnect the replaced Service.

If, at the time Customer requests an upgrade of Service under this Section, the complete Upgrade Service, including all applicable rates and charges, is included in a Service Attachment under this Agreement or in the applicable separate Verizon contract under which the Upgraded Service will be purchased (e.g. Verizon’s CALNET 2 contract(s)), then the Upgrade shall be provided at the applicable rates, terms and conditions using the applicable established service ordering procedures. If, at the time Customer requests an upgrade of Service under this Section, the complete Upgrade Service, including all applicable rates and charges, is not included in a Service Attachment under this Agreement or in the applicable separate Verizon contract under which the Upgraded Service will be purchased (e.g. Verizon’s CALNET 2 contract(s)), then such Service Upgrade will take effect only after mutual written agreement of the parties on all such rates, terms and conditions in a formal amendment or new service attachment, or exhibit and only after all necessary filings are made with governmental entities and approvals from such entities are obtained if required. If the Upgrade Service is provided pursuant to Verizon’s Tariff, ILEC Product Guide or Service Publication and Price Guide (Guide), the applicable Tariff, ILEC Product Guide or Guide rates, terms and conditions will apply to the Upgrade. Rates for any Service Upgrade will apply prospectively only. The service period for the Service upgrade under this Section will be as set forth in the applicable Service Attachment, Exhibit, amendment, or applicable separate Verizon contract under which the Upgraded Service will be purchased; if the Upgrade is provided pursuant to Tariff, ILEC Product Guide or Guide, then the service period for the upgrade shall be the Tariff, ILEC Guide or Guide term commitment meeting the requirements of this Section.

To the extent a Service Exhibit specifically addresses upgrade or replacement of the applicable Service, the terms and conditions of the Service Exhibit shall control.

9. Additional Provisions

- a. Conditions. The parties acknowledge that the rates and other terms of this Agreement, Service Attachment A, and Exhibits A1 through A-5, 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, or the applicable optional renewal period as exercised, a new agreement, service attachments or exhibits or Tariffed or ILEC Product Guide 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, ILEC Product Guide or other Commission-authorized rate(s) for the minimum service commitment period available specified therein. The applicable Tariff, ILEC Product Guide or other Commission-authorized 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 service commitment period specified therein. If there is no applicable Tariff, ILEC Product Guide or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of the Service Attachment. (ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract, service

exhibit, service attachment or separate service arrangement to continue or replace the Services provided for herein, then this Attachment A and the applicable Service Exhibits shall automatically be extended for a period not to exceed sixty (60) days from the end of the initial Service Period or any optional renewal period exercised by Customer to allow the parties to finalize a new agreement, new service exhibit or attachment or applicable amendment to this Agreement or to transition to a Tariffed or ILEC Product Guide service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period or optional renewal period, as applicable. For purposes of this paragraph, written notice may be by facsimile or email.

c. [Intentionally Left Blank]

d. Facilities. 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. Special Construction charges are subject to change in the event Verizon encounters unforeseen conditions or circumstances that increase Verizon's cost of performing the Special Construction. Customer must provide access to all sites as needed by Verizon personnel to provide such Special Construction. Customer shall be responsible for providing at its cost all conduit and building entrance facilities required on private property, and suitable power and space for any equipment or facilities that Verizon may place at Customer's premises for the provision of the Service(s). Special Construction shall be performed during Verizon's standard work intervals and normal working hours. Verizon's obligation to provide Special Construction hereunder is contingent upon Verizon's ability to obtain the required permits if applicable. Verizon shall at all times retain ownership and control of the Special Construction.

e. Service Provided Solely Pursuant to Tariff. For Services provided solely pursuant to Verizon's applicable Tariff, the rates, terms and conditions of the applicable Tariff, and not this Agreement or Service Attachment or Exhibit shall apply to Verizon's provision of such services. Tariffs are subject to change without notice. Prevailing Tariff rates, terms and conditions will apply.

f. Service Locations/BTNs. The parties agree that except as otherwise specifically stated in a Service Exhibit the Services provided under this Service Attachment A shall be provided at the locations and for the Billing Telephone Numbers ("BTN"s) set out in the Service Location Attachment (Attachment H) to this Agreement.

g. Unauthorized Use. Verizon shall not be liable for any damages, including charges for Services that Customer may incur as a result of the unauthorized use or misuse of the Services by Customer, Customer's employees, third parties or other members of the public. Customer shall remain responsible for such charges.

h. VERIZON MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES AND WHILE VERIZON SHALL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF LIABILITY APPLIES TO THE PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS.

Exhibit A-1 – Voice Services

Verizon Company Name: Verizon California Inc., operating in its capacity as an Incumbent Local Exchange Carrier (ILEC) (referred to in this Exhibit as “Verizon”)

State: California

Customer name: County of San Bernardino

CSO Case No.: 2010-534118

1. **Service Description.** Customer agrees to purchase the following Data Services from Verizon at the rates and charges set forth below for the Service Period including any Optional Renewal Term exercised by Customer as described in Service Attachment A.

Initial Quantity	Service Item	NRC	MRC per Unit
1,396	CentraNet Main Station Line	See Note (i)	\$3.65
779	Feature Package 1000	See Note (i)	\$0.50
616	Feature Package 2000	See Note (i)	\$2.20
1	Feature Package 3000	See Note (i)	\$2.80
21	CentraNet Caller ID per Number	See Note (i)	\$6.50
6	CentraNet Caller ID 25 In	See Note (i)	\$7.00
14	CentraNet Direct Connect	See Note (i)	\$5.00
7	CustoPAK Line - Measured Rate	See Note (i)	\$31.95
4	CustoPAK Caller ID- Name & Number	See Note (i)	\$7.00
11	Guide CustoPAK	See Note (i)	\$23.95
26	Remote Call Forwarding	See Note (i)	\$24.00
1,086	Business Line - Measured, 3 Year Term	See Note (i)	\$19.00
-	Business Line - Measured, Month to Month	See Note (i)	\$25.50
277	Line Hunt Service	See Note (i)	\$1.50
87	Foreign Exchange Mileage	See Note (i)	\$3.50
1	Caller ID	See Note (i)	\$9.50
-	Call Waiting	See Note (i)	\$6.00
-	Call Forwarding- Rotary	See Note (i)	\$4.50
-	Call Restriction	See Note (i)	\$5.00
4	Foreign Exchange Trunk	See Note (i)	\$29.99
101	PBX trunk	See Note (i)	\$18.99

3	DID Trunk	See Note (i)	\$22.95
	Option 2 - Direct Inward Dialing (DID)		
1	First Block of 100 Numbers	See Note (i)	\$15.00
14	Additional Block of 100 Numbers	See Note (i)	\$15.00
4	Block of 20 Numbers	See Note (i)	\$5.00
3	Trunk Termination per analog trunk arranged	See Note (i)	\$5.00
3	AIS Basic Ports	See Note (i)	\$60.00
76	ILEC ISDN-PRI Access System - Measured Voice/Data with DS1 Switched Facility w/port access	See Note (i)	\$375.00
103	PRI Access System – Unlimited Voice & Measured Data w/ DS1 Facility	See Note (i)	\$504.00
24	ISDN PRI Access - port only	See Note (i)	\$356.00
1	ISDN Access	See Note (i)	\$500.00
-	Calling Line Identification with Name	See Note (i)	\$30.00
166	Block/Group of 20 DID Numbers	See Note (i)	\$5.00
1,657	DN/DID	See Note (i)	\$0.35
	ISDN BRI Interstate Access		
26	ISDN Access	See Note (i)	\$19.00
6	ISDN Loop	See Note (i)	\$25.50
50	ISDN B Channel Voice & Data	See Note (i)	\$8.80
44	ISDN Single User Access	See Note (i)	\$8.00
-	ISDN BRI Interstate Access	See Note (i)	\$7.00
11	ISDN Circuit Switched Data Channel	See Note (i)	\$7.70
-	ISDN Additional Telephone Number	See Note (i)	\$0.35
	Voice Mail		
17	Voice Message - First Mailbox	See Note (i)	\$17.95
213	Voice Message - Mailbox	See Note (i)	\$3.15
-	Voice Message - First Mailbox ext 1 Yr Term	See Note (i)	\$3.15
3	Voice Message - 5 minute answer only	See Note (i)	\$21.90
3	Message Waiting Ind-Vis-FSK	See Note (i)	\$0.50
60	Remote Call Forwarding-meas addl	See Note (i)	\$21.49
9	Call Forwarding-Variable	See Note (i)	\$4.00
21	Call Fwd-Busy Fixed-Perm Activated	See Note (i)	\$1.25
3	Call Fwd-Busy/NA-F- Perm Activated	See Note (i)	\$4.00
1	Enhanced Call Forwarding	See Note (i)	\$10.00
2	Call Trace	See Note (i)	\$5.00
1	Call Forwarding/Call Waiting	See Note (i)	\$5.25
1	Call Restriction	See Note (i)	\$5.00

3	Call Waiting/Cancel Call Waiting	See Note (i)	\$6.00
	<u>LMS - MEASURED RATE SERVICE - LOCAL CALLING RATES</u>		
-	Measured Rates Service (LMS) per minute (billied in six second increments)	See Note (i)	\$0.01
	Zone Usage Measurement (ZUM)		
-	Zone Usage Measurement (ZUM) per minute (billied in six second increments)	See Note (i)	\$0.03
-	IntraLATA Toll per minute (billied in six second increments)	See Note (i)	\$0.038

Notes:

- (i) Non-recurring installation charges are not applicable for the Initial Quantities indicated above. Non-recurring installation charges (including service order charges) from the ILEC Product Guide shall apply for additional quantities of Service installed during the Service Period (Initial and Optional Renewal Terms). Any other work, services or facilities required will be provided subject to prevailing ILEC Product Guide rates and charges.
- (ii) These charges DO NOT include Federally mandated end user common line charges, any applicable local, state, or federal fees, taxes, surcharges or other applicable tariff or ILEC Product Guide charges which will be billed to Customer at prevailing rates.

2. Locations. Verizon shall provide the Services to Customer Designated Locations (CDL) in Verizon's franchised ILEC service territory in California and other such CDL's (also located in Verizon's franchised ILEC service territory in California where the Services are made available by Verizon) as may be added during the Term of this Agreement pursuant to Verizon's established ordering procedures. In addition, except as otherwise stated herein, Customer may order any quantity of the Services listed herein, initially or over the Service Period of this Agreement (including Optional Renewal Term(s)), using Verizon's established ordering procedures; all such quantities of Service will be coterminous with the term of this Service Exhibit. In all cases, Service provided pursuant to this Agreement (including Service Exhibit(s)) will be provided where and if adequate facilities exist and the Services are technically and commercially available, as determined by Verizon, at the requested location.

Exhibit A-2 –Data Services

Verizon Company Name: Verizon California Inc., operating in its capacity as an Incumbent Local Exchange Carrier (ILEC) (referred to in this Exhibit as “Verizon”)

State: California

Customer name: County of San Bernardino

CSO Case No.: 2010-534328, 2010-534219

1. **Service Description.** Customer agrees to purchase the following Data Services from Verizon at the rates and charges set forth below for the Service Period including any Optional Renewal Term exercised by Customer as described in Service Attachment A.

Initial Quantity	Service Item	NRC	MRC per Unit
	<i>Case No.2010-534328</i>		
-	Service Ordering	\$250.00	
-	Service Connection - CO Node Only	\$500.00	
-	Service Connection - CDL Link Only	\$350.00	
2	CDL Link Node - Single Route Conc./Non-conc. OC3, OC3c	See Note (i)	\$601.00
-	Dedicated Transport - OC3, OC3c per mile	See Note (i)	\$155.00
1	CDL Link Node - Single Route Conc./Non-conc. OC12, OC12c	See Note (i)	\$2,025.00
-	Dedicated Transport - OC12, OC12c per mile	See Note (i)	\$225.00
2	CDL link Node - Single Route Conc./Non-conc. OC48, OC48c	See Note (i)	\$2,763.75
-	Dedicated Transport - OC48, OC48c per mile	See Note (i)	\$350.00
42	DS1 Rider	See Note (i)	\$75.00
10	DS3 Rider	See Note (i)	\$250.00
2	OC3 / OC3c Rider	See Note (i)	\$750.00
-	ISDN PRI Rider (port only access with flat rate usage)	See Note (i)	\$370.00
-	GigE1 @ OC12 Node MtM	See Note (i)	\$450.00
-	GigE1 @ OC12 Node MtM NRC First	\$550.00	
-	GigE1 @ OC12 Node MtM NRC Additional	\$500.00	
-	GigE1 @ OC12 Node	See Note (i)	\$800.00
-	GigE1 @ OC48 Node	See Note (i)	\$1,350.00
-	GigE3 @ OC12 Node	See Note (i)	\$800.00
-	GigE3 @ OC48 Node	See Note (i)	\$1,350.00
-	GigE6 @ OC12 Node	See Note (i)	\$800.00
-	GigE6 @ OC48 Node	See Note (i)	\$1,350.00
	<i>Case No.2010-534219</i>		
2	DCS - 24 Channels	See Note (i)	\$361.00
2	DCS - 48 Channels	See Note (i)	\$474.00
2	DCS - 72 Channels	See Note (i)	\$800.00

1	DCS - 96 Channels	See Note (i)	\$663.00
1	DCS - 120 Channels	See Note (i)	\$1,175.00
42	DCS – Activation	See Note (i)	\$1.50
43	DCS Service Activation station line	See Note (i)	\$4.00
	FlexGrow - Option 1 – Central Office Based Channelization		
2	Flex Grow	See Note (i)	\$170.00
38	Activation - Multi-J Interoffice Channel Access	See Note (i)	\$7.00

Notes:

- (iii) Non-recurring installation charges are not applicable for the Initial Quantities indicated above. Non-recurring installation charges (including service order charges) from the ILEC Product Guide shall apply for additional quantities of Service installed during the Service Period (Initial and Optional Renewal Terms). Any other work, services or facilities required will be provided subject to prevailing ILEC Product Guide rates and charges.
- (iv) These charges DO NOT include Federally mandated end user common line charges, any applicable local, state, or federal fees, taxes, surcharges or other applicable tariff or ILEC Product Guide charges which will be billed to Customer at prevailing rates.

2. Locations. Verizon shall provide the Services to Customer Designated Locations (CDL) in Verizon's franchised ILEC service territory in California and other such CDL's (also located in Verizon's franchised ILEC service territory in California where the Services are made available by Verizon) as may be added during the Term of this Agreement pursuant to Verizon's established ordering procedures. In addition, except as otherwise stated herein, Customer may order any quantity of the Services listed herein, initially or over the Service Period of this Agreement (including Optional Renewal Term(s)), using Verizon's established ordering procedures; all such quantities of Service will be coterminous with the term of this Service Exhibit. In all cases, Service provided pursuant to this Agreement (including Service Exhibit(s)) will be provided where and if adequate facilities exist and the Services are technically and commercially available, as determined by Verizon, at the requested location.

Exhibit A-3 –Services Subject to Tariff Regulation

Verizon Company Name: Verizon California Inc., operating in its capacity as an Incumbent Local Exchange Carrier (ILEC) (referred to in this Exhibit as “Verizon”)

State: California

Customer name: County of San Bernardino

CSO Case No.: 2010-535481, 2010-535485 and 2010-535492

1. **Service Description.** Customer agrees to purchase the following Services from Verizon at the rates and charges set forth below for the Service Period including any Optional Renewal Term exercised by Customer as described in Service Attachment A. Verizon shall provide the Services set out in this Exhibit A-3 pursuant to the rates, terms and conditions herein, the Agreement, Service Attachment A and Verizon’s applicable intrastate tariffs as found at www.verizon.com/tariffs. In the event any of the Services under this Exhibit A-3 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; if the applicable tariffs are replaced with a guidebook or price list in lieu of tariffs, then the terms in such guidebook or price list will apply.

Initial Quantity	Service Item	MRC per Unit
	<i>Case No. 2010-535481</i>	
127	SAL 4 Wire	\$40.05
194	Special Transport Termination	\$14.00
22	Special Transport Airline Mileage	\$2.80
60	Private Line Voice Conditioning	\$17.50
182	SAL - 2-wire	\$20.50
-	Special Transport intra/per mile	\$2.80
-	Private Line Signaling Arrangement	\$14.00
735	Multipoint Data Bridging per Port	\$12.25
	<i>Case No. 2010-535485</i>	
24	DDS SAL (Basic - 2.4, 4.8, 9.6, 19.2 kbps)	\$47.00
5	DDS SAL (Basic - 56 kbps)	\$52.00
22	Special Transport Termination (Basic - 2.4, 4.8, 9.6, 19.2 kbps)	\$20.00
3	Special Transport Termination (Basic - 56 kbps)	\$20.00
-	DDS Transport Mileage (Basic - 2.4, 4.8, 9.6, 19.2 kbps)	\$3.22
286	DDS Transport Mileage (Basic - 56 kbps)	\$3.34
-	DDS Bridge	\$6.00
	<i>Case No. 2010-535492</i>	
1	First DS1 Special Access Line (SAL) (Local Loop)	\$243.00
311	Additional SAL (Local Loop) each	\$171.60

276	DS1 Clear Channel per SAL	\$25.00
61	Metrolan Transport per Ring	\$75.00
534	DS1 Special Transport Mileage per Mile	\$5.04
102	DS1 Special Transport Termination	\$29.10
1	First DS3 SAL (Local Loop)	\$1,175.00
7	Additional DS3 SAL (Local Loop) each	\$575.00
31	DS3 Special Transport Mileage Per Mile	\$16.20
5	DS3 Special Transport Termination	\$120.00
-	DS3 Multiplexing	\$625.00
-	DS1 Multiplexing	\$350.00

Notes:

(v) Non-recurring installation charges are not applicable for the Initial Quantities indicated above. Applicable tariff non-recurring installation charges (including service order charges) shall apply for additional quantities of Service installed during the Service Period (Initial and Optional Renewal Terms). Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges.

(vi) These charges DO NOT include Federally mandated end user common line charges, any applicable local, state, or federal fees, taxes, surcharges or other applicable tariff charges which will be billed to Customer at prevailing rates.

2. Regulatory Filing and Review. As set out in Section 22 of the Agreement, this Exhibit A-3 and any subsequent amendment(s) hereto shall be filed with the California Public Utilities Commission ("Commission") and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its lawful jurisdiction.

3. Locations. Verizon shall provide the Services to Customer Designated Locations (CDL) in Verizon's franchised ILEC service territory in California and other such CDL's (also located in Verizon's franchised ILEC service territory in California where the Services are made available by Verizon) as may be added during the Term of this Agreement pursuant to Verizon's established ordering procedures. In addition, except as otherwise stated herein, Customer may order any quantity of the Services listed herein, initially or over the Service Period of this Agreement (including Optional Renewal Term(s)), using Verizon's established ordering procedures; all such quantities of Service will be coterminous with the term of this Service Exhibit. In all cases, Service provided pursuant to this Agreement (including Service Exhibit(s)) will be provided where and if adequate facilities exist and the Services are technically and commercially available, as determined by Verizon, at the requested location.

Exhibit A-4 –Frame Relay and Asynchronous Transfer Mode Services

Verizon Company Name: Verizon California Inc., operating in its capacity as an Incumbent Local Exchange Carrier (ILEC) (referred to in this Exhibit as “Verizon”)

State: California

Customer name: County of San Bernardino

CSO Case No.: 2010-535488

1. Service Description. Customer agrees to purchase the following Frame Relay and Asynchronous Transfer Mode (ATM) Services from Verizon at the rates and charges set forth below for the Service Period including any Optional Renewal Term exercised by Customer as described in Service Attachment A.

Frame Relay Services

Initial Quantity	Service Item	MRC	Initial Quantity	Service Item	MRC
	UNI Port & Access Line 56 Kbps	\$178.00	2	PVC CIR Public NNI 128 Kbps	\$43
41	UNI Port & Access Line 128 Kbps	\$178.00	5	PVC CIR Public NNI 192 Kbps	\$48
5	UNI Port & Access Line 256 Kbps	\$250.00		PVC CIR Public NNI 256 Kbps	\$61
10	UNI Port & Access Line 384 Kbps	\$275.00		PVC CIR Public NNI 288 Kbps	\$67
36	UNI Port & Access Line 1.536 Mbps	\$410.00		PVC CIR Public NNI 384 Kbps	\$73
	UNI Port & Access Line 4 Mbps	\$3,630.00		PVC CIR Public NNI 512 Kbps	\$85
	UNI Port & Access Line 6 Mbps	\$3,751.00		PVC CIR Public NNI 576 Kbps	\$91
	UNI Port & Access Line 10 Mbps	\$3,993.00	1	PVC CIR Public NNI 768 Kbps	\$97
	UNI Port & Access Line 22 Mbps	\$4,114.00	3	PVC CIR Public NNI 1152 Kbps	\$109
	UNI Port & Access Line 44.736 Mbps	\$4,356.00		PVC CIR Public NNI 1.536 Mbps	\$128
	UNI Port Only 56 Kbps	\$51.00		PVC CIR Public NNI 2 Mbps	\$140
	UNI Port Only 128 Kbps	\$94.00		PVC CIR Public NNI 3 Mbps	\$152
	UNI Port Only 256 Kbps	\$152.00		PVC CIR Public NNI 4 Mbps	\$164
	UNI Port Only 384 Kbps	\$189.00		PVC CIR Public NNI 5 Mbps	\$194
	UNI Port Only 1.536 Mbps	\$297.00		PVC CIR Public NNI 6 Mbps	\$224
	UNI Port Only 4 Mbps	\$920.00		PVC CIR Public NNI 7 Mbps	\$254
	UNI Port Only 6 Mbps	\$938.00		PVC CIR Public NNI 8 Mbps	\$285
	UNI Port Only 10 Mbps	\$968.00		PVC CIR Public NNI 9 Mbps	\$315
	UNI Port Only 22 Mbps	\$999.00		PVC CIR Public NNI 10 Mbps	\$345
3	UNI Port Only 44.736 Mbps	\$1,059.00		PVC CIR Public NNI 11 Mbps	\$375
	NNI Port Only 384 Kbps	\$189.00		PVC CIR Public NNI 12 Mbps	\$406
	NNI Port Only 1.536 Mbps	\$297.00		PVC CIR Public NNI 13 Mbps	\$436
	NNI Port Only 44.736 Mbps	\$999.00		PVC CIR Public NNI 14 Mbps	\$466

	PVC CIR Intrazone/Transport 4 Kbps	\$14.00
	PVC CIR Intrazone 8 Kbps	\$15.00
	PVC CIR Intrazone 16 Kbps	\$17.00
	PVC CIR Intrazone 28 Kbps	\$18.00
	PVC CIR Intrazone 32 Kbps	\$19.00
	PVC CIR Intrazone 42 Kbps	\$22.00
	PVC CIR Intrazone 48 Kbps	\$28.00
	PVC CIR Intrazone 64 Kbps	\$33.00
	PVC CIR Intrazone 96 Kbps	\$42.00
	PVC CIR Intrazone 128 Kbps	\$47.00
	PVC CIR Intrazone 192 Kbps	\$65.00
	PVC CIR Intrazone 256 Kbps	\$80.00
	PVC CIR Intrazone 288 Kbps	\$90.00
	PVC CIR Intrazone 384 Kbps	\$100.00
	PVC CIR Intrazone 512 Kbps	\$121.00
	PVC CIR Intrazone 576 Kbps	\$127.00
1	PVC CIR Intrazone 768 Kbps	\$138.00
1	PVC CIR Intrazone 1152 Kbps	\$160.00
1	PVC CIR Intrazone 1.536 Mbps	\$176.00
	PVC CIR Intrazone 2 Mbps	\$198.00
	PVC CIR Intrazone 3 Mbps	\$215.00
	PVC CIR Intrazone 4 Mbps	\$226.00
	PVC CIR Intrazone 5 Mbps	\$267.00
	PVC CIR Intrazone 6 Mbps	\$315.00
	PVC CIR Intrazone 7 Mbps	\$362.00
	PVC CIR Intrazone 8 Mbps	\$410.00
	PVC CIR Intrazone 9 Mbps	\$458.00
	PVC CIR Intrazone 10 Mbps	\$506.00
	PVC CIR Intrazone 11 Mbps	\$552.00
	PVC CIR Intrazone 12 Mbps	\$598.00
	PVC CIR Intrazone 13 Mbps	\$645.00
	PVC CIR Intrazone 14 Mbps	\$691.00
	PVC CIR Intrazone 15 Mbps	\$737.00
	PVC CIR Intrazone 16 Mbps	\$774.00
	PVC CIR Intrazone 17 Mbps	\$812.00
	PVC CIR Intrazone 18 Mbps	\$849.00
	PVC CIR Intrazone 19 Mbps	\$887.00
	PVC CIR Intrazone 20 Mbps	\$924.00
	PVC CIR Intrazone 21 Mbps	\$956.00
	PVC CIR Intrazone 22 Mbps	\$988.00
	PVC CIR Public NNI 4 Kbps	\$17.00
	PVC CIR Public NNI 8 Kbps	\$19.00
	PVC CIR Public NNI 16 Kbps	\$20.00
	PVC CIR Public NNI 28 Kbps	\$21.00

	PVC CIR Public NNI 15 Mbps	\$496
	PVC CIR Public NNI 16 Mbps	\$520
	PVC CIR Public NNI 17 Mbps	\$545
	PVC CIR Public NNI 18 Mbps	\$569
	PVC CIR Public NNI 19 Mbps	\$593
	PVC CIR Public NNI 20 Mbps	\$617
	PVC CIR Public NNI 21 Mbps	\$641
1	PVC CIR Public NNI 22 Mbps	\$666
	PVC CIR Interzone/Standard 4 Kbps	\$5
	PVC CIR Interzone 8 Kbps	\$7
19	PVC CIR Interzone 16 Kbps	\$8
	PVC CIR Interzone 28 Kbps	\$9
	PVC CIR Interzone 32 Kbps	\$10
	PVC CIR Interzone 42 Kbps	\$13
	PVC CIR Interzone 48 Kbps	\$15
8	PVC CIR Interzone 64 Kbps	\$19
3	PVC CIR Interzone 96 Kbps	\$26
	PVC CIR Interzone 128 Kbps	\$33
1	PVC CIR Interzone 192 Kbps	\$44
8	PVC CIR Interzone 256 Kbps	\$51
	PVC CIR Interzone 288 Kbps	\$58
9	PVC CIR Interzone 384 Kbps	\$65
7	PVC CIR Interzone 512 Kbps	\$73
3	PVC CIR Interzone 576 Kbps	\$79
9	PVC CIR Interzone 768 Kbps	\$85
	PVC CIR Interzone 1152 Kbps	\$97
3	PVC CIR Interzone 1.536 Mbps	\$109
	PVC CIR Interzone 2 Mbps	\$116
	PVC CIR Interzone 3 Mbps	\$121
	PVC CIR Interzone 4 Mbps	\$145
	PVC CIR Interzone 5 Mbps	\$172
	PVC CIR Interzone 6 Mbps	\$198
	PVC CIR Interzone 7 Mbps	\$226
	PVC CIR Interzone 8 Mbps	\$251
	PVC CIR Interzone 9 Mbps	\$277
	PVC CIR Interzone 10 Mbps	\$303
	PVC CIR Interzone 11 Mbps	\$322
	PVC CIR Interzone 12 Mbps	\$341
	PVC CIR Interzone 13 Mbps	\$361
	PVC CIR Interzone 14 Mbps	\$380
	PVC CIR Interzone 15 Mbps	\$399
	PVC CIR Interzone 16 Mbps	\$419
	PVC CIR Interzone 17 Mbps	\$438
	PVC CIR Interzone 18 Mbps	\$458

	PVC CIR Public NNI	32 Kbps	\$22.00
	PVC CIR Public NNI	42 Kbps	\$25.00
	PVC CIR Public NNI	48 Kbps	\$28.00
	PVC CIR Public NNI	64 Kbps	\$31.00
	PVC CIR Public NNI	96 Kbps	\$36.00

	PVC CIR Interzone	19 Mbps	\$476
	PVC CIR Interzone	20 Mbps	\$496
	PVC CIR Interzone	21 Mbps	\$516
	PVC CIR Interzone	22 Mbps	\$535

ATM Services		
Initial Quantity	Service Item	MRC per Unit
	ATM IMA Port & Access - UNI - 1 st DS1 - Full - Tier 1	\$704.00
	ATM IMA Port & Access - UNI - 1 st DS1 - Full - Tier 2	\$704.00
	ATM IMA Port & Access - UNI - 1 st DS1 - Full - Tier 3	\$704.00
	ATM IMA Port & Access - UNI - 2nd DS1 - Full - Tier 1	\$684.00
	ATM IMA Port & Access - UNI - 2nd DS1 - Full - Tier 2	\$684.00
	ATM IMA Port & Access - UNI - 2nd DS1 - Full - Tier 3	\$684.00
	ATM IMA Port & Access - UNI - 3 rd DS1 - Full - Tier 1	\$642.00
	ATM IMA Port & Access - UNI - 3 rd DS1 - Full - Tier 2	\$642.00
	ATM IMA Port & Access - UNI - 3 rd DS1 - Full - Tier 3	\$642.00
	ATM IMA Port & Access - UNI - 4 th DS1 - Full - Tier 1	\$642.00
	ATM IMA Port & Access - UNI - 4 th DS1 - Full - Tier 2	\$642.00
	ATM IMA Port & Access - UNI - 4 th DS1 - Full - Tier 3	\$642.00
	ATM IMA Port & Access - UNI - 5 th DS1 - Full - Tier 1	\$642.00
	ATM IMA Port & Access - UNI - 5 th DS1 - Full - Tier 2	\$642.00
	ATM IMA Port & Access - UNI - 5 th DS1 - Full - Tier 3	\$642.00
	ATM IMA Port & Access - UNI - 6 th DS1 - Full - Tier 1	\$642.00
	ATM IMA Port & Access - UNI - 6 th DS1 - Full - Tier 2	\$642.00
	ATM IMA Port & Access - UNI - 6 th DS1 - Full - Tier 3	\$642.00
	UNI Port Only - DS1 Full	\$358.00
	UNI Port Only - DS3 Full	\$1,258.00
	UNI Port Only - DS3 Incremental	\$605.00
	UNI Port Only - OC 3 Full	\$3,291.00
	UNI Port Only - OC 3 Incremental	\$968.00
	UNI Port Only - OC12 Full	\$11,568.00
	UNI Port Only - OC12 Incremental	\$3,630.00
	UNI Port & Access - DS1 Full Tier 1	\$684.00
	UNI Port & Access - DS1 Full Tier 2	\$684.00
	UNI Port & Access - DS1 Full Tier 3	\$684.00
	UNI Port & Access - DS3 Full Tier 1	\$3,451.00
	UNI Port & Access - DS3 Full Tier 2	\$4,060.00

	UNI Port & Access - DS3 Full Tier 3	\$4,872.00
	UNI Port & Access - DS3 Incremental Tier 1	\$2,895.00
	UNI Port & Access - DS3 Incremental Tier 2	\$3,407.00
	UNI Port & Access - DS3 Incremental Tier 3	\$4,088.00
	UNI Port & Access - OC 3 Full Protected Tier 1	\$7,951.00
	UNI Port & Access - OC 3 Full Protected Tier 2	\$9,353.00
	UNI Port & Access - OC 3 Full Protected Tier 3	\$11,224.00
	UNI Port & Access - OC 3 Full Protected Diverse Tier 1	\$6,511.00
	UNI Port & Access - OC 3 Full Protected Diverse Tier 2	\$7,659.00
	UNI Port & Access - OC 3 Full Protected Diverse Tier 3	\$9,192.00
	UNI Port & Access - OC 3 Incremental Protected Tier 1	\$4,536.00
	UNI Port & Access - OC 3 Incremental Protected Tier 2	\$5,336.00
	UNI Port & Access - OC 3 Incremental Protected Tier 3	\$6,403.00
	UNI Port & Access - OC 3 Incremental Protected Diverse Tier 1	\$5,976.00
	UNI Port & Access - OC 3 Incremental Protected Diverse Tier 2	\$7,030.00
	UNI Port & Access - OC 3 Incremental Protected Diverse Tier 3	\$8,436.00
	UNI Port & Access - OC12 Full Protected Tier 1	\$20,118.00
	UNI Port & Access - OC12 Full Protected Tier 2	\$23,668.00
	UNI Port & Access - OC12 Full Protected Tier 3	\$28,401.00
	UNI Port & Access - OC12 Full Protected Diverse Tier 1	\$21,764.00
	UNI Port & Access - OC12 Full Protected Diverse Tier 2	\$25,604.00
	UNI Port & Access - OC12 Full Protected Diverse Tier 3	\$30,724.00
	UNI Port & Access - OC12 Incremental Protected Tier 1	\$13,371.00
	UNI Port & Access - OC12 Incremental Protected Tier 2	\$15,730.00
	UNI Port & Access - OC12 Incremental Protected Tier 3	\$18,876.00
	UNI Port & Access - OC12 Incremental Protected Diverse Tier 1	\$15,016.00
	UNI Port & Access - OC12 Incremental Protected Diverse Tier 2	\$17,666.00
	UNI Port & Access - OC12 Incremental Protected Diverse Tier 3	\$21,199.00
	UBR Capacity Enabled - DS3	\$484.00
	UBR Capacity Enabled - OC 3	\$1,452.00
	UBR Capacity Enabled - OC12	\$4,840.00
	PVC CBR and VBR Logical Port Bandwidth 5 Mbps	\$97.00
	PVC CBR and VBR Logical Port Bandwidth 15 Mbps	\$242.00
	SVC CBR and VBR Logical Port Bandwidth 5 Mbps	\$97.00
	SVC CBR and VBR Logical Port Bandwidth 15 Mbps	\$242.00

Notes:

(vii) Non-recurring installation charges are not applicable for the Initial Quantities indicated above. Non-recurring installation charges (including service order charges) from the ILEC Product Guide shall apply for additional quantities of Service installed during the Service Period (Initial and Optional Renewal Terms). Any other work, services or facilities required will be provided subject to prevailing ILEC Product Guide rates and charges.

- (viii) These charges DO NOT include Federally mandated end user common line charges, any applicable local, state, or federal fees, taxes, surcharges or other applicable tariff or ILEC Product Guide charges which will be billed to Customer at prevailing rates.
- (ix) Subscriber Line Charge (SLC) and the End-User Port Charge are subject to change over the Service Period including Optional Renewal Term. The prevailing charges will be applied consistent with Verizon's applicable Tariff or ILEC Product Guide.
- (x) ATM Service Tier 1 = 0 to 5 miles, Tier 2 = 5 to 25 miles, Tier 3 = 25 to 50 miles.

2. Locations. Verizon shall provide the Services to Customer Designated Locations (CDL) in Verizon's franchised ILEC service territory in California and other such CDL's (also located in Verizon's franchised ILEC service territory in California where the Services are made available by Verizon) as may be added during the Term of this Agreement pursuant to Verizon's established ordering procedures. In addition, except as otherwise stated herein, Customer may order any quantity of the Services listed herein, initially or over the Service Period of this Agreement (including Optional Renewal Term(s)), using Verizon's established ordering procedures; all such quantities of Service will be coterminous with the term of this Service Exhibit. In all cases, Service provided pursuant to this Agreement (including Service Exhibit(s)) will be provided where and if adequate facilities exist and the Services are technically and commercially available, as determined by Verizon, at the requested location.

Exhibit A-5 –Transparent LAN Service

Verizon Company Name: Verizon California Inc., operating in its capacity as an Incumbent Local Exchange Carrier (ILEC) (referred to in this Exhibit as “Verizon”)

State: California

Customer name: County of San Bernardino

CSO Case No.: 2010-534168

1. Service Charges and Operational Requirements.

A. Customer agrees to purchase the following Transparent LAN Services (TLS) from Verizon at the rates and charges set forth below for the Service Period including any Optional Renewal Term exercised by Customer as described in Service Attachment A. Customer shall provide to Verizon at each Customer location a suitable and secure environment for placement of the facilities and equipment to be used by Verizon to provide such Service. Such environment shall include, but not be limited to, the requisite conduit and cabling, entrance facilities and, as required by Verizon for particular Services, an uninterruptible power supply, and Customer remains responsible for such requisite environment including but not limited to conduit, cabling and entrance facilities, as such are owned and controlled by Customer, not Verizon. Unless Verizon determines otherwise, facilities used for the provision of TLS services will be used for that sole purpose only and not for provision of other services. Provision of the Services herein is subject to Verizon obtaining required permits for cable placement and specially constructed facilities, completion of specially constructed facilities and Verizon's installation of switching equipment necessary to provide the Service.

B. Customer is currently purchasing interstate TLS services from Verizon pursuant to the 2008 Interstate Private Carriage Services Agreement. (See Section 1.2, Attachment B; the interstate TLS service provided under the 2008 Interstate Private Carriage Services Agreement is not included in this Agreement and will continue to be provided under the 2008 Agreement until the 2008 Agreement expires in 2014). As of date of this Agreement, Customer is not currently purchasing intrastate TLS Services from Verizon pursuant to the ILEC Product Guide or separate agreement. Upon the effective date of this Agreement including Attachment A and this Exhibit A-5, Customer may purchase intrastate TLS Services from Verizon pursuant to this Exhibit A-5 at the rates, terms and conditions set out below.

C. With respect to Customer requests for intrastate TLS Services under this Exhibit A-5 for which Customer specifically requests, in writing, that Verizon provide entrance facilities and conduit and/or adequate facilities do not exist at the requested location(s) for the provision of such additional TLS Services, then such additional TLS Services (new locations and new Service at an existing TLS Service location) shall be addressed as follows: (1) The applicable monthly recurring charges for the TLS Service will be as set out in this Exhibit or Verizon's ILEC Product Guide as applicable; and (2) the TLS Services shall be subject to the Agreement and Attachment A., including but not limited to the Service or Term Period; and (3) If Verizon consents to provide the specially constructed network facilities, conduit and entrance facilities, the rates, charges, terms and conditions for Verizon-provided entrance facilities, conduit or specially constructed network facilities will be determined by Verizon on a case by case basis and addressed in a separate agreement(s) reflecting Verizon's standard contract terms and conditions and such other terms and conditions as determined by Verizon. (The separate agreement shall be Verizon's standard contract and not the terms and conditions of the Agreement but the separate

agreement will include reference to the TLS Service under this Exhibit); and (4) In the event Verizon consents to build, own and control the specially constructed network facilities, conduit and entrance facilities, Customer agrees to timely grant to Verizon, at no charge to Verizon and in the form provided by Verizon, the necessary easements and to provide access for the installation, placement and continued maintenance of the facilities, including pathways, for the provision of Service. Constructed facilities and pathways are owned and controlled by Verizon. Verizon shall have the right to remove the facilities and pathways, at no charge to Verizon, when no longer used to provide the Verizon Services. Verizon shall install facilities only upon execution of valid easements(s) allowing access to the applicable property or premise, with such easements being of the form provided by Verizon and at no charge to Verizon. Customer shall execute such easements within no more than twenty (20) days of presentment by Verizon. Verizon shall be excused from performance if easements are not timely executed or if Verizon is not otherwise provided with access and suitable environmental conditions necessary to construct facilities or provide Service. Notwithstanding anything to the contrary in the Agreement with respect to liability limitation, except for claims based on Verizon's gross negligence or willful misconduct, Verizon shall be excused from, and shall have no liability to Customer or third parties, for claims for personal injury or real or tangible personal property damage in conjunction with facility construction, installation, maintenance, or removal. Verizon's liability with respect to all other claims shall be as set out in the Agreement.

	Transparent LAN Service Item	Monthly Unit Rate
	Ethernet Multipoint Service (EMS) 10 MB Standard Access Lines	\$650.00 each
	EMS 100 MB Standard Access Lines	\$1,200.00 each
	EMS 1000 MB (GigE) Standard Access Lines	\$1,700.00 each
	EMS-RT 100 MB Standard Access Line	\$1,900.00 each
	EMS-RT 1000 MB Standard Access Line	\$3,800.00 each
	Ethernet Relay Service (ERS) 10 MB Premier Access lines	\$675.00 each
	ERS 100 MB Premier Access Lines	\$880.00 each
	ERS 1000 MB Premier Access Lines	\$1,060.00 each
	Ethernet Virtual Circuit (EVC)	See EVC Rate Table
Note (ii)	Interoffice Mileage, (if applicable)	\$100.00 per ALM

EVC Monthly Unit Rates			
Bandwidth (Mbps)	ERS- Basic	ERS- Priority Data	ERS- Real Time
1	\$10.00	\$15.00	\$40.00
2	\$20.00	\$30.00	\$80.00
3	\$30.00	\$45.00	\$120.00
4	\$40.00	\$60.00	\$160.00
5	\$50.00	\$75.00	\$200.00
6	\$60.00	\$90.00	\$240.00
7	\$70.00	\$105.00	\$280.00
8	\$80.00	\$120.00	\$320.00
9	\$90.00	\$135.00	\$360.00
10	\$80.00	\$120.00	\$320.00

20	\$200.00	\$300.00	\$800.00
30	\$300.00	\$450.00	\$1,100.00
40	\$400.00	\$600.00	\$1,300.00
50	\$400.00	\$600.00	\$1,200.00
60	\$600.00	\$900.00	\$1,700.00
70	\$700.00	\$1,050.00	\$1,900.00
80	\$800.00	\$1,200.00	\$2,100.00
90	\$900.00	\$1,350.00	\$2,300.00
100	\$800.00	\$1,200.00	\$2,000.00
200	\$1,200.00	\$1,650.00	
300	\$1,043.75	\$1,800.00	
400	\$887.50	\$1,950.00	
500	\$1,250.00	\$1,700.00	
600	\$1,093.75		
700	\$937.50		
800	\$781.25		
900	\$625.00		
1000	\$1,450.00		

Notes:

- (i) Any Specially Constructed Network Facilities are owned and controlled by Verizon and, upon completion of construction, become part of Verizon's service network. In the event Verizon consents to Customer's request as described above, certain entrance facilities and conduit may also be owned and controlled by Verizon.
- (ii) IOF Mileage applies where the Local Serving Office is different from the installed TLS serving office. IOF charges may apply in the event that adequate IOF facilities are not available at the time Service is to be installed. To the extent IOF mileage applies and is not otherwise addressed in the TLS Service monthly rates above, IOF mileage will be billed. Up to 20 airline miles (ALM) are included in the Standard Access Line rates shown above. Actual ALM in excess of 20 ALM per Line will be billed.
- (iii) Service is intraLATA, intrastate.
- (iv) Non-recurring installation charges are not applicable for existing installed Services (Access Lines and EVC's) or for additional Access Lines installed during the first twenty-four (24) months of the Service Period of this Exhibit. A non-recurring installation charge of \$1,300.00 shall apply for additional quantities of Access Lines installed after the first twenty-four (24) months of the Service Period (Initial and Optional Renewal Terms). For changes (including resizing and additional quantity) related to EVC Service, such non-recurring charge will be \$200.00 per EVC. Any other work, services or facilities required will be provided subject to prevailing ILEC Product Guide rates and charges.
- (v) In all cases, Service provided pursuant to this Exhibit will be provided where and if adequate facilities exist and the Services are technically and commercially available at the requested location. Requests for service to additional locations shall be evaluated on a case-by-case basis to determine if adequate facilities exist and the Service is technically and commercially feasible under the rates, terms and conditions of the Agreement. To the extent that service to the requested additional locations is not feasible at the rates, terms and conditions of the Agreement or additional facilities are necessary or additional charges, including but not limited to Interoffice Mileage and Specially Constructed Facilities, are required, service to such additional locations shall be addressed via formal amendment to the Agreement, or a new Service Attachment, Exhibit or a separate agreement. Such amendment, Service Attachment, Exhibit or separate agreement will address various service related points including but not limited to rates, availability of adequate facilities, any applicable early termination charges and other necessary provisions.

- (vi) Service is provided consistent with this Agreement including Attachment A and Verizon's ILEC Product Guide; Customer may purchase other TLS service features outside this Agreement and pursuant to applicable ILEC Product Guide rates, terms & conditions.
- (vii) The above charges do not include Federally mandated end user common line charges, any applicable local, state, or federal fees, taxes, surcharges, or other applicable ILEC Product Guide charges, which will be billed to Customer at prevailing rates.

2. Locations. Verizon shall provide the Services to Customer's Designated Locations (CDL) in Verizon's franchised ILEC service territory in California and other such CDLs (also located in Verizon's franchised ILEC service territory in California) as may be added during the term of this Agreement pursuant to Verizon's established ordering procedures provided that Service to those locations is technically and commercially available and consistent with terms and conditions of this Exhibit including Section 1.C and Note (v) above; all such quantities of Service will be coterminous with the term of this Service Exhibit.

Service Attachment AA
Intrastate or Interstate Services Provided by Verizon Business Network Services Inc. on
behalf of Verizon California Inc. Solely Pursuant to Tariffs or ILEC Product Guide

The Services below are provided by Verizon California Inc. pursuant to the rates, terms and conditions of the applicable Verizon California Inc. interstate or intrastate Tariffs or intrastate ILEC Product Guide, and are generally included here for informational purposes only. Verizon's tariffs and ILEC Product Guide are subject to change, consistent with applicable FCC and/or CPUC regulatory requirements. In the manner set out in Attachments A and B, Services provided by Verizon California Inc. pursuant to its Tariffs or ILEC Product Guide, including those set out below, shall be included in the Annual Billing Commitment.

1. **Private Switch /Automatic Identification Location (PS/ALI) Service.** Verizon's intrastate tariff for PS/ALI Service was effective October 14, 2010 (Verizon California Inc. Schedule Cal. P.U.C. A20c; publicly posted at www.verizon.com/tariffs.) As addressed in the Verizon's PS/ALI tariff (Schedule A20c, Section III, Item No.1, Sheet 9), with the effective date of the tariff, individual case basis agreements for PS/ALI services terminated and such PS/ALI service transitioned to the effective tariff. No termination liability under the individual case basis agreements applies and if customer has already been charged and has paid the NRC (\$2500.00) for PS/ALI service installed at customer's locations, customer will not be charged the non-recurring charge again for additional locations. Pursuant to Verizon's PS/ALI Service tariff and Section 11(F) of the PS/ALI service individual case basis agreement signed by Verizon on February 3, 2010 and by Customer on February 16, 2010 (Verizon internal tracking number 2009-497558), Customer's PS/ALI service agreement has terminated and PS/ALI service is now, and shall prospectively be provided solely pursuant to the rates, terms and conditions of Verizon's applicable tariff. Customer paid the \$2500 non-recurring charge under the individual case basis agreement. Customer may add locations to the PS/ALI service without additional charges. The PS/ALI Service is provided solely pursuant to the rates, terms and conditions of Verizon's applicable tariff and not this Agreement and is included here for informational purposes only.

2. **Directory Assistance Service.** Verizon shall provide Directory Assistance Services pursuant to the rates, terms and conditions set out in Section 19 of its ILEC Product Guide which is publicly posted at www.verizon.com/tariffs. The Agreement shall also apply to the Directory Assistance Services but to the extent of a conflict between the Agreement and the ILEC Product Guide, the rates, terms and conditions of the ILEC Product Guide shall control. The prices and Service-specific terms and conditions for Directory Assistance Services are provided solely from the ILEC Product Guide, are subject to change, and prevailing rates, terms and conditions shall be applied. For informational purposes only, the following are some of the current Directory Assistance Rates from the ILEC Product Guide (Section 19.A.V, Sheets 8 and 9):

Business Line, each line	\$1.50 per call
Trunk Line, each line	\$1.25 per call
Other Services	\$1.25 per call
ConnectRequest (each call completed)	\$0.45 per call
National Directory Assistance (each call)	\$1.50 per call

3. **End User Common Line Charge (EUCL)** [Also referred to as the Subscriber Line Charge (SLC)]. The EUCL is an FCC tariffed charge applicable to local services such as, but not limited to, Measured Business Line (1MB), CentraNet, ISDN-PRI and ISDN-BRI, on a per line basis in the manner set out in the tariff. The current EUCL is \$7.60 per line. For example, Customer's CentraNet Service (Exhibit A-1) initial quantity of 1396 lines is currently subject to 1396 EUCL charges at \$7.60 each/per line. The EUCL is subject to change. Customer will be billed the prevailing EUCL rate consistent with current quantities of subject Services. The EUCL is provided solely pursuant to the applicable FCC tariff and not this Agreement, and is included here for informational purposes only.

Service Attachment B
Interstate Services Provided by Verizon Business Network Services Inc. on behalf of
Verizon California Inc.
On A Private Carriage Basis

1. **Services.** Pursuant to this Service Attachment B, Customer agrees to purchase the Services included in Exhibit B-1 at the rates and quantities set forth therein for the Service Period identified below. Unless otherwise stated herein, the rates and charges are exclusive other Tariff or ILEC Product Guide rates, charges, taxes, fees and surcharges which will be separately applied and billed at prevailing amounts. The Services provided under this Attachment are provided by Verizon California Inc. hereinafter in this Service Attachment and related Exhibits referred to as "Verizon" pursuant to its authority to provide such Services on a private carriage basis.

1.1. Customer warrants and represents that more than ten percent (10%) of the traffic transported over the Service provided pursuant to this Exhibit is interstate in nature.

1.2 **Current Private Carriage Services Agreement.** Customer is currently purchasing interstate Ethernet Private Line service from Verizon pursuant to a 2008 Private Carriage Services Agreement which by its term period will expire on January 29, 2014. This Private Carriage Services Agreement was amended in 2010 to add interstate TLS services. When this Agreement with Service Attachment B and Exhibit B-1 is executed, effective and placed in-service, the Ethernet Private Line service from the 2008 agreement shall transition to this Agreement, Attachment B and Exhibit B-1 and a new service period shall commence as set out in Exhibit B-1. There will be no early termination charges associated with this transition of the Ethernet Private Line Service from the 2008 agreement to this Agreement. The 2008 Private Carriage Services Agreement will remain in full force and effect for the interstate TLS service through the stated expiration date of that agreement, January 29, 2014, but it shall be deemed terminated only as to the Ethernet Private Line service as of the effective date of this Agreement.

2. **Customer Responsibilities.**

2.1 With respect to each Customer-designated location, Customer is responsible for taking all steps necessary to interconnect the Service at such location, including the payment of associated interconnection costs and those associated with Customer personnel, the securing of rights-of-way, and the furnishing of electrical power, heating, ventilating and cooling. The selection of AC or DC power must be mutually agreed to by Customer and Verizon.

2.2 Customer also undertakes (without limitation) to, obtain, install and maintain all equipment, materials and supplies necessary to interconnect terminal equipment or communications system of the Customer, or any third party acting as its agent ("Customer Equipment"), to the Service, as well as fulfillment of the following: (a) secure all licenses, permits, and other arrangements necessary for interconnection; (b) make necessary arrangements in order that Verizon will have access to such locations at reasonable times for installing, testing, repairing or removing the Service; (c) protect the privacy of any communications carried over Verizon's or its affiliate's facilities; (d) ensure that Customer Equipment is properly interfaced with the Service and emits signals that: (i) are of the proper mode, bandwidth, power, data speed and signal level for the intended use of the Customer; (ii) are fully compliant with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the FCC; and (iii) do not damage Verizon or its affiliates' facilities, injure their personnel or degrade service to other Verizon customers or that of its affiliates.

2.3 If Customer (or its agent, contractor, or user) fails to maintain and operate Customer Equipment properly, with resulting imminent harm to Verizon's network, Verizon personnel or other Verizon services, Verizon may, upon written notice, require the use of protective interface equipment at Customer's expense. If this action fails to produce satisfactory quality and safety results, Verizon may, immediately upon written notice, suspend the Service without liability. During any such period of suspension, any credit allowance for Service interruptions set forth

herein does not apply. Customer shall also reimburse Verizon for damages to Verizon facilities caused by the negligence or willful act of Customer, resulting from Customer's improper use of the Customer Equipment or the Service.

- 2.4 The Services may be connected with the services or facilities of other carriers. Verizon may, when authorized by Customer and agreed to by Verizon, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Verizon's network or to the network of an underlying carrier or service. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.
- 2.5 Customer must notify Verizon of any interruption of Service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer and is not in the Customer Equipment.
- 2.6 Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services.
- 2.7 Neither Customer nor its agents, subcontractors, third parties or users may rearrange, disconnect, move, remove, modify, or attempt to repair any facilities or Service provided by Verizon, other than by connection or disconnection to any interface means used, without the prior written consent of Verizon.
- 2.8 Customer is responsible to perform any error detection and error correction of data generated by Customer Equipment. Verizon assumes no responsibility for the quality of the signal generated by the Customer or any Customer Equipment and will deliver the signal to the receiving location in the same format and condition as generated by Customer.

3. Service Limitations.

- 3.1 The Service may not be used for any unlawful purpose.
- 3.2 The facilities used to provide the Service will be exclusively of Verizon's choosing. Verizon may at any time substitute facilities used to provide the Service, or it may substitute comparable service for the Service being provided to Customer. Verizon facilities and equipment placed on Customer premises that are utilized by Verizon to provide Service remain the property of Verizon. Such facilities must be returned to Verizon by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.
- 3.3 Verizon's provision of Service is subject to authorization to operate in the jurisdiction(s) where the Services are provided. The obligation of Verizon to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet Customer's order for service. Verizon will make all commercially reasonable efforts to secure the necessary facilities, providing such Service will not adversely affect Verizon's services.
- 3.4 Verizon reserves the right to perform network upgrades as required to maintain the Service performance. Verizon will make reasonably commercial efforts to perform these upgrades during the hours of 11 PM and 8 AM Eastern Time and to provide notice to Customer. Verizon reserves the right to perform maintenance at any time, at its discretion, when it believes such unscheduled maintenance is necessary to maintain Service or network performance.
- 3.5 Except as set forth in an applicable Exhibit(s), Verizon is not subject to any performance intervals, performance measurements, performance credits, penalty payments or the like associated with the performance of this Agreement.
- 3.6 No license (other than the limited license to use) is granted by Verizon nor may any be implied or arise by estoppel, with respect to the Service.
- 3.7 Common carrier interstate services that may be used with the Service will be provided pursuant to tariff rates, terms, and conditions of applicable tariffs or separate agreement. In the event a regulatory agency or the courts re-impose common carrier regulation for the Service as provided herein, the rates, terms and conditions for this Service will automatically revert to tariff rates, terms and conditions without an amendment.
- 3.8 The use and restoration of Service during emergency conditions will be performed consistent with applicable law and regulation.

- 3.9 VERIZON MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES AND WHILE VERIZON SHALL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF LIABILITY APPLIES TO THE PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS.
4. **Service Period.** The term of this Service Attachment shall commence as of the date this Agreement is executed by both parties (the "Effective Date") and shall continue for a period of thirty-six (36) month(s) (Initial Term Period). Upon the conclusion of the Initial Term Period, the Agreement, including this Attachment B and Exhibit B-1, shall automatically renew for two (2) consecutive twelve month periods (Optional Renewal Terms) unless either Party provides written notice of its intent not to renew at least thirty (30) business days prior to the expiration of the then current Term Period. With respect to any Services for which the applicable Service Period or Extended Period (as defined below) has not expired by the end of the Term, the terms and conditions of this Agreement will remain in full force and effect until such Service Period or Extended Period expires. Customer shall purchase the Services identified in each Exhibit for the period of time stated in the Exhibit (the "Service Period"). Unless otherwise stated in the Exhibit, the Service Period will begin when any work or installation of facilities needed to provide the Service is completed and the Service is turned over to the Customer for use. Upon expiration of the Service Period relevant to the Services, each Service Period shall automatically be extended on a month-to-month basis (the "Extended Service Period") subject to the same terms and conditions as are then in effect with respect to such Services until a new agreement is entered into or the Service is terminated by either party upon 30 days prior written notice to the other party. Although the terms and conditions will continue to apply, Verizon may charge its then-current month-to-month rates for the Service at the expiration of a Service Period.
5. **Charges.** Customer is responsible for payment to Verizon for all rates and charges set forth in the applicable Exhibit and associated with the Service, including any applicable early termination charges ("Charges"). This responsibility for payment of the Charges is not changed by virtue of any use, misuse, abuse or fraudulent use of the Service by Customer or third parties including, without limitation, the Customer's employees or other members of the public. The Charges may include: (a) non-recurring or one-time Charges that are payable when the service with which they are associated has been performed; (b) recurring Charges which are not dependent on usage (which may be billed in advance); or (c) usage Charges billed after each usage cycle associated with the Service. If an entity other than Verizon (e.g., another carrier or a supplier) imposes charges on Verizon in connection with the Service, those charges, along with any applicable Charges, will be imposed on Customer.
6. **Taxes and Surcharges.**
- 6.1 Verizon's Charges are exclusive of the following charges: (a) all applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added or other taxes ("Taxes"); and (b) all applicable surcharges, including but not limited to charges to recover amounts Verizon is required or permitted by a governmental or quasi-governmental authority to collect from others or pay to others in support of statutory or regulatory funds or programs ("Surcharges"). Examples of Surcharges include, but are not limited to Universal Service funding, license tax, permit fees, or franchise fees.
- 6.2 Verizon may elect to impose and collect such Taxes and/or Surcharges, unless otherwise constrained by court order or direction. Customer agrees to pay all Taxes and Surcharges imposed. If Customer provides Verizon with a duly authorized exemption certificate, Verizon will exempt Customer in accordance with law, effective on the date Verizon receives the certificate.
- 6.3 Any adjustment to, or imposition of, Taxes and Surcharges under this Section 6 may be made without prior notice to Customer.
7. **Service Termination by Customer.** If Customer terminates the Service subsequent to the Effective Date of the Agreement, Customer shall pay all applicable Charges for early termination of the Service as specified in the Exhibit(s). Termination of the Service must be in writing to Verizon and Verizon has up to 30 days to complete the disconnection of the Service. Customer is responsible for all

Charges for the Service during such 30 days. This 30-day period begins on the day Verizon receives Customer's written termination notice from Customer.

- 8. Annual Billing Commitment.** The Customer's overall Annual Billing Commitment (and corresponding invoice payments) for the Services set out in Service Attachment A (including Service Exhibits A-1 through A-5), Service Attachment AA, Service Attachment B (including Service Exhibit B-1) and Service Attachment C (including Service Exhibit C-1) shall be \$1,800,000.00 per Contract Year. "Contract Year" is defined as the twelve (12) consecutive months from the In-Service Date of the overall Agreement and each annual anniversary thereafter including Optional Renewal Terms if exercised in the manner set out above.

The Annual Billing Commitment shall consist of annual aggregate billings for the Services provided by Verizon California Inc. and MCI Communications Inc. d/b/a Verizon Business Services set out in the Service Exhibits identified above, except as excluded below, and will include federally mandated and tariffed end-user common line charge as provided by and billed by Verizon. In the event Customer and Verizon mutually agree to add other Service Attachments or Exhibits to this Agreement, the applicable amendment(s) adding such other services will state the extent to which such added services and related Attachments or Exhibits are included in the annual aggregate billings for the Annual Billing Commitment.

Customer's overall Annual Billing Commitment shall not include services provided by Verizon Business Network Services Inc. on behalf of MCI Communications Services Inc., d/b/a Verizon Business Services or any Verizon affiliated company pursuant to the CALNET II agreements, services provided by Verizon OnLine LLC, services provided by Cybertrust Inc., professional (not network) services provided by Verizon Business Services, any Customer Premise Equipment purchases, or other separate agreements of Verizon's corporate affiliate, Verizon Business Network Services Inc. on behalf of MCI Communications Services Inc. d/b/a/ Verizon Business Services, even if Customer, in the manner set out in Verizon's ILEC Product Guide, transitions certain Services in Service Exhibits A-1 through A-5 or Services in Service Attachment B and related Exhibit B-1 to upgraded services offered by Verizon's corporate affiliate pursuant to such CALNET II or other separate agreements.

The overall Annual Billing Commitment shall not include any taxes, surcharges, Tariff, ILEC Product Guide or other non-recurring charges, service order charges and/or other taxes, fees or surcharges pursuant to law and regulation as applicable to any Service provided pursuant to the Agreement. The overall Annual Billing Commitment shall not include any non-recurring or recurring charges related to special construction of facilities and/or the installation and/or maintenance of conduit and entrance facilities provided by Verizon. (Such facility work and related charges would be pursuant to Customer's written request and would be set out in applicable separate Attachments or Exhibits) Except for the excluded items set out in the sentence immediately above, Customer's purchase of services from Verizon's applicable intrastate Tariffs or ILEC Product Guide at the rates, terms and conditions published in the Tariffs or ILEC Product Guide shall be included in the annual aggregate billing calculation and shall count toward the Customer's Annual Billing Commitment.

In the event the Customer wishes to add other services to the Agreement during the term of the Agreement, such services as mutually agreed upon would be added by formal amendment to this Agreement (signed and dated by Customer and Verizon) and will be reflected in new service attachments or exhibits. Mutually agreed upon changes to this Agreement would also be addressed by formal amendment (signed and dated by Customer and Verizon).

- 9. Shortfall Liability.** If at the end of a given Contract Year it is determined that the annual aggregate billings (and invoice payments) for Services (as set out above for the Annual Billing Commitment) are less than the Contract Year commitment as set out above, then a Shortfall Charge would apply. The Shortfall Charge shall equal the difference between the Contract Year commitment and the annual aggregate billings (and invoice payments) for Services (as defined above for the Annual Billing Commitment) for that Contract Year.

- 10. Services Outside the Scope of this Agreement.** At any time, Customer may purchase services pursuant to Verizon's published Tariffs and ILEC Product Guide (interstate and/or intrastate) using Verizon's established ordering procedures, and such services will be provided in accordance with the rates, terms and conditions of the applicable Tariff and/or ILEC Product Guide and not this Agreement. At any time, Customer may also purchase services from other separate contracts of Verizon's affiliated service provider companies (e.g. Verizon's CALNET II or MiCTA contracts), subject to service availability, and at the rates, terms and conditions of the published separate Verizon affiliated service provider company's contract and not this Agreement.
- 11. Revenue Growth Incentive.** For each Contract Year, including Optional Renewal Terms, if exercised in the manner set out in the Agreement, in which Customer's total annual billing and corresponding invoice payments for the Services (as described and limited in Section 8 above) exceeds \$4,500,000.00 but is not greater than \$4,999,999.99, Customer will be eligible for a \$50,000.00 credit. For each Contract Year, including Optional Renewal Terms, if exercised in the manner set out in the Agreement, in which Customer's total annual billing and corresponding invoice payments for the Services (as described and limited in Section 8 above) exceeds \$5,000,000.00, Customer will be eligible for a \$100,000.00 credit. Such credit shall be applied proportionately (based on total rates and charges for applicable Services) to Customer's account(s) for Services provided by Verizon California Inc. and Verizon Business Services (as described and limited in Section 8 above).

For each Contract Year in which Customer qualifies for a credit as described above, only one of the credit amounts will be applied, consistent with the paragraphs above. In any Contract Year during which any of Customer's accounts for the Services (as described and limited in Section 8 above) are not current and are in default, Customer shall not qualify for the credit and such credit shall not be applied as set out above. Application of the credit amount (or any portion thereof) to Customer's accounts after such accounts are made current and are no longer in default shall be at Verizon sole discretion. Application of any credits as set out herein is limited to 10 accounts, which must be identified by Customer in advance prior to Contract Year end.

- 12. Termination Liability.** In the event Customer terminates the Agreement, this Attachment A and Services provided pursuant to this Attachment A, in whole or in part, for reasons other than for cause prior to the completion of the Initial Term Period or Optional Renewal Term(s) (if applicable), the Customer shall be subject to Termination Charges. Such Termination Charges shall be equal to Customer's Annual Billing Commitment for each Contract Year of the Initial Term Period and, if exercised, the Optional Renewal Term(s) less Customer's payments for Services under this Agreement for each Contract Year (or portion thereof) of the overall Term Period (Initial Term Period and applicable Optional Renewal Term(s)). In addition, if Verizon has installed or procured additional equipment or facilities to provide additional Services or additional quantities of Service to Customer, Customer shall also be liable for all unrecovered costs of such additional equipment and/or facilities or costs associated with terminating leased or procured facilities from third-party providers. To the extent a Service Exhibit specifies a service-specific early termination charge, such service-specific charge shall apply as well. Any Termination Charges are due and payable in one lump sum within thirty (30) days of billing. ILEC Product Guide and/or tariff exceptions to Termination Charges do not apply to the Services provided in Exhibits under this Attachment A

Exhibit B-1: Interstate Ethernet Private Line Service

Verizon company name: Verizon California Inc. (referred to in this Exhibit as "Verizon")

State: California

Customer name: County of San Bernardino

Case No.: 2010-534427

The terms and conditions of this Exhibit apply to interstate Ethernet Private Line Service ("EPL").

1. Definitions.

- 1.1 **Channel Extension.** The communications path and interface termination from the Customer location to the Verizon serving wire center.
- 1.2 **Circuit.** A configuration that provides end-to-end service, consisting of at least one Channel Extension and, if required, service Mileage. When EPL is connecting Verizon Dedicated SONET Ring ("DSR") Service, a circuit may consist of Mileage and DSR ports in lieu of Channel Extensions.
- 1.3 **Ethernet.** A data communications protocol defined by standards 802.3, 802.3u, 802.3z, and related standards of the Institute of Electrical and Electronics Engineers.
- 1.4 **Point of Termination.** Denotes the point of demarcation within a Customer location at which Verizon's responsibility for the provision of the EPL ends.
- 1.5 **Port ("DSR Port").** Denotes a DSR rate element that is the interface through which a service terminates or originates at a Node.

2. Service Description.

- 2.1 EPL provides managed optical point-to-point data transport over Verizon's shared network between Customer locations. EPL is provided at varying bandwidths from 10Mbps to 1000Mbps (GigE) with various interfaces including Ethernet, Fibre Channel and FiCON. EPL consists of at least one Channel Extension and any associated EPL Mileage.
- 2.2 Certain services governed by Verizon tariffs may be connected to EPL, if permitted by applicable tariffs or applicable law and regulation at the time such connection is requested by Customer. Such services may include DSR Service, Dedicated Wavelength Service (also known as IntelliLight Optical Transport Service), IntelliLight Broadband Transport Service, IntelliLight Entrance Facility, or Optical Hubbing Service.
- 2.3 Channel Extensions may be available as Protected or Unprotected.
 - 2.3.1 Protected Channel Extensions are provisioned with fiber path diversity. Fiber path diversity ("FPD") provides two fiber pairs, placed in physically separate paths (e.g., different conduit paths) and separated by at least twenty-five (25) feet. Such 25-foot separation is not required a) on Customer's property, even if past the Point of Termination; b) Five-hundred (500) feet out from the property line of the Customer location; and c) Five-hundred (500) feet out from any Verizon serving wire center.
 - 2.3.2 Unprotected Channel Extensions are those for which Verizon is not obligated to provide FPD as described above. The Customer may upgrade any or all of its Unprotected Channel Extensions to Protected Channel Extensions by an amendment to this Exhibit and upon negotiation of appropriate rates and new construction charges, if any, for such Protected Channel Extensions.
- 2.4 EPL Mileage, if any, for each circuit applies on a per-mile basis to the airline distance between the Verizon serving wire centers. When the mileage calculation results in a fraction of a mile, it is rounded up to the next whole mile. Where applicable, EPL Mileage rate elements will consist of a fixed component ("Fixed Mileage") and a variable component that is applied per mile ("Variable Mileage" or "Mileage, per mile").

- 2.5 EPL includes entrance cable or drop wiring and wire or intrabuilding cable to the Point of Termination. EPL has only one Point of Termination per Customer location which shall be determined by Verizon. Verizon is responsible for the installation, operation and maintenance of EPL only up to the Point of Termination. Verizon will test the EPL to the extent necessary to detect and/or clear troubles and to perform maintenance of such service as needed. Additional terminations beyond the Point of Termination are the sole responsibility of the Customer.
- 2.6 Construction of EPL facilities will not begin until the Customer and Verizon mutually agree on the service design and configuration. The Customer is responsible for identifying and disclosing to Verizon any conditions (including but not limited to, the need for conduit construction on Customer's property and the need for additional site preparation work on Customer's property) that might be affected by or might affect the installation of EPL.

3. Services and Quantity Commitments.

3.1 Customer agrees to purchase the following EPL from Verizon at the monthly recurring charges ("MRC"), non-recurring charges ("NRC") and quantities set forth below for the applicable Service Period. Such charges will be fixed for the duration of the Service Period. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, as mutually agreed to by the parties and reflected in an amendment to this Agreement. Customer shall promptly provide Verizon with any documentation or information necessary for Verizon to implement the EPL services set forth below. These charges DO NOT include any applicable local, state, or federal fees, taxes, surcharges or other applicable tariff charges.

Service Rate Element	Initial Quantity	Unit MRC	Total MRC	NRC
Channel Extension				
10 Mbps Ethernet (Full Rate) - Unprotected	-	\$442.50		\$1.00
100 Mbps Ethernet (50 Mbps) - Unprotected	-	\$720.00		\$1.00
100 Mbps Ethernet (Full Rate) - Unprotected	-	\$990.00		\$1.00
1 Gbps Ethernet (50 Mbps) - Unprotected	-	\$1,060.00		\$1.00
1 Gbps Ethernet (150 Mbps) - Unprotected	-	\$1,200.00		\$1.00
1 Gbps Ethernet (300 Mbps) - Unprotected	12	\$1,672.50	\$20,070.00	\$1.00
1 Gbps Ethernet (450 Mbps) - Unprotected	-	\$2,145.00		\$1.00
1 Gbps Ethernet (600 Mbps) - Unprotected	-	\$2,167.50		\$1.00
1 Gbps Ethernet (Full Rate) - Unprotected	-	\$3,667.50		\$1.00
1 Gbps Fibre Chan/FICON (Full Rate) - Unprotected	-	\$4,030.00		\$1.00
10 Mbps Ethernet (Full Rate) - Protected	-	\$540.00		\$1.00
100 Mbps Ethernet (50 Mbps) - Protected	-	\$900.00		\$1.00
100 Mbps Ethernet (Full Rate) - Protected	-	\$1,260.00		\$1.00
1 Gbps Ethernet (50 Mbps) - Protected	-	\$1,325.00		\$1.00
1 Gbps Ethernet (150 Mbps) - Protected	-	\$1,500.00		\$1.00
1 Gbps Ethernet (300 Mbps) - Protected	-	\$2,092.50		\$1.00
1 Gbps Ethernet (450 Mbps) - Protected	-	\$2,692.50		\$1.00
1 Gbps Ethernet (600 Mbps) - Protected	-	\$3,285.00		\$1.00
1 Gbps Ethernet (Full Rate) - Protected	-	\$4,605.00		\$1.00
1 Gbps Fibre Chan/FICON (Full Rate) - Protected	-	\$5,070.00		\$1.00
Fixed Mileage				
10 Mbps Ethernet (Full Rate) Fixed Mileage	-	\$67.50		

100 Mbps Ethernet (50 Mbps) Fixed Mileage	-	\$123.75		
100 Mbps Ethernet (Full Rate) Fixed Mileage	-	\$180.00		
1 Gbps Ethernet (50 Mbps) Fixed Mileage	-	\$325.00		
1 Gbps Ethernet (150 Mbps) Fixed Mileage	-	\$217.50		
1 Gbps Ethernet (300 Mbps) Fixed Mileage	10	\$307.50	\$3,075.00	
1 Gbps Ethernet (450 Mbps) Fixed Mileage	-	\$397.50		
1 Gbps Ethernet (600 Mbps) Fixed Mileage	-	\$487.50		
1 Gbps Ethernet (Full Rate) Fixed Mileage	-	\$682.50		
1 Gbps Fibre Chan/FICON (Full Rate) Fixed Mileage	-	\$753.75		
Per Mile				
10 Mbps Ethernet (Full Rate) Per Mile	-	\$47.25		
100 Mbps Ethernet (50 Mbps) Per Mile	-	\$57.75		
100 Mbps Ethernet (Full Rate) Per Mile	-	\$67.50		
1 Gbps Ethernet (50 Mbps) Per Mile	-	\$75.00		
1 Gbps Ethernet (150 Mbps) Per Mile	-	\$84.75		
1 Gbps Ethernet (300 Mbps) Per Mile	125	\$102.75	\$12,843.75	
1 Gbps Ethernet (450 Mbps) Per Mile	-	\$138.00		
1 Gbps Ethernet (600 Mbps) Per Mile	-	\$164.25		
1 Gbps Ethernet (Full Rate) Per Mile	-	\$230.25		
10 Mbps Ethernet (Full Rate) Per Mile	-	\$253.50		

Note 1: The mileage quantity listed in the table above is an estimate only. The charges billed by Verizon for the Mileage service element will be based on actual mileage. Customer is responsible for the actual mileage charges.

Note 2: The above rates do not include new construction charges, if any. Any new construction charges that may be required to provide the Service shall be the responsibility of the Customer and will be in addition to the above rates and charges. New construction charges will be determined at facilities/port inquiry time and will be charged accordingly. An amendment to the Agreement will be required if New Construction is applicable for an EPL circuit

3.2 Customer agrees to purchase each EPL service component at the rates and in the quantities set forth above, for a period of thirty-six (36) consecutive months following the In-Service Date as defined below (the "Service Period"). The In-Service Date ("In-Service Date") is the date after the Effective Date of the Agreement when Verizon informs the Customer that the EPL has been installed and is available for Customer's use. For those EPL services already installed, the In-Service Date is the Effective Date of the Agreement. Billing for EPL shall commence on the In-Service Date. Unless otherwise stated, the MRC and NRC above will be fixed for the duration of the Service Period. Upon the conclusion of the Initial Term or Service Period, this Exhibit B-1, shall automatically renew for two (2) consecutive twelve month periods (Optional Renewal Terms) unless either Party provides written notice of its intent not to renew at least thirty (30) business days prior to the expiration of the then current Term Period.

3.3 **Additional Quantities of EPL.** The Customer may add, via written or electronic request to Verizon, additional quantities of those EPL service rate elements shown in Section 3.1 at the Locations as defined below and listed herein or at additional locations within the incumbent local exchange franchise area of the Verizon company providing EPL under this Exhibit, up through the 36th month following the Effective Date of this Agreement ("Add-On Period"), provided facilities are available. If adequate facilities do not exist, additional charges as stated in Note 2 above will apply. All orders for additional EPL services placed by Customer with Verizon will be deemed authorized by Customer upon placement of such order. The provision of such added quantities of

EPL services is subject to the terms and conditions of this Agreement. For each such additional EPL service ordered and installed up through the 24th month following the Effective Date of this Agreement, the Service Period of such additional EPL service circuit will be co-terminus with the Service Period of this Attachment B (See Section 4, Attachment B). For each such additional EPC service ordered and installed after the 24th month following the Effective Date of this Agreement, each such added EPL service shall be subject to its own Service Period, which will commence upon the In-Service Date of such additional EPL service rate element. The length of such Service Period will be as set forth in Section 3.2 above. If added during the Add-On Period, the additional quantities of EPL services will be in accordance with the rates set forth above.

4. Cancellation and Termination Charges.

- 4.1 If the Customer cancels EPL subsequent to execution of this Exhibit by both parties, but prior to the In-Service Date of such service, Customer shall pay Verizon its actual incurred costs of provisioning the EPL and any associated New Construction up to the point of such cancellation. Cancellation must be in writing to Verizon in accordance with the Notice provision of the Agreement.
- 4.2 Termination Liability Charges shall apply as set out in Section 7 of Service Attachment C.
- 4.3. Termination charges will not apply under any of the following circumstances:
 - 4.3.1 Customer and Verizon agree at any time prior to the end of the Service Period to extend the Service Period to a longer term commitment.
 - 4.3.2 Customer (1) upgrades an existing EPL to a new, higher bit rate EPL Service, or a storage service (e.g., Fibre Channel or FiCON), and (2) the Service Period for the upgraded service is the same or longer than the Service Period of the existing EPL.
 - 4.3.3 Customer upgrades an existing EPL circuit from Unprotected Channel Extensions to Protected Channel Extensions.
 - 4.3.4 Customer moves one or more Channel Extensions onto a DSR Service provided by Verizon to Customer.

5. Service Level Agreement ("SLA").

- 5.1 EPL is interrupted when the Customer's data traffic cannot be transmitted or received over Verizon's network solely because of a failure of a facility provided by Verizon to furnish the EPL ("Service Interruption"). A Service Interruption period starts when the Customer reports the interruption to Verizon personnel. Customer must request a credit from Verizon within thirty (30) days of the Service Interruption and is eligible for a credit as stated below:
 - 5.1.1 For EPL circuits that consist entirely of Protected Channel Extensions, Customer will be eligible for a credit of 100% of the MRC for each affected EPL circuit (Channel Extensions and associated Service Mileage, excluding DSR Ports) for any single Service Interruption that exceeds one minute.
 - 5.1.2 For EPL circuits that consist of either Unprotected Channel Extensions or of both Protected and Unprotected Channel Extensions, Customer will be eligible for a credit of 100% of the MRC for each affected EPL circuit (Channel Extensions and associated Service Mileage, excluding DSR Ports) for any single Service Interruption that exceeds four (4) hours.
 - 5.1.3 Credits for any affected EPL shall be limited to a single MRC in a monthly billing cycle.
- 5.2 No credits will be granted for:
 - 5.2.1 Service Interruptions caused by the negligence of the Customer or a third party;
 - 5.2.2 Service Interruptions caused by the failure of power, equipment, systems, facilities or services not provided by Verizon;
 - 5.2.3 The period of time during a Service Interruption when Verizon or its representatives are not afforded access to the premises where the EPL is terminated;

- 5.2.4 The period of time during a Service Interruption when the Customer has released the EPL to Verizon or its representative for maintenance, EPL rearrangement, or the implementation of a Customer service order for a change in the EPL during the time that was negotiated with the Customer prior to the release of such service;
- 5.2.5 The period of time during a Service Interruption when the Customer has chosen not to release the EPL for testing and/or repair;
- 5.2.6 A Service Interruption which continues because the Customer has failed to authorize replacement of any element of new construction following the receipt of written notification by Verizon of the need for such replacement. The period for which no credit allowance is made begins on the seventh day after the Customer receives Verizon's written notification of the need for such replacement and ends on the day after receipt by Verizon of the Customer's written authorization for such replacement; or
- 5.2.7 A Service Interruption caused by a force majeure event.

6. Additional Provisions.

- 6.1 **Interstate Certification.** Customer warrants and represents that more than ten percent (10%) of the traffic transported over the EPL provided herein is interstate in nature.
- 6.2 **Facilities.** Additional charges may be required if suitable facilities are not available to provide EPL Service at any location, or if any additional work, services, or quantities of EPL are provided. In the event installation of additional network facilities is required to provide EPL, Verizon will inform Customer of such additional 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 charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described herein.
- 6.3 **Customer Purchase Orders.** The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of the Agreement or this Exhibit and such terms and conditions shall be void and of no effect.
- 6.4 **Locations.** EPL shall be provided to Customer under the terms hereof to Customer Designated Locations (CDL) in Verizon's franchised ILEC service territory in California and other such CDL's (also located in Verizon's franchised ILEC service territory in California where the Services are made available by Verizon). Customer may request service to add new locations pursuant to Section 3.3. In all cases, Service provided pursuant to this Agreement (including Service Exhibit(s)) will be provided where and if adequate facilities exist and the Services are technically and commercially available, as determined by Verizon, at the requested location.

Service Attachment C
Services Provided by Verizon Business Network Services Inc. on behalf of MCI
Communications Services Inc. d/b/a Verizon Business Services

1. Services. Pursuant to this Service Attachment C, Customer agrees to purchase the Services included in Exhibit C-1 at the rates and quantities set forth therein for the Service Period identified below. Unless otherwise stated herein, the rates and charges are exclusive other Tariff, ILEC Product Guide or Guide rates, charges, taxes, fees and surcharges which will be separately applied and billed at prevailing amounts. The Services provided under this Attachment are provided by MCI Communications Services Inc. d/b/a Verizon Business Services hereinafter in this Service Attachment and related Exhibits referred to as "Verizon". The Service Publication and Price Guide (Guide) and applicable Tariffs as described in the Agreement shall apply to the Services in this Service Attachment C.

2. Acceptable Use Policy. 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). Verizon reserves the right to suspend or terminate Internet Services effective upon notice for a violation of the Policy by Customer or those permitted by Customer to use the Service. Customer will indemnify and hold harmless Verizon from any losses, damages, costs or expenses resulting from any third-party claim or allegation that if true, would constitute a violation of the Policy. Each party will promptly notify the other of any such claim.

3. Rates and Charges; Governmental Charges; Taxes. Customer agrees to pay the rates and charges specified in this Agreement including Service Attachment and applicable Exhibits. If Customer purchases any services after the expiration of the Term Period, Customer shall pay Verizon's standard rates for those services, as set forth in the Guide or Tariffs. "Standard" rates and charges means the Verizon Business Services III pricing plan ("VBS III"), where applicable. Except where expressly stated otherwise for a particular service, (a) all rates and charges are subject to change and "fixed" rates may be decreased at any time, (b) Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise), and (c) the rates and charges set forth in this Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon, on-site installation, Governmental Charges (defined below), network application fees, customer premises equipment or extended wiring to or at Customer premises. Verizon may give Customer notice of such changes in rates or charges by posting them on the Guide, by invoice message, or by other reasonable means. 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 the Guide).

4. VERIZON MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES AND WHILE VERIZON SHALL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF LIABILITY APPLIES TO THE PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS.

5. Except for new Service(s) for which the rates and charges shall be effective when the Service(s) is installed, the rates and charges for Service(s) provided pursuant to this Attachment C shall be effective on the first day of the second full billing cycle following the execution of the Agreement (signed and dated by both parties) and delivery of the Agreement by Customer to Verizon.

6. Term and Survival. Customer shall purchase such Services set out Exhibit C-1 for a period of thirty-six (36) consecutive months from the effective date (Initial Term Period). Upon the conclusion of the Initial Term Period, the Agreement, including this Attachment C and Exhibit C-1, shall automatically renew for two (2) consecutive twelve (12) month periods (Optional Renewal Terms) unless either Party

provides written notice of its intent not to renew at least thirty (30) business days prior to the expiration of the then current Term Period. The terms of this Attachment will continue to apply during any service-specific commitments that extend beyond the Term. "Term" means the Initial Term and Extended Term.

7. Annual Billing Commitment. The Customer's overall Annual Billing Commitment (and corresponding invoice payments) for the Services set out in this Service Attachment A (including Service Exhibits A-1 through A-5), Service Attachment AA, Service Attachment B (including Service Exhibit B-1) and Service Attachment C (including Service Exhibit C-1) shall be \$1,800,000.00 per Contract Year. "Contract Year" is defined as the twelve (12) consecutive months from the In-Service Date of the overall Agreement and each annual anniversary thereafter including Optional Renewal Terms if exercised in the manner set out above.

The Annual Billing Commitment shall consist of annual aggregate billings for the Services provided by Verizon California Inc. and MCI Communications Inc. d/b/a Verizon Business Services set out in the Service Exhibits identified above, except as excluded below, and will include federally mandated and tariffed end-user common line charge as provided by and billed by Verizon. In the event Customer and Verizon mutually agree to add other Service Attachments or Exhibits to this Agreement, the applicable amendment(s) adding such other services will state the extent to which such added services and related Attachments or Exhibits are included in the annual aggregate billings for the Annual Billing Commitment.

Customer's overall Annual Billing Commitment shall not include services provided by Verizon Business Network Services Inc. on behalf of MCI Communications Services Inc., d/b/a Verizon Business Services or any Verizon affiliated company pursuant to the CALNET II agreements, services provided by Verizon OnLine LLC, services provided by Cybertrust Inc., professional (not network) services provided by Verizon Business Services, any Customer Premise Equipment purchases, or other separate agreements of Verizon California Inc.'s corporate affiliate, Verizon Business Network Services Inc. on behalf of MCI Communications Services Inc. d/b/a/ Verizon Business Services, even if Customer, in the manner set out in the Verizon California Inc. ILEC Product Guide, transitions certain Services in Service Exhibits A-1 through A-5 or Services in Service Attachment B and related Exhibit B-1 to upgraded services offered by Verizon California Inc.'s corporate affiliate pursuant to such CALNET II or other separate agreements.

The overall Annual Billing Commitment shall not include any taxes, surcharges, Tariff, ILEC Product Guide or other non-recurring charges, service order charges and/or other taxes, fees or surcharges pursuant to law and regulation as applicable to any Service provided pursuant to the Agreement. The overall Annual Billing Commitment shall not include any non-recurring or recurring charges related to special construction of facilities and/or the installation and/or maintenance of conduit and entrance facilities provided by Verizon California Inc or its corporate affiliates. (Such facility work and related charges would be pursuant to Customer's written request and would be set out in applicable separate Attachments or Exhibits) Except for the excluded items set out in the sentence immediately above, Customer's purchase of services from Verizon's applicable intrastate Tariffs or ILEC Product Guide at the rates, terms and conditions published in the Tariffs or ILEC Product Guide shall be included in the annual aggregate billing calculation and shall count toward the Customer's Annual Billing Commitment.

In the event the Customer wishes to add other services to the Agreement during the term of the Agreement, such services as mutually agreed upon would be added by formal amendment to this Agreement (signed and dated by Customer and Verizon) and will be reflected in new service attachments or exhibits. Mutually agreed upon changes to this Agreement would also be addressed by formal amendment (signed and dated by Customer and Verizon).

8. Shortfall Liability. If at the end of a given Contract Year it is determined that the annual aggregate billings (and invoice payments) for Services (as set out above for the Annual Billing Commitment) are less than the Contract Year commitment as set out above, then a Shortfall Charge would apply. The Shortfall Charge shall equal the difference between the Contract Year commitment and the annual aggregate billings (and invoice payments) for Services (as defined above for the Annual Billing Commitment) for that Contract Year.

9. Services Outside the Scope of this Agreement. At any time, Customer may purchase services pursuant to Verizon's published Tariffs and ILEC Product Guide (interstate and/or intrastate) using Verizon's established ordering procedures, and such services will be provided in accordance with the rates, terms and conditions of the applicable Tariff and/or ILEC Product Guide and not this Agreement. At any time, Customer may also purchase services from other separate contracts of Verizon's affiliated service provider companies (e.g. Verizon's CALNET II or MiCTA contracts), subject to service availability, and at the rates, terms and conditions of the published separate Verizon affiliated service provider company's contract and not this Agreement.

10. Revenue Growth Incentive. For each Contract Year, including Optional Renewal Terms, if exercised in the manner set out in the Agreement, in which Customer's total annual billing and corresponding invoice payments for the Services (as described and limited in Section 7 above) exceeds \$4,500,000.00 but is not greater than \$4,999,999.99, Customer will be eligible for a \$50,000.00 credit. For each Contract Year, including Optional Renewal Terms, if exercised in the manner set out in the Agreement, in which Customer's total annual billing and corresponding invoice payments for the Services (as described and limited in Section 7 above) exceeds \$5,000,000.00, Customer will be eligible for a \$100,000.00 credit. Such credit shall be applied proportionately (based on total rates and charges for applicable Services) to Customer's account(s) for Services provided by Verizon California Inc. and Verizon Business Services (as described and limited in Section 7 above).

For each Contract Year in which Customer qualifies for a credit as described above, only one of the credit amounts will be applied, consistent with the paragraphs above. In any Contract Year during which any of Customer's accounts for the Services (as described and limited in Section 7 above) are not current and are in default, Customer shall not qualify for the credit and such credit shall not be applied as set out above. Application of the credit amount (or any portion thereof) to Customer's accounts after such accounts are made current and are no longer in default shall be at Verizon sole discretion. Application of any credits as set out herein is limited to 10 accounts, which must be identified by Customer in advance prior to Contract Year end.

11. Termination Liability. In the event Customer terminates the Agreement, this Attachment C and Services provided pursuant to this Attachment C,, in whole or in part, for reasons other than for cause prior to the completion of the Initial Term Period or Optional Renewal Term(s) (if applicable), the Customer shall be subject to Termination Charges. Such Termination Charges shall be equal to Customer's Annual Billing Commitment for each Contract Year of the Initial Term Period and, if exercised, the Optional Renewal Term(s) less Customer's payments for Services under this Agreement for each Contract Year (or portion thereof) of the overall Term Period (Initial Term Period and applicable Optional Renewal Term(s)) In addition, if Verizon has installed or procured additional equipment or facilities to provide additional Services or additional quantities of Service to Customer, Customer shall also be liable for all unrecovered costs of such additional equipment and/or facilities or costs associated with terminating leased or procured facilities from third-party providers. To the extent a Service Exhibit specifies a service-specific early termination charge, such service-specific charge shall apply as well. Any Termination Charges are due and payable in one lump sum within thirty (30) days of billing

Exhibit C-1: Local — CLEC Service

[Note: This Exhibit C-1 is of the form used by Verizon Business Services for its CLEC services in multiple states. Customer, County of San Bernardino, has Service locations only in the State of California. The standard format of this Exhibit has been modified to delete reference to states other than California]

1. **Description.** The Local Service—CLEC local exchange services provided pursuant to this Exhibit (“Local Service”) are provided by MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services. In other states, the Local-CLEC local exchange service are provided by MCImetro Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services of Virginia, or MCImetro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts, as applicable. In the absence of an applicable State Tariff, the Guide’s General Terms and Conditions of Service for Standard Telecommunications Products and Services apply.
2. **Local Service.** For the following Local Services, where a Tariff applies, Customer will pay the rates set forth in the Tariff related to Verizon Business Services III (“VBS III”) less the discounts, as applicable, set forth below in Section 5. Where no Tariff applies, Customer will pay the rates set forth in the Guide or Verizon’s standard rates for each Local Service. For illustrative purposes only, current monthly recurring charges (“MRC”) and usage rates are set forth in this Section. All applicable installation charges are set forth in Section 4.

2.1 Local Lines

2.1.1 **Local Lines – Central Office.** Customer will pay the applicable MRC set forth below, which includes unlimited local usage. Not included in the MRC are: IntraLATA toll, interstate, intrastate and international long distance, and toll free and calling card minutes. If any of these services are desired, they must be purchased separately. Customer understands that line limitations may apply, based on location, as provided in applicable Tariffs. Verizon will provide the local lines from the nearest Central Office to the location where the telecommunications provider’s wiring crosses or enters a property. Customer is responsible for all inside wiring and special construction charges. Features are provided pursuant to the applicable state Tariffs.

Market	MRC per Line*
California	\$27
* An additional monthly recurring, non-discountable end user common line (EUCL) charge applies. (See Local Rates and Charges in the Local Service portion of the Guide.) No additional local number portability (LNP) applies.	

- 2.1.2 **Local Lines – Centrex.** Where applicable and as specified in the appropriate state tariffs, Local Lines–Centrex may be available at the rates set forth above (plus the applicable EUCL charge) and with the same features as Local Lines–Central Office in the specified Markets.
- 2.2 **Local Trunks.** Customer will pay the applicable MRC set forth below for Local Trunks, which includes unlimited local usage (except as otherwise set forth in the table below). Not included in the MRC are: Interstate, intrastate and international Long Distance, Toll Free or Calling Card Minutes, Direct Inward Dialing numbers and local features. If any of these services or features are desired, they must be purchased separately. A minimum of 12 trunks must be ordered at any single location.

Service Type	MRC Per Trunk ^a
Per Trunk (12-trunk minimum)	\$ 35 ^b
Per T-1/PRI (in the 10 states listed below)	\$850 ^c
Per T-1/PRI (Nation-wide except 10 states listed below)	\$655
(a) An additional monthly recurring, non-discountable end user common line (EUCL) charge applies to all local trunks and T1/PRI. (See Local Rates and Charges in the Local Service portion of the Guide.) No additional local number portability (LNP) applies.	
(b) N/A to Customer – see Note above.	
(c) N/A to Customer – see Note above.	

2.3 National Unified Messaging Service (NUMS)

2.3.1 **MRC.** For NUMS services provided under this Exhibit, Customer will pay an MRC, as illustrated below.

Service	MRC per Voicemail Box
Standard 15 Message Voicemail Box	\$ 4
Enhanced 15 Message Voicemail Box	\$ 6
Standard 35 Message Voicemail Box	\$ 5
Enhanced 35 Message Voicemail Box	\$ 7
Standard 90 Message Voicemail Box	\$12
Enhanced 90 Message Voicemail Box	\$14
Information Only Voicemail Box	\$ 5
Form Mailbox (see description below)	\$15
Menu Options	
Menu	\$10
Menu Routing	\$10
Menu Routing Enhanced	\$10
Auto Attendant (available only with Menu Routing or Menu Routing Enhanced)	\$10
Listen and Reply 1 Minute Voicemail Box	\$12
Listen and Reply 3 Minute Voicemail Box	\$30

2.3.2 **Non-Recurring Charges.** The Install Charge for NUMS services is set forth in Section 4, below. The Change Charge for NUMS services is \$2 per change. Neither an Install Charge nor a Change Charge will be assessed for Customer Change GUIs.

2.3.3 **Form Mailbox.** Form Mailbox enables Customer to design and set up a vocal form application with up to 20 questions and capture the responses of callers. Form Mailbox sends the responses via email to Customer as a .WAV file attachment. Form Mailbox does not save the responses after it transmits them.

2.4 **Caller ID with Name for ISDN-PRI.** This feature enables the viewing of a caller's telephone number and name prior to answering the call. Where a Tariff applies, new customers and renewing customers will pay the rates set forth in the Tariff related to VBS III pricing. Where no Tariff applies, Customer will pay the rates set forth in this Exhibit, as applicable. The current MRC for Caller ID with Name for ISDN-PRI is \$60.

3. **Local and Long Distance Service Bundles.** For the following Local and Long Distance Service Bundles, where a Tariff applies, Customer will pay the VBS III rates set forth in the Tariff less the discounts, as applicable, set forth below in Section 5. Where no Tariff applies, Customer will pay the rates set forth in the Guide or Verizon's standard rates for each Local and Long Distance Service Bundle. For illustrative purposes only, current MRCs and usage rates are set forth in this Section. All applicable installation charges are indicated in Section 4.

3.1 **Local and Long Distance Line Solution.** Customer will pay the MRC indicated in the table below for Local and Long Distance Line Solution, where such Solution is available. The per-line MRCs for Local and Long Distance Line Solution include unlimited local and up to 800 minutes of Intrastate and interstate domestic outbound long distance usage (including intraLATA toll) per line. Customer will pay a usage charge – currently \$.05 per minute – for all domestic outbound voice Long Distance minutes exceeding 800 minutes per month per business line. International long distance, toll free and calling card minutes are NOT included.

Verizon will provide the local lines from the nearest Central Office to the location where the telecommunications provider's wiring crosses or enters a property. Customer is responsible for all inside wiring and special construction charges. Local and Long Distance Line Solution service is described (and subject to change) in the provisions of the applicable state Tariffs. Features are provided pursuant to the applicable state Tariffs.

Market	MRC*
California	\$56
* A monthly recurring, non-discountable end user common line (EUCL) charge applies. (See Local Rates and Charges in the Local Service portion of the Guide.) No additional local number portability (LNP) applies.	

3.2 **Local and Long Distance Trunk Solution.** Customer will pay an MRC of \$61 per Trunk for Local and Long Distance Trunk Solution. The per-trunk MRC for Local and Long Distance Trunk Solution includes unlimited local usage and 800 minutes of interstate and intrastate domestic outbound usage (including intraLATA toll) per trunk. Customer will pay a usage charge – currently \$.05 per minute – for all domestic outbound voice Long Distance minutes exceeding 800 minutes per month per trunk. International long distance, toll free, Calling Card Minutes, Direct Inward Dialing numbers and local features are NOT included. A minimum of 12 trunks must be ordered at any single location. Features are provided pursuant to the applicable state Tariffs.

A monthly recurring, non-discountable end user common line (EUCL) charge applies for each Trunk. (See Local Rates and Charges in the Local Service portion of the Guide.) No additional local number portability (LNP) applies.

3.3 **T-1/PRI Solution.** Customer will pay an MRC of \$1,325 per T-1/PRI. The per-T-1/PRI MRC includes unlimited local usage (except as otherwise set forth in Section 3.4 below) and 20,000 minutes of interstate and intrastate outbound usage (including intraLATA toll) per T-1/PRI. Customer will pay a usage charge – currently \$.05 per minute – for all domestic outbound voice Long Distance minutes exceeding 20,000 minutes per month per T-1/PRI. International long distance, toll free, Calling Card Minutes, Direct Inward Dialing numbers and local features are NOT included. Features are provided pursuant to the applicable state Tariffs.

A monthly recurring, non-discountable end user common line (EUCL) charge applies to each T-1/PRI. (See Local Rates and Charges in the Local Service portion of the Guide.) No additional local number portability (LNP) applies.

3.4 **Overage Local Usage Charges for Certain States.** N/A to Customer - see Note above.

4. **Install Charges.** Except as otherwise expressly stated in this Exhibit, install charges will be assessed for the lines, trunks, T-1s, and Voicemail Boxes covered by this Exhibit as follows:

Item	Charge
Per Line (includes Metered, Bundled, and Local)	\$15
Per Trunk (includes Bundled and Local)	\$20
Per T-1 (includes metered, Bundled, and Local)	\$200
Per Voicemail Box (all types)	\$10

5. **Special Pricing.**

- 5.1 **Tariffed Usage.** In lieu of all other rates, discounts, or promotions set forth in the Agreement, Customer will receive the following discount percentage off the Tariffed usage charges and MRCs for Local Service - CLEC including Business Lines, Digital/Analog Trunks, ISDN PRI, Full T-1, UNE-P and the Option 1 Local and Long Distance Service Solutions, if applicable, excluding EUCL charges, Operator Service Charges and Directory Assistance. This discount applies in response to competitive marketplace conditions, as Customer asserts that otherwise it will accept another company's offer.

Discount	25%
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Effectiveness of rates set forth in this document is subject to Verizon making and receiving all necessary regulatory filings and approvals.

Service Attachment D
Professional Service Agreement Attachment
Professional and Other Services Provided by Verizon Business Network Services
Inc. on behalf of MCI Communications Inc. d/b/a Verizon Business Services

Verizon Business Network Services Inc. on behalf of MCI Communications Services Inc. d/b/a Verizon Business Services and applicable affiliates identified in Service Exhibit(s) and/or Statement(s) of Work (herein after referred to as "Verizon" or "Verizon Business") will provide the Professional, IP Application Hosting and other Services under this Professional Service Agreement Attachment and related Service Exhibit(s) (Exhibits beginning with D-1 and consecutively numbered thereafter) and Statement(s) of Work (beginning with D-1 and consecutively numbered thereafter) unless otherwise specifically stated in the applicable Service Exhibit(s) or Statement(s) of Work. The Professional, IP Application Hosting and other Services herein will be provided by MCI Communications Services Inc. d/b/a Verizon Business Services and will be provided solely pursuant to the terms and conditions of this Professional Service Agreement Attachment D and related Service Exhibit and Statement of Work in lieu of the terms and conditions of the Agreement as defined on page 1 above. The rates and charges for Services will be set out in the Service Exhibit(s) and Statement(s) of Work. For the Services provided under this Service Attachment D only, the Professional Service Agreement ("PSA") between Verizon and Customer, and as that term is used in this Professional Service Agreement Attachment and related Service Exhibits and Statements of Work, shall consist solely of (1) this Professional Service Agreement Attachment D, the applicable Service Exhibit(s) and applicable Statement(s) of Work. The PSA as defined herein may be used only to purchase Professional, IP Application Hosting and other authorized Services provided by Verizon Business Services. Unless otherwise specifically set out in a Service Exhibit and/or Statement of Work, no customer premises equipment (CPE), telecommunications, internet, network or other services may be purchased under this PSA.

1. Signature. The effective date of this PSA, as defined in the paragraph above, shall be the date on which the overall Agreement as defined on page 1 above is fully executed and effective. The effective date shall be the date last signed. Customer and Verizon will sign and date each Service Exhibit and/or Statement of Work at the time Customer wishes to purchase the applicable Service. The effective date of each such Service Exhibit and/or Statement of Work will be the date last signed by authorized representatives of both Customer and Verizon. Customer and Verizon agree that Service Exhibit(s) and/or Statement(s) of Work can be added to this PSA without formal amendment as long as such Service Exhibit(s) and/or Statement(s) of Work clearly incorporate and include this Professional Service Agreement Attachment D (PSA) and are signed and dated by authorized representatives of Customer and Verizon. The terms of this PSA will continue to apply during any service-specific commitments that extend beyond the term period of the overall Agreement.

2. Structure of Agreement and Services. The words "you," "your" or "Customer" to shall mean Customer indicated above. In addition to our company name, the words "we," "us," and "our" refer to "Verizon Business Services" or "Verizon". This Professional Services Agreement ("PSA" or "Agreement as used herein") and one or more attached Service Exhibits (sometimes called a Statement of Services) (each a "Service Exhibit"), and any associated Statements of Work, each fully incorporated herein, together comprise the complete agreement between the parties (the "Agreement as used herein" or "PSA") regarding those products and services defined within a Service Exhibit (collectively, "Services"). When signed on behalf of Verizon and Customer, each such Service Exhibit and Statement of Work shall become part of this PSA, effective as of the date of the later signature. From time to time, additional terms governing the Services to be provided under this PSA may be contained in a subsequent Service Exhibit. If there is a conflict between the terms of this PSA and any Service Exhibit under this Service Attachment D, the terms of the Service Exhibit under this Service Attachment D shall prevail over the terms of the PSA. This PSA, including applicable Service Exhibit(s) executed from time to time, replaces any prior oral or written communications between the parties. Verizon will provide the ("Services") in the Service Exhibits and any

Statements of Work (“SOWs”). Each Verizon entity contracting under the overall Agreement is only responsible for the performance of its Services as set forth in the overall Agreement, the relevant Service Exhibit(s), applicable Service Exhibits and any SOWs, and is not responsible for performance of any other entity’s obligations thereunder. Verizon shall provide the Services described in the Service Exhibit(s) including each subsequently accepted Service Exhibit during the applicable period and upon the terms and conditions specified in this PSA and any applicable Service Exhibit. Specifications, prices and additional applicable terms shall be set forth in the Service Exhibit for the applicable Services. Services shall include “Deliverables” as set out in the applicable Service Exhibit and/or Statement of Work. When signed on behalf of Verizon and Customer, each such Service Exhibit and/or Statement of Work shall become part of this Agreement (PSA) (without need for formal amendment of the Agreement), effective as of the date of the later signature on such Service Exhibit and/or Statement of Work. The PSA shall apply to each Service Exhibit and/or Statement of Work. From time to time, additional terms governing the Services to be provided under this Agreement may be contained in a subsequent Service Exhibit. Specific Services will be ordered using a Statement of Work, Order Summary or other applicable Service ordering document as described in the applicable Service Exhibit.

3. Guide. Verizon’s provision of Services to Customer will be governed by Verizon’s “Service Publication and Price Guide” (“Guide”) at www.verizonbusiness.com/guide, and this Agreement. This Agreement incorporates by reference the terms of the Guide. Verizon may modify the Guide from time to time, and any modification will be binding upon Customer, as provided in the Guide. “Customer may enroll to receive email notifications of Guide changes at <http://www.verizonbusiness.com/guide/subscriptions>.”] If a conflict arises, the order of precedence is: (i) this Agreement (excluding the Guide), and (ii) the Guide. Among the provisions of the Agreement, the order of precedence is: (i) Service Exhibits, and (ii) these Terms and Conditions and (iii) SOWs. 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. If a Service is discontinued, Customer’s AVC (defined below), will be reduced, as appropriate, to accommodate the discontinuance.

4. Rates and Charges; Governmental Charges; Taxes. Customer agrees to pay the rates and charges specified in this Agreement (including Service Exhibit(s) and Statement(s) of Work). If Customer purchases any services after the expiration of the Term, Customer shall pay Verizon’s standard rates for those services (e.g., as set forth in the Guide). Except where expressly stated otherwise for a particular service, (a) all rates and charges are subject to change and “fixed” rates may be decreased at any time, (b) Customer will not be eligible to receive any other additional discounts, promotions and/or credits, and (c) the rates and charges set forth in this Agreement do not include (without limitation) charges for all possible non-recurring charges, charges imposed by a third party other than Verizon, on-site installation, Governmental Charges (defined below), customer premises equipment or extended wiring to or at Customer premises. Verizon may give Customer notice of such changes in rates or charges by posting them on the Guide, by invoice message, or by other reasonable means. 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 the Guide). Unless otherwise set out in an Exhibit or Statement of Work, the rates and charges shall be effective on the first day of the second full billing cycle following execution and delivery of this Agreement to Verizon.

5. Payment. Customer will pay all Verizon charges (except Disputed amounts) within 30 days of invoice date. Customer will pay a late payment charge on any amount not paid or Disputed within such 30 days, equal to the lesser of: (a) 1.5% per month, (b) the amount indicated in a Service Exhibit, or (c) the maximum amount allowed by applicable law. A “Disputed” amount is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within 6 months of the invoice date is deemed correct and binding on Customer. Customer is liable for all fees and expenses, including attorney’s fees, reasonably incurred by Verizon in attempting to collect any charges owed under this Agreement.

6. Term, Termination; Disconnection Notice. This Agreement shall continue for thirty-six (36) consecutive months after the Effective Date and upon the conclusion of this initial term period, this

Agreement shall automatically renew for two (2) consecutive twelve month periods (Optional Renewal Terms) unless either Party provides written notice of its intent not to renew at least thirty (30) business days prior to the expiration of the then current Term Period. The terms of this Agreement will continue to apply during any Service-specific commitments that extend beyond the Term. Either party may terminate this Agreement for Cause. "Cause" means (a) Customer's failure to pay any invoice (excluding Disputed amounts) within 10 days of receiving notice that payment is overdue, or (b) for all other matters, breach by a party of a material provision of this Agreement that the breaching party has not cured within 30 days of receiving notice from the non-breaching party. Verizon may interrupt Service without notice if necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services. Customer must provide prior written notice to stop Service, as specified in the Guide. Notwithstanding such notice, Customer remains liable for any applicable early termination charges in this Agreement.

7. Confidential Information. 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 Agreement, 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" 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 Agreement or changes to this Agreement; (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. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving party, to the extent practicable and permitted by applicable law, rule, regulation, or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements.

8. DISCLAIMER OF WARRANTIES AND CERTAIN DAMAGES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, 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 THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

9. Limitation of Liability and Action.

IN NO EVENT SHALL VERIZON'S (INCLUDING SUBCONTRACTORS, CONSULTANTS, AND SUPPLIERS) AGGREGATE LIABILITY FOR ANY CLAIM OR ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, PRODUCTS LIABILITY OR STRICT LIABILITY) EXCEED THE AMOUNT PAID BY CUSTOMER TO VERIZON DURING THE TERM OF THIS PSA (AGREEMENT) FOR THE SERVICE ELEMENT(S) IN THE SERVICE EXHIBIT(S) or STATEMENT(S) OF WORK GIVING RISE TO THE CLAIM. The foregoing does not limit (A) either party's liability: (i) in tort for its willful or intentional misconduct, or (ii) for actual, direct damages to real or tangible personal property or for bodily injury or death proximately caused by a party's negligence or willful misconduct; or (B) Customer's payment obligations under this PSA. A party may not bring any

action or demand for arbitration arising out of this Agreement more than 1 year after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law.

10. Assignment. Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. A Customer affiliate or successor must meet Verizon's creditworthiness standards for the assignment to become effective. All other assignments without prior written consent are void.

11. 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.

12. Governing Law; Dispute Resolution. This Agreement is governed by the laws of the State of California, without regard to its choice of law principles. Any controversy, claim, or dispute ("Disputed Claim" or "Dispute") arising out of or relating to this Agreement shall be addressed as follows: The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party will submit to the other a written response. The notice and the response will include (a) a statement of each party's position and a summary of the arguments supporting that position and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice, the executives (of both parties) will meet at a mutually acceptable time and place, and thereafter meet, as often as they will reasonably deem necessary to attempt to reach resolution. If the executives are unable to reach resolution within sixty (60) days after delivery of the disputing party's notice, then the dispute will be determined by litigation in accordance with the provisions of this Agreement and applicable law. All commercially reasonable requests for information made by one party to the other will be honored.

13. Notice. All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, electronic mail, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the Customer at the address provided on Page 1 of this Agreement, and to Verizon at the addresses below, unless otherwise stated in the Agreement.

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

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

14. 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). Verizon reserves the right to suspend or terminate Internet Services effective upon notice for a violation of the Policy. Customer will indemnify and hold harmless Verizon from any losses, damages, costs or expenses resulting from any third-party claim or allegation that if true, would constitute a violation of the Policy. Each party will promptly notify the other of any such claim.

15. Entire Agreement. This PSA (including Service Exhibits referenced herein, SOWs and other documents incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter of this PSA and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this PSA is valid unless in writing and signed by both parties.

**PROFESSIONAL SERVICES EXHIBIT D -1
SERVICE ATTACHMENT D (PSA)**

1. Scope of Services.

- 1.1 Service Provider. The products and services under this Service Exhibit D-1 and related Statements of Work ("SOW") are provided by Verizon Business Network Services Inc. on behalf of MCI Communications Services Inc. d/b/a Verizon Business Services (hereinafter "Verizon" or "Verizon Business Services") except as otherwise explicitly stated in the SOW.
- 1.2 Professional Services. Verizon will provide the technical and consultative services, as well as deliver any reports or other deliverables (collectively, "Deliverables"), specified in the applicable SOW agreed to under this Service Exhibit. Such Services and Deliverables are collectively referred to in this Service Exhibit as the "Professional Services" or "Services". The Professional Services under a particular SOW may be referred to as a "Project". Services will be ordered pursuant to SOW or other applicable Verizon ordering document.
- 1.3 SOW and Terms & Conditions. The SOW, as supplemented by this Service Exhibit, the Service Order (if applicable) and the PSA sets forth the terms and conditions for each Project (collectively, the "Agreement"). To the extent there is any conflict between a SOW, the Service Order (if applicable), this Service Exhibit and the PSA, the order of precedence is: (a) Service Order (if applicable), (b) Service Exhibit (c) PSA and (d) SOW. All SOWs must be in writing, follow the format of the attached SOW template (including all required information and Conditions, as defined below), be signed by an authorized representative of each party, and refer to the PSA by number or by title and date. SOW may include Customer purchase orders as part of its documentation but any terms and conditions contained in purchase orders are rejected, void and have no force or effect.
- 1.4 Conditions. A SOW may identify assumptions, expectations and dependencies on which the SOW is based ("Conditions"). Each party will notify the other promptly if it determines that a Condition has not been met or is unlikely to be met. If Verizon reasonably determines that the failure of a Condition to be met has adversely impacted Verizon's likely costs, required effort, timelines or other any aspect of the performance of the Professional Services and delivery of the Deliverables, and Verizon proposes a SOW amendment to cure it, the parties will work diligently to reach agreement on a SOW amendment to cure the impact on Verizon, and, without limiting any other Verizon right or remedy under the Agreement or at law, Verizon may suspend work on the Project until the parties have reached that agreement. The preceding sentence does not apply if Verizon reasonably could have caused the Condition to be met but did not.
- 1.5 Amendments to SOW.
 - 1.5.1 Either party may propose an amendment to a SOW by submitting a written request for a change to the other party's Project Manager. All written submissions proposing an amendment may be by email.
 - 1.5.2 Verizon will document the request for change via a formal project change request, which will set forth the terms and conditions for the changes requested.
 - 1.5.3 If Customer agrees in writing to the project change request and authorised representatives of both the Customer and Verizon execute the formal change request, then the SOW is thereby deemed amended by the change request and both parties will perform their obligations under the SOW as amended.

- 1.6 Performance. Verizon controls the means, methods, places and time of its performance of the Professional Services (including the use of subcontractors and consultants); references to “Verizon” in this Agreement include all Verizon agents and contractors. While working on a Customer Site, Verizon will abide by Customer’s stated security rules for the site provided those rules are provided to Verizon in advance of any site visits. Except as stated otherwise in a SOW, each Deliverable and the Professional Services altogether are deemed accepted and complete upon the earlier of either: (a) use by Customer, or (b) 5 days after delivery/performance unless Customer promptly demonstrates to the reasonable satisfaction of Verizon that the Deliverable or Professional Services altogether (as applicable) fails to meet the acceptance criteria in SOW (if any) or the requirements of the Agreement.
2. Customer Obligations.
- 2.1 Assistance. Customer agrees to provide working space and facilities and any other assistance and support that Verizon may reasonably request in order to perform the Professional Services. Without limiting the foregoing, Customer will (a) make any systems to be tested as part of the Professional Services available through the duration of the testing period; (b) ensure that any systems to be tested will have normal operating throughput; (c) make any systems to be tested available from the Internet, or provide alternative means of connectivity to the Verizon testing location; (d) provide all systems, policy, process and other documentation reasonably requested; (e) make available all necessary personnel (including Customer customers, business partners, and vendors, as appropriate) to Verizon during the period of performance; (f) provide Verizon with a list of appropriate contact personnel including after-hours emergency contact numbers, if requested; and (g) participate in meetings requested by Verizon as may be reasonably required to perform the Professional Services. Customer shall comply with all other obligations set forth in the Agreement. Without limiting any other Verizon right or remedy under the Agreement or at law, Verizon is excused from any failure or delay resulting from Customer’s failure to fulfill its obligations under the Agreement in a timely manner.
- 2.2 Authority to permit Professional Services. Customer represents and warrants that: (a) it has and will continue to have full rights, power, and authority to consent to having the Professional Services provided in the manner as agreed upon in the SOW; (b) it has obtained in writing all consents, approvals and licenses necessary from any third party to allow Verizon to provide the Professional Services in the manner as agreed in the SOW; and (c) it will use the Professional Services for lawful purposes only. Customer agrees to indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable attorneys’ fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Customer’s breach of the foregoing representation and warranty.
3. Term. Either party may terminate a SOW (even before it is completed) according to the same terms under which the Agreement could be terminated, except to the extent the SOW states otherwise. Upon termination of a SOW or the Agreement for any reason, each party will promptly return to the other all copies of any data, records, or materials of whatever nature or kind, owned by the other party (or its subcontractors, consultants, or suppliers). Verizon also will furnish to Customer any Customer-owned work in progress for which payment has been received. Verizon may terminate a SOW if the parties have not agreed on a proposed SOW amendment to cure the impact on Verizon from an unmet Condition within 45 days of Verizon providing the applicable project change request to Customer. Without limiting any other Verizon right or remedy under this Agreement or at law, if a SOW is terminated by Customer for any reason other than Cause or by Verizon for Cause or pursuant to this Section 3, Customer agrees to pay Verizon: (a) all accrued but unpaid charges incurred through the date of such termination; and (b) an amount equal to seventy five per cent (75%) of any remaining fixed charges under the SOW. Customer acknowledges any payment to be made pursuant to the preceding sentence is a genuine pre-estimate of the loss suffered by Verizon as a result of the early termination of the SOW and not a penalty and will become due and payable by Customer immediately upon receipt of an invoice.

4. Rates and Charges. Verizon will submit invoices to Customer for amounts due under the SOW. Payment terms may include recurring, nonrecurring, work time (per hour), materials, travel, lodging, shipping, handling, insurance and other charges, as provided in the SOW.
5. Customer's Use of Deliverables.
 - 5.1 License to use Deliverables. Verizon grants to Customer a non-exclusive, nontransferable, license to use any Deliverables solely for Customer's internal business purposes during the term of any related Verizon service, including the right to make a reasonable number of copies of such Deliverables, if applicable, except as otherwise agreed to in a SOW.
 - 5.2 Ownership and Confidentiality of Deliverables. As between Verizon and Customer, all right, title and interest in any Deliverable is owned by Verizon and both the Deliverable and any information, materials, methodologies or know-how used by Verizon in connection with any Deliverable, is the Confidential Information of Verizon, except for (a) any Customer-owned information or materials that pre-existed the signing of the applicable SOW, and (b) as otherwise agreed to in a SOW.
 - 5.3 Verizon Reservation of Rights. Except as expressly granted herein, Customer receives no ownership, license, or other interest in any intellectual property or proprietary information created or delivered by Verizon, whether in connection with its performance of this Agreement or otherwise.
6. Warranties and Disclaimers.
 - 6.1 Verizon Warranty. Verizon warrants that it will perform each Project in a good and workmanlike manner substantially in accordance with accepted industry standards, and that any Deliverables will comply with the specifications agreed to by the parties in a SOW.
 - 6.2 Customer Warranty. Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon access to, any programs, systems, data, materials, IP addresses, domains or other information furnished by Customer to Verizon for the purpose of enabling Verizon to perform the Professional Services. Customer hereby assumes the sole responsibility for the accuracy of the IP addresses, domains, programs, systems, data, materials or other information furnished by Customer to Verizon.
 - 6.3 Verizon's Disclaimer of Warranties. Without limiting anything else in this Service Exhibit, the disclaimer of warranties in the Master Terms applies to this Service Exhibit. Any Verizon warranty applies to Customer only.
7. Intellectual Property Infringement Indemnity.
 - 7.1 Verizon Service Indemnity. Verizon will at its expense defend Customer, through final judgment or settlement against all third party claims, actions, or suits asserted against Customer alleging that any Professional Service as furnished by Verizon infringes a third party's rights under any United States patent, copyright, trademark, or trade secret ("Verizon Service Infringement Claims. Verizon will indemnify and hold Customer harmless for damages, costs, and expenses, including reasonable attorneys' fees, finally awarded against Customer for such Verizon Service Infringement Claims or amounts agreed to by Verizon in settlement of Verizon Service Infringement Claims.
 - 7.2 Exceptions. Verizon is under no obligation to defend, indemnify, or hold Customer harmless to the extent that a third party claim, action or suit arises out of or relates to: (i) Verizon's compliance with Customer's specifications; (ii) a combination of any Professional Service by or on behalf of Customer with products, services, or other information or materials not provided by

Verizon; (iii) a modification of any Deliverable by or on behalf of Customer by anyone other than Verizon or its authorized agents; or (iv) a use or operation of one or more of the Deliverables by or on behalf of Customer that is inconsistent with the Agreement or Verizon's written instructions; (v) information, data, or other content provided by or on behalf of Customer and not provided by Verizon. To the extent that a third party claim, action or suit arising out of (a) one or more conditions stated in Subsection 7.2.(i) through (vi) or (b) claims for libel, slander, invasion of privacy, or other torts based on the content transmitted by or for Customer, is asserted against Verizon "Customer Infringement Claims"), Customer shall at its expense defend Verizon and indemnify and hold Verizon harmless for damages, costs, and expenses, including reasonable attorneys' fees, finally awarded against Verizon for such Customer Infringement Claims or amounts agreed to by Customer in settlement of Customer Infringement Claims.

7.3 License, Modification, Replacement, and Termination of Infringing Service. With respect to any pending or threatened Verizon Service Infringement Claim, Verizon may in its discretion and at its own expense obtain for Customer the right to continue using the affected Professional Service or alternatively replace or modify the affected Professional Service, so that it is functionally equivalent but non-infringing. If achievement of the foregoing is not commercially reasonable, Verizon may, in its sole discretion, terminate the affected Professional Service, without liability of either party to the other for such termination, except for Customer's obligation to pay all charges for the affected Professional Service incurred up to the time of such termination.

7.4 Exclusive Remedy. This Section 7 provides the sole remedies of Customer and the exclusive obligations of Verizon in connection with any third party claim, action, suit or other demand asserted against Customer described in this Section 7 or which otherwise asserts a violation of a third party's intellectual property rights, and Verizon disclaims all other warranties and obligations with respect thereto.

7.5 NOTICE, COOPERATION AND CONTROL. THE INDEMNIFYING PARTY UNDER SECTIONS 7.1 OR 7.2 IS EXCUSED FROM ITS OBLIGATIONS UNDER THE APPLICABLE SECTION IF THE INDEMNIFIED PARTY FAILS TO (I) PROVIDE PROMPT WRITTEN NOTICE OF THE THIRD PARTY CLAIM, ACTION, OR SUIT TO THE INDEMNIFYING PARTY, PROVIDED THAT THE FAILURE OF THE INDEMNIFIED PARTY TO PROVIDE SUCH NOTICE MATERIALLY PREJUDICES THE INDEMNIFYING PARTY'S DEFENSE AND/OR SETTLEMENT OF SUCH CLAIM, ACTION OR SUIT; (II) COOPERATE WITH ALL REASONABLE REQUESTS OF THE INDEMNIFYING PARTY IN CONNECTION WITH THE DEFENSE AND/OR SETTLEMENT OF SUCH CLAIM, ACTION OR SUIT, AT THE INDEMNIFYING PARTY'S REASONABLE EXPENSE; AND/OR (III) SURRENDER EXCLUSIVE CONTROL TO THE INDEMNIFYING PARTY OF THE DEFENSE AND/OR SETTLEMENT OF SUCH CLAIM, ACTION, OR SUIT.

7.6 CONSENT TO SETTLEMENT. THE INDEMNIFYING PARTY UNDER SECTIONS 7.1 OR 7.2 SHALL SECURE THE PRIOR CONSENT OF THE INDEMNIFIED PARTY BEFORE SETTling ANY CLAIM, SUIT, OR ACTION THAT INCLUDES AN ADMISSION OF LIABILITY BY THE INDEMNIFIED PARTY OR IMPOSES MATERIAL OBLIGATIONS ON THE INDEMNIFIED PARTY OTHER THAN CESSATION OF INFRINGING ACTIVITY AND/OR PERMITTING VERIZON REMOVAL OF THE INFRINGING PROFESSIONAL SERVICE, CONFIDENTIAL TREATMENT OF THE SETTLEMENT, AND/OR PAYMENT OF MONEY THAT IS FULLY INDEMNIFIED BY THE INDEMNIFYING PARTY UNDER SECTIONS 7.1 OR 7.2. THE INDEMNIFIED PARTY SHALL NOT UNREASONABLY WITHHOLD OR DELAY CONSENT.

8. Limitation of Liability.

- 8.1 **Third Party Products and Services.** Verizon may direct Customer to third parties having products or services which may be of interest to Customer for use in conjunction with the Services. Notwithstanding any Verizon recommendation, referral or introduction, Customer will independently investigate and test third-party products and services and will have sole responsibility for determining suitability for use of third-party products and services, and for any contracts Customer enters into with third parties. Verizon has no liability with respect to claims related to or arising from use of third-party products and services. This provision does not apply to the work of subcontractors or other agents that is done on Verizon's behalf.
- 8.2 **Disclaimer of Liability.** Verizon is not liable for any loss of or damage to Customer data. Customer is responsible for backing up all data.
- 8.3 **WITH OUT LIMITING THE LIABILITY DISCLAIMERS IN ATTACHMENT D (PSA) AND THE PRECEDING SECTIONS, IN NO EVENT SHALL VERIZON'S (INCLUDING SUBCONTRACTORS, CONSULTANTS, AND SUPPLIERS) AGGREGATE LIABILITY FOR ANY CLAIM OR ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, PRODUCTS LIABILITY OR STRICT LIABILITY) EXCEED THE AMOUNT PAID BY CUSTOMER TO VERIZON DURING THE TERM OF THIS EXHIBIT D-1 OR APPLICABLE STATEMENT OF WORK FOR THE SERVICE ELEMENT(S) IN THIS SERVICE EXHIBIT OR STATEMENT(S) OF WORK GIVING RISE TO THE CLAIM.** The foregoing does not limit (A) either party's liability: (i) in tort for its willful or intentional misconduct, or (ii) for actual, direct damages to real or tangible personal property or for bodily injury or death proximately caused by a party's negligence or willful misconduct; or (B) Customer's payment obligations under the PSA (including Service Exhibit(s) and Statement(s) of Work) . Under no circumstances will either party be liable for damages that could have been avoided by the other party's exercise of reasonable diligence. A party may not bring any action or demand for arbitration arising out of this Agreement more than 1 year after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law.
9. **Interconnection.** Customer will permit Verizon to connect diagnostic software and equipment ("Diagnostic Facilities") to Customer's communications network and equipment ("Customer Network") for purposes of performing the Professional Services. Verizon has no liability or obligation for: (a) the installation, operation or maintenance of the Customer Network; (b) the availability, capacity and/or condition of the Customer Network; or (c) any adverse impact of the Professional Services on the Customer Network. The Diagnostic Facilities are Service Equipment for the purposes of the Agreement.
10. **Independent Contractors.** The parties are independent contractors to one another, and nothing in this Agreement creates an employer-employee relationship between Customer and either Verizon or any employee or agent of Verizon.
11. **Hours of Performance.** Unless otherwise agreed in a SOW, Professional Services will be performed between the hours of 9:00 a.m. and 6:00 pm (local time where Professional Services are performed) Monday through Friday excluding public and generally observed holidays where the Professional Services are performed.
12. **Geographic Limitations.** Unless expressly stated to the contrary in the SOW, Professional Services are offered to Customer only within those jurisdiction(s) where the Verizon entities identified in the SOW as performing the Professional Services are incorporated and are legally entitled to perform the Professional Services. Unless expressly stated to the contrary in the SOW, if the foregoing conditions are not met in relation to the SOW, Verizon may terminate the SOW by notice in writing to Customer and the SOW has no further effect.
13. **Non-Solicitation of Employees.** Except with the prior written consent of the other party, both parties agree that, during the term of a Project and for a period of 12 months thereafter, they shall not directly

solicit, divert or recruit any employee of the other, who is or was involved in the performance of the Project at any time during the term of the Project, to leave such employment. This restriction does not prevent a party from considering for employment any individual, whether or not an employee of the other party, who has responded to a general public solicitation.

14. Professional Services relating to Security.

14.1 Customer Acknowledgement. Customer accepts and agrees that Professional Services relating to security are only one component of Customer's overall security program and are not a comprehensive security solution, and Customer is always responsible for exercising care reasonable under the circumstances in monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard. Customer acknowledges, in particular, that (a) it is impossible to detect, disclose and/or resolve every vulnerability or security hazard, (b) that unauthorized access may occur and (c) that impenetrable security can not be attained.

14.2 Risks Associated with Assessment Services. Professional Services relating to security may include penetration testing, ethical hacking, scanning, vulnerability assessment, war dialing, social engineering or similar activities ("Assessment Services") targeting certain IP addresses, network domains or segments, telecommunications, hardware, software or other utilities, applications, processes, data, groups or individuals ("Service Target"). Assessment Services may also include testing the effectiveness of the security policies, training, procedures and controls of Customer's organization or the organization of a third party, whether an outside service provider to Customer or another type of Customer business partner ("Customer OSP"), and/or testing and auditing the security awareness of Customer's and Customer OSP's employees and personnel. Such activities also include deceptive testing activities to gain "unauthorized access" to Customer's network systems or confidential security related information ("CS Information"). Such "unauthorized access" is used to describe Verizon's attempts to gain access to Customer's network and information through testing activities that are not authorized by Customer's network security policies so as to exploit Customer's network and CS Information security vulnerabilities. Reference to "unauthorized access" does not mean that Customer has prohibited authorization of the testing activities themselves. Customer acknowledges that certain risks are inherent in Assessment Services and, without limiting the foregoing, that Assessment Services may, in some circumstances, result in adverse consequences including, without limitation, performance degradation, loss of, disruption to or unavailability of, the Service Target or loss of connection, data or utilities. Customer agrees to assume all risk for any adverse consequences resulting from or associated with: (a) the Assessment Services; and (b) the timeframe within which it elects or authorizes Verizon Business to perform the Assessment Services. Verizon shall take reasonable steps to mitigate risks from Assessment Services; however, Customer understands that such risks cannot be eliminated. Customer agrees to indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Verizon's performance of the Assessment Services, including, without limitation, assessment of assets that are not controlled directly by Customer (e.g., servers hosted by third parties). The foregoing indemnity does not apply to the extent any such loss, damage, liability cost or expense arises from Verizon's actions or omissions that are or are found to be (a) knowingly outside the scope of the Assessment Services agreed upon, or (ii) reckless, wanton, malicious, illegal or deliberately negligent.

**STATEMENT OF WORK NO. D-1
TO PROFESSIONAL SERVICES EXHIBIT D-1**

[Name of Verizon Entity] (“Verizon”)	[Name of Customer] (“Customer”)
[Address of Verizon Entity]	[Address of Customer]

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

This Statement of Work (“SOW”) amends and is a part of the Verizon Professional Services Attachment D (PSA) and Professional Services Exhibit D-1 (collectively “Agreement”), entered into between Verizon and Customer, Contract ID # _____, executed by both parties as of _____, 201__.

1. Description of Project.
 - 1.1 Locations and Verizon Performing Entities
 - 1.2 Professional Services.
 - 1.3 Scope of Work.
2. Deliverables and Documentation to be produced by Verizon (if any)
3. Documentation to be produced by Customer and Customer Obligations (if any).
4. Conditions (if any).
5. Acceptance Testing Criteria for the Service or Deliverable(s) (if any).

Applicable _____ Not Applicable X

6. Rates and Charges.
 - a. Expenses

Subject to compliance with Customer’s normal and customary policies regarding substantiation and verification of business expenses, Verizon is authorized to incur customary and reasonable travel, lodging and other associated expenses in connection with the performance of the Professional Services in this SOW. Verizon may invoice these expenses monthly in arrears. Customer will reimburse Verizon for those expenses.

b. Invoicing requirements. [Customer shall advise Verizon if 6.b.(i) or 6.b.(ii) applies; only the applicable subsection shall be included]

(i) Customer's internal procedures require that the Customer issues a Purchase Order to process invoices and / or payment. The Purchase Order is [TBD] and the Customer acknowledges and agrees that unless the Purchase Order is provided to Verizon on or before the date Verizon commences performing the Professional Services, Verizon is authorized to proceed with invoicing of any amounts due under this SOW, and Customer shall pay the same, without the need for, or reference to, the Purchase Order.

Or,

(ii) Customer's internal procedures do not require that the Customer issues a Purchase Order to process invoices and / or payment. The Customer's invoice address is as follows:

Invoice Address
CUSTOMER NAME
NAME OF INVOICE CONTACT
ADDRESS

7. Term of SOW.

Unless otherwise specified herein, the term of this SOW ends when the Professional Services are completed. Parties' obligations accrued under the SOW survive the end of the SOW term.

8. Validity of this SOW.

Pricing and/ or promotional benefits in this SOW may not be available unless it is signed and delivered to Verizon prior to [TBD]

Service Attachment E
Security Service Agreement Attachment
Security and other Services Provided by Verizon Business Network Services Inc.
on behalf of Cybertrust Inc. and applicable Cybertrust Affiliates

Verizon Business Network Services Inc. on behalf of Cybertrust Inc. and applicable Cybertrust affiliates identified in Service Exhibit(s) and/or Statement(s) of Work, (herein after referred to as "Verizon" or "Cybertrust") will provide the Security and other Services under this Security Service Agreement Attachment E and related Security Service Exhibit(s) (Exhibits E-1 through E-5 initially, and additional Exhibits added numbered consecutively thereafter) and Statement(s) of Work (beginning with E-1 and numbered consecutively thereafter) unless otherwise specifically stated in the applicable Security Service Exhibit or Statement of Work. The Security Services herein will be provided by Cybertrust Inc. and applicable identified affiliates and will be provided solely pursuant to the terms and conditions of this Security Service Agreement Attachment E and related Security Service Exhibit(s) and Statement(s) of Work in lieu of the terms and conditions of the Agreement as defined on page 1 above. The rates and charges for Services will be set out in the Security Service Exhibit(s) and Statement(s) of Work. For the Security Services provided under this Attachment only, the Security Service Agreement ("SSA") between Verizon and Customer, and as that term is used in this Security Service Agreement Attachment and related Security Service Exhibits and Statements of Work, shall consist solely of (1) this Security Service Agreement Attachment E, the applicable Security Service Exhibit(s) and applicable Statement(s) of Work. The SSA as defined herein may be used to purchase Cybertrust security and related professional Services only. No customer premises equipment (CPE), telecommunications, internet, network or other services may be purchased under this SSA.

1. **Signature.** The effective date of this SSA, as defined in the paragraph above, shall be the date on which the overall Agreement as defined on page 1 above is fully executed and effective. The effective date shall be the date last signed. Customer and Verizon will sign and date each Security Service Exhibit and/or Statement of Work at the time Customer wishes to purchase the applicable security services. The effective date of each such Security Service Exhibit and/or Statement of Work will be the date last signed by authorized representatives of both Customer and Verizon. Customer and Verizon agree that Security Service Exhibit(s) and/or Statement(s) of Work can be added to this agreement without formal amendment as long as such Security Service Exhibit(s) and/or Statement(s) of Work clearly incorporate and include this Security Service Agreement Attachment (SSA) and are signed and dated by authorized representatives of Customer and Verizon. The terms of this SSA will continue to apply during any service-specific commitments that extend beyond the term period of the overall Agreement.
2. **Structure of Agreement.** We use the words "you," "your" or "Customer" to mean the Customer indicated above. In addition to our company name, the words "we," "us," and "our" refer to "Cybertrust" or "Verizon". This Security Services Agreement ("SSA" or "Agreement as used herein") and one or more attached Security Service Exhibits (sometimes called a Statement of Services) (each a "Service Exhibit"), and any associated Statements of Work, each fully incorporated herein, together comprise the complete agreement between the parties (the "Agreement as used herein" or "SSA") regarding those products and services defined within a Service Exhibit (collectively, "Services"). When signed on behalf of Cybertrust, Inc. and Customer, each such Service Exhibit and Statement of Work shall become part of this SSA, effective as of the date of the later signature. From time to time, additional terms governing the Services to be provided under this SSA may be contained in a subsequent Service Exhibit. If there is a conflict between the terms of this SSA and any Service Exhibit, the terms of the Service Exhibit shall prevail over the terms of the SSA. This SSA, including a Service Exhibit executed from time to time, replaces any prior oral or written communications between the parties. When signed on behalf of Cybertrust and Customer, each such Service Exhibit and/or Statement of Work shall become part of this Agreement (SSA) (without need for formal amendment of the Agreement), effective as of the date of the later signature on such Service Exhibit and/or

Statement of Work. The SSA shall apply to each Service Exhibit and/or Statement of Work. From time to time, additional terms governing the Services to be provided under this Agreement may be contained in a subsequent Service Exhibit. Specific Services will be ordered using a Statement of Work, Order Summary or other applicable Service ordering document as described in the applicable Service Exhibit.

3. **Services.** We shall provide the Services described in the Service Exhibit(s) including each subsequently accepted Service Exhibit during the applicable period and upon the terms and conditions specified in this SSA and any applicable Service Exhibit. Specifications, prices and additional applicable terms shall be set forth in the Service Exhibit for the applicable Services. Services shall include "Deliverables" as set out in the applicable Service Exhibit and/or Statement of Work. A Statement of Work will be required for every order for Service.
4. **Billing & Payment Terms.**
 - 4.1 **Prices.** You agree to pay the fees specified in each Service Exhibit and/or Statement of Work for the corresponding Services. Payment schedules shall be as specified in the applicable Service Exhibit and/or Statement of Work.
 - 4.2 **Taxes.** All taxes, tax-like charges and the tax-related surcharge are referred to collectively as "Tax(es)." Prices are exclusive of all Taxes, which Customer will pay. If Customer provides us with a valid, duly executed tax exemption certificate, we will exempt Customer in accordance with law, effective on the date we receive the certificate. We are solely responsible for taxes based on our net income. If any payment to be made to us under this Agreement is subject to reduction by reason of a required deduction or withholding of any Tax, Customer shall pay Verizon such further amount as may be necessary so that the aggregate net amount received by us after deduction or withholding of any Tax, is the same amount as would have been received by us if there had been no requirement to deduct or withhold any Tax.
 - 4.3 **Invoices.** Except as otherwise set forth in a Service Exhibit, payment will be due without offset within 30 days after the date of the invoice. We may accept any payment without prejudice to our right to recover any remaining balance or to pursue any other remedy provided in this Agreement, or by applicable law. Payments must be made at the address designated on the invoice or other such place as we may designate. Amounts not paid or Disputed on or before 30 days from invoice date shall be considered past due, and Customer agrees to pay a late payment charge equal to the lesser of: (a) one and 1.5% per month, or (b) the amount indicated in a Service Exhibit, or (c) the maximum amount allowed by applicable law, as applied against the past due amounts. A "Disputed" amount is one for which Customer has given us written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within 6 months of the invoice date is deemed to be correct and binding on Customer. Failure to timely pay any non-Disputed amount that is due hereunder shall be a breach of this Agreement. Customer is liable for all fees and expenses, including attorney's fees, reasonably incurred by us in collecting, or attempting to collect, any charges owed under this Agreement.
 - 4.4 **Dispute Resolution.** Cybertrust and Customer will use their good faith efforts to resolve any disputed sales order or refusal of payment. We may, in addition to asserting any of our other rights, suspend Services and your use of the Cybertrust Marks (as defined in Section 6), if Customer's non-payment of non-Disputed amounts continues beyond the cure period set forth in Section 5 below.
5. **Term and Termination.** This Agreement shall continue for thirty-six (36) consecutive months after the Effective Date and upon the conclusion of this initial term period, this Agreement shall automatically renew for two (2) consecutive twelve month periods (Optional Renewal Terms) unless either Party provides written notice of its intent not to renew at least thirty (30) business days prior to the expiration of the then current Term Period. The terms of this Agreement will continue to apply during any Service-specific commitments that extend beyond the Term. Either party has the right to terminate this Agreement in the event of a material breach by the other party, unless such breach is cured within 30 days of receipt of written notice of such breach; provided that as to payment of invoices, "Cause" means Customer's failure to pay any invoice (excluding Disputed amounts) within 30 days after the invoice date, which failure has not been cured within 10 days of receiving notice of non-payment from Cybertrust. The obligations of the parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation of this Agreement shall survive any such expiration, termination or cancellation.

6. Intellectual Property Rights.

- 6.1 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 Agreement.
- 6.2 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 Cybertrust a nonexclusive, royalty-free license to use Customer Data solely for, and to the extent necessary to, provide the Services. Unless otherwise specifically stated in a Service Exhibit or Statement of Work, Cybertrust is not providing to Customer any Custom Material or any Work for Hire.
- 6.3 Cybertrust Intellectual Property. Cybertrust shall own all right title and interest in and to Cybertrust's trade secrets, confidential information or other proprietary rights, any ideas, information or other material used or developed by Cybertrust 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 Cybertrust and subject to Section 11.3. Cybertrust 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 Cybertrust to Customer pursuant to this Agreement. 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. Notwithstanding anything contained in this Agreement 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 Agreement or applicable Service Exhibit.
- 6.4 Certification Seals; Cybertrust 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 Agreement. During the term of this Agreement unless you opt out in writing, we may include your name in a list of customers on our website or in promotional materials or as a reference in sales presentations. If, under the terms of this Agreement, Customer is granted the right to use any Cybertrust certification seals or logos (each, a "Certification Seal"), then the display and presentation of such Certification Seal by Customer shall be subject to Cybertrust's then-current logo guidelines. If we install or provide any "Cybertrust-Owned" hardware or software tools to facilitate our performance of the Service Exhibit, you agree to use the hardware or software for your internal purposes only as defined in the Service Exhibit, not to distribute the hardware or software, and not to reverse engineer, decompile, or disassemble the hardware or software, unless you are in a jurisdiction that mandates such access for interoperability purposes, in which case you may reverse engineer for those purposes only. We have the right to revoke your right to use the Cybertrust-Owned hardware or software at any time, in which case you shall return the Cybertrust-Owned hardware or software to us. Your right to use the Cybertrust-Owned hardware or software shall automatically terminate on termination of this Agreement or on termination of the Service Exhibit for which the hardware or software is provided.

7. Representations.

- 7.1 Cybertrust will perform Services under this Agreement substantially in accordance with industry standards. If Cybertrust does not so perform Services, then Cybertrust 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.
- 7.2 Except as otherwise stated herein, all Services and deliverables provided by Cybertrust are provided "AS IS".
- 7.3 TO THE EXTENT PERMITTED BY APPLICABLE LAW, CYBERTRUST DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. THE WARRANTIES AND REMEDIES SET FORTH IN THIS AGREEMENT ARE CYBERTRUST'S EXCLUSIVE WARRANTIES AND CUSTOMER'S SOLE REMEDIES FOR BREACH OF WARRANTY, IF ANY, BY CYBERTRUST.
- 7.4 For any third party products and services, customer shall receive only the warranties offered by such third party.
- 7.5 Cybertrust does not guarantee that any network, computer systems, or any portions thereof are secure. Cybertrust 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 Cybertrust does not guarantee protection against breaches of security.
- 7.6 Neither party makes any warranty hereunder to any third party on behalf of the other party. This agreement is not intended to create any third party beneficiary relationship.

8. Indemnity.

- 8.1 General Indemnity. Each party (the "Indemnifying Party") agrees to indemnify, defend through final judgment or settlement and hold harmless the other, and any of its parent and affiliated companies, and the present and former officers, directors, and employees, of any of these, and their successors and permitted assigns (each, an "Indemnified Party") from and against any and all losses liabilities, claims, damages and expenses (including reasonable attorneys' fees and costs of litigation) incurred by the Indemnified Party as the result of any claim by a third party alleging bodily injury to or death of any person, or loss of or damage to real or tangible personal property, to the extent it was proximately caused by any negligent act or omission on the part of the Indemnifying Party.
- 8.2 [Intentionally Left Blank]
- 8.3 Notification. For Sections 8.1 and 8.4 below, the Indemnified Party shall promptly notify the Indemnifying Party of any potential claim covered by this indemnity, cooperate with the Indemnifying Party in the investigation and defense of the same, and allow the Indemnifying Party to control the negotiation, litigation and settlement of the claim.
- 8.4 IP Infringement Indemnity. Cybertrust shall at its expense defend Customer through final judgment or settlement of any claim, suit or other demand asserted against Customer by any third party alleging that any Technical Element and/or service as delivered by Cybertrust to Customer infringes a third party's rights under any United States patent, copyright, trademark, or trade secret, and shall indemnify Customer in the amount of any final judgment or settlement of such claim, suit or other demand. Cybertrust shall be under no obligation to defend or indemnify Customer to the extent that such third party claim, suit, or other demand arises out of or relates to: (i) Cybertrust's compliance with Customer's specifications; (ii) a combination of the Service and/or Technical Elements with products and/or services not provided by Cybertrust; (iii) a modification of the Service and/or Technical Elements by anyone other than Cybertrust or its authorized agents; (iv) a use of the Technical Element and/or Service that is inconsistent with this Agreement or Cybertrust's written instructions; or (v) services, products, software, information, data, or other content not provided by Cybertrust. To the extent that a third party claim, suit or other demand arising out of one or more conditions stated in (i) through (v) is asserted against Cybertrust, Customer shall at its own expense defend Cybertrust and indemnify Cybertrust in the amount of any final judgment or settlement. With respect to any pending or threatened claim, suit or other demand as to which Cybertrust is the indemnifying party, including a matter where, in Cybertrust's judgment, the use of the Service is likely to become subject to an intellectual property infringement claim, Cybertrust may in its discretion and at its own expense obtain for Customer the right to continue using the service and/or Technical Element or alternatively replace or modify the service and/or Technical Element so that it is functionally equivalent but non-infringing. If

achievement of the foregoing is not commercially reasonable, Cybertrust may terminate or remove the affected services and Technical Elements or terminate this Agreement, without liability, except for Customer's obligation to pay for services and Technical Elements delivered prior to termination. If we are reasonably unable to modify, substitute or procure the right to continue using the subject Technical Element, we may require that you remove the Technical Element, without liability on our part, and you shall promptly return or destroy all copies of such Technical Element and receive a pro-rata refund of the fee paid therefore, less accumulated depreciation calculated on a straight-line method over a useful life of four (4) years from the Effective Date. The indemnifying party shall be excused from its obligations under this Section if the indemnified party fails to (i) provide prompt written notice of the third party claim, suit or other demand to the indemnifying party; (ii) cooperate with all reasonable requests of the indemnifying party, at the indemnifying party's expense; or (iii) surrender exclusive control to the indemnifying party of the defense and/or settlement of such claim, suit or other demand. This Section provides the sole and exclusive obligations and remedies of the parties in connection with any third party claim, suit or other demand described in this Section or which otherwise asserts a violation of a third party's intellectual property rights.

9. Disclaimer/Limitation of Liability.

- 9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY OR ANY THIRD PARTY, OR FOR LOSS OF BUSINESS, PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH PARTY RECEIVES NOTICE OF THE POTENTIAL FOR SUCH DAMAGES. IN NO EVENT SHALL CYBERTRUST'S (INCLUDING SUBCONTRACTORS, CONSULTANTS, AND SUPPLIERS) AGGREGATE LIABILITY FOR ANY CLAIM OR ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, PRODUCTS LIABILITY OR STRICT LIABILITY) EXCEED THE AMOUNT PAID BY CUSTOMER TO CYBERTRUST DURING THE TERM OF THIS SSA (AGREEMENT) FOR THE SERVICE ELEMENT(S) IN THE SERVICE EXHIBIT(S) OR STATEMENT(S) OF WORK GIVING RISE TO THE CLAIM. The foregoing does not limit (A) either party's liability: (i) in tort for its willful or intentional misconduct, or (ii) for actual, direct damages to real or tangible personal property or for bodily injury or death proximately caused by a party's negligence or willful misconduct; or (B) Customer's payment obligations under this SSA.
- 9.2 WITH REGARD TO OUR SERVICES WHICH PROVIDE INFORMATION SHARING AND/OR INDUSTRY ALERTS, WE DISCLAIM ANY LIABILITY TO YOU AND YOU ASSUME THE ENTIRE RISK FOR (A) THIRD PARTY INFORMATION PROVIDED TO CUSTOMER WHICH WE HAD NO REASON TO KNOW CONTAINED FALSE, MISLEADING, INACCURATE OR INFRINGING INFORMATION DESPITE OUR REASONABLE EFFORTS USING ESTABLISHED VALIDATION METHODOLOGY; (B) YOUR ACTIONS OR FAILURE TO ACT IN RELIANCE ON ANY INFORMATION FURNISHED AS PART OF THE SERVICES; AND (C) THE USE OF ANY THIRD PARTY LINKS, PATCHES, UPDATES, UPGRADES, ENHANCEMENTS, NEW RELEASES, NEW VERSION OR ANY OTHER REMEDY SUGGESTED BY ANY THIRD PARTY AS PART OF THE SERVICE.
- 9.3 CYBERTRUST IS NOT LIABLE FOR ANY LOSS OF OR DAMAGE TO CUSTOMER DATA. CUSTOMER IS RESPONSIBLE FOR BACKING UP ALL DATA.
- 9.4 CYBERTRUST MAY DIRECT CUSTOMER TO THIRD PARTIES HAVING PRODUCTS OR SERVICES WHICH MAY BE OF INTEREST TO CUSTOMER FOR USE IN CONJUNCTION WITH THE PS SERVICES. NOTWITHSTANDING ANY CYBERTRUST RECOMMENDATION, REFERRAL OR INTRODUCTION, CUSTOMER WILL INDEPENDENTLY INVESTIGATE AND TEST THIRD-PARTY PRODUCTS AND SERVICES AND WILL HAVE SOLE RESPONSIBILITY FOR DETERMINING SUITABILITY FOR USE OF THIRD-PARTY PRODUCTS AND SERVICES, AND FOR ANY CONTRACTS CUSTOMER ENTERS INTO WITH THIRD PARTIES. CYBERTRUST HAS NO LIABILITY WITH RESPECT TO CLAIMS RELATED TO OR ARISING FROM

USE OF THIRD-PARTY PRODUCTS AND SERVICES. THIS PROVISION DOES NOT APPLY TO THE WORK OF SUBCONTRACTORS OR OTHER AGENTS THAT IS DONE ON CYBERTRUST'S BEHALF.

- 9.5 THIS AGREEMENT ALLOCATES RISKS BETWEEN THE PARTIES AND OUR PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED IN THIS SECTION.
- 9.6 UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE OTHER PARTY'S EXERCISE OF REASONABLE DILIGENCE.
- 9.7 NO PARTY MAY ASSERT A CLAIM AGAINST THE OTHER UNDER ANY THEORY THAT ACCRUED MORE THAN ONE YEAR BEFORE BRINGING A FORMAL PROCEEDING ASSERTING THE CLAIM.

10. Dispute Resolution & Escalation Policy. The parties shall make a good faith effort to resolve, without resort to arbitration or litigation, any dispute arising under or related to this Contract. If the parties do not agree upon a resolution of the dispute within thirty (30) days, either party may elect to abandon negotiations. At such time, the dispute must be resolved by binding arbitration of a single arbitrator in accordance with the rules of the American Arbitration Association. The decision of the arbitrator must be based upon this Agreement and applicable law. The decision of the arbitrator must be reduced to writing, is final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms in this Agreement, and has no authority to award relief in excess of what this Agreement provides or to order consolidation or class arbitrations. The arbitrator has no authority to award punitive damages in any dispute. Any such claims arising under this Agreement must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the dispute resolution procedure specified here applies and Cybertrust and Customer waive any rights to pursue any claim arising under this Agreement on a class basis. The arbitration will be held in mutually agreed to location.

11. Confidential Information.

- 11.1 Each party acknowledges that it and its employees or agents may, in the course of the Agreement, have access to or acquire information that is proprietary or confidential to the other party.
- 11.2 Definition. "Confidential Information" means information of the types specified below (in whatever form) which are designated as confidential or proprietary by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) and reduced to a written or other tangible summary that contains conspicuous proprietary markings 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. Confidential Information may include the following types of information: (a) non-public, proprietary information relating to the disclosing party's customers, suppliers, personnel, products, services, financial information, development, trade secrets, processes, formulas, know-how, technical guides, technical data, results of remote assessments by the disclosing party; (b) non-public proprietary information relating to disclosing party hardware, software, screens, specifications, designs, plans, drawings, prototypes, discoveries, security policies; passwords, access codes and the like; router, firewall and other such equipment configuration information; filtering configurations, or other information directly relating to the integrity or security of the disclosing party's network or computer systems; and (c) the methods, systems, data, and materials used or provided by us in the performance of Services pursuant to this Agreement. The term "Confidential Information" shall not include information that is (a) known to the receiving party prior to disclosure by the disclosing party or its personnel and is not subject to restrictions on use or disclosure; (b) publicly available through no act or omission of the receiving party; (c) lawfully received by the receiving party from a third party (other than the disclosing party's former or current personnel) that is not under any confidentiality obligation to the disclosing party; or (d) comprised of

statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify you or your computer network or computer systems; or (e) information which is required to be open for public disclosure and not permitted to be withheld from public disclosure pursuant to the California Public Records Act, Government Code Section 6250 et seq.

- 11.3 Use. The receiving party agrees to use Confidential Information received from the disclosing party pursuant this Agreement solely in connection with the performance of such party's obligations and rights under this Agreement. 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 Agreement, 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 Agreement and provided further that the receiving party shall be responsible for breach of such agreement by such persons. Where Cybertrust has created a report in connection with a PCI-related Services, the PCI Council, similar bodies, and their successors, are deemed to be such persons to whom a PCI-related report may be disclosed, whether or not doing so relates to fulfilling obligations or rights under this Agreement. 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 Agreement 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 Agreement. 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.
- 12. Non-Solicitation of Employees.** Except with the prior written consent of the other party, both parties to this Agreement agree that, during the term of this Agreement and for a period of 12 months thereafter, they shall not directly solicit, divert or recruit any employee of the other, who is or was involved in the performance under this Agreement at any time during the term of the Agreement, to leave such employment. This restriction does not prevent a party from considering for employment any individual, whether or not an employee of the other party, who has responded to a general public solicitation.
- 13. Cooperation.** You shall coordinate and manage your employees, contractors or agents to facilitate the performance of the Service Exhibit by us. You shall be responsible for, and we may rely upon, the accuracy, timeliness and completeness of all data, reports and other information you supply us. You agree that prompt review and acceptance of any part of the Service Exhibit requiring acceptance is required to ensure compliance with any milestones or other specified deadlines. Any commitments we make in this Agreement or any Service Exhibit are contingent upon you meeting your obligations, as defined here. You will make your management and technical personnel who will work with us and will perform those activities described as your responsibility in the Service Exhibit reasonably available to us. Each party will designate and maintain during the term of the Agreement a point of contact, and will notify the other party of the name of such point of contact who will have the authority and power to make decisions with respect to actions to be taken in connection with the Agreement and all documentation included in a Service Exhibit. You will make available to us computer programs, data and documentation required by us to perform the Service Exhibit. We agree to treat this

information with confidentiality as provided in this Agreement and to only use this information as required to provide Services indicated in the Service Exhibit. You shall obtain all governmental approvals, licenses, and permits necessary for completion of the Service Exhibit, if any. If required by the Service Exhibit, you shall prepare any installation site in accordance with our instructions ensuring that any equipment that interfaces with your computer system operates in accordance with the manufacturer's specifications. If you fail to make any preparations required by a Service Exhibit, and this failure causes us to incur costs during our Service implementation, you agree to reimburse us for these costs.

14. General Provisions.

- 14.1 **Severability & Waiver.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. No term or condition of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse is in writing and is executed by the party from whom such waiver or excuse is claimed. No such waiver shall be deemed a waiver of any preceding or succeeding breach or right in the same or in any other provisions hereof.
- 14.2 **Headings.** Section numbers and headings are used for convenience and are not to be construed as limitations of the substance of any provision.
- 14.3 **Applicable Law and Language.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard for its conflicts of law provisions. The language for all communications regarding this Agreement shall be English.
- 14.4 **Force Majeure.** With the exception of a party's obligation to make payments properly due to the other party, neither party shall be deemed in default or otherwise liable under this Agreement due to its delay or inability to perform its obligations by reasons beyond its reasonable control, including, without restriction, fire, earthquake, flood or any failure or delay of any transportation, power, computer or communications system.
- 14.5 **Assignment.** Neither this Agreement nor any right or obligation arising hereunder may be assigned (voluntarily, by operation of law, or otherwise), in whole or in part, by either party without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, that (A) Cybertrust may assign any and all of its rights and obligations under this Agreement (i) to any Cybertrust Affiliate (ii) to a third party pursuant to any sale or transfer of substantially all the assets or business of Cybertrust; or (iii) to a third party pursuant to any financing, merger, or reorganization of Cybertrust, and (B) Customer may assign any and all of its rights and obligations hereunder to any Customer Affiliate that meets Cybertrust's creditworthiness standards. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 14.6 **Entire Agreement & Amendment.** This Agreement states the entire understanding of the parties relating to the subject matter thereto and supersedes all prior understandings, discussions and negotiations and may only be modified in writing signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties may sign facsimile copies of this Agreement that shall each be deemed originals. Any amendment of this Agreement shall be in writing signed by an authorized corporate officer of each party. Communication by electronic mail shall not be construed as an effective amendment to the Agreement.
15. **Notice.** Any notice or communication required to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic mail, or mailed postage prepaid, if to Cybertrust to the address above, and to the addresses below, and, if to Customer to the address above or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice shall be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier.

• Verizon Business Services

• Verizon Business Services

- 6415-6455 Business Center Drive
- Highlands Ranch, CO 80130
- Attn: Customer Service
- Email: notice@verizonbusiness.com
- 22001 Loudoun County Parkway
- Ashburn, VA 20147
- Attn: Vice President, Legal

- 16. Network Scanning.** Network Scanning refers to the activities and associated technology for identifying and analyzing networked devices. Network Scanning may extend to and involve assets that are not controlled directly by Customer (e.g. servers hosted by third parties). Customer understands that network scanning and the technology associated with it (collectively "Network Scanning", have substantial inherent risks, including loss, disruption, or performance degradation of the Customer's or a third party's business processes, telecommunications, computer products, utilities, or data (the "Scanning Risks"). Customer understands and accepts the Scanning Risks associated with the Services involving Network Scanning, and accordingly authorizes Verizon to perform those Services when ordered. Verizon shall take reasonable steps to mitigate these Scanning Risks. However, Customer understands that these Scanning Risks cannot be eliminated. Except for Scanning Claims based on Verizon's gross negligence or willful misconduct, Customer agrees to assume, and to excuse Verizon from, legal and financial responsibility for the Scanning Risks including any loss, damages, liabilities, costs and expenses (including legal expenses and the expenses of other professionals) as may be incurred by Verizon, from any claim attributable to or arising out of Verizon's "Network Scanning" (each, a "Scanning Claim") including, without limitation, "Network Scanning" to analyze assets that are not controlled directly by Customer (e.g., servers hosted by third parties).
- 17. Purchase Order.** The terms and conditions contained in any Customer Purchase Order are void and of no effect and, will not supersede any terms and conditions contained herein or in any applicable Service Exhibit.
- 18. Independent Contractors.** The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Cybertrust and Customer. Neither party has the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.
- 19. Customer Policies.** When working at Customer facilities, Cybertrust shall substantially comply with reasonable customer policies for safety and fitness for duty, including policies related to drugs and alcoholic beverages, that are disclosed in writing to Cybertrust before execution of this SSA or an affected Service Exhibit. Cybertrust will comply with reasonable written customer travel expense policies provided in writing to Cybertrust before signature of this SSA or an affected Service Exhibit by the parties.
- 20. Customer Acknowledgement.** Customer accepts and agrees that Professional Services relating to security are only one component of Customer's overall security program and are not a comprehensive security solution, and Customer is always responsible for exercising care reasonable under the circumstances in monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard. Customer acknowledges, in particular, that (a) it is impossible to detect, disclose and/or resolve every vulnerability or security hazard, (b) that unauthorized access may occur and (c) that impenetrable security can not be attained.
- 21. Risks Associated with Assessment Services.** Professional Services relating to security may include penetration testing, ethical hacking, scanning, vulnerability assessment, war dialing, social engineering or similar activities ("Assessment Services") targeting certain IP addresses, network domains or segments, telecommunications, hardware, software or other utilities, applications, processes, data, groups or individuals ("Service Target"). Assessment Services may also include testing the effectiveness of the security policies, training, procedures and controls of Customer's organization or the organization of a third party, whether an outside service provider to Customer or another type of Customer business partner ("Customer OSP"), and/or testing and auditing the security awareness of Customer's and Customer OSP's employees and personnel. Such activities also include deceptive testing activities to gain "unauthorized access" to Customer's network systems or confidential security related information ("CS Information"). Such "unauthorized access" is used to describe Verizon's attempts to gain access to Customer's network and information through testing activities that are not authorized by Customer's network security policies so as to exploit Customer's network and CS

Information security vulnerabilities. Reference to “unauthorized access” does not mean that Customer has prohibited authorization of the testing activities themselves. Customer acknowledges that certain risks are inherent in Assessment Services and, without limiting the foregoing, that Assessment Services may, in some circumstances, result in adverse consequences including, without limitation, performance degradation, loss of, disruption to or unavailability of, the Service Target or loss of connection, data or utilities. Customer agrees to assume all risk for any adverse consequences resulting from or associated with: (a) the Assessment Services; and (b) the timeframe within which it elects or authorizes Verizon Business to perform the Assessment Services. Verizon shall take reasonable steps to mitigate risks from Assessment Services; however, Customer understands that such risks cannot be eliminated. Customer agrees to indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable attorneys’ fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Verizon’s performance of the Assessment Services, including, without limitation, assessment of assets that are not controlled directly by Customer (e.g., servers hosted by third parties). The foregoing indemnity does not apply to the extent any such loss, damage, liability cost or expense arises from Verizon’s actions or omissions that are or are found to be (a) knowingly outside the scope of the Assessment Services agreed upon, or (ii) reckless, wanton, malicious, illegal or deliberately negligent.

**PROFESSIONAL SECURITY SERVICES EXHIBIT E -1
SECURITY SERVICE ATTACHMENT E (SSA)**

1. Scope of Services.

- 1.1 Service Provider. The products and services under this Professional Security Services Exhibit E-1 (referred to herein as “Service Exhibit” “Statement of Services” or “SOS”) and related Statements of Work (“SOW”s) are provided by Cybertrust, Inc, (referred to herein as “Cybertrust” or “Verizon”) except as otherwise explicitly noted. The Professional Security Services may be abbreviated and referred to herein as “PS” or “PS Services”.
- 1.2 Professional Security Services (PS) and Equipment. Cybertrust will provide the technical and consultative services, as well as deliver any reports or other deliverables (collectively, “Deliverables”), specified in the applicable SOWs agreed to under this SOS. Such services and Deliverables are collectively referred to in this SOS as the “PS Services;” the PS Services under a particular SOW are referred to as a “Project”. The following are some Professional Security Services Cybertrust may provide under this Exhibit E-1. Service-specific descriptions would be set out in the applicable SOW. A Statement of Work is required for Professional Security Services ordered.

- Application Vulnerability Assessment
- Application Security Review
- Application Source Code Review
- Secure Application Development Training
- Penetration Testing
- Network Vulnerability Assessment
- Application Penetration Testing
- VOIP Vulnerability Assessment
- Wireless Vulnerability Assessment
- WarDialing

- Payment Card Industry: (PCI)
- PCI Gap Analysis
- PCI Assessment
- PCI Remediation Validation

- Business Security Assessment (ISO-based)
- Identity & Access Management (IAM) (Roadmap & Strategy)
- Network Access Control (Roadmap, Strategy & Implementation)
- Data Protection and DLP (Roadmap, Strategy & Implementation)
- Business Continuity (Design, Planning & Testing)
- Security Operation Center (Quality Assurance Program)
- Security Operation Center (Design, Implementation and Consultation)
- Quantitative Risk Management
- Management Action Plan
- Risk Register
- Engagement Management Services

During the Term Period of the SSA, Customer may order Services pursuant to a Statement of Work, which shall be signed and dated by authorized representatives of Customer and Verizon. The rates and charges for the Services are set out in Exhibit E-1A and such rates and charges

shall be firm for Services ordered during the Term Period of the SSA. In the event a specific Statement of Work includes work or services outside the scope of the rates and charges in Exhibit E-1A, then such work or services with additional rates and charges will be set out in the Statement of Work and implemented only upon the mutual written consent of Customer and Cybertrust as evidenced by their signatures on the applicable Statement of Work. In any event, all Services ordered under this Exhibit E-1 will require a Statement of Work signed and dated by Customer and Cybertrust. (A sample Statement of Work is included as Exhibit E-1B). The Statement of Work shall incorporate the terms and conditions of the SSA, this Exhibit E-1, the applicable Service Description from the list above, and shall set out the specific Service to be provided, the applicable rates and charges, the period of performance, the location for Services, and all other necessary information required by Cybertrust for the provision of the Service. Invoicing and payment shall be as set out in the SSA.

- 1.3 Engagement Management and Methodology. Cybertrust will perform the PS Services under the oversight of an engagement manager responsible for quality control, schedule and budget. The methodologies to be used for each Project will be based on Cybertrust's security expertise, research, applicable best practices, and the Customer's particular circumstances. A general description of common elements of Cybertrust PS engagements follows, although the particular details of each will vary by Project, as specified in the applicable SOW.
 - 1.3.1 Plan. Each PS engagement starts with meeting to review and document of the parties' common understanding of the following subjects:
 - Points of contact (e.g., the engagement team and Customer project coordinator)
 - Customer requirements and Project scope
 - Methods (e.g., interviews, observation, testing, walk-throughs)
 - Resources needed, including documentation (e.g., prior work papers, policies, standards, work flows, process flows, architecture diagrams), people (e.g., information security, business owners, applications owners, operations, information technology, human resources), access (e.g., physical, LAN, systems access)
 - Schedule (e.g., expected person-hours to be spent, interview schedule, dates for deliverables)
 - 1.3.2 Investigation, Status Reports and Feedback. Cybertrust will investigate the matters specified in the SOW, communicate regularly on its work status and findings, and request Customer feedback as appropriate.
 - 1.3.3 Analysis and Preliminary Findings Report. Cybertrust will analyze the data obtained through the steps noted above, report its preliminary findings and recommendations, and request Customer feedback. Cybertrust will also submit its preliminary report to internal peer and management review.
 - 1.3.4 Final Report. Cybertrust will analyze the additional information received and provide a final written report, including an executive summary, findings, and recommendations). Cybertrust will present and discuss key aspects of that report with Customer either face-to-face or by conference call.
 - 1.3.5 Implementation (where applicable). If an SOW includes it, Cybertrust will implement the security solution specified in the SOW (including training where appropriate).
- 1.4 SOWs and Terms & Conditions. The SOW, as supplemented by this SOS, and the Security Services Agreement ("SSA"), (collectively, the "Agreement as used herein") sets forth the terms and conditions for each Project. To the extent there is any conflict between an SOW, the SOS and the SSA, the order of precedence is (a) SOS, (b) SSA and (c) SOW. All SOWs must be in writing, follow the format of the attached SOW template (including all required information and

Conditions, as defined below), be signed by an authorized representative of each party, and refer to the Agreement by number or by title and date. SOWs may include Customer purchase orders as part of its documentation but any terms and conditions contained in purchase orders are rejected, void and have no force or effect.

- 1.5 Conditions. An SOW may identify key expectations on which the SOW is based (“Conditions”). Each Party will notify the other promptly if it determines that it a Condition has not been met or is unlikely to be met. If Cybertrust reasonably determines that it has been materially and adversely affected by the failure of a Condition to be met, and Cybertrust proposes an SOW amendment to cure it, the parties will work diligently to reach agreement on an SOW amendment to cure the material, adverse effect on Cybertrust, and Cybertrust may suspend work on the Project until the parties have reached that agreement. The preceding sentence does not apply if Cybertrust reasonably could have caused the Condition to be met but did not.
- 1.6 Changes to SOWs.
 - 1.6.1 Either party may propose a change to an SOW by having its designated “Engagement Manager“ or Project Manager” (“EM/PM”) submit a written Project Change Control Form to the other party’s Engagement Manager/Project Manager. All writings under this process may be by email.
 - 1.6.2 The Cybertrust EM/PM logs the Project Change Control Form and assigns it a unique Log number. Where Cybertrust pays the cost of evaluating the change, 1.6.3 and 1.6.4 below do not apply.
 - 1.6.3 The Cybertrust EM/PM notifies the Customer EM/PM in writing of the cost for Cybertrust to evaluate the requested change, as well as any schedule and other impacts to the SOW (“Cybertrust Change Evaluation Quote”).
 - 1.6.4 If Customer agrees in writing to the Cybertrust Change Evaluation Quote, then Cybertrust shall perform the evaluation.
 - 1.6.5 Upon completion of Cybertrust’s evaluation, Cybertrust’s EM/PM provides Customer’s EM/PM with a proposed SOW amendment, which describes the proposed changes to the Project, including to its costs and schedules.
 - 1.6.6 If Customer agrees in writing to the SOW amendment, then the SOW is thereby deemed amended and both parties will perform their obligations under the SOW as amended.
- 1.7 Performance. Cybertrust controls the means, methods, places and time of its performance of the PS Services (including the use of subcontractors and consultants); references to “Cybertrust” or “Verizon” in this Agreement include all Cybertrust/Verizon agents and contractors. While working on a Customer site, Cybertrust will abide by Customer’s stated security rules for the site. Except to the extent an SOW specifies otherwise, delivery of any CPE and licensed software will be F.O.B. point of origin and risk of loss will pass to Customer at that time. The SOW will specify the acceptance process and criteria, if any. Except as stated otherwise in an SOW, the PS Services will be deemed completed and accepted no later than 10 days after the date of Cybertrust’s last invoice for the Project.
2. Customer Obligations. Customer agrees to provide working space and facilities and any other assistance and support that Cybertrust may reasonably request in order to perform the PS Services. Customer will (a) make any systems to be tested as part of the PS Services available through the duration of the testing period; (b) ensure that any systems to be tested will have normal operating throughput; (c) make any systems to be tested available from the Internet, or provide alternative means

of connectivity to the Cybertrust testing laboratory; (d) provide all systems, policy, process and other documentation reasonably requested, (e) make available all necessary personnel (including Customer customers, business partners, and vendors, as appropriate) to Cybertrust during the period of performance; (f) provide Cybertrust with a list of appropriate contact personnel including after-hours emergency contact numbers; and (f) participate in meetings requested by Cybertrust as may be reasonably required to perform the PS Services. Customer shall comply with all obligations set forth in this service attachment and related SOWs and Master Terms, including all obligations set forth in any end user software licenses for software provided by Cybertrust. Cybertrust is not responsible for any failure or delay resulting from Customer's failure to fulfill its obligations under the Agreement in a timely manner.

3. Term. Either party may terminate an SOW (even before it is completed) according to the same terms under which the Agreement could be terminated, except to the extent the SOW states otherwise. Upon termination of an SOW or the Agreement for any reason, each party will promptly return to the other all copies of any data, records, or materials of whatever nature or kind, owned by the other party (or its subcontractors, consultants, or suppliers). Cybertrust also will furnish to Customer any Customer-owned work in progress for which payment has been received. Cybertrust may terminate an SOW if the parties have not agreed on a proposed SOW amendment to cure the material and adverse effect on Cybertrust from an unmet Condition within 45 days of Cybertrust providing it to Customer.
4. Payment. Cybertrust will submit invoices to Customer for amounts due under the SOW. Payment terms may include recurring, nonrecurring, work time (per hour), materials, travel, lodging, shipping, handling, insurance and other charges, as provided in the SOW. If an SOW is terminated, Cybertrust will invoice and Customer will pay Cybertrust for the Project in progress based on the percentage of the Project, Deliverables, milestones, or other appropriate measure of work then completed (without limiting other remedies under the Agreement or the law).
5. Confidentiality. Cybertrust may disclose Confidential Information to subcontractors and consultants for the purpose of performing the PS Services.
6. Customer's Use of Deliverables.
 - 6.1 License to use Deliverables. Cybertrust grants to Customer a non-exclusive, nontransferable, license to use any Deliverables solely for Customer's internal business purposes during the term of any related Cybertrust service, including the right to make a reasonable number of copies of such Deliverable, if applicable, except as otherwise agreed to in an SOW.
 - 6.2 Ownership and Confidentiality of Deliverables. As between Cybertrust and Customer, all right, title and interest in any Deliverable is owned by Cybertrust and/or its suppliers and any information, materials, methodologies or know-how used by Cybertrust in connection with any Deliverable, is the Confidential Information of Cybertrust and/or its suppliers or subcontractors, except for (a) any Customer-owned information or materials that pre-existed the signing of this Agreement and/or that may be embedded in any Deliverable, and (b) as otherwise agreed to in an SOW.
 - 6.3 Cybertrust Reservation of Rights. Except as expressly granted herein, Customer receives no ownership, license, or other interest in any intellectual property created or delivered by Cybertrust, whether in connection with its performance of this Agreement or otherwise.
7. Warranties and Disclaimers.
 - 7.1 Cybertrust Warranty. Cybertrust warrants that it will perform each Project in a good and workmanlike manner substantially in accordance with accepted industry standards, and that any Deliverables will comply with the specifications agreed to by the parties in an SOW.

- 7.2 **Customer Warranty.** Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Cybertrust access to, any programs, systems, data, materials or other information furnished by Customer to Cybertrust for the purpose of enabling Cybertrust to perform the PS Services. Customer warrants that it owns and/or has the authority to engage Cybertrust to perform the PS Services on any IP addresses or domain provided by Customer to Cybertrust. Customer hereby assumes the sole responsible for the accuracy of the IP addresses and domains provided to Cybertrust.
- 7.3 **Cybertrust's Disclaimer of Warranties.** The disclaimer of warranties in the SSA applies to this SOS (without limitation). Any Cybertrust warranty applies to customer only. Customer acknowledges in particular that (a) PS Services are only one component of Customer's overall security program and are not a comprehensive security solution; (b) there is no guarantee that PS Services will be uninterrupted or error-free, that networks or systems relying on or otherwise related to PS Services will be secure, or that PS Services will meet any Customer requirements not specified in the applicable SOW; and (c) there is no guarantee that any communications relying on or otherwise related to PS Services will be private. Customer acknowledges that it is not relying on any representations or warranties made by a manufacturer except for those warranties expressly made in a software end user license agreement (if applicable to Customer). This provision does not limit any rights in elements of Deliverables granted to Customer by an equipment manufacturer or other third party through separate license or warranty agreement which pass through to the Customer.
- 8 **Social Engineering.** When applicable to the Professional Security Services to be provided by Cybertrust, the following provision concerning Social Engineering shall apply to such Services: Customer understands that the activities associated with a social engineering assessment (the "Social Engineering Assessment") are intended to uncover weaknesses in security awareness training and education and adherence to established information security policies as more specifically described in an SOW for those services. Such activities include deceptive testing activities to gain "unauthorized access" to Customer's network systems or confidential security related information ("CS Information"). Such "unauthorized access" is used to describe Cybertrust's attempts to gain access to Customer's network and Information through testing activities that are not authorized by Customer's network security policies so as to exploit Customer's network and CS Information security vulnerabilities. Reference to "unauthorized access" does not mean that Customer has prohibited authorization of the testing activities themselves. Customer warrants that at the time it orders Social Engineering Assessment, Customer will have obtained all required consents, licenses and other permissions and have the authority to authorize Cybertrust to perform the Services, including accessing the CS Information from Customer's employees, business partners and systems (including any third party networks and systems) and accessing any and all required programs, data and other information located on or in the site(s) identified in the applicable SOW. Accordingly, Customer hereby specifically authorizes Cybertrust to perform all such testing activities identified in an SOW for Social Engineering Assessment. Customer also agrees to indemnify, defend and hold Cybertrust, its affiliates, subcontractors, directors, employees and shareholders harmless from any claim arising from any risks, claims or judgments resulting directly or indirectly from Cybertrust's provision of the Social Engineering Assessment and/or use of testing activities to gain "unauthorized access".
- 9 **Interconnection.** Customer will permit Cybertrust to connect diagnostic software and equipment ("Diagnostic Facilities") to Customer's communications network and equipment ("Customer Network") for purposes of performing the PS Services. Cybertrust has no liability or obligation for: (a) the installation, operation or maintenance of the Customer Network; (b) the availability, capacity and/or condition of the Customer Network; or (c) any adverse impact of the PS Services on the Customer Network. The Diagnostic Facilities will remain the property of Cybertrust, and Customer will not have any right or interest in them. Customer may not move, alter, or attach anything to the Diagnostic Facilities without Cybertrust's prior written consent. Customer is responsible for any damage to or loss of the Diagnostic Facilities from all causes, unless caused solely by Cybertrust's negligence or willful misconduct.

10. Independent Contractors. The parties are independent contractors to one another, and nothing in this Agreement creates an agency, partnership, or joint venture relationship between them. Nothing in this Agreement creates an employer-employee relationship between Customer and either Cybertrust or any employee or agent of Cybertrust.

11. Geographic Limitations; Export and Legal Compliance. PS Services are offered and will be provided only within the United States, for use in the United States, by customers incorporated in the United States, under an Agreement governed by the laws of one of the United States. Customer acknowledges that certain equipment, software and technical data which may be provided under this Schedule may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the U.S. or any other country. Customer shall not export, re-export, transfer, retransfer, release, download, transmit or otherwise divert any such equipment, software, technical data or any direct product thereof in violation of any such laws. Customer shall comply with all laws and regulations, including but not limited to import and custom laws and regulations.

**PROFESSIONAL SECURITY SERVICES EXHIBIT E -1A
RATES AND CHARGES
SECURITY SERVICE ATTACHMENT E (SSA)**

Professional Security Services Rates and Charges

The rates and charges for the Professional Security Services are set out in Exhibit E-1A and such rates and charges shall be firm for Services ordered during the Term Period of the SSA. The applicable rates and charges shall be included in the Statement of Work consistent with the specific Professional Security Services ordered by Customer

PS Practice Area	Hourly Rate Range
IT Solutions	\$166
Security Solutions	\$190-\$270
Network Services	\$66.50-\$251

IT Solutions

Role	Hourly Rate
Associate Consultant	\$162
Consultant	\$181
Sr. Consultant	\$190
Executive Consultant	\$214
Project Manager	\$190
Prinicpal	\$238
Managing Principal	\$261

Role	Hourly Rate
Subcontractor	\$214
Associate Consultant	\$190
Consultant	\$190
Sr. Consultant	\$190
Executive Consultant	\$214
Project Manager	\$190
Prinicpal	\$225
Managing Principal	\$238

Role	Hourly Rate
Subcontractor	\$190
Associate Consultant	\$190
Consultant	\$200
Sr. Consultant	\$209
Executive Consultant	\$235

Project Manager	\$200
Prinicpal	\$223
Managing Principal	\$261

Security Solutions - Security Services

Role	Hourly Rate
Associate Consultant	\$190
Consultant	\$190
Sr. Consultant	\$200
Executive Consultant	\$214
Project Manager	\$190
Prinicpal	\$214
Managing Principal	\$238

Security Solutions - PCI

Role	Hourly Rate
Sr. Consultant	\$214

Network Services

Role	Hourly Rate
Network Engineering and Data Center Services	\$66.50-\$209
Project/Program Management	\$73-\$141
Operations	\$75-\$185
System Integration & Application Development	\$185
Communications	\$134

**PROFESSIONAL SECURITY SERVICES EXHIBIT E -1B
SAMPLE STATEMENT OF WORK
SECURITY SERVICE ATTACHMENT E (SSA)**

Verizon Business Network Services Inc. 22001 Loudoun County Parkway Ashburn, VA 20147 By: Name: Title: Date:	CUSTOMER'S LEGAL NAME ("Customer"): Address By: Name: Title: Date:
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This Statement of Work ("SOW") amends and is made a part of the SSA and the Professional Security Services Exhibit E-1 (Statement of Services) (collectively "Agreement"), entered between Cybertrust, Inc. and Customer (Contract ID number) on _____, 2011. Unless expressly stated otherwise in this SOW, all of the terms and conditions of the SSA and the Professional Security Services Exhibit E-1 attached and incorporated hereto that relate to the PS Services also apply.

1. Description of Project.
 - 1.1 PS Services.
 - 1.2 Scope of Work.
2. Deliverables and Documentation (if any) to be Produced by Cybertrust.
3. Documentation to be Produced by Customer and Customer Obligations (if any).
4. Conditions (if any).
5. Pricing.
 - 5.1 Fee (Choose One):
Fixed price _____
or
Time and Materials _____
 - 5.2 Expenses (if applicable).
 - 5.3 Customer Purchase Order Requirements (if any).
6. Term of SOW.
7. Acceptance Testing Criteria for the Service or Deliverable(s) if Applicable.

**ONLINE COMPLIANCE PROGRAM (OCP) SECURITY SERVICES EXHIBIT E -2
SECURITY SERVICE ATTACHMENT E (SSA)**

I. Scope of Services and Order Summary:

A detailed project description for the OnLine Compliance Program Services can be found in the Service Description which are attached as Exhibit E-2C.

Unless otherwise stated in a Statement of Work, the OnLine Compliance Program Services (abbreviated in this Exhibit E-2, "Services") are provided by Cybertrust Inc. (referred to herein as "Cybertrust" or "Verizon"). During the Term Period of the SSA, Customer may order Services pursuant to a Statement of Work, which shall be signed and dated by authorized representatives of Customer and Verizon. The rates and charges for the Services are set out in Exhibit E-2A and such rates and charges shall be firm for Services ordered during the Term Period of the SSA. In the event a specific Statement of Work includes work or services outside the scope of the rates and charges in Exhibit E-2A, then such work or services with additional rates and charges will be set out in the Statement of Work and implemented only upon the mutual written consent of Customer and Cybertrust as evidenced by their signatures on the applicable Statement of Work. In any event, all Services ordered under this Exhibit E-2 will require a Statement of Work signed and dated by Customer and Cybertrust. (A sample Statement of Work is included as Exhibit E-2B). The Statement of Work shall incorporate the terms and conditions of the SSA, this Exhibit E-2, the applicable Service Description from the list above, and shall set out the specific Service to be provided, the applicable rates and charges, the period of performance, the location for Services, and all other necessary information required by Cybertrust for the provision of the Service. The Services are Fixed Price and all prices shall be invoiced in accordance with the 'Payment Terms' as set out in the SSA. The Statement of Work shall include an order summary in a form similar to the following ("#" used as a placeholder for applicable unit information; "XXXX" used as a placeholder for applicable pricing information):

• Service Description	• Number of Units	• Price (per Unit)	• Total
• Payment Card Industry (PCI) On-Site Assessment	• # Data Center	• \$XXXX	• \$XXXX
• Online Compliance Program Merchant Dashboard Subscription (OCP)	• # Dashbd	• \$XXXX	• \$XXXX
• Scan Package for Merchant Dashboard	• ## Scan Pkgs	• \$XXXX	• \$XXXX
• (Total of ## Scans Included)			
• Total	•	•	• \$XXXX

• Notes:

- Customer's approval of the Statement of Work constitutes authorization for the incurrence and reimbursement of the necessary expenses.
- Applicable sales taxes will be billed separately on the invoice.

II Term Period or Period of Performance

This Service Exhibit E-2 will become effective as of the effective date of the SSA. Statements of Work implementing orders for Service will be effective as of the date last signed by Customer and Cybertrust (Service or SOW Effective Date).

For the On-Site Assessment Service outlined above, Customer will be contacted within 5 business days of the SOW Effective Date to initiate the Services. During this time, Customer and Cybertrust will determine a date for the On-Site Assessment to begin. From the start date of the On-Site Assessment, Cybertrust will provide an Initial Report of Compliance within 6 weeks.

Unless otherwise set out in the SOW, the On-Site Assessment Services stated above shall be completed no later than 8 months from the SOW Effective Date.

The OCP Dashboard and Scan Service(s) stated above shall begin on the SOW Effective Date and continue for a period of twelve (12) consecutive months.

III. Service-Specific Terms and Conditions.

In addition to the terms and conditions of the SSA and applicable Statement of Work, the following additional terms and conditions shall apply to the provision of the Services contemplated by this Service Exhibit (the "Services"):

1. Intellectual Property Rights

In conjunction with SSA Section 6, the Statement of Work will specifically identify any Custom Material, which shall be a deliverable Verizon creates uniquely for Customer's sole use (each, a "Custom Material") in accordance with this Service Exhibit. A Custom Material shall not constitute a Technical Element. The Statement of Work will specifically identify and define any Custom Material which would be deemed a "Work Made For Hire" under the Copyright Act of 1976.

2. Representations

Except as otherwise stated herein, the Services and the deliverables provided by Verizon are provided "AS IS". For any third party products or services, Customer shall receive only the warranties offered by such third party to the extent Verizon may pass through such warranties to Customer.

3. Confidential Information

In conjunction with SSA Section 11, the following additional terms and conditions apply to the Services under this Exhibit E-2:

3.1 Methods; Systems; Reports. Customer acknowledges that the following information shall constitute "Confidential Information" under the Agreement: (a) the methods, systems, data and materials used or provided by Verizon in connection with the provision of the Services; and (b) the results of Verizon's assessment of Customer and all reports issued by Verizon in connection with such results. The term "Confidential Information" shall not include information that is (a) expressly excluded from the definition of "Confidential Information" under the Agreement; or (b) comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify Customer or Customer's computer network or computer systems.

3.2 Permitted Use. Verizon shall have the right to disclose Customer's Confidential Information to a "Qualified Consultant." For purposes of this Service Attachment, "Qualified Consultant" means a consultant who (a) is engaged by Verizon to assist Verizon in connection with the provision of the Services, (b) agrees in writing to use Customer's Confidential Information only in connection with the provision of the Services, and (c) agrees in writing to be bound by substantially the same terms and conditions contained in the Agreement regarding the use, disclosure and the protection from disclosure of Customer's Confidential Information.

4. Customer Information

Customer shall be responsible for, and Verizon may rely upon, the accuracy, timeliness and completeness of all data, reports and other information Customer supplies. Customer will make available to Verizon its computer programs, data and documentation required by Verizon to perform the Services. Customer shall obtain all governmental approvals, licenses, and permits necessary for completion of the Services, if any. Customer shall prepare any installation site in accordance with Verizon's instructions to ensure that any equipment that interfaces with Customer's computer system operates in accordance with the manufacturer's specifications. If Customer fails to make any preparations required by this Service Attachment and this failure causes Verizon to incur costs during

the implementation or provision of the Services, then Customer agrees to reimburse Verizon promptly for these costs.

5. No Third Party Beneficiaries.

Except as expressly set forth herein, nothing in this Service Exhibit or implementing SOW, express or implied, shall be construed to confer any rights, legal or equitable, in any person or entity other than the parties hereto and their respective successors and permitted assigns.

IV. Payment Terms

In conjunction with SSA Section 4, Payment terms for the Charges in the SOW shall be net 30 days from the SOW Effective Date unless otherwise stated in the applicable SOW.

Travel and other reasonable expenses incurred in relation to the Services provided under this Service Exhibit shall be invoiced to Customer on a monthly basis in arrears. Customer's approval of an SOW under this Service Exhibit this Service Exhibit constitutes authorization for the incurrence and reimbursement of the necessary expenses.

Applicable sale taxes will be billed separately on the invoice.

V. Purchase Order (Customer shall indicate Purchase Order Requirements below)

The Customer's internal procedures require that the Customer issues a Purchase Order to process invoices and / or payment:

Yes (If Yes, a copy of the PO is required at the time of signature)
Purchase Order #: _____
 No (If no, please provide invoice address below)

• Invoice Address

- Company:
- Name:
- Address:
- City/State/Zip:

Note: As set out in SSA Section 17, any Terms and Conditions contained on or within a Purchase Order provided by Customer shall be deemed invalid, and only the Terms and Conditions referenced herein, including the SSA, and agreed to between the parties shall apply.

**ONLINE COMPLIANCE PROGRAM (OCP) SECURITY SERVICES EXHIBIT E -2A
RATES AND CHARGES
SECURITY SERVICE ATTACHMENT E (SSA)**

Online Compliance Program (OCP) Services Rates and Charges

The rates and charges for the Services are set out in Exhibit E-2A and such rates and charges shall be firm for Services ordered during the Term Period of the SSA. The applicable rates and charges shall be included in the Statement of Work consistent with the specific OCP Service(s) ordered by Customer.

Online Compliance Program (OCP) for Payment Card Industry (PCI)			
Merchant/Service Provider Service Options	Unit of Measure	NRC Price	MRC Price
OCP Merchants & Service Providers (OCP-M/SP) with Scanning (Includes 8 IP Addresses)	Per Merchant Dashboard	N/A	\$41.67
OCP for Merchants and Service Providers (OCP-M/SP) without Scanning (IP Address Subscription Optional)	Per Merchant Dashboard	N/A	\$32.92
Additional IP Address Subscription Up to 49 IP Addresses	Per IP Address	N/A	\$1.08
Additional IP Address Subscription Up to 249 (minimum 50) IP Addresses	Per IP Address	N/A	\$1.00
Additional IP Address Subscription Up to 999 (minimum 250) IP Addresses	Per IP Address	N/A	\$0.92
Additional IP Address Subscription Up to 1,499 (minimum 1,000) IP Addresses	Per IP Address	N/A	\$0.83
Additional IP Address Subscription 1,500 IP Addresses and Above	Per IP Address	N/A	\$0.75

Compliance Monitor (CM) Service Options	Unit of Measure	NRC Price	MRC Price
OCP for PCI Compliance Managers (OCP-CM) 1- 25 Merchants	Per CM Dashboard	N/A	\$125.00
OCP for PCI Compliance Managers (OCP-CM) 26-50 Merchant	Per CM Dashboard	N/A	\$208.33
OCP for PCI Compliance Managers (OCP-CM) 51-100 Merchants	Per CM Dashboard	N/A	\$291.67
OCP for PCI Compliance Managers (OCP-CM) 101 -300 Merchants	Per CM Dashboard	N/A	\$416.67
OCP for PCI Compliance Managers (OCP-CM) 301-500 Merchants	Per CM Dashboard	N/A	\$500.00
OCP for PCI Compliance Managers (OCP-CM) 501 - 1000 Merchants	Per CM Dashboard	N/A	\$625.00
OCP for PCI Compliance Managers (OCP-CM) 1001 - 5000 Merchants	Per CM Dashboard	N/A	\$666.67
OCP for PCI Compliance Managers (OCP-CM) above 5000 Merchants	Per CM Dashboard	N/A	\$833.33

Optional Compliance Monitor (CM) Service Options

OCP Merchants & Service Providers (OCP-M/SP) with Scanning (Includes 8 IP Addresses) - CM Option	Per Merchant Dashboard	N/A	\$37.50
OCP for Merchants and Service Providers (OCP-M/SP) without Scanning (IP Address Subscription Optional) - CM Option	Per Merchant Dashboard	N/A	\$29.63
Additional IP Address Subscription Up to 49 IP Addresses - CM Option	Per IP Address	N/A	\$0.97
Additional IP Address Subscription Up to 249 (minimum 50) IP Addresses - CM Option	Per IP Address	N/A	\$0.90
Additional IP Address Subscription Up to 999 (minimum 250) IP Addresses - CM Option	Per IP Address	N/A	\$0.83
Additional IP Address Subscription Up to 1,499 (minimum 1,000) IP Addresses - CM Option	Per IP Address	N/A	\$0.75
Additional IP Address Subscription 1,500 IP Addresses and Above - CM Option	Per IP Address	N/A	\$0.68

**ONLINE COMPLIANCE PROGRAM (OCP) SECURITY SERVICES EXHIBIT E -2B
 SAMPLE STATEMENT OF WORK
 SECURITY SERVICE ATTACHMENT E (SSA)**

STATEMENT OF WORK NO. E-2B
 TO ONLINE COMPLIANCE PROGRAM (OCP) SECURITY SERVICES EXHIBIT E-2

Verizon Business Network Services Inc. on CUSTOMER'S LEGAL NAME ("Customer"):
 behalf of Cybertrust, Inc.
 22001 Loudoun County Parkway Address
 Ashburn, VA 20147 By:
 By: Name:
 Name: Title:
 Title: Date:
 Date:

This Statement of Work ("SOW") amends and is made a part of the SSA and the Online Compliance Security Services Exhibit E-2 (Statement of Services) (collectively "Agreement"), entered between Cybertrust, Inc. and Customer (Contract ID number) on _____, 2011. Unless expressly stated otherwise in this SOW, all of the terms and conditions of the SSA and the Online Compliance Program Security Services Exhibit E-2 are incorporated herein.

1. Description of Project.
 - 1.1 OCP Services.
 - 1.2 Scope of Work. (including locations)
2. Deliverables and Documentation (if any) to be Produced by Cybertrust.
3. Documentation to be Produced by Customer and Customer Obligations (if any).
4. Conditions (if any).
5. Pricing.

5.1

• Service Description	• Number of Units	• Price (per Unit)	• Total
• Payment Card Industry (PCI) On-Site Assessment	• # Data Center	• \$XXXX	• \$XXXX
• Online Compliance Program Merchant Dashboard Subscription (OCP)	• # Dashbds	• \$XXXX	• \$XXXX
• Scan Package for Merchant Dashboard	• ## Scan Pkgs	• \$XXXX	• \$XXXX
• (Total of ## Scans Included)			

- Total • • • \$XXXX

- Notes:

- Customer's approval of the Statement of Work constitutes authorization for the incurrence and reimbursement of the necessary expenses.
- Applicable sales taxes will be billed separately on the invoice.

5.2 Expenses (if applicable).

5.3 Customer Purchase Order Requirements (if any).

The Customer's internal procedures require that the Customer issues a Purchase Order to process invoices and / or payment:

- Yes (If Yes, a copy of the PO is required at the time of signature)
Purchase Order #: _____
- No (If no, please provide invoice address below)

- Invoice Address

- Company:
- Name:
- Address:
- City/State/Zip:

6. Term of SOW.

7. Acceptance Testing Criteria for the Service or Deliverable(s) if Applicable.

**ONLINE COMPLIANCE PROGRAM (OCP) SECURITY SERVICES EXHIBIT E -2C
ONLINE COMPLIANCE PROGRAM SERVICE DESCRIPTION
SECURITY SERVICE ATTACHMENT E (SSA)**

Verizon Online Compliance Program for PCI (November 2010)

Service Description for Cardholder Data Handlers

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Confidentiality

This document contains confidential information of Verizon Business and its licensors and suppliers. You may not disclose this information to any third party without the prior written permission of Cybertrust.

1. General Introduction

The Payment Card Industry Data Security Standard (PCI DSS) was designed by the card payment brands (i.e. MasterCard, VISA, American Express, Discover, and JCB) to help protect cardholder data and reduce credit card fraud. The PCI Security Standards Council, the body that manages the PCI DSS, requires that any organization that transmits, processes, and/or stores credit card data be compliant with the requirements of the PCI DSS.

The PCI DSS recognizes that security is a process, not a static implementation. It sets certain requirements regarding the security measures and controls that a merchant or payment service provider or other type of organization (called a cardholder data handler or CDH) that stores, processes and/or transmits cardholder data and information must have in place to comply with the standard.

The card payment brands categorize merchants according to a risk profile level, and requirements for demonstrating PCI compliance vary according to that level. PCI Merchant levels range from 1 through 4 depending on the number of credit card transactions processed by the merchant on an annual basis.

Merchant and Payment Service Provider level definitions can be reviewed on the card brand web sites. To help our customers fully understand the PCI DSS and its requirements and to assist them in meeting those requirements to achieve and maintain PCI compliance, we have developed two complementary offerings:

Our Online Compliance Program (OCP) provides you with a comprehensive solution to manage toward compliance with your PCI DSS, including vulnerability scanning and self-assessment.

Our PCI On-site Assessment service includes an on-site assessment and verification of the security measures and controls you have in place to protect the integrity of your infrastructure and cardholder data and information.

This document describes the components of these services and the processes by which they are delivered.

2. Online Compliance Program

2.1 Introduction

OCP is a comprehensive solution providing analytical tools that enable you to manage toward compliance with your PCI Data Security Standard. Depending on your risk profile and level, OCP includes the service components mentioned in the table below.

Service Components	High Risk	Low Risk
	Merchant: L1 PSP: L1	Merchant: L2, L3, L4 PSP: L2
PSP Portal	✓	✓
Self-assessment Questionnaire		✓
Vulnerability Scanning	✓	✓
PCI Statement of Compliance	✓	✓
Support	✓	✓

Depending on your risk profile and level as determined by Visa/MasterCard, you may be required to have an annual on-site assessment performed by an independent assessor. Such on-site assessment is not included in your subscription to OCP, but we can provide our PCI On-site Assessment service as mentioned below.

2.2 Portal Access

As part of OCP, you have access to the Verizon Partner Security Program (PSP) portal. This is a tool used to gauge and monitor compliance as well as to facilitate the quarterly PCI scanning process to identify vulnerabilities present on your Internet-visible infrastructure. Via the PSP portal, you can manage the quarterly vulnerability scan process and view scan results to recognize specific vulnerabilities and determine the remediation steps to be taken.

Further, you can view your overall compliance according to your level and generate a PCI Statement of Compliance for use in demonstrating compliance to appropriate third parties.

2.3 Self-assessment Questionnaire

The online PCI Self-assessment Questionnaire is a self-audit tool available within the OCP Dashboard that enables you to gather information on your environment in relation to your compliance with PCI requirements. Completion of the PCI Self-assessment Questionnaire is currently not required for Level 1 Merchants and Payment Service Providers.

2.4 Vulnerability Scanning

For PCI compliance, most merchants are required to regularly, and at least quarterly, scan their infrastructure's external-facing IPs. OCP's vulnerability scanning service gauges your PCI compliance by making a snapshot evaluation of your network's security posture and enabling proactive detection of vulnerabilities exploitable from the Internet.

From within the PSP Portal, you will provide information regarding the relevant range of your publicly addressable IP addresses and domains. For the purpose of ASV scanning, the PCI DSS requires vulnerability scanning of all externally accessible (Internet-facing) system components owned or utilized by the scan customer that are part of the cardholder data environment as well as any externally facing system component that provides a path to the cardholder data environment.

To validate scope, Verizon will run an initial discovery scan against the IP addresses and domains you provide prior to launching the vulnerability scan. We will contact you if the discovery scan returns other IP addresses and/or domains which may need to be included in your PCI scan

scope. You are ultimately responsible for defining the appropriate scope of the external vulnerability scan.

Following the discovery scan, Verizon will run vulnerability scans against the confirmed IP address range. Verizon will use commercially reasonable efforts to schedule vulnerability scans based during the scan window that you specify. You are responsible for providing scan scheduling options which will have minimum impact on your internal operations schedule. In most cases, the first step in the vulnerability scanning process is an initial scan to establish a vulnerability baseline, followed by subsequent scans to confirm that remediation actions have been successful. To assist in your quarterly scanning efforts, Verizon will support as many scans as are needed for you to demonstrate your compliance with the PCI DSS quarterly external scan requirement and produce the requisite quarterly PCI Scan Reports.

When scanning is complete, detected vulnerabilities are classified by both CVSS (Common Vulnerability Scoring System) score and the level of severity according to the PCI Standard as shown in the following table. To be PCI Compliant in a given vulnerability scanning area, a scan must not contain high-level vulnerabilities, or any vulnerability that indicate features or configurations that are in violation of the PCI DSS. Vulnerabilities with a CVSS score of four or higher will be marked as “non-compliant.”.

CVSS Score/Severity Level	Description
7.0-10.0 – High Risk	To achieve a passing scan, these vulnerabilities must be corrected and the environment must be re-scanned after the corrections (with a report that shows a passing scan). Organizations should take a risk-based approach to correct these types of vulnerabilities, starting with the most critical ones (rated 10.0), then those rated 9, followed by those rated 8, 7, etc., until all vulnerabilities rated 4.0 through 10.0 are corrected.
4.0 – 6.9 – Medium Risk	
0.0 – 3.9 – Low Risk	While passing scan results can be achieved with vulnerabilities rated 0.0 through 3.9, organizations are encouraged, but not required, to correct these vulnerabilities.

Because vulnerability scanning is an automated network auditing service, and thus is agnostic to the specifics of your network infrastructure, it may report a False Positive Result. This is a vulnerability that is either nonexistent within your infrastructure or one that has been cured or mitigated by your use of an alternative solution or compensating controls. If you have reason to believe that a False Positive Result has occurred, you may contact our Service Desk to open a claim and request a false positive investigation. Vulnerabilities found to be false positives will be appropriately noted in the ASV Scan Report and will not negatively impact a merchant’s PCI compliance status. However, the final determination of compliance resides with card payment brands (e.g. Visa/MasterCard).

The results from the scan will be reported to you through the PSP portal together with, where available, remediation recommendations for each identified vulnerability.

If an organization that is required to monitor your compliance status (such as your acquiring or issuing bank) also subscribes to OCP, your compliance status may also be reported to that organization through the PSP portal. However, we will not report your compliance status against requirements specific to that organization.

2.5 Support

Should you need assistance, consult the Help section of the PSP portal. This section contains general guidance notes on the use of the OCP service. If online Help does not resolve your query, send a support service request to the Service Desk by e-mail or phone. The Service Desk operates on a 24x7x365 basis. To help resolve your support service request, the Service Desk will need the following information:

- contact details of the requester, including name, phone number, e-mail address and company name;
- a clear and concise description of the support service requested;
- specific error codes and/or messages, if any, and
- the impact on the ability to use the OCP service.

For managing support service requests, we assign both impact severity and priority levels to each request in accordance with the following tables. The impact severity level is assigned according to how the issue affects your ability to use the OCP service, and the priority level is assigned according to urgency.

Impact Severity	Description
Critical	An issue that renders the OCP service unavailable or inoperable. Request for password or password reset to access the OCP Dashboard.
High	An issue that significantly impacts the use of the OCP service.
Low	An issue that requires attention but does not significantly impact the use of the OCP service.
None	An issue that does not influence the use of the OCP service.

Priority	Description
Critical to high	Support service request to restore or regain access to OCP service.
Moderate	Support service request related to the correct functioning of the OCP service. Support request related to one or more vulnerabilities or possible threats preventing compliance.
Low	Support service request not covered by higher priorities. Request for information or interpretation assistance. Request for additional services such as consultancy.

A four-tiered response structure

Taking into account both impact severity and priority, Verizon Business manages your support issues at four response tier levels. These levels reflect ascending orders of difficulty, with Tier 1 being the lowest and Tier 4 being the highest.

Each tier level is handled by Verizon Business specialists with different gradations of expertise and responsibility. Tier 1 specialists, adept in handling the most frequently encountered issues, are trained to respond with speed and effectiveness. Tiers 2 through 4 are staffed by analysts with correspondingly greater experience in analyzing and remedying complex and emerging OCP issues. Verizon Business analysts handle all support calls with the highest urgency, but since the issues dealt with on the upper tier levels are likely to be more challenging, responses and remedies are likely to take more time. Anticipated frequency of contact is explained in the following table:

Response tier level	Description
Tier 1	E-mail acknowledgement within two hours of initial contact. Response and attempted resolution within four hours.
Tier 2	E-mail acknowledgement within four hours. Progress update every 24 hours. 48 hours attempted resolution.
Tier 3	Progress update every 24 hours until resolution. Five business days attempted resolution.
Tier 4	Progress update every 24 hours until resolution. Five business days attempted resolution.

Although an issue may escalate to higher response tier levels, you will always know who to contact throughout the resolution process. If your issue escalates to Tier 2, the person assigned to your case at that point will take charge of it and will remain your central contact until resolution.

We will contact you by phone or e-mail as soon as your issue is resolved and will report important findings as they arise. You may contact Verizon Business at any time to check on our progress. Once we have addressed the escalated issue, or provided you with a work-around, your support service request will be deemed resolved and we will close the associated support ticket. If in handling of your support service request we ask you to provide us with additional information to help us resolve your request and you do not respond to such request within five days, we assume that you deem your support service request either resolved or no longer relevant and we will close the associated service ticket. Upon closure, you will receive a Service Desk closure report via e-mail that summarizes the support service request and the manner in which it has been resolved.

2.6 Service Level Objectives

In delivering the service to you, we will use commercially reasonable efforts to meet the service levels indicated. The term “business days” means all days excluding Saturdays, Sundays and holidays. The following table summarizes the service levels for the OCP Service:

OCP Service Components	Service Level
PSP Portal Availability	99.99%
OCP Service Desk	24x7x365
Feature Release or Maintenance Window Notification	One week in advance
Scan Schedule Confirmation	Within one (1) business day of customer's submission of a completed Customer Configuration Form within the PSP portal NOTE: Emergency or immediate scan requests should be submitted to Customer Support by phone and will be addressed as soon as reasonably possible.
Scan Report Publication on PSP portal	A CSV file of scan results will be posted for Scan Customer review with one (1) business day of scan completion A draft PCI report will be posted for Scan Customer review with two (2) business days of scan completion.
False Positive Claim Investigation	Investigation completed within five business days or less of claim submission NOTE: Service level includes time for Verizon analyst updating of PCI report based on claim findings.

The service levels indicated exclude periods of scheduled or emergency maintenance and further exclude periods of unavailability due to force majeure or other events beyond our reasonable control. Considering the evolutive and complex nature of technology, some support service requests may require more time to be addressed and resolved than indicated. These Service Level Objectives provide targets only. Failure to meet any target will not result in a breach, penalty, credit or other compensation.

2.7 Optional Services

In connection with your subscription to OCP, you may request us to further assist you with additional services. You may, for example, require additional assistance in remediation towards compliance with the PCI Standard. Please contact your Verizon Account Manager or Security Sales Consultant to obtain a quote for Professional Services. Such services shall be provided under a separate order.

**PARTNER SECURITY PROGRAM (PSP) SECURITY SERVICES EXHIBIT E -3
SECURITY SERVICE ATTACHMENT E (SSA)**

I. Scope of Services and Order Summary:

A detailed project description for the Partner Security Program (PSP) Services can be found in the Service Description which are attached as Exhibit E-3C.

Unless otherwise stated in a Statement of Work, the Partner Security Program Services (abbreviated in this Exhibit E-3, "Services") are provided by Cybertrust Inc. (referred to herein as "Cybertrust" or "Verizon"). During the Term Period of the SSA, Customer may order Services pursuant to a Statement of Work, which shall be signed and dated by authorized representatives of Customer and Verizon. The rates and charges for the Services are set out in Exhibit E-3A and such rates and charges shall be firm for Services ordered during the Term Period of the SSA. In the event a specific Statement of Work includes work or services outside the scope of the rates and charges in Exhibit E-3A, then such work or services with additional rates and charges will be set out in the Statement of Work and implemented only upon the mutual written consent of Customer and Cybertrust as evidenced by their signatures on the applicable Statement of Work.. In any event, all Services ordered under this Exhibit E-3 will require a Statement of Work signed and dated by Customer and Cybertrust. (A sample Statement of Work is included as Exhibit E-3B). The Statement of Work shall incorporate the terms and conditions of the SSA, this Exhibit E-3, the applicable Service Description from the list above, and shall set out the specific Service to be provided, the applicable rates and charges, the period of performance, the location for Services, and all other necessary information required by Cybertrust for the provision of the Service. The Services are Fixed Price and all prices shall be invoiced in accordance with the 'Payment Terms' as set out in the SSA. The Statement of Work shall include an order summary in a form similar to the following ("#" used as a placeholder for applicable unit information; "XXXX" used as a placeholder for applicable pricing information):

Partner Security Program Web Service :	Service Term	Range of Partners Allowed	Quantity	Fees
Installation & Set Up	N/A	N/A	N/A	\$XXXX
Web Service – Includes 1 Dashboard for Customer and Partners	# Years		# Modules	\$XXXX
Auditor Dashboard (includes 10 user accounts)	# Years	N/A	# Dashboard	\$XXXX
Sub Total				\$

Professional Services: Requirement Analysis & Design	Service Term # Years	Location(s)	Hours # Hours	Rate \$XXXX per day or per hour	Fees \$XXXX
Sub Total					\$XXXX
TOTAL					\$XXXX
TRAVEL / EXPENSES					ACTUAL COST
Travel and other reasonable expenses incurred in relation to the Services provided under this Service Exhibit E-3 shall be invoiced to Customer on a monthly basis in arrears. Customer's approval of the Statement of Work constitutes authorization for the incurrence and reimbursement of the necessary expenses.					
Applicable sale taxes will be billed separately on the invoice.					

II Term Period or Period of Performance

This Service Exhibit E-23 will become effective as of the effective date of the SSA. Statements of Work implementing orders for Service will be effective as of the date last signed by Customer and Cybertrust (Service or SOW Effective Date).

The Service Term period will begin on the SOW Effective Date and run for the Term identified in the SOW.

III. Compliance Modules

For the Service Term stated above Customer shall be provisioned for the following Modules:

(Choose all that Apply)

Cybertrust Security Standard

ISO 17799

Sarbanes Oxley

HIPAA

ASCI 33

Custom Standard (Customer's own compliance Module)

IV. Service-Specific Terms and Conditions.

In addition to the terms and conditions of the SSA and applicable Statement of Work, the following additional terms and conditions shall apply to the provision of the Services contemplated by this Service Exhibit (the "Services"):

1. Intellectual Property Rights

In conjunction with SSA Section 6, the Statement of Work will specifically identify any Custom Material, which shall be a deliverable Verizon creates uniquely for Customer's sole use (each, a "Custom Material") in accordance with this Service Exhibit. A Custom Material shall not constitute a Technical Element. The Statement of Work will specifically identify and define any Custom Material which would be deemed a "Work Made For Hire" under the Copyright Act of 1976.

2. Representations

Except as otherwise stated herein, the Services and the deliverables provided by Verizon are provided "AS IS". For any third party products or services, Customer shall receive only the warranties offered by such third party to the extent Verizon may pass through such warranties to Customer.

3. Confidential Information

In conjunction with SSA Section 11, the following additional terms and conditions apply to the Services under this Exhibit E-3:

3.1 Methods; Systems; Reports. Customer acknowledges that the following information shall constitute "Confidential Information" under the Agreement: (a) the methods, systems, data and materials used or provided by Verizon in connection with the provision of the Services; and (b) the results of Verizon's assessment of Customer and all reports issued by Verizon in connection with such results. The term "Confidential Information" shall not include information that is (a) expressly excluded from the definition of "Confidential Information" under the Agreement; or (b) comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify Customer or Customer's computer network or computer systems.

3.2 Permitted Use. Verizon shall have the right to disclose Customer's Confidential Information to a "Qualified Consultant." For purposes of this Service Attachment, "Qualified Consultant" means a consultant who (a) is engaged by Verizon to assist Verizon in connection with the provision of the Services, (b) agrees in writing to use Customer's Confidential Information only in connection with the provision of the Services, and (c) agrees in writing to be bound by substantially the same terms and conditions contained in the Agreement regarding the use, disclosure and the protection from disclosure of Customer's Confidential Information.

4. Customer Information

Customer shall be responsible for, and Verizon may rely upon, the accuracy, timeliness and completeness of all data, reports and other information Customer supplies. Customer will make available to Verizon its computer programs, data and documentation required by Verizon to perform the Services. Customer shall obtain all governmental approvals, licenses, and permits necessary for completion of the Services, if any. Customer shall prepare any installation site in accordance with Verizon's instructions to ensure that any equipment that interfaces with Customer's computer system operates in accordance with the manufacturer's specifications. If Customer fails to make any preparations required by this Service Attachment and this failure causes Verizon to incur costs during the implementation or provision of the Services, then Customer agrees to reimburse Verizon promptly for these costs.

5. No Third Party Beneficiaries.

Except as expressly set forth herein, nothing in this Service Exhibit or implementing SOW, express or implied, shall be construed to confer any rights, legal or equitable, in any person or entity other than the parties hereto and their respective successors and permitted assigns.

V. Payment Terms

In conjunction with SSA Section 4, Payment terms for the Charges in the SOW shall be net 30 days from the SOW Effective Date unless otherwise stated in the applicable SOW. Time and Materials charges will be invoiced as incurred on a monthly basis, and payment is due in the manner set out in SSA Section 4. If a multi-year term period is selected by Customer, annual charges will be invoiced 30 days prior to the anniversary of Effective Date and payment is due in the manner set out in SSA Section 4.

Travel and other reasonable expenses incurred in relation to the Services provided under this Service Exhibit shall be invoiced to Customer on a monthly basis in arrears. Customer's approval of an SOW under this Service Exhibit this Service Exhibit constitutes authorization for the incurrence and reimbursement of the necessary expenses.

Expenses for travel and subsistence, and any other non-labor costs incurrence in the course of this work, will be billed separately from the above fees, and at cost.

Applicable sale taxes will be billed separately on the invoice.

VI. Purchase Order (Customer shall indicate Purchase Order Requirements below)

The Customer's internal procedures require that the Customer issues a Purchase Order to process invoices and / or payment:

Yes (If Yes, a copy of the PO is required at the time of signature)
Purchase Order #: _____
 No (If no, please provide invoice address below)

- Invoice Address

- Company:
- Name:
- Address:
- City/State/Zip:

Note: As set out in SSA Section 17, any Terms and Conditions contained on or within a Purchase Order provided by Customer shall be deemed invalid, and only the Terms and Conditions referenced herein, including the SSA, and agreed to between the parties shall apply.

**PARTNER SECURITY PROGRAM (PSP) SECURITY SERVICES EXHIBIT E -3A
RATES AND CHARGES
SECURITY SERVICE ATTACHMENT E (SSA)**

Partner Security Program (PSP)

The rates and charges for the Services are set out in Exhibit E-3A and such rates and charges shall be firm for Services ordered during the Term Period of the SSA. The applicable rates and charges shall be included in the Statement of Work consistent with the specific PSP Service(s) ordered by Customer.

Feature Name	Unit of Measure	NRC Price	MRC Price
PSP Service Installation & Setup	Per Dashboard	\$8,500	N/A
PSP Web Service with 1 Content Module & 1- 25 Partners	Per Dashboard	N/A	\$2,917.00
PSP Web Service with 1- 3 Content Modules & 1 - 100 Partners	Per Dashboard	N/A	\$7,333.00
PSP Web Service with 1- 3 Content Modules & 101- 300 Partners	Per Dashboard	N/A	\$16,250.00
PSP Web Service with 1- 3 Content Modules & 301- 500 Partners	Per Dashboard	N/A	\$22,917.00
PSP Web Service with 1- 3 Content Modules & 501-1,000 Partners	Per Dashboard	N/A	\$46,667.00
PSP Web Service with 1- 3 Content Modules & 1,001- 5,000 Partners	Per Dashboard	N/A	\$62,500.00
PSP Web Service with 4 - 6 Content Modules & 1-100 Partners	Per Dashboard	N/A	\$9,500.00
PSP Web Service with 4 - 6 Content Modules & 10 - 300 Partners	Per Dashboard	N/A	\$21,667.00
PSP Web Service with 4 - 6 Content Modules & 301- 500 Partners	Per Dashboard	N/A	\$33,333.00
PSP Web Service with 4 - 6 Content Modules & 501- 1,000 Partners	Per Dashboard	N/A	\$60,667.00
PSP Web Service with 4 - 6 Content Modules & 1,001 - 5,000 Partners	Per Dashboard	N/A	\$81,250.00
PSP Web Service with over 6 Content Modules & exceeding 5,000 partners	Per Dashboard	N/A	ICB
<i>Optional PSP Services</i>			
Auditor Dashboard	Per Dashboard	N/A	\$292
Requirements Analysis and Design Consultation	Per Day	\$280	N/A
Partner Security Program Management	Per Day	\$280	N/A

**PARTNER SECURITY PROGRAM (PSP) SECURITY SERVICES EXHIBIT E -3B
 SAMPLE STATEMENT OF WORK
 SECURITY SERVICE ATTACHMENT E (SSA)**

STATEMENT OF WORK NO. E-3B
 TO PARTNER SECURITY PROGRAM (OCP) SECURITY SERVICES EXHIBIT E-3

Verizon Business Network Services Inc. on CUSTOMER'S LEGAL NAME ("Customer"):
 behalf of Cybertrust, Inc.
 22001 Loudoun County Parkway Address
 Ashburn, VA 20147 By:
 By: Name:
 Name: Title:
 Title: Date:
 Date:

This Statement of Work ("SOW") amends and is made a part of the SSA and the Partner Security Program Security Services Exhibit E-3 (Statement of Services) (collectively "Agreement"), entered between Cybertrust, Inc. and Customer (Contract ID number) on _____, 2011. Unless expressly stated otherwise in this SOW, all of the terms and conditions of the SSA and the Partner Security Program Security Services Exhibit E-3 are incorporated herein.

1. Description of Project.
 - 1.1 PSP Services.
 - 1.2 Scope of Work. (including locations)
2. Deliverables and Documentation (if any) to be Produced by Cybertrust.
3. Documentation to be Produced by Customer and Customer Obligations (if any).
4. Conditions (if any).
5. Pricing.
 - 5.1

Audit for Dashboard Partner Security Program Web Service	# Years Service Term	Range of Partners N/A Allowed	# Dashboard Quantity	Fees \$XXXX
Sub Total				\$
Installation & Set Up	N/A	N/A	N/A	\$XXXX
Web Service – Includes 1 Dashboard for Customer and Partners	# Years		# Modules	\$XXXX

Professional Services: Requirement Analysis & Design	Service Term # Years	Location(s)	Hours # Hours	Rate \$XXXX per day or per hour	Fees \$XXXX
Sub Total					\$XXXX
TOTAL					\$XXXX
TRAVEL / EXPENSES					ACTUAL COST
<p>Travel and other reasonable expenses incurred in relation to the Services provided under this Service Exhibit E-3 shall be invoiced to Customer on a monthly basis in arrears. Customer's approval of the Statement of Work constitutes authorization for the incurrence and reimbursement of the necessary expenses.</p> <p>Applicable sale taxes will be billed separately on the invoice.</p>					

5.2 Expenses (if applicable).

5.3 Customer Purchase Order Requirements (if any).

The Customer's internal procedures require that the Customer issues a Purchase Order to process invoices and / or payment:

Yes (If Yes, a copy of the PO is required at the time of signature)

Purchase Order #: _____

No (If no, please provide invoice address below)

- Invoice Address

- Company:
- Name:
- Address:
- City/State/Zip:

8. Term of SOW.

9. Acceptance Testing Criteria for the Service or Deliverable(s) if Applicable.

**PARTNER SECURITY PROGRAM (PSP) SECURITY SERVICES EXHIBIT E -3C
PARTNER SECURITY PROGRAM (PSP) SERVICE DESCRIPTION
SECURITY SERVICE ATTACHMENT E (SSA)**

Verizon Partner Security Program (v.2.0, May 2010)

Service Description for Web Service

Service Description for Requirements Analysis and Design

Service Description for Program Management

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Confidentiality

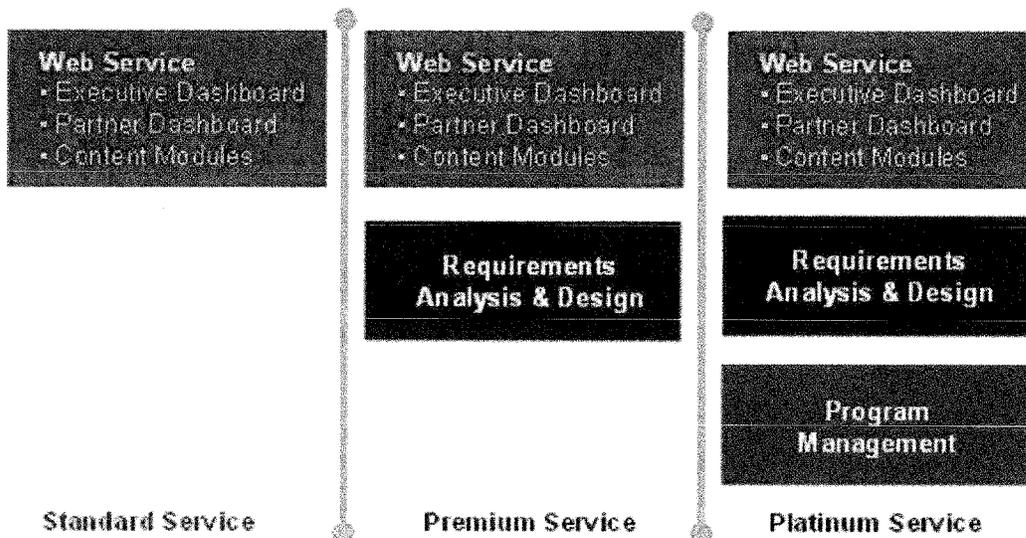
This document contains confidential information of Verizon Business and its licensors and suppliers. You may not disclose this information to any third party without the prior written permission of Cybertrust.

1. General Introduction

As business becomes more complex and organizations are under increasing pressure to control costs, meet regulatory requirements and grow revenues, more and more organizations are turning to outsourcing to gain these efficiencies. While you are able to outsource many of your business processes, you cannot outsource the responsibility and risks associated with sharing your data and your applications throughout the extended enterprise. It is critical for you to verify that all entities, both internal and external, that are part of your business processes are operating with good security practices: practices that are compliant with your own standards and government and industry standards that impact your organization. In a world where many organizations have hundreds or thousands of partners, vendors, and dispersed business units, it is becoming increasingly difficult to obtain that security and compliance overview and to understand which partners are exposing your organization to higher risk.

To address this challenge, Verizon Business developed the **Partner Security Program (PSP)**. PSP is a Web-based Service that provides you with a comprehensive security management service to assess your critical partners and business units and to understand the impact of conducting business with those entities. In understanding this impact you are able to work with your business partners to improve their security status while enhancing your overall security posture.

Three service options are available – Standard, Premium and Platinum. The Standard Service is the Web service with the Executive, Partner, and optional Auditor Dashboards and designated security compliance modules. The Premium Service includes the Web Service, and provides an optional value-added service for **Requirements Analysis and Design**. The Platinum Service offers **Program Management** with the Web Service and **Requirements Analysis and Design**.



The **Requirement Analysis and Design** offering is a set of professional services to assist you to define and structure your Partner Security Program to meet your requirements. Our Verizon Business Consulting Services consultants can assist you to:

- Benchmark Current Partner Security Status
- Establish required Partner Security State, with measurable metrics
- Develop Executive Corporate Policy for Partner Security Compliance
- Develop Partner Classification/Stratification Policy for Security Compliance

Program Management comprises consulting and project management services provided by our analysts. Our analysts work with you on an ongoing basis to assist with management and execution of your specialized PSP Program.

Additionally there may be a need for additional specific remediation assistance for yourself or your partners. Examples of these services are penetration testing, wireless analyzer review, and identity and access management.

Please contact your Verizon Business Security Solutions Consultant or Account Executive to obtain a quote as these two services are provided under a separate order.

1. Partner Security Program Web Service

1.1 Overview

The Partner Security Program allows your organization to document and demonstrate to all stakeholders including executives, partners, auditors, and regulators that you have performed effective due diligence to confirm security compliance throughout your own organization and with your third party relationships.

PSP Web Service addresses the needs of the following types of organizations:

- Organizations that have a well defined internal security policy and good security posture that are now looking externally at their partners and possibly their internal business units or distant locations.
- Organizations that have a defined security compliance policy in place as well as internal staff for program management, but need an automated, cost-effective solution for on-going program execution

- Organizations that need to perform due diligence with their third party vendors, partners, and other relationships, to confirm that these parties are compliant with industry, government, or the organization's own security policy requirements

1.2 Web Service Provisioning and Configuration

Once you've purchased your subscription to the Partner Security Program, Verizon Business will provision and configure your new program. The provisioning and configuration activities are performed by Verizon Business Customer Care for a one-time configuration charge that is delineated in your service contract. Your organization must provide all of the necessary input data at the time of order placement. Any additional Verizon Business activities that are required to extract data and populate the Partner Security Program dashboard for your organization are a separate and additional charge.

Configuration of your PSP account is based on information gathered from your organization in consultation with Verizon Business Security Sales Engineers (SEs) and Subject Matter Experts (SMEs) during the PSP Pre-Sales process. Verizon's SEs and SMEs will work with you to determine program specifications and identify any additional services necessary to prepare your organization for a successful program launch. A Verizon Business SE and/or SME will assist in selecting the module or combination of modules that best fits your requirements for your partner assessments.

Provisioning and Configuration includes the following activities:

1. Executive, Partners (including internal business units), and Auditor (if applicable) Profile Set-up
2. System Administrator and User Access Permissions Set-up
3. Compliance module(s) Set-up
4. Upload customized Compliance Module, as necessary
5. Configure Compliance Requirements Set-up
6. Configure Scoring Engine
7. Configure Levels of Executive Dashboard and View Permissions
8. Configure System Reports and Notifications
9. Configure Re-Compliance and Re-Certification intervals for each class of partners
10. Provide documentation for system use

The system provisioning is a combined effort between the Verizon Business Administrator and your Executive Administrator. Actions can be delegated in the following way:

- Verizon Business sets up the Executive functions:
 - Set-up of Executive organization
 - Set-up of Executive contract
 - Set-up of administration account for the Executive
 - Set-up of Auditor Dashboard (if applicable)

System notifications are sent to your Executive Administrator to alert them that they can start using the system and continue provisioning it.

- Executive Administrator sets up additional Executive profiles:
 - Set-up of a Security Officer
 - Set-up of Partner accounts and Auditor accounts (if applicable)
- Executive Administrator establishes Partner groups

- Executive Security Officer optionally establishes customized compliance modules
- Executive Security Officer establishes compliance assignments for the different Partner groups. The compliance modules are assigned to the Partner groups. Partners are assigned to those Partner groups; thereby assigning the compliance modules for each individual Partner. The Executive Security Officer also configures re-compliance and re-verification intervals and any audit requirements for the module.
- Partners are provisioned, including an initial user account for each Partner. This provisioning can be done individually or in bulk. Automated system notifications are sent to each account so that the Partner Administrator can start using the system.

By provisioning your partners in a Partner group, the system will then start automatically creating the defined assessments for each partner to work on. The type of assessments created for each partner is based on the compliance modules assigned to the Partner group, which are provisioned by your Executive Security Officer.

1.3 Application Functionality

The PSP Web Service includes your Executive Dashboard, Partner Dashboards and compliance modules as well as the following features.

- Anytime, anywhere access via the web
- Hosted and managed by Verizon Business in key locations around the globe
- Secured web access for your organization, your Partners and Auditors
- Levels of access control based on functional roles/responsibilities

Optional features may also be included. The Auditor Dashboard may be subscribed to for an additional fee; this request must be added to the Order Form. If Verizon Business Consulting Services is designated as the Auditor, there is no charge for the Auditor Dashboard subscription to your organization for use by Verizon Business Consulting Services.

High Level Web Service Feature Set:

1. Security standards content coverage:

- Choice of multiple Verizon Business owned standard compliance modules based on security standards and government and industry regulations and standards
- Support for your internal or custom security compliance questionnaire as compliance module
- Flexibility to set question weighting and pass/fail thresholds of compliance modules

2. Rich Dashboard functionality supports different user roles and organizations. The Web Service provides three types of dashboards – one for you, which is the Executive Dashboard, one for the individual Partner, and one for each assigned Auditor(s) if applicable.

- Dashboard Functionality for Executives:
 - Executive home page with focus on overall Partner security compliance overview
 - Twenty-five (25) user accounts for use within the Executive Dashboard
 - Rich query and drill-down capabilities for looking into Partner's security status
 - Security standard definition, Partner group management and compliance assignments
 - Assessment review and aggregate reporting
 - Assessment level document upload and management
 - Dashboard level document upload and management; both file and URL document types are supported
- Dashboard Functionality for Partners:

- Partner home page with focus on individual security and open assessment
- Ten (10) user accounts for use within each of the Partner Dashboards
- View required validation activities
- Intuitive user interface to complete compliance modules and other required assessment activities
- Question-level and assessment-level document upload and management
- Dashboard Functionality for Auditors:
 - Auditor home page with focus on compliance modules and assessments to validate
 - Ten (10) user accounts for use within each of the Auditor Dashboards
 - Intuitive user interface to validate and annotate assessments
 - Assessment-level document upload and management
- Dashboard Scoring Features
 - As the compliance modules are completed, the Web Service will score the responses, and develop a grade report for the specific Partner.
 - Scoring is based on a pass/fail system, where each question has a certain threshold that must be reached in order to achieve a passing grade.
 - The compliance rating is based on having successfully met the passing criteria for each individual question.
 - For partners completing multiple modules, an overall compliance rating is computed based on the ratings provided for each individual questionnaire.
 - Partners with a mix of compliant and not-compliant modules will display an overall compliance rating of “partially compliant.”

3. Flexible delegated provisioning and administration model

- Support for self-service provisioning of partners by your organization, including bulk-import of partners
- Partner grouping support to improve manageability of the partners
- Ability to assign multiple compliance modules to Partner groups
- Ability for Executives, Partners and Auditors to self-manage their users

Once the service is provisioned, the PSP system will send an email notification to your identified Partners to invite them to access the Web Service and respond to the relevant compliance modules. The system will provide these Partners with the necessary access information, including the initial User ID and Password information. Partners may create additional accounts to work on compliance modules with different profiles.

- Remediation/Corrective Action Management. For those Partners that did not achieve a passing status, the Web Service will create a listing of compliance modules and their status to enable the Partner to easily identify areas that require remediation. Additionally, Executive Dashboard view provides a summary status of the progress.

- Ongoing re-assessment and maintenance. Based on the configured profile and policy for the Executive, the Web Service will send automatic notifications to the affected Partners to re-start the assessment process, at required intervals during PSP subscription period.

4. Support for evolution in time of assigned compliance modules

- Ability to assign multiple compliance modules to Partner groups with differing intervals as to when they apply.
- Ability to customize validity period after compliancy.

- Support for early creation of overlapping assessments for Partners to enable Partners to initiate a new compliance module before the results of the previous compliance module expire.
- Partners have the ability to complete the assigned self-assessment activities. They may partially respond to a compliance module, save their work and return later to complete the process.
- Each module that a Partner is required to complete is a standalone questionnaire, and must be completed individually, even if there is a common question across all of them.
- The Web Service enforces a timeline or due date for each Partner to complete the assigned compliance module. This timeline is mandated by the Executive and is part of the service configuration process. Based on this timeline, the system generates and sends periodic email reminders to those Partners that have not met their deadlines.

5. Support for notification of Executive, Partner and Auditor profiles based on status and/or completion of designated activities and compliance modules

1.4 Customer Support

Your PSP subscription covers support for you as the Executive, your Partners and your Auditors if applicable. Should you need assistance, consult the Help section of your Partner Security Program Dashboard. This section contains general guidance notes on the use of the PSP service. If online Help does not resolve your query, send a support service request to the Service Desk by e-mail or phone. The Service Desk operates on a 24 x 7 x 365 basis.

To help resolve your support service request, the Service Desk will need the following information:

- Contact details of the requester, including name, phone number, e-mail address and company name
- A clear and concise description of the support service requested
- Specific error codes and/or messages, if any, and
- The impact on the ability to use the PSP service

Impact Severity	Description
Critical	An issue that renders the PSP service unavailable or inoperable. Request for password or password reset to access the PSP Dashboard.
High	An issue that significantly impacts the use of the PSP service.
Low	An issue that requires attention but does not significantly impact the use of the PSP service.
None	An issue that does not influence the use of the PSP service

For managing support service requests, we assign both impact severity and priority levels to each request in accordance with the following tables. The impact severity level is assigned according to how the issue affects your ability to use the PSP service, and the priority level is assigned according to urgency.

Priority	Description
Critical to high	Support service request to restore or regain access to PSP service.

Priority	Description
Moderate	Support service request related to the correct functioning of the PSP service. Support request related to one or more vulnerabilities or possible threats.
Low	Support service request not covered by higher priorities. Request for information or interpretation assistance. Request for additional services such as consultancy.

A four-tiered response structure

Considering both impact severity and priority, Verizon Business manages your support issues at four response tier levels. These levels reflect ascending orders of difficulty, with Tier 1 being the lowest and Tier 4 being the highest.

Each tier level is handled by Verizon Business specialists with varying gradations of expertise and responsibility. Tier 1 specialists, adept in handling the most frequently encountered issues, are trained to respond with speed and effectiveness. Tiers 2 through 4 are staffed by analysts with correspondingly greater experience in analyzing and remedying complex and emerging PSP issues.

Verizon Business analysts handle all support calls with the highest urgency, but since the issues dealt with on the upper tier levels are likely to be more challenging, responses and remedies are likely to take more time. Anticipated frequency of contact is explained in the following table:

Response tier level	Description
Tier 1	E-mail acknowledgement within two hours of initial contact. Response and attempted resolution within four hours.
Tier 2	E-mail acknowledgement within four hours. Progress update every 24 hours. 48 hours attempted resolution.
Tier 3	Progress update every 24 hours until resolution. Five business days attempted resolution.
Tier 4	Progress update every 24 hours until resolution. Five business days attempted resolution.

Although an issue may escalate to higher response tier levels, you will always know who to contact throughout the resolution process. If your issue escalates to Tier 2, the person assigned to your case at that point will take charge of your case and will remain your central contact until resolution.

We will contact you by phone or e-mail as soon as your issue is resolved and will report important findings as they arise. You may contact Verizon Business at any time to check on our progress.

Once we have addressed the escalated issue, or provided you with a work-around, your support service request will be deemed resolved and we will close the associated support ticket. If in handling of your support service request we ask you to provide us with additional information to help us resolve your

request and you do not respond to such request within five days, we assume that you deem your support service request either resolved or no longer relevant and we will close the associated service ticket. Upon closure, you will receive a Service Desk closure report via e-mail that summarizes the support service request and the manner in which it has been resolved. Considering the evolutive and complex nature of technology, some support service requests may require more time to be addressed and resolved than indicated.

1.5 Service Level Objectives

In delivering the service to you, we will use commercially reasonable efforts to meet the service levels indicated. The following table summarizes the service levels for the PSP Service:

PSP Service Components	Service Level Objective*
PSP Dashboard	99.99%
PSP Service Desk	24x7x365
Feature Release or Maintenance Window Notification	One week in advance

*The service levels indicated exclude periods of scheduled or emergency maintenance and further exclude periods of unavailability due to force majeure or other events beyond our reasonable control. These objectives are targets only and have no associated credits.

3. Requirements Analysis and Design (OPTIONAL PURCHASE)

Verizon Business' **Requirement Analysis and Design** is a companion service to the Partner Security Program Web Service. Delivered as a professional services engagement, this service assists you to develop and/or deploy a customized PSP that satisfies the specific needs of your organization related to the assessment of partners security. We have taken a component approach to provide these services where you can choose any number or all of the services to prepare for your enrollment in PSP. Each service option is offered individually; however, you may find it beneficial to engage in a combination of these services as each are designed to address different organizational needs.

The **Requirement Analysis and Design** offering is a set of professional service to assist you to define and to structure your Partner Security Program to meet your requirements. Our Verizon Business Consulting Services consultants can assist you to:

- Benchmark Current Partner Compliance Status
- Establish required Partner Compliance State, with measurable metrics
- Develop Executive Corporate Policy for Partner Security Compliance
- Develop Partner Classification/Stratification Policy for Security Compliance

3.1 Current Partner Compliance Status Benchmark

Verizon Business Consultants will evaluate your organization's current partner requirements and practices to establish a benchmark for managing your partners' security compliance. We will conduct an on-site review of your current business partner program. We work to discover the effectiveness your existing executive processes to assess your partners' security status and to identify any gaps or weaknesses in your current program.

Through documentation reviews, our consultants will evaluate all program documentation including policies and procedures for effectiveness and efficiency. Where applicable, our consultants will conduct a series of interviews with key personnel responsible for the creation or the management of your partner program. The results will help you to identify ways to leverage PSP to better manage and monitor an effective program.

At the conclusion of this study, we will provide a formal report describing current partner practices and program requirements. We will provide roadmap recommendations to address specific issues and gaps discovered by the study and to assist you to develop criteria for your partners to meet the required level of security based on current specifications. Based upon industry best practices, the recommendations will highlight areas of improvement for both the objective criteria for partner compliance and the effectiveness of current management approaches.

Deliverable

- Documented current Partner Practices
- Documented existing internal requirements
- Gap analysis of current Partner practices and existing requirements
- Recommendations for your PSP processes and program

3.2 Definition of Target Compliance State

We help you to define and develop an effective program to assess the overall security of your partners. This entails identification of the regulatory requirements with which your organization must comply and a mapping of how these requirements apply to various partners, as well as determination of the specific security requirements for each partner down to the controls level. Specific measurable metrics will be identified to indicate current compliance levels across partners. We work with you to define measurable criteria (from appropriate controls standards) that your partners will need to meet in order to demonstrate compliance. We will assist you in determining partner requirements by conducting a high-level risk assessment of the criticality of the partner's function in your environment or the criticality of the assets with which your partner interfaces, supports, or manages. We can also assist you with developing criteria for new partners, and in understanding their risk profile.

In some cases, it may be advantageous for your organization to define your program through standards such as ISO 27002 or CoBIT. We will work with you to determine which, if any, standards will be used to provide an overarching framework of controls for partners' security. We will work with you to determine which Verizon Business PSP compliance modules are required. Alternatively, you may also want to either create a customized version of an existing module(s), or specify your own based on your current internal policies for managing partners. We will create custom modules on an engagement basis as requested or required.

We will assist you to identify of specific assessment activities for each partner including development of a controls review methodology. For example, partners may be required to answer a specific module, undergo vulnerability scanning, be subject to an on-site audit, or any combination of the above. Our consultants will work with you to first define the security requirements for your partner (usually based on a standard, regulation, or existing policy) and second, to determine how the requirement will be tested and enforced.

As the number of your partners increases, it may be necessary to stratify partners to ease program management. We can also assist you in designing a methodology to classify your partners. For instance, based on your defined partner classification scheme, we can assist with the creation of a preliminary or partner classification questionnaire. Using a partner classification questionnaire for new partner organizations will enable efficient partner classification and drive the appropriate next steps for the partner evaluation process.

You may also need to organize large numbers of partners along functional or requirement lines. Our consultants will work with you to define an ontology that organizes partners into a framework whereby they can be more readily assessed. For example, partners can be organized based upon clearly identified business principles and criteria, the type and frequency of the security assessment or requirements associated with each group. By conducting a high-level risk assessment of the criticality of the function that each partner provides or the assets and infrastructure with which they interface, we can assist you in establishing criteria by which to organize partners and ultimately, define the requirements for distinct partners or groups of partners.

We will schedule one or more working sessions with your organization's designated personnel to design and develop a compliance framework that meets the specific needs of your company. We will incorporate the outcome of this study into the Partner Dashboard to desired specifications, including selected compliance modules, partner classification, and metrics.

Deliverable

- Identification of applicable regulatory requirements for your organization
- Identification of security requirements for partners
- Identification of chosen standard or custom compliance modules
- Identification of specific compliance criteria and metrics
- Partner classification and/or stratification
- High-level risk assessment of partners

3.3 Customized Compliance Module Development

Our Partner Security Program offers several compliance modules that address specific industry standards or regulatory requirements, as well as a base security module. If your organization requires a custom-built compliance module, we can assist you to develop a custom set of questions to assess partner security compliance. The resulting questionnaire is used as an alternative to or in conjunction with other pre-defined modules and is ultimately uploaded into the online dashboard.

Custom modules may be derived from a variety of sources. For example, you may use current partner requirements that are already part of your corporate security policy or program, a standard or regulation where no Verizon Business pre-defined module exists, or some combination of each. It may be advantageous to develop custom modules for each category of partner classification, allowing flexibility in compliance levels among partners, and thus reducing overall program costs.

We will schedule one or more working sessions with your staff to design and develop a custom module that meets your organization's specific needs. We will translate any requested industry standard or regulation to a questionnaire format that can be used for assessing Partners.

Deliverable

- Custom Compliance Module(s) that will be uploaded into the online dashboard(s)

3.4 Executive Corporate Policy for Partner Security Compliance

This service assists you to develop and formalize an information security policy for partner security compliance. The policy will describe the requirements with which your partners will need to comply in order to maintain a viable status. The policy will be based upon identified partner requirements, developed either with Verizon Business through a professional services engagement or independently by your organization. We will work with you to determine the scope and applicability of the partner requirements to create policy that:

- Assigns specific controls and audit methods to groups of Partners

- Assigns roles and responsibilities to key internal stake holders
- Identifies metrics for security objectives

We will work through an iterative process to assist in the development of a formal security policy for partner compliance to satisfy your corporate risk management objectives. The policy will specifically define the roles and responsibilities of both the Executive and each Partner or group of Partners in demonstrating and verifying security compliance and ongoing remediation work including the associated monetary costs for each. We will schedule one or more working sessions either on or off-site as necessary with your designated personnel to determine policy requirements. We will document the agreed upon policy in format or template approved by your organization.

Deliverable

- Documented Partner Security Policy

3.5 An Executable Program to Assess Partner Security Compliance

This service will assist you to define and develop an effective business process to assess the overall security of partners in the enterprise. Once a policy for partner management has been defined, we can assist in the creation of an operational procedure for execution and management of the program. As part of this engagement, we will develop the operational procedures necessary to describe how each portion of the Partner Security Program is executed including flowcharts which detail the step-by-step process flow.

We will create a roadmap that details the tools, procedures, and documentation necessary to implement and manage the program and ultimately, to achieve full compliance. We will work with you to identify key stakeholders in the execution or oversight of the program and assign roles and responsibilities appropriately. We will design a framework that meets your organization's process maturity objectives to demonstrate iterative improvement of the partner program's processes over time.

Deliverable

- Operational Procedure(s) including process flowcharts,, key stakeholders, and process maturing objectives
- Implementation Roadmap

4. Program Management / Staff Augmentation (OPTIONAL PURCHASE)

Verizon Business offers full Program Management of your Partner Security Program through a professional services staff augmentation engagement. With dedicated staff assigned to your organization, our Verizon Business Consultants and analysts can manage any of the various activities associated with the Partner Security Program discussed in this service description.

**SECURITY MANAGEMENT PROGRAM (SMP) SECURITY SERVICES EXHIBIT E -4
SECURITY SERVICE ATTACHMENT E (SSA)**

1. Scope of Services. Unless otherwise stated in a Statement of Work, the Security Management Program Services (abbreviated in this Exhibit E-4, "Services") are provided by Cybertrust Inc. (referred to herein as "Cybertrust" or "Verizon"). During the Term Period of the SSA, Customer may order Services pursuant to a Statement of Work, which shall be signed and dated by authorized representatives of Customer and Verizon. The rates and charges for the Services are set out in Exhibit E-4A and such rates and charges shall be firm for Services ordered during the Term Period of the SSA. In the event a specific Statement of Work includes work or services outside the scope of the rates and charges in Exhibit E-4A, then such work or services with additional rates and charges will be set out in the Statement of Work and implemented only upon the mutual written consent of Customer and Cybertrust as evidenced by their signatures on the applicable Statement of Work.. In any event, all Services ordered under this Exhibit E-4 will require a Statement of Work signed and dated by Customer and Cybertrust. (A sample Statement of Work is included as Exhibit E-4B). The Statement of Work shall incorporate the terms and conditions of the SSA and this Exhibit E-4, and shall set out the specific Service to be provided, the applicable rates and charges, the period of performance, the location for Services, and all other necessary information required by Cybertrust for the provision of the Service. Services are Fixed Price and all prices shall be invoiced in accordance with the Invoicing and Payment provisions set out in the SSA.

Cybertrust will confirm Customer's order for SMP Service via email and the date of this email is the "Order Confirmation Date". The Order Confirmation will confirm the SMP Service(s) requested. Sites under a Primary Site may only be ordered in an initial order or at a renewal of an order. Customer will be invoiced upon the Order Confirmation Date, in full for any orders placed for the SMP Services. Any travel and or expenses will be billed monthly in arrears.

2. Terms and Conditions.

2.1 Service Provider. The products and services under this statement of services attachment (referred to herein as "Service Attachment," "Statement of Services" or "SOS") are provided by Cybertrust, Inc, (referred to herein as "Cybertrust" or "Verizon") except as otherwise explicitly noted. The terms and conditions applicable to the provision of the Security Management Program contemplated by this Service Attachment (the "SMP" "Services" or "SMP Services") are as provided in this Service Attachment.

2.2 Service Description. Cybertrust will provide SMP upon Customer's order. SMP provides information security risk assessments and Cybertrust certifications including activities such as network and system analysis to physical and policy inspection, depending on the SMP program ordered. SMP can integrate multiple security practices and procedures to help Customer identify and mitigate risk to its information technology assets. Cybertrust will provide SMP in accordance with its then current service addendum ("Addendum") for the selected SMP program and associated fixed price fees contained in the Addendum. Associated response objectives ("RO") for the selected SMP program are contained in the Addendum. Cybertrust will use commercially reasonable efforts to meet the service levels specified in the relevant RO and Customer's sole remedy for failure to meet a the RO is re-performance of the RO, if applicable. Due to the inherent evolutionary nature of technology, Cybertrust reserves the right to change, modify, update or enhance the Services and/or associated Addendum and RO from time to time ("Service Update") and will notify the Customer (via facsimile or electronic mail) upon publishing a new Addendum and/or RO. Such new Addendum and RO shall become effective upon the date specified in Cybertrust's notice but no sooner than the 90th day following publication of the Addendum or the RO.

2.3 Intellectual Property Rights.

In conjunction with SSA Section 6, the Statement of Work will specifically identify any Custom Material, which shall be a deliverable Verizon creates uniquely for Customer's sole use (each a "Custom Material") in accordance with this Service Exhibit. A Custom Material shall not constitute a Technical Element. The Statement of Work will specifically identify and define any Custom Material which would be deemed a "Work Made for Hire" under the Copyright Act of 1976.

3 Warranty and Limitation of Liability for Cybertrust Services.

In conjunction with Sections 9 and 7 of the SSA, the following additional terms and conditions apply to the SMP Service:

3.1 THE INFORMATION CONTAINED IN, OR DERIVED FROM, SMP SERVICES ARE NOT INTENDED TO, AND DOES NOT, ENSURE THAT CUSTOMER IS COMPLIANT WITH SPECIFIC GOVERNMENT REGULATIONS OR SECURITY STANDARDS. VERIZON DOES NOT WARRANT THAT THE INFORMATION CONTAINED IN SMP REPORTS IS ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. VERIZON DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF SMP REPORT INFORMATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. BY USING THIS INFORMATION, THE CUSTOMER ACKNOWLEDGES ITS UNDERSTANDING OF THESE TERMS AND AGREES TO ASSUME THE ENTIRE RISK AND COST OF ANY NECESSARY EXPENSES, DAMAGES, OR LIABILITY ARISING FROM SUCH USE.

3.2 Except as otherwise stated herein, the SMP Services and the deliverables provided by Cybertrust are provided "AS IS". For services provided to Customer from third parties and third party products (such as tokens), Customer receives only the warranties offered by such third party to the extent Cybertrust may pass through such warranties to Customer.

3.3 Confidential Information.

In conjunction with SSA Section 11, the following additional terms and conditions apply to the Services under this Exhibit E-4:

3.3.1 Methods; Systems; Reports. Customer acknowledges that the following information constitutes "Confidential Information" under the Agreement: (a) the methods, systems, data and materials used or provided by Cybertrust in connection with the provision of the Services; and (b) the results of Cybertrust's assessment of Customer and all reports issued by Cybertrust in connection with such results. The term "Confidential Information" does not include information that is (a) expressly excluded from the definition of "Confidential Information" under the Agreement; or (b) comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify Customer or Customer's computer network or computer systems.

3.3.2 Permitted Use. Cybertrust has the right to disclose Customer's Confidential Information to a "Qualified Consultant." For purposes of this Service Attachment, "Qualified Consultant" means a consultant who (a) is engaged by Cybertrust to assist Cybertrust in connection with the provision of the Services, (b) agrees in writing to use Customer's Confidential Information only in connection with the provision of the Services, and (c) agrees in writing to be bound by substantially the same terms and conditions contained in the Agreement regarding the use, disclosure and the protection from disclosure of Customer's Confidential Information.

- 3.4 Customer Information. Customer is responsible for, and Cybertrust may rely upon, the accuracy, timeliness and completeness of all data, reports and other information Customer supplies. Customer will make available to Cybertrust its computer programs, data and documentation required by Cybertrust to perform the Services. Customer shall obtain all governmental approvals, licenses, and permits necessary for completion of the Services, if any. Customer shall prepare any installation site in accordance with Cybertrust's instructions to ensure that any equipment that interfaces with Customer's computer system operates in accordance with the manufacturer's specifications. If Customer fails to make any preparations required by this Service Attachment and this failure causes Cybertrust to incur costs during the implementation or provision of the Services, then Customer agrees to reimburse Cybertrust promptly for these costs.
- 3.5 No Third Party Beneficiaries. Except as expressly set forth herein, nothing in this Service Attachment, express or implied, may be construed to confer any rights, legal or equitable, in any person or entity other than the parties hereto and their respective successors and permitted assigns.
- 3.6 Customer Responsibilities. Cybertrust requires collaboration and active participation from Customer throughout the duration of the Service Period. Customer is responsible for:
- Designating business and technical contacts to serve as the main contacts between Cybertrust and Customer.
 - Coordinating with Cybertrust to schedule and complete all program activities within the required timeframes.
 - Providing Cybertrust with advanced and timely notification of any cancellation of scheduled onsite activities to allow Cybertrust time to reschedule within the required program quarter and to avoid additional travel expense to Customer.
 - Submitting completed Network Configuration Forms with accurate information in the requested timeframe.
 - Providing Cybertrust with multiple maintenance windows for conducting remote testing activities such as vulnerability scanning and war dialing.
 - Providing Cybertrust with requested access to personnel and resources while onsite conducting assessment activities such as physical inspection, process validation, wireless walk-thru and internal vulnerability scanning.
 - Running the Desktop Risk Assessment Tool and submitting collected data to Cybertrust for further analysis in the required timeframe.
 - Running the E-mail Filter Check Tool and submitting collected data to Cybertrust for further analysis in the required timeframe.
 - Submitting requested security documentation such as policies, standards, and procedures in the specified manner and timeframes.
 - Identifying and providing access to appropriate personnel that can attest to specific security processes and procedures.
 - Using the guidance and expertise provided by Cybertrust to mitigate identified risks and address reported vulnerabilities in a timely manner.

Routing Code: 8

Security Management Program: Enterprise Service Addendum

1. **Rates and Charges.** Customer will pay the annual recurring charges ("ARC") and non-recurring charges ("NRC") for SMP -- Enterprise as applicable based upon the services ordered and commits to keep the service in each order for a minimum period selected below ("Service Period"). As set out above, the rates and charges for SMP Service are set out in Exhibit E-4A. The Statement of Work for Customer's order will

specify the specific rates and charges based on the specific type of SMP Service Customer orders. The SOW will also specify the Service Period, which shall be 1 year, 2 years, 3 years, 4 years or 5 years. If no Service Period is selected, a one-year term will automatically be applied. If Customer terminates prior to the completion of the Service Period, there will be no pro rata refund of any ARC paid and Customer is liable for the ARC for the remaining Service Period, if any.

1.1 Annual Recurring Charges. (Rates/Charges from Exhibit E-4A to be applied)

Item Description	Unit	ARC Per Unit/Per Site
• Base Program Fee for SMP Enterprise Service:	Site	\$XXXX)
• A. Small Site		
• B. Medium Site		
• C. Large Site		

1.2 Non –Recurring Charges

Item Dscptn	Unit	NRC
• Additional SecureID Tokens	Token	\$75
• Tokens - First 10 Tokens (3 year life) included with each Site		

2. [Intentionally Blank]

3. Terms and Conditions.

3.1 Security Management Program – Enterprise Components. SMP – Enterprise provides assessment, analysis, and security intelligence services consisting of the following:

3.1.1 Process and Procedure Validation. Cybertrust will conduct remote and onsite assessment activities to determine whether Customer has implemented security policies, processes and procedures consistent with International Organization for Standardization (“ISO”) standard 27002 and the SMP controls related to several areas such as data classification, data handling, data disposal, access rights and privileges, change control, change management, business continuity, disaster recovery, incident response, and security awareness training. This assessment will be done by i) collecting Customer attestations (e.g. by questionnaire or interview), ii) viewing Customer demonstrations (e.g. showing the operation of a control), or iii) Cybertrust’s physical or written inspection (e.g. examining a physical location or document).

3.1.2 Policy Reviews. Cybertrust will conduct an assessment to determine whether Customer has documented their security policy documentation consistent with

ISO 27002 and the SMP controls. Cybertrust will perform this assessment by inspecting Customer's existing security policy documentation.

- 3.1.3 Physical Inspections. Cybertrust will conduct an onsite assessment to determine whether the physical and environmental aspects of Customer's datacenter and IT suites are consistent with ISO 27002 and the SMP controls related to several areas such as physical perimeter, entry controls, data center physical security, physical security of critical equipment and HVAC systems, as well as power distribution and UPS systems.

- 3.1.4 External Risk Assessments. Cybertrust will conduct a remote assessment of Customer's external Internet-facing environment by running targeted vulnerability tests based on the detected operating system and configuration to determine whether the external Internet-facing environment is consistent with ISO 27002 and SMP controls. Cybertrust's external risk assessment identifies devices that Cybertrust has determined to have unnecessary services, excessive services, or services with atypical characteristics. Cybertrust will also assess whether boundary protection devices (e.g. routers and firewalls) have been configured with a conservative least privileged configuration. Additional external vulnerability scanning and hand tests are conducted as often as Cybertrust determines is necessary to determine whether the external Internet-facing environment remains consistent with SMP controls.
 - 3.1.4.1 PCI External Assessments. Upon request, Cybertrust can also conduct an external Payment Card Industry ("PCI") scan using a PCI Council Approved Scanning Vendor solution. This scan must be conducted during the same time as the scan for the SMP External Risk Assessment. The PCI External Assessment results are used to generate a PCI Scan Report to allow Customer to assess their compliance with the PCI data security standard.

- 3.1.5 Internal Risk Assessments. Cybertrust will conduct an assessment of Customer's internal networks (e.g., traditional DMZ and internal corporate LAN) by running targeted vulnerability scans based on the detected operating system and configuration to determine whether the internal network environments are consistent with ISO 27002 and SMP controls. Cybertrust's internal risk assessment identifies devices that Cybertrust has determined to have atypical characteristics that Cybertrust has determined may pose a risk and identifies devices running software (i.e., applications, operating systems and services) with a history of security problems.
 - 3.1.5.1 PCI Internal Assessments. If Internal PCI Scanning is ordered, Cybertrust will also conduct quarterly internal risk assessment scans that meet the PCI frequency requirements. Customer will receive

additional Internal Risk Assessment reports based on the increased scan frequency.

- 3.1.6 Wireless Assessments. Cybertrust will conduct onsite wireless assessment tests for buildings by utilizing a tool that assesses wireless access points and determines whether encryption is enabled. Cybertrust will also verify the existence and enforcement of a wireless LAN policy.
- 3.1.7 Desktop Risk Assessments. Cybertrust will conduct desktop risk assessment tests by utilizing a tool that examines Customer selected desktop computers for installation and currency of anti-virus software, and use of password protected screen savers. The desktop risk assessment tool will be installed by Customer on Windows-based domain servers within the contracted locations, and will assess Windows2000, Windows2003, WindowsXP, and Windows Vista operating systems upon log-in.
- 3.1.8 E-mail Filter Check Tests. Cybertrust will conduct e-mail filter tests to evaluate the effectiveness of Customer's perimeter gateway and desktop defenses. For this test, Cybertrust sends a series of electronic mail messages with attachments to Customer's perimeter domains registered with Cybertrust. Customer's network should detect and block these messages; however these messages and attachments are neither invasive nor dangerous. Customer is responsible for ensuring that the recipients of the test attachments will follow verification instructions to record the actions taken by Customer's network to defend against the simulated threat scenarios.
- 3.1.9 War Dial Assessments. Cybertrust will conduct war dial assessments by testing connections to a defined range of phone numbers in sequential order and then checking for responses which are identified and grouped into the following categories: discovered fax machines, discovered modems, responses from systems penetrated and identified monitoring systems.
- 3.1.10 Security Assurance First Emergency Response ("SAFER") Team Support. Cybertrust will provide emergency response support called SAFER. SAFER includes initial emergency triage assistance in the event that a suspected information security breach has occurred at a contracted site. The following incidents qualify as a breach, and will enable the engagement of the SAFER event response team:
- Attempts (failed or successful) to gain unauthorized access to a system or its data.
 - Denial of service ("DoS") caused by malicious abnormal events.
 - Unauthorized malicious use of a system for the processing or storage of data.
 - Loss of Internet e-mail or transactional services due to malicious activity.

- Public defacement of a web page (by hostile modification of publicly viewable HTML code).
- Malicious alteration, damage, or destruction of sensitive or important data.
- Loss of information by malicious eavesdropping of an encrypted link or session, such as a VPN or SSL session.

The SAFER Team will attempt to contact Customer, using the contact information provided by Customer, within approximately 30 minutes from Customer initially contacting Cybertrust. This initial response is limited to one hour per incident. Cybertrust will provide the following services, as applicable:

- Provide assistance in analyzing apparent network or system security breaches (e.g., denial of service attacks, virus, trojan, worm infections, etc.).
- Provide triage assistance in recovery methods and tactics
- Assist with initial research during a security-related incident as described in this subsection above. Additional Investigative Response consulting work that involves pursuing legal action or relevant follow through by Cybertrust is not included and must be contracted separately.
- Perform liaison duties and provide appropriate assistance to the Cybertrust Investigative Response Team, if contracted for follow-on Investigative Response.

3.1.11 Security Analyst Access. The Cybertrust SMP Analyst Team is available for telephone support throughout the Service Period on Monday through Friday during Cybertrust's normal business hours, excluding holidays. In addition, Cybertrust provides a 24x7x365 support hotline to assist with remote scanning and emergency issues.

3.1.12 Access to the Management Console. The Management Console is a web-based console which enables Customer to manage its progress toward achieving consistency with ISO 27002 and SMP controls. Graphical views provide access to updated status and metrics in key areas including Customer standing with respect to ISO 27002 and SMP controls. These views allow Customer to navigate down to the detailed, actionable data needed to remediate risk and implement controls, as well as download the detailed information to a spreadsheet. Additionally, the Management Console provides Customer's alignment mapped to other key security and compliance standards, referred to as Security Standard Mapping, below. This mapping is provided for Customer's convenience and Verizon is not validating Customer's compliance with the mapped standards.

3.1.13 Access to Risk Intelligence. The Cybertrust Risk Intelligence Team gathers and analyzes computer- and network-security related threat and vulnerability information from public and private sources for emerging risks using proprietary tools and methodologies. Cybertrust will provide Customer with access to risk intelligence information including reports, analysis and advice on key risk categories, high-profile security issues and early-warning intelligence, along with actionable guidance on how to counter threats. In addition, as the Risk Intelligence Team discovers new threats that it deems significant, Cybertrust will pro-actively notify Customer of these critical issues and provide recommendations for remedial actions. Cybertrust may "push" targeted alert information to Customer via e-mail, pager, phone, text, or voice-mail.

3.1.14 Eligible for Verizon Cybertrust Security Certification. If the Customer has met all of the SMP Enterprise control standards, then Customer’s contracted location(s) will be submitted for Verizon Cybertrust Security Enterprise Certification. Achieving Verizon Cybertrust Security Enterprise Certification will enable Customer to display the “Verizon Cybertrust Security Enterprise Certified” seal. This certification seal can be displayed in Customer’s marketing materials, as well as on its web site, consistent with Cybertrust rules governing its display. Subject to the Cybertrust-provided usage guidelines, the certification seal will link back to the Cybertrust database to display the certification date and status, as well as provide access to the Report of Certification. SMP assessments will be repeated throughout the Service Period as provided in the Service Performance Frequency table below. Failure to comply with certification standards within the Cybertrust-specified timeframe can result in decertification and immediate revocation of permission to use or display the Verizon Cybertrust Security certification seal. If the Customer doesn’t meet all of the controls, Cybertrust will work with Customer in a commercially reasonable manner to assist Customer with meeting the controls and retest the control at the next testing interval.

3.2 Security Management Program – Enterprise Options and Elements. Customer’s orders should be based on Customer’s evaluation of its network and physical presence at the Customer sites. If Cybertrust reasonably determines that a site location requires more SMP Services than Customer has ordered, Cybertrust will inform Customer and provide Customer with an opportunity to amend their order. Cybertrust reserves the right to limit SMP Services to those services actually ordered.

3.3 Cybertrust Security Management Program – Enterprise Deliverables. The deliverables for this service include, where applicable:

Deliverable	Description
<ul style="list-style-type: none"> • SMP Kick-off Webinar 	<ul style="list-style-type: none"> • Cybertrust will conduct a kick-off webinar with Customer to introduce and further explain the Cybertrust SMP methodology and delivery process, as well as Customer’s responsibilities.
<ul style="list-style-type: none"> • Executive Summary SMP Compliance Status Report 	<ul style="list-style-type: none"> • This one-page report documents overall SMP assessment status and whether Customer has implemented security policies, processes and procedures consistent with ISO 27002 and the SMP controls. Results are provided in a graphical and tabular format.
<ul style="list-style-type: none"> • SMP Compliance Status Report 	<ul style="list-style-type: none"> • This report complements the Executive Summary Compliance Status Report by providing findings and recommendations for each ISO 27002 or SMP control. The results of the Policy Review, Physical Inspection and Process and Procedure Validation activities are also documented in this report.
<ul style="list-style-type: none"> • Executive Summary SMP Risk Status Report 	<ul style="list-style-type: none"> • This one-page report documents overall status and trending across common risk scenarios by applying threat likelihood to Customer-defined business impacts and the Customer’s level of ISO 27002 and SMP control implementation. Results are provided in a graphical and tabular format.
<ul style="list-style-type: none"> • External Risk Assessment 	<ul style="list-style-type: none"> • This report documents the findings from the External

Deliverable	Description
Report	Risk Assessment including summary results, analysis, and action plan, as well as appendices with more detailed data and results.
• PCI Scan Report	<ul style="list-style-type: none"> This report documents the results of the external PCI scan by providing a summary of the PCI alignment status of each active host tested and findings of vulnerabilities identified on active devices. This report is only provided if Customer requests the PCI External Assessment scan during the same scan or maintenance window as the External Risk Assessment scan.
• Internal Risk Assessment Report	<ul style="list-style-type: none"> This report documents the findings from the Internal Risk Assessment including summary results, analysis, and action plan, as well as appendices with more detailed data and results.
• Desktop Risk Assessment Report	<ul style="list-style-type: none"> This report documents the findings from the Desktop Risk Assessment including summary results, analysis, and action plan, as well as appendices with detailed data and results.
• War Dial Assessment Report	<ul style="list-style-type: none"> This report documents the findings from the War Dial Assessment including summary and overall findings, test descriptions and detailed data and results.
• Report of Certification	<ul style="list-style-type: none"> This letter is provided upon achieving certification and states that Customer has taken appropriate and acceptable measures to meet the SMP controls for Verizon Security Management Program – Enterprise.
• Compliance Alignment Reports	<ul style="list-style-type: none"> These reports use a tabular format to document the alignment of required SMP controls to the Compliance Alignment Standards listed in the Service Performance Frequency section below. These reports are provided upon request after Customer has achieved Cybertrust Enterprise Certification

3.4 Service Performance Frequency – Enterprise.

Deliverable	Frequency
SecureID Tokens (10 Tokens included with 3 year life)	Once
Kick-off Webinar	Annually
Network Configuration Form	Twice Annually
Certification	Annually
Process and Procedure Validation	Annually
Policy Review	Annually
Physical Inspection (for buildings and datacenter/IT Suites ordered)	Annually
External Risk Assessment (for external subnets ordered)	Quarterly
PCI External Assessment (upon request for external subnets ordered)	Quarterly
Internal Risk Assessment (for internal subnets ordered)	Twice Annually (Quarterly if Internal PCI scanning ordered)
Wireless Assessment (for buildings ordered)	Twice Annually (Quarterly if Internal PCI scanning ordered)
Desktop Risk Assessment (1,000 per Customer site)	Twice Annually

	E-mail Filter Check Test	Twice Annually
	War Dial Assessment (for phone numbers ordered)	Twice Annually
	ISO 27002	Included
	SMP Enterprise	Included
	ISO 27002, CoBIT 4.1, SMP Enterprise, SMP Perimeter, BITS AUP 3.0, PCI DSS1.2, NERC CIP, GLB, FFEIC, HIPAA, SOX 404	Included
	Desktop Risk Assessment Tool	Included
	E-mail Filter Check Tool	Included
	Security Assurance First Emergency Response (“SAFER”)	8 hours (per annum)
	Security Analyst Support	Weekdays Normal Business Hours (excluding holidays)
	SMP Support	24x7

3.5 Response Objectives – Enterprise.

Maximum time to respond to a routine technical or other Customer inquiry about SMP.		Next Business Day from Request	Analyst
Maximum time to respond to SAFER request		30 minutes from Request	SAFER Team
Maximum time to respond to remote scan-related emergencies		30 minutes from Request	SMP Support
Management Console availability		98.00%	SMP Support
Reports			
Executive Summary SMP Compliance Status Report	Reporting Frequency	14 days from End of Program Quarter	Analyst
SMP Compliance Status Report	Reporting Frequency	14 days from End of Program Quarter	Analyst
Executive Summary SMP Risk Status Report	Expert analysis of data	14 days from End of Program Quarter	Analyst
	Reporting Frequency	Quarterly	N/A
External Risk Assessment Report	Expert analysis of scans	14 days from Assessment Completion	Analyst
	Reporting Frequency	Quarterly	N/A
PCI Scan Report (upon request)	Expert analysis of scans	14 days from data collection	Analyst
	Reporting Frequency	Quarterly (upon request)	N/A
Internal Risk Assessment Report	Expert analysis of scans	14 days from data collection	Analyst
	Reporting Frequency	Twice Annually (Quarterly if Internal PCI scanning ordered)	N/A
Desktop Risk Assessment Report	Expert analysis of data	14 days from data collection	Analyst
	Reporting Frequency	Twice Annually	N/A
War Dial Assessment Report	Expert analysis of scans	14 days from data collection	Analyst
	Reporting Frequency	Twice Annually	N/A
Report of Certification	Reporting Frequency	14 days from achieving Certification	Analyst

**SECURITY MANAGEMENT PROGRAM (SMP) SECURITY SERVICES EXHIBIT E -4A
RATES AND CHARGES
SECURITY SERVICE ATTACHMENT E (SSA)**

Security Management Program Rates and Charges

The rates and charges for the Services are set out in Exhibit E-4A and such rates and charges shall be firm for Services ordered during the Term Period of the SSA. The applicable rates and charges shall be included in the Statement of Work consistent with the specific SMP Service(s) ordered by Customer.

Security Management Program

Security Management Program (SMP)	Unit of Measure	NRC Price	MRC Price
Security Management Program (SMP) Enterprise Small Site	Per Site	N/A	\$4,800.00
Security Management Program (SMP) Enterprise Medium Site	Per Site	N/A	\$5,820.00
Security Management Program (SMP) Enterprise Large Site	Per Site	N/A	\$7,390.00

- Notes:

- Customer's approval of the Statement of Work constitutes authorization for the incurrence and reimbursement of the necessary expenses.
- Applicable sales taxes will be billed separately on the invoice.

5.2 Expenses (if applicable).

5.3 Customer Purchase Order Requirements (if any).

The Customer's internal procedures require that the Customer issues a Purchase Order to process invoices and / or payment:

Yes (If Yes, a copy of the PO is required at the time of signature)

Purchase Order #: _____

No (If no, please provide invoice address below)

- Invoice Address

- Company:
- Name:
- Address:
- City/State/Zip:

6. Term of SOW.

10. Acceptance Testing Criteria for the Service or Deliverable(s) if Applicable.

**MANAGED SECURITY SERVICES (MSS) SECURITY SERVICES EXHIBIT E -5
SECURITY SERVICE ATTACHMENT E (SSA)**

Scope of Services and Order Summary:

Unless otherwise stated in a Statement of Work, the Managed Security Services (abbreviated in this Exhibit E-5, "Services" or "MSS") are provided by Cybertrust Inc. (referred to herein as "Cybertrust" or "Verizon"). The following MSS Services are included in this Exhibit E-5:

Managed Security Services-Basic Monitoring
Managed Security Services – Premium (Including Serviced Device Staging Schedule)

During the Term Period of the SSA, Customer may order Services pursuant to a Statement of Work, which shall be signed and dated by authorized representatives of Customer and Verizon. The rates and charges for the Services are set out in Exhibit E-5A and such rates and charges shall be firm for Services ordered during the Term Period of the SSA. In the event a specific Statement of Work includes work or services outside the scope of the rates and charges in Exhibit E-5A, then such work or services with additional rates and charges will be set out in the Statement of Work and implemented only upon the mutual written consent of Customer and Cybertrust as evidenced by their signatures on the applicable Statement of Work.. In any event, all Services ordered under this Exhibit E-5 will require a Statement of Work signed and dated by Customer and Cybertrust. (A sample Statement of Work is included as Exhibit E-5B). The Statement of Work shall incorporate the terms and conditions of the SSA and this Exhibit E-5, and shall set out the specific Service to be provided, the applicable rates and charges, the period of performance, the location for Services, and all other necessary information required by Cybertrust for the provision of the Service. The Services are Fixed Price and all prices shall be invoiced in accordance with the Invoicing and Payment provisions as set out in the SSA. The Statement of Work shall include an order summary in form similar to the tables of rates and charges below ("#" used as a placeholder for applicable unit information; "XXXX" used as a placeholder for applicable pricing information):

Managed Security Services – Basic Monitoring

1. **Rates and Charges.** For Managed Security Services – Basic Monitoring ("MSS") Customer orders, Customer will pay the non recurring rates and charges ("NRC") and monthly recurring charges ("MRC") per MSS Service and per Serviced Device set forth below.

1.1 Non Recurring Charges.

Managed Security Services – Basic Monitoring	One Time Fees
Description	NRC
Set-up per site	\$XXXX
Remote set up of Local Event Collectors, connection kits, terminal servers and modems in one or more countries or sites where Customer has provided such equipment.	\$XXXX
Set-up per device (unless otherwise listed below)	\$XXXX
NIDS/NIPS Set-up per device	\$XXXX
Service Tickets	
Package of 12 Service Tickets	\$XXXX
Additional Certificate	Counts as 2 service tickets

1.2 Monthly Recurring Charges.

1.2.1 MSS Services (excluding High Availability Service).

Managed Security Services – Basic Monitoring	Monitoring
	MRC per Serviced Device
Firewall Service	
Firewall Realtime	\$XXX
Firewall with IPS Realtime	\$XXX
Router Service	
Router Realtime	\$XXX
UTM (Security Appliance) Service	
Security Appliance Realtime	\$XXX
Network Switch Service	
Network Switch Realtime	\$XXX
Network Intrusion Detection (NIDS) Service	
NIDS	\$XXX
NIDS External Sensor	\$XXX
Network Intrusion Prevention (NIPS) Service	
NIPS	\$XXX

1.2.2 **High Availability Service.** For the High Availability version of each MSS service listed above, Customer will pay an MRC per Serviced Device equal to the product of multiplying the relevant recurring charge above by the multiplier below. The two related Devices in High Availability service are counted as one Serviced Device.

High Availability Service	Monitoring Only
Multiplier for High Availability Services	

1.3 Service Tickets.

Service Tickets included with each MSS service listed in section 1.2 above for each Serviced Device per 12 month period following the RFS date:	
Monitoring	12

2. **Terms and Conditions.**

2.1 **Services.** The provision of MSS to each of the types of applications listed in Section 1.2 above is a separate “MSS Service.” MSS is provided for the number of devices for which Customer has ordered service (each a “Serviced Device”). The two related devices in High Availability service are counted as one Serviced Device. A monthly recurring charge applies per MSS Service and per Serviced Device. Due to the inherent evolutionary nature of technology, Verizon reserves the right to change, modify, update or enhance MSS from time to time (“Service Update”) and will notify the Customer’s contact shown in the Service Context (via facsimile or electronic mail) upon publishing new terms. Such new terms shall become effective upon the date specified in Verizon’s notice but no sooner than the 90th day following notice. Unless the Customer elects to terminate MSS under the terms of this Agreement and provides written notice to that effect to Verizon within 30 days following receipt of Verizon’s change notification, the new terms will be deemed accepted and will apply.

2.2 **Excluded Services.** The parties acknowledge that Verizon has no obligation to provide MSS for any Serviced Device that: (i) has been subjected to unusual physical or electrical stress, misuse, negligence or accident; (ii) has been modified, merged, relocated, repaired, serviced or otherwise attended to by a party other than Verizon or without Verizon’s prior written consent;

(iii) that is “end-of-life” or which runs a version of operating system and/or application software that is no longer supported or maintained by the relevant manufacturer or licensor; or (iv) has not been properly registered and/or for which required permits or approvals are not or no longer maintained.

2.3 **Additional Services.** Customer may request Verizon to provide services in addition to MSS (“Additional Services”). Such Additional Services may include installation, configuration, training, consulting and other professional services. The provisioning of such Additional Services will be subject to a separate quotation by Verizon and a separate Service Exhibit and/or Statement of Work.

2.4 **Customer Responsibilities.**

2.4.1 The Customer shall (i) at its own expense, procure and maintain adequate maintenance contracts and all licenses necessary for the Serviced Devices to enable Verizon to properly perform MSS; (ii) comply with MSS prerequisites and operational procedures as set forth in the then current terms; and (iii) promptly inform Verizon of any changes effectuated in the Customer’s network and/or Information Technology infrastructure (“Customer Environment”) and any changes to the nomination and/or authorization level of the individuals Customer has authorized to oversee, monitor or evaluate the provision of MSS.

2.4.2 The Customer acknowledges that modifications or changes to the Serviced Devices (such as future releases to the Serviced Device’s operating software) or to the Customer Environment may cause interoperability problems or malfunctions in a Serviced Device and/or the Customer Environment. The Customer acknowledges that it is Customer’s responsibility to maintain, at its sole cost and expense, the Customer Environment to ensure that the Customer Environment is interoperable with each Serviced Device. The Customer further acknowledges that it is the Customer’s responsibility, at its sole cost and expense, to maintain and ensure the full and proper functionality of each Serviced Device.

2.4.3 **Invoicing and Orders.** Unless expressly indicated otherwise all NRCs for MSS will be invoiced upon Order Confirmation Date and the initial monthly recurring charges will be invoiced upon RFS or 3 months after Order Confirmation Date (as those terms are defined below) whichever is sooner, and monthly thereafter.

2.4.3.1 Customer acknowledges and accepts that, for some services, such as Service Tickets, a minimum order quantity may apply. Customer shall be advised if a minimum order quantity applies in advance of Customer’s order. Customer accepts that, unless explicitly agreed otherwise in writing, any unused portion of such minimum quantity shall be deemed forfeited upon termination or expiration of the service and Customer shall not be entitled to receive any refund, credit or other form of reimbursement of fees paid in respect of such unused portion.

2.4.3.2 Customer accepts and agrees that (i) in the event Verizon rates or charges are based upon a minimum anticipated service volume or term; and (ii) such volume or term is not met as a result of the termination of one or more service for convenience by Customer or the termination of one or more service by Verizon for cause; then the fees payable after such termination under this Service Attachment shall be adjusted in accordance with the rate or charge Customer would be eligible to receive based on the actual service fees payable by Customer under this Service Attachment or the elapsed portion of the applicable term. In such event, Customer shall promptly pay to Verizon such additional amounts as may become due as a result of such

adjustment, as well as any amounts for services already received under this Service Attachment.

2.4.3.3 If Customer elects to terminate MSS Service for any Serviced Device and after that MSS Service has ended, requests Verizon to renew such service to that device, Verizon may require payment of the then applicable service initiation fees to reestablish such service (e.g., set-up NRCs).

2.4.4 **Service Equipment.** If Verizon-owned equipment and software (“Service Equipment”) is provided to Customer for use in connection with MSS, Customer shall be liable for any and all loss or damage to the Service Equipment, excluding damage attributable to normal wear and tear, in Customer’s possession or under its control, unless such loss or damage is attributable to a negligent act or omission of Verizon. Customer shall notify Verizon immediately of any loss or damage attributable to a negligent act or omission of Verizon. Customer agrees to (i) house the Service Equipment in a safe and serviceable environment and in accordance with reasonable instructions by Verizon as may be given from time to time; and (ii) permit Verizon or an authorized representative of Verizon to modify, relocate, repair, inspect or test the Service Equipment at all times subject to compliance with any reasonable security and safety procedures in force at the location where the Service Equipment is located or housed by or on behalf of Customer.

2.4.4.1 Verizon has the right to revoke the use of the Service Equipment at any time. Upon Verizon’s revocation of Service Equipment use, or termination or expiration of MSS for which the Service Equipment has been provided, the Customer shall immediately cease all further use of the Service Equipment and return to Verizon the Service Equipment in the same condition as such Service Equipment was received, excluding normal wear and tear, in the original or equivalent packaging materials. In such event, freight and insurance shall be prepaid by Customer and Customer shall bear all of the costs and expenses attributable to returning the Service Equipment to Verizon. If Customer fails to return the Service Equipment within 14 calendar days following termination or expiration of the applicable MSS Services, Customer shall be invoiced for the purchase or license of the Service Equipment at greater of: (i) 140% of Verizon’s then current net book value of the Service Equipment, or (ii) the costs and expenses of any new and equivalent replacement equipment procured by Verizon.

2.4.4.2 Customer shall use the Service Equipment for internal purposes only as further defined in this Service Attachment. Customer shall not distribute, reproduce, or sublicense the Service Equipment. Customer shall not reverse engineer, decompile, or disassemble or otherwise attempt to discover source code of the Service Equipment.

2.4.4.3 In certain countries, to be determined at the time of order, Customer must provide certain equipment (e.g. Local Event Collectors and Connection Kits, along with related devices such as terminal servers and modems) to Verizon’s specifications and Verizon will configure and access such equipment remotely. Verizon will not take title to such equipment in that case.

2.4.5 **User Interface.** In connection with the provision of MSS, Customer may be provided with one or more user IDs, account numbers, personal identification numbers or codes, passwords, digital certificates or such other means of authentication (“Login”) to access a web-based portal, dashboard, or other form of user interface (“User Interface”). The User Interface and Login may be used for accessing on-line services,

authorizing instructions and requests using MSS and/or ordering additional services or service tickets. Customer shall at all times keep its Login strictly confidential and shall take all reasonable precautions to prevent unauthorized use, misuse or compromise of its Login. Customer agrees to notify Verizon promptly upon learning of any actual or threatened unauthorized use, misuse, or compromise of its Login. Verizon is entitled to rely on Customer's Login as conclusive evidence of identity and authority. Customer shall be liable for all activities and charges incurred through the use of Customer's Login, and will indemnify, defend and hold Verizon harmless from all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred by Verizon to the extent resulting from the use and/or compromise of Customer's Login, unless the unauthorized use, misuse or compromise of Customer's Login is solely attributable to a Verizon's gross negligence or willful misconduct.

- 2.4.6 **Customer Information.** Customer is responsible for, and Verizon may rely upon, the accuracy, timeliness and completeness of all data, reports and other information Customer supplies. Customer will make available to Verizon its computer programs, data and documentation required by Verizon to perform MSS. Customer shall obtain all governmental approvals, licenses, and permits necessary for completion of MSS, if any. Customer shall prepare any installation site in accordance with Verizon's instructions to ensure that any equipment that interfaces with Customer's computer system operates in accordance with the manufacturer's specifications. If Customer fails to make any preparations required by this Service Attachment and this failure causes Verizon to incur costs during the implementation or provision of MSS, then Customer agrees to reimburse Verizon promptly for these costs.

2.5 Warranties.

- 2.5.1 Verizon warrants to Customer that it will perform its obligations in a good and workmanlike manner. The remedies set forth in the service level agreement ("SLA") portion of this Service Attachment are Customer's sole and exclusive remedies in connection with MSS, including without limitation failure to meet any standard set forth in the SLA.
- 2.5.2 For any third party products or services, Customer shall receive only the warranties offered by such third party to the extent Verizon may pass through such warranties to Customer.
- 2.5.3 Customer represents and warrants that (i) it has and will continue to have all rights, power, permissions and authority necessary to have Verizon perform MSS in the Customer Environment (including, without limitation, all rights, power, permissions and authority necessary in respect of any IP address assigned to a Serviced Device); and (ii) it will use MSS for lawful purposes only. Customer agrees to indemnify, defend and hold a Verizon Indemnified Party, as defined below, harmless from any loss, damage (including reasonable attorneys' fees) and liability of any kind that may be incurred as a result of Customer's breach of the foregoing warranty.

2.6 Limitation of Liability.

- 2.6.1 The parties agree that Verizon will not be liable for any damages caused by hardware, software, other products or services furnished by parties other than Verizon, its agents or subcontractors, or any damages caused by the products and/or services delivered by or on behalf of Verizon which have been modified, serviced or otherwise attended to by parties other than Verizon or without Verizon's prior written and express consent. Customer acknowledges that Verizon shall not be liable for any damages resulting, directly or indirectly, from any act or failure to act by Customer or any third party

(including, without limitation, the non-performance, defaults, omissions or negligence of any third party that provides telecommunications services in the country or countries in which Customer's premises or systems are situated and such other countries from, across, to or in respect of which MSS are provided by or on behalf of Verizon).

2.7 Term and Termination.

- 2.7.1 This Service Exhibit shall become effective upon the Effective Date of the SSA (Agreement) and shall continue in force until termination or expiration of all services it covers.
- 2.7.2 **Order Confirmation.** Verizon will confirm Customer's order via email and the date of this email is the "Order Confirmation Date". The Order Confirmation will confirm the MSS service(s) requested. All NRCs will be invoiced on the Order Confirmation Date.
- 2.7.3 **Ready For Service ("RFS") Notification.** Ready for Service ("RFS") is the date on which Verizon begins providing MSS Service on a Serviced Device. Customer will receive an RFS notification as each MSS Service becomes active.
- 2.7.4 MSS Services ordered under this Service Exhibit, and associated payment obligations will continue until terminated by either party under the terms of the SSA (Agreement). Either party may terminate MSS Service on any Serviced Device, with or without cause, effective 60 days after written notice of termination is given to the other party. Customer will pay any amounts accrued for MSS through the termination date. Customer may cancel a request for MSS Service for any Serviced Device prior to RFS with or without cause, effective 30 days after written notice of cancellation.

2.8 Assumption of Risk.

- 2.8.1 Customer acknowledges and agrees that the price being charged by Verizon for MSS does not include any risk contingency or other assumption of risk, beyond the cost of performance. Verizon is not assuming responsibility for any losses that may occur as a result of the failure to identify all possible threats or vulnerabilities and Verizon is not acting in the capacity or taking on the responsibility of an insurer and is not charging a price that would allow it to do so. It is the responsibility of Customer, as Customer deems fit, to obtain adequate insurance, covering damages to Customer or third parties.
- 2.8.2 The parties acknowledge and agree that temporary disruption, degraded performance or unavailability of all or portion of the Customer's systems or infrastructure may occur in some circumstances as a result of the provision of MSS. Customer agrees to notify appropriate personnel within its organization and any third party Customer deems relevant prior to authorizing any Maintenance Window or Change Request. Notwithstanding anything contained in this Service Attachment to the contrary, Customer assumes all risk for adverse consequences resulting from or associated with (a) the maintenance performed by Verizon in connection with MSS or change requests, and (b) the timeframe Customer elects or authorizes Verizon to perform such maintenance services or change requests.

- 2.9 **Intellectual Property Rights: Ownership.** In conjunction with SSA Section 6, the Statement of Work will specifically identify any Custom Material, which shall be a deliverable Verizon creates uniquely for Customer's sole use (each, a "Custom Material") in accordance with this Service Exhibit. A Custom Material shall not constitute a Technical Element. The Statement of Work will specifically identify and define any Custom Material which would be deemed a "Work Made For Hire" under the Copyright Act of

2.10 **Certification Seals; Verizon Materials.** If, under the terms of this Service Exhibit, Customer is granted the right to use any Verizon certification seals or logos (each, a “Certification Seals”), then the display and presentation of such Certification Seal by Customer are subject to Verizon’s then-current logo guidelines.

2.11 **Confidential information.**

2.11.1 **Methods; Systems; Reports.** Customer acknowledges that the following information constitutes “Confidential Information” under the Agreement: (a) the methods, systems, data and materials used or provided by Verizon in connection with the provision of MSS; and (b) the results of Verizon’s assessment of Customer and all reports issued by Verizon in connection with such results. The term “Confidential Information” does not include information that is (y) expressly excluded from the definition of “Confidential Information” under the Agreement; or (z) comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify Customer or Customer’s computer network or computer systems.

2.11.2 **Permitted Use.** Verizon has the right to disclose Customer’s Confidential Information to a “Qualified Consultant.” For purposes of this Service Attachment, “Qualified Consultant” means a consultant who (a) is engaged by Verizon to assist Verizon in connection with the provision of MSS, (b) agrees in writing to use Customer’s Confidential Information only in connection with the provision of MSS, and (c) agrees in writing to be bound by substantially the same terms and conditions contained in the Agreement regarding the use, disclosure and the protection from disclosure of Customer’s Confidential Information.

2.12. **No Third Party Beneficiaries.** Except as expressly set forth herein, nothing in this Service Exhibit, express or implied, may be construed to confer any rights, legal or equitable, in any person or entity other than the parties hereto and their respective successors and permitted assigns.

2.13. **Definitions and Acronyms.** Capitalized terms not defined herein have the meaning described in the Agreement.

Defined Term/ Acronym	Definition
24x7	A continuous service, 24 hours a day, 7 days a week, 365 (366) days a year, independent of time zones and local or international public holidays.
Applicable Rates	Applicable Rates are the rates that apply for professional services work not included in this agreement. Work at Applicable Rates is subject to the creation and execution of a separate statement of work outlining the activities and the applicable rates for executing these activities.
Authorized Users	Customer personnel authorized by the Customer to access the Security Dashboard
Business Days	Monday through Friday, excluding Christmas and New Year’s Day, from 00:00 UTC to 24:00 UTC.
Certificate	A digital certificate is compliant with x.509v3, RFC 2459, RFC 3280, and RFC 3039. It will include: <ul style="list-style-type: none"> • A public key • The identity or unique pseudonym of the certificate subscriber who owns and holds the private key matching the listed public key • The Issuer’s identity • A start date and expiration date • A reference to the governing policy of the Issuer
Change Request	A request from the Customer, or from Verizon for a change to the <u>SEAM</u> policy, the <u>Rule Set</u> , the configuration, the <u>Service Context</u> , or a request for a <u>Security Upgrade</u> .
Correlation	Comparing data from multiple sources to find patterns and relationships that may point to attacks and abuse.

Defined Term/ Acronym	Definition
Event	A data record produced by a Serviced Device when it detects a Threat. Such a record may be an SNMP trap, a device-generated event, an entry in a log, or an xml event. An Event may also be called “alert”.
Exploit	<p>A method to use a Vulnerability to gain unauthorized access to functions, data, or privileges, generally with malicious intent.</p> <p>An exploit can include a script, virus, Trojan, or a worm. The exploit is mainly defined by the way it replicates and spreads.</p> <p>An attack is the use of an Exploit.</p> <p>A script refers to a document with steps to manually find and exploit vulnerabilities. A script is replicated by publishing it.</p> <p>A virus refers to malicious software attached to a medium (e.g. files, removable media, or documents). A virus replicates using this medium.</p> <p>A Trojan refers to malicious software embedded in applications. The Trojan will not replicate itself; it spreads with the application.</p> <p>A worm refers to a self-contained program (or set of programs) that spreads copies of itself to other computers. A worm can spread through network connections and e-mails in a matter of hours.</p>
Incident	A single Event, or a series of Events, that may represent an intrusion attempt, a reconnaissance attempt or that otherwise require the attention of a security analyst. An Incident may also reflect an “attack”.
Issuer	Issuing authority of Certificates. It is the legal entity that assumes the liability of the Certificates issued under its Certificate Policy (“CP”), and that carries out, authorizes, or delegates the obligations laid down in its Certification Practice Statement (“CPS”).
Local Event Collector	Equipment at Customer’s or Verizon’s premises used to set up secured monitoring or management connections between the <u>Serviced Devices</u> and one or more SMCs.
Log Transport Agent	A Log Transport Agent is a third party or Verizon proprietary software component that runs on a Serviced Device to enable the transport of Event logs generated by that Serviced Device to the Local Event Collector and/or SMC. Like any agent software, a Log Transport Agent may impact available resources for performing tasks and functions.
Maintenance Window	A time window agreed between the Customer and Verizon for Verizon’s performance of certain maintenance or management services on <u>Serviced Devices</u> . During a Maintenance Window, the <u>Serviced Devices</u> and/or MSS may be temporarily disrupted or unavailable. Maintenance windows are limited to a maximum of 6 hrs.
NTE	Not To Exceed – A commonly used acronym in the SLA table.
Other Incident Ticket	A ticket for service related incidents logged with Verizon and created by the Customer or Verizon. Other Incident Tickets will consume Service Tickets, as outlined in this Service Attachment
RFO	Ready For Operations - The date following RFS on which the Customer and Verizon agree that the <u>Serviced Device</u> and <u>SEAM</u> policy have been fine-tuned and the escalation parameters, Service Context and procedures have been set and mutually agreed. From this date, the <u>SLA</u> becomes effective. RFO is given per Serviced Device
Refresh Rate	<p>The rate at which information on the Security Dashboard is refreshed. The Refresh Rate varies dependent on the type of information and the Serviced Device to which the information relates.</p> <p>In general, Security and Health Incidents are updated on the Security Dashboard at a Refresh Rate of 15 minutes. Statistics of Service Devices are refreshed on a daily basis. Updates to Service Requests are reflected on the Security Dashboard as soon as changes are made to the status or comments are added, as per change management process.</p>
RFS	Ready For Service - The date on which Verizon starts providing a MSS Service on a <u>Serviced Device</u> . The RFS may vary for each Serviced Device.
Rule Set	The security policy or rules used by a Serviced Device or by SEAM. The Rule Set may also be called “policy” when there is no confusion with corporate or other policies.

Defined Term/ Acronym	Definition
SEAM	<p>State and Event Analysis Machine – Proprietary Software used by Verizon to process logs, alerts, and scan reports from Serviced Devices. Its functions include:</p> <ul style="list-style-type: none"> • Normalization – converting entries in logs and individual alerts into generalized Events independent of the device and its brand or version. • Classification – giving <u>Events</u> a first classification, using Verizon proprietary Event Classification Policy Language, filtering out false positives or <u>Events</u> related to vulnerabilities absent in the targeted environment. • Correlation – reclassifying or combining <u>Events</u> into meaningful Incidents that will be handled by Verizon security analysts. • Pattern matching – recognizing patterns pointing to reconnaissance scans, infections, or attacks. • Statistics – calculating averages to discover trends and anomalies, and to allow comparisons. • Workflow management – recording the activities for an <u>Incident</u>. • Information management – managing the information needed to examine, evaluate, and classify <u>Incidents</u>. • User management – defining the views and authorization levels of users
Secure E-mail	<p>An e-mail using, where possible and practicable for the Customer, a signature, encryption, and <u>Certificates</u> trusted by Verizon. This is based on S-MIME certificates. Customer is required to provide its public key to Verizon. If this is not possible or practicable for the Customer, Verizon will revert to using unencrypted e-mail communications.</p>
Security Dashboard	<p>A secured web portal for Customer authorized staff to access in connection with MSS. It is the main point of communication between the Customer and Verizon.</p>
Security Upgrade	<p>Changes to a software program to fix a security hole; generally released by the software manufacturer or editor. A Security Upgrade concerns small improvements to the software; security Upgrades generally do not contain substantial new features or functions. A Security Upgrade may also refer to a “patch”, “bug fix”, “service pack” or “update”.</p>
Service Context	<p>A set of documents, with version control, posted on the Security Dashboard, containing information about the Customer that Verizon uses for the provisioning of MSS to the Customer. The Service Context is setup during the service initiation phase and is maintained via the change management process. Customer can also add or update host information in the Service Context. The Service Context may include one or more of the following:</p> <ul style="list-style-type: none"> Specification of Maintenance Windows Procedures, templates for escalation, notification, reporting, change control processes and authorization procedure Contact details and authorization for escalation, notification, and reporting <u>Secure E-mail Certificates</u> Roles and Responsibilities in the form of a RACI Matrix between Customer and Verizon for the different service components Details on maintenance and support contracts Network topologies and asset inventories of systems that can be reached through the security infrastructure Verizon
Serviced Device	<p>An appliance, software feature on a physical device, system, software plug-in or application, at the Customer’s or Customer’s service provider’s premises that is monitored or managed under MSS. Serviced Devices are shown in the Service Context section of the Security Dashboard. Typical examples of a Serviced Device are a router, a network intrusion detection probe, an anti-virus or content-screening plug-in on a proxy, a firewall running on a UTM or server, a virtual security component or a host intrusion detection management station.</p> <p>A Serviced Device can be deployed in the following configurations:</p> <ul style="list-style-type: none"> • Primary: A device processing the day-to-day load. • High Availability: A redundant configuration of two devices each of which has its own software and data in which one device is active and the other, inactive device becomes activated manually or automatically if the primary device fails.

Defined Term/ Acronym	Definition
Service Ticket	A unit for charging certain usage-based services under MSS. A number of Service Tickets are included in the MSS MRC by default for each Serviced Device per 12 month period following the RFS. This number is specified in the Rates and Charges section 1.3 of this Service Attachment.
SMC	Security Management Center. An unmanned data center that hosts the systems for monitoring, managing, or supporting the Serviced Devices. The SMC includes: equipment to connect to the Local Event Collector, management stations, the SEAM engines, signing engines, Security Dashboard, and back-end systems such as back-up devices, file servers, and terminal servers. The SMC may include equipment owned by the Customer.
SMC Time Stamp	A time stamp, recorded by Verizon at the SMC, reported on the Security Dashboard and taken as reference for measuring the service levels. The SMC Time Stamp is recorded in UTC and synchronized worldwide using the Network Time Protocol (“NTP”).
Subordinate Device	An appliance, system, network, or software at Customer or Customer’s service provider’s premises that depends on a Serviced Device but that is not managed or monitored by Verizon. A Subordinate Device can be a local repository or an agent (installed on a server or desktop) that gets its software, configuration and Rule Set updates from a management station being the Serviced Device, and that sends security events to that Serviced Device.
Threat	A (suspected) use of an Exploit, or the (suspected) presence of a Vulnerability in the configuration, platform, or application code. A Threat can be an infection by a worm or virus, or it can be a targeted attack. Exploits can also be combined into Blended Threats, exploiting multiple security holes.
Threat Signature	Code used to recognize a Threat by its pattern. A Threat Signature may contain algorithms to detect dynamically changed malicious behavior, combat obfuscation, or impersonation.
UTC	Coordinated Universal Time. Universal Time indication, standardized by the Bureau International des Poids et Mesures (BIPM) and defined in CCIR Recommendation 460-4. The UTC is the time indicated on atomic clocks. Verizon consults and uses it for its SMCs via the Internet protocol NTP. The UTC code uses the 24-hour clock. 4 pm (afternoon) is equal to 16:00 UTC. Depending on the daylight savings period, the UTC is 4 or 5 hours ahead of Eastern Standard Time (“EST”), and 1 or 2 hours behind Central European Time (“CET”).
Vulnerability	A security hole; a defect that can be exploited to gain access to data, functions, or privileges violating the intended authorization. Vulnerabilities can range from defects in application or system software (e.g. bugs), in the user administration (e.g. non-protected user accounts), in the configuration (e.g. unintended network or file access), in the policy and Rule Set definition (e.g. unrestricted open ports or exposed IP-addresses), etc. The combination of all vulnerabilities of a given system or infrastructure is the exposure.
Work-around	An alternative function or method, often using a temporary patch or reconfiguration, to achieve a result equivalent to the original function or method.

3. **Specifications for MSS – Basic Monitoring.** MSS – Basic Monitoring is available as a monitoring service as described below.

3.1 **Service Matrix.** The following table lists which of the sections apply for each of the Serviced Devices/MSS Services combinations.

	Monitoring Services			
	Device Availability & Health Monitoring	Threat Analysis	Security Incident Handling	Service & Security Incident Reporting
Firewall	√	√	√	√
Network Switch	√	√	√	√
Router	√	√	√	√
Security Appliance	√	√	√	√
Network Intrusion Detection System (“NIDS”)	√	√	√	√
Network Intrusion Prevention System	√	√	√	√

3.2 Device Availability & Health Monitoring.

3.2.1 **Availability Monitoring.** Availability Monitoring provides the following.

- 3.2.1.1 Verizon monitors the availability of the Serviced Device 24x7 by sending a life signal (for example a “ping”) once every life signal time-out period. This time-out period will be two (2) minutes, unless agreed otherwise with the Customer in the Service Context. During monitoring, Verizon can adapt the time-out period to minimize the number of false alerts.
- 3.2.1.2 If the Serviced Device does not respond to a given number of consecutive life signals, Verizon assumes it is unavailable. This number is three (3) out of five (5) consecutive life signals, unless Customer agrees otherwise in the Service Context.
- 3.2.1.3 When Verizon establishes that a Serviced Device is unavailable, it will contact Customer’s contacts defined in the Service Context contacts according to the escalation parameters for the Availability Report.
- 3.2.1.4 These are the contacts and escalation parameters for the Availability Report:

	Interaction	Reporting
Communication Channel	Secure-Email	Security Dashboard
Information Type	Availability Report	Statistics
Reference Time	SMC Time Stamp	SMC Time Stamp
Response Time	30 Minutes or Less	Refresh Rate
Contact Person	1° Primary incident contact 2° Secondary incident contact	Authorized Users
Escalation	1° Primary incident contact 2° Secondary incident contact	

3.2.1.5 Verizon is not responsible for the availability monitoring of the devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.2.2 **Health Monitoring.** Health Monitoring will be defined as provided below and in the Service Context.

- 3.2.2.1 Verizon monitors the health of the Serviced Device 24x7 by measuring a number of health parameters once every ten (10) minutes unless it is otherwise agreed in the Service Context. Conditional upon the reporting capability of the Serviced Device, these health parameters are: CPU usage, Memory usage, Disk usage and Swap usage. Verizon requires access to the Serviced Device in a manner that allows measuring the health parameters reported on by the Serviced Device.
- 3.2.2.2 Verizon will set a health threshold for each of the health parameters reported on by the Serviced Device and will create a health incident if one or more thresholds are exceeded
- 3.2.2.3 When Verizon creates a health incident and if the health incident is indicative of a problem with the Serviced Device, it will contact the Customer contacts defined in the Service Context according to the escalation parameters for the Health Report
- 3.2.2.4 These are the contacts and escalation parameters for the Health Report:

	Interaction	Reporting
Communication Channel	Secure-Email	Security Dashboard
Information Type	Health Report	Statistics
Reference Time	SMC Time Stamp	SMC Time Stamp
Response Time	30 Minutes or Less	Refresh Rate
Contact Person	1° Primary incident contact 2° Secondary incident contact	Authorized Users
Escalation	1° Primary incident contact 2° Secondary incident contact	

3.2.2.5 If Verizon experiences performance problems with the Serviced Device it may recommend a hardware upgrade.

3.2.2.6 Verizon is not responsible for the health monitoring of the devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.3 **Threat Analysis.** The Threat Analysis is based on the logs, Events, and reports produced by a Serviced Device or received from devices serviced by that Serviced Device (i.e. the Subordinate Devices), as available. The results of the Threat Analysis are reported on the Security Dashboard in real-time or periodically (see section Service and Security Incident Reporting). They can also be used for escalating Threats and Incidents in real-time (see section Security Incident Handling).

3.3.1 **Event Collection.**

3.3.1.1 Verizon uses one or more devices including, without limitation, Local Event Collectors and Connection Kits, along with related devices (e.g. terminal servers and modems) (individually and collectively, “Event Collection and Management Equipment”) to collect Events from the Serviced Devices and send Events to the SMC. Verizon and Customer will jointly agree upon the number of locations where Event Collection and Management Equipment is used.

3.3.1.2 For certain types of Serviced Devices, a Log Transport Agent must run on the Serviced Device to enable the transport of the Event logs generated by the Serviced Device to the Local Event Collector and/or SMC. The Customer is responsible to install and maintain the functioning of the Log Transport Agent, including updating the Log Transport Agent as per any reasonable instructions from time to time given by Verizon. Verizon will provide the Customer with a copy of the Log Transport Agent to be installed and install instructions or direct Customer to a download/instruction page.

3.3.2 **Event Analysis.**

3.3.2.1 Verizon analyzes, 24x7, the Events collected and produced by the Serviced Device. The analysis starts when the Events reach the SMC.

3.3.2.2 Verizon evaluates the severity of Events and classifies them according to the Customer-selected SEAM policy into one of the Event classification categories listed below. MSS SEAM policies are pre-defined. Verizon creates a list of pre-defined threats which it deems potentially harmful. Only events that match the pre-defined list of threats are escalated to Customer. This is done automatically by SEAM without any further analysis being done by a Verizon security analyst. Only Events that match the SEAM policy are stored in the database.

Event classification	Level	Conditions
Insufficient Info	L0	Verizon has not enough information to assess the <u>Event</u> . Verizon will ask the Customer for additional details.
Harmful Attack	L1	(I) the <u>Event</u> comes from a device on the inside of the Internet perimeter, and, (ii) the <u>Event</u> points to an attack (attempt) that may result in damage or unauthorized access to a device or application, and, (iii) the cause of the <u>Event</u> renders the Customer's infrastructure vulnerable or compromised.
Harmless Attack	L2	(I) the <u>Event</u> comes from a device on the inside of the Internet perimeter, and, (ii) the <u>Event</u> points to a known attack (attempt), and, (iii) the Customer's infrastructure is not considered vulnerable or compromised based on the current <u>Service Context</u> .
False Positive	L4	The <u>Event</u> is falsely triggered by a device on the inside of the Internet perimeter. Such a false positive is caused by: • Poor detection code or signatures that do not discriminate well between normal and malicious activity for this <u>Incident</u> . • Devices that show characteristics similar to those of malicious activities.
Forensics	L3	The Event comes from a device on the outside of the Internet perimeter. It is only collected for future forensic analysis.
Off-line Analysis	L5 L9	These levels are used during the first phase of a deployment, or after major changes in the network (such as adding or removing a server or <u>Serviced Device</u> , moving a <u>Serviced Device</u> , changing security policies and <u>Rule Sets</u> , installing major signature updates or major software upgrades, implementing an <u>Urgent Change Request</u> , or, replacing a <u>Serviced Device</u>). These <u>Events</u> will only be logged without real time analysis.

3.3.2.3 Only Events that are part of a Harmful, Harmless or Insufficient Information Incident are visible on the Security Dashboard. For all other Events the Security Dashboard shows statistics on Events, not the individual Events. These are the parameters for reporting on the Security Dashboard.

	Reporting
Communication Channel	Security Dashboard
Information Type	Event statistics
Reference Time	SMC Time Stamp
Response Time	Refresh Rate
Contact Person	Authorized Users

3.3.3 Incident Creation and Correlation.

3.3.3.1 Verizon will correlate and aggregate related Events into Incidents.

- Events may appear harmless when they are seen in isolation. However, when they are combined with information from other Events or from information in the Service Context, a more harmful pattern may appear. Examples of Incidents that may be detected are port scanning, spoofing attempts, Exploits of configuration Vulnerabilities, penetration tests, multi-component, and blended worms.
- Events will be compared with the Service Context, the output from vulnerability scanning tools, and Watch Lists.
- Verizon may reclassify Events that were not classified as harmful, and include these in Incidents.

3.3.3.2 The ability to correlate and aggregate depends on the level of provided information on the systems that are monitored by Served Device. This information will be configured in the SEAM policy.

3.3.3.3 Verizon classifies Incidents into one of the following 4 categories:

Incident classification	Conditions
Insufficient Info	One or more of the associated Events were classified as <u>Insufficient Info</u>
Harmful Attack	(i) One or more associated Events come from a device on the inside of the Internet perimeter, and, (ii) The Incident is identified as an attack (attempt) that may result in damage or unauthorized access to a device or application, or as an e-mail attachment suspected to be infected by a virus, and, (iii) the cause of the <u>Incident</u> renders the Customer's infrastructure vulnerable or compromised.
Harmless Attack	(i) One or more associated Events come from a device on the inside of the Internet perimeter, and, (ii) The Incident is identified as a known attack (attempt) or reconnaissance effort, and, (iii) the Customer's infrastructure is not considered vulnerable or compromised based on the <u>Service Context</u> .
False Positive	The Incident is falsely triggered.

3.3.3.4 Individual Incidents, statistics on Incidents, and statistics on Events associated with Incidents are reported on the Security Dashboard. In addition, Incidents can be retrieved using a query panel on the Security Dashboard.

	Reporting
Communication Channel	Security Dashboard
Information Type	Incident
Reference Time	SMC Time Stamp
Response Time	Refresh Rate
Contact Person	Authorized Users

3.3.4 State and Event Analysis Machine (SEAM) Policy Updates.

3.3.4.1 Verizon will provide pre-defined SEAM policies for Customer to select from. The Customer is responsible for entering IP addresses for its assets on the dashboard and assigning one of the Verizon pre-defined SEAM policies to each asset using the Security Dashboard.

3.3.4.2 Verizon may change a SEAM policy:

- (1) After an Insufficient Info Incident has been reclassified.
- (2) If Verizon sees, or is notified of, a massive attack or a virus/worm outbreak with the risk of flooding, as that term is understood in the security industry.
- (3) If Verizon notes flooding. Flooding may occur as a result of wiring changes, new subnets, or new applications with new protocols within Customer's infrastructure.
- (4) If Verizon determines that changes to the Service Context may influence a Rule Set. Such changes may include (without limitation) adding, removing, or moving servers, adding new applications or web servers, or changing Rule Sets in nearby devices.

3.3.4.3 Verizon will inform Customer within 4 hours of any change to the SEAM policy and will not re-classify any Events without Customer’s agreement.

3.4 **Security Incident Handling.** This section deals with real-time escalation and active handling of Threats (Incident Response).

3.4.1 **Incident Handling.**

3.4.1.1 An Incident created during the Threat Analysis starts with status Open.

3.4.1.2 Verizon will change the status of the Incident during the handling of the Incident. Status changes will be communicated by Secure E-mail and displayed on the Security Dashboard. Each time a status is changed, a SMC Time Stamp is added. These are the possible statuses of an Incident:

Incident status	Conditions
Open	The Incident has been created by the SEAM engine or by Verizon. Verizon will further examine it.
Active	Verizon has started examining the Incident; the investigation is not yet finished.
Escalated	The Incident has been escalated because: It concerns a real Threat (a Harmful Attack Incident), or, Verizon needs extra information to classify it (an Insufficient Info Incident).
Closed	The Incident has been fully processed by Verizon. It does not require any further action; actions to mitigate, contain, or resolve the risks have been started.

3.4.1.3 Subsequent to the initial escalation of an Incident to the Customer, the Incident and/or its severity level may be changed by Verizon based on such additional information as may become available or as the Customer may provide during the handling process.

3.4.2 **Incident Escalation.**

3.4.2.1 Verizon escalates Insufficient Info or Harmful Attack Incidents. Verizon does not escalate Harmless Attack or False Positive Incidents.

3.4.2.2 For Insufficient Info or Harmful Attack Incidents, Verizon examines (if it has enough information):

- The target of the Incident, and its characteristics
- If available, the packet dump of the Event
- If such an attack could be successful on the target and what the impact would be
- The best way to mitigate the attack

3.4.2.3 For Insufficient Info or Harmful Attack Incidents: when an Incident is created at the SMC, Verizon sends an Incident report to the Customer within the time defined in the Service Level Agreement section. An Incident Report contains:

- The identity of the affected Serviced Device and its location
- The timestamp in UTC of the Incident
- Source information, when the Incident does not represent a range of sources
- Destination information, when the Incident does not represent a range of destinations

- Threat Signature information; if applicable: Threat Signature ID, name and description
- Packet dump, if obtainable from the Serviced Device using the existing infrastructure

3.4.2.4 Contacts and escalations follow the Service Context with the following parameters:

	Interaction		Reporting
Communication Channel	Secure-Email	Secure-Email	Security Dashboard
Information Type	Incident Report (Insufficient Info)	Incident Report (Harmful Attack)	Statistics
Reference Time	SMC Time Stamp	SMC Time Stamp	SMC Time Stamp
Response Time	NTE 30 minutes	NTE 15 minutes	Refresh Rate
Contact Person	1° Primary incident contact 2° Secondary incident contact	1° Primary incident contact + 2° Secondary incident contact	Authorized Users

3.4.3 Insufficient Info Incident.

- 3.4.3.1 Following its creation of the Incident, Verizon will escalate an Insufficient Info Incident to the Customer in the time defined in the Service Level Agreement section. At the same time, it changes the status to Escalated.
- 3.4.3.2 Verizon does not escalate an Incident as Insufficient Info if it sees that a previously escalated Incident had the same cause. Verizon will reclassify such Incidents in line with the first Incident.
- 3.4.3.3 The quality of Verizon’s classification and the number of Incidents escalated as an Insufficient Info Incident depends on the quality and completeness of the information that Verizon receives on the known network environment of the Serviced Device.
- 3.4.3.4 The Customer is responsible for closing the escalated Incident and providing Verizon with the information required for Verizon to take action (if needed) and change the status to Closed. Such actions are, for example, update the inventory of infrastructure or change the SEAM policy or the Rule Set of the device.
- 3.4.3.5 If the Customer does not provide the missing information in 48 hours, Verizon may send a reminder or may anytime thereafter change the status of the Incident to Closed.

3.4.4 Harmful Attack Incident.

- 3.4.4.1 Following its creation of the Incident, Verizon will escalate a Harmful Attack Incident to the Customer in the time defined in the Service Level Agreement section. At the same time, it changes the status to Escalated. If the Incident is not a reclassification of an Insufficient Info Incident, Verizon will try to trace the identity of the attacking IP addresses and User IDs obtained from the Events for which Verizon is authorized to collect and analyze. Verizon will also ask Customer to verify the integrity of the (application) servers

3.4.4.2 To block the attack, Verizon may advise the Customer to implement a Rule Set Change. The Customer is responsible for bringing the escalated issue to closure and for repairing the integrity of the affected applications and infrastructure. The Customer must inform Verizon of any actions taken, so that Verizon can update its inventory of the infrastructure and the SEAM policy, and so that it can set the Incident status to Closed.

3.5 Service and Security Incident Reporting.

3.5.1 Security Dashboard.

3.5.1.1 The Customer has access to the Security Dashboard 24 x7.

3.5.1.2 The information on the Security Dashboard is updated regularly. Each type of information has its specific Refresh Rate.

3.5.1.3 The Security Dashboard reports security information on devices and agents, individually and aggregated. The Customer can consult the following items if applicable:

- Reporting on the availability of the Serviced Devices, including comments on downtimes during the last 24 hours.
- A list of Incidents classified per location, device, status, and level
- A list of information for each Incident, including associated Events and the signatures that triggered the Events.
- A query builder for searching Events and Incidents
- An overview of connections for the past day, week, or month
- Most frequent sources, destinations, and ports with blocked packets.
- Port scans and spoofing attempts.
- To schedule vulnerability scans and view associated reports .

3.5.1.4 Each authorized user requires one unique Verizon Customer Certificate.

3.5.1.5 MSS includes an unlimited number of vulnerability scanning credits.

3.5.1.6 MSS includes up to 5 Verizon Customer Certificates irrespective of the number of Serviced Devices, unless otherwise agreed in writing. The set up of an additional authorized user, and its associated Verizon Customer Certificate, consumes 2 Service Tickets.

3.5.2 Management Report.

3.5.2.1 Verizon will generate a monthly Management Report and make it available on the Security Dashboard.

3.5.2.2 The Management Report shows:

- A summary of all Incidents of the past period
- A closure report of all Harmful Attack and Insufficient Info Incidents, and management-level interpretation of the Incidents
- Most frequent sources, destinations, and ports of blocked packets
- Requests For Information from Verizon concerning Customer network or to clarify irregularities in the Threat analysis of the past period

3.5.2.3 The Management Report covers all Customer sites and devices serviced under MSS.

3.5.3. **Other Incident Tickets.**

3.5.3.1 ‘Other Incident’ Tickets on the Serviced Devices or Services can be logged with Verizon on a 24x7 basis. These are tickets that Verizon or the Customer can create for service related Incidents..

3.5.3.2 Verizon can be reached through the Security Dashboard, or via Secure E-mail or telephone.

3.5.3.3 Verizon will only give support to the named staff that the Customer has registered in the Service Context.

3.5.3.4 Verizon needs correct and detailed information to help solve a problem encountered with the Serviced Device:

- The name of the caller, telephone number, e-mail address, and company name
- A detailed description of the problem, including steps to reproduce it
- Error codes, messages, log files, output of diagnostic tools
- Changes made to the configuration/policy/rules before Customer has detected the problem
- The impact on the business
- The availability of back-ups and roll-back procedures

3.5.3.5 Verizon will assign a unique Call ID and a Severity Level to every support request that it accepts. The Severity Level is based on Customer information and on the impact of the problem on Customer’s network environment.

Problem Severity	Level	Conditions
Severity 1	S1	An error causes the Serviced Device or MSS to fail. Normal day-to-day business is not possible (e.g. system failure, or an inaccessible or inoperable production system).
Severity 2	S2	An error significantly affects the functions of the Serviced Device or MSS and prevents normal day-to-day business; or an error occurs in a high-risk environment (e.g. an error in one line of a high-availability setup).
Severity 3	S3	An isolated error impacts the functions of the Serviced Device; there is no important impact on the day-to-day business. Or an error occurs that significantly affects the Serviced Device or MSS, but a Work-around exists.
Severity 4	S4	A benign error occurs, or an improvement is asked. There are no problems with the Serviced Device or MSS, and there is no immediate impact on the production environment.

3.5.3.6 For Severity 1 and 2 problems, the Customer and Verizon will both assign a dedicated contact person as defined in the Service Context.

3.5.3.7 A severity 3 or 4 software problem may be resolved in the next revision or upgrade of that software.

3.5.3.8 Verizon will report on the status of a problem with status reports.

3.5.3.9 When Verizon starts working on the problem, it will send the Customer an initial status report. The initial status report will include:

- The Call ID and Severity Level, used in all further calls and e-mails on this problem
 - A description of the problem
 - The status of the investigations
- 3.5.3.10 The Customer may ask for extra status reports by e-mail. Verizon will respond as soon as reasonably possible, by return e-mail.
- 3.5.3.11 Verizon will only interface with the Customer contacts identified in the Service Context, and not the Customer's end users or Customer's partners.
- 3.5.3.12 Verizon has the right to refuse requests that:
- Are made by an end user or partner of the Customer
 - Concern installing new devices or software, stripping and hardening, and applying patches or upgrades
 - Would involve giving implicit training
 - Would involve giving implicit consultancy
 - Would involve a redesign of the Customer's infrastructure (or a part thereof)
- 3.5.3.13 When Verizon believes that it has resolved the problem or given the Customer all information to resolve the problem, it will close the Call ID 5 Business Days after it has sent the information and will also notify the Customer of the closure of the 'Other Incident'.
- 3.5.3.14 Verizon will inform the Customer when a problem is resolved, or when its Severity is lowered to a level that does not require further immediate action.
- 3.5.3.15 If the Customer does not answer a request for information, or a request to perform tasks or to provide Verizon with output:
- After one Business Day, a Severity 1 or 2 problem will be lowered one level
 - After 5 Business Days, Verizon may close the Call ID
- 3.5.3.16 Verizon will carry out root cause analysis of the problem and communicate the results to the Customer. If the source of the problem lies within the Customer's responsibility (for example, Customer networking issues or devices not under Verizon's management) each 'Other Incident' Ticket will consume four (4) Service Tickets.
- 3.5.4 Request For Information.**
- 3.5.4.1 Verizon allows Customer to submit Request For Information ("RFI") enquiries on the Serviced Devices or Services 24x7.
- 3.5.4.2 Requests for Information can be raised through the Security Dashboard and will receive a unique Call ID from Verizon. This Call ID must be used in all further communications on this RFI.
- 3.5.4.3 Each question will consume one Service Ticket. If the RFI is related to an existing escalated Security, Health or 'Other' Incident, no Service Tickets will be charged to the Customer. Service Tickets will only be charged once a Service Device has been declared RFO.

3.5.4.4 Any question on information not directly available through the Security Dashboard or which requires a more detailed analysis compared to what is available on the incident reports, will not be considered as a regular RFI. Examples of such requests are requests to retrieve raw data for forensics and additional one-time reports. Verizon may subject handling such requests to a separate work order and will be charged for at the Applicable Rates or at the mutually agreed number of Service Tickets.

3.5.5 Data Availability and Retention.

3.5.5.1 Incidents are stored in a Verizon proprietary format in the SMC database and are kept for one (1) year, unless otherwise agreed in writing. Archived incidents that are requested by the Customer will be made available in Comma Separated Value (CSV) format or other, mutually agreed format.

3.5.5.2 The amount of data to receive per Serviced Device and per month must not exceed ten (10) Gigabytes. Save as otherwise agreed in this Agreement, the service levels set forth in this Service Attachment apply only if no more than ten (10) Gigabytes are received per Serviced Device per month. Verizon may charge the Customer separately its then current standard or otherwise agreed upon fees for any amount of data received from a Serviced Device during a month exceeding ten (10) Gigabytes.

3.6 Service Level Agreement.

3.6.1 Key Performance Indicators.

3.6.1.1 This SLA defines the Target Levels for which Customer has the right to receive credits ("Service Credits") in case Verizon fails to meet these Target Levels. In relation to a particular Serviced Device, the SLA will become effective when Verizon has issued the Ready For Operations.

3.6.1.2 The metrics that are considered are listed in the Service Credits section. Please refer to the relevant sections in this Service Attachment for a more detailed description of the referenced services and service components.

3.6.2 Service Credits.

3.6.2.1 Subject to the conditions and exclusions set forth herein, Verizon will pay the applicable Service Credits. Service Credits will be calculated monthly. Service Credits can only be received as from the first full service month the SLA is effective.

3.6.2.2 One Device Credit equals the pro-rated charges for one day of the applicable recurring monthly charge payable for the affected Serviced Device.

3.6.2.3 The Target Level indicated in the tables below provides the minimum level that Verizon needs to achieve in any particular month. The Target Level $\leq X/Y$ means that out of Y instances, Verizon is only allowed to exceed the targeted response or intervention time X during that month without paying a Service Credit.

Monitoring Response Time KPI	Target Level	Service Credit
Availability Report / Health Report – delivery > 30 minutes	$\leq 1/10$	1 Device Credit
Incident Report (Insufficient Info Incident) – delivery > 30 minutes, ≤ 120	$\leq 5/100$	1 Device Credits

Monitoring Response Time KPI	Target Level	Service Credit
minutes		
Incident Report (Insufficient Info Incident) – delivery > 120 minutes	0/month	2 Device Credits
Incident Report (Harmful Attack Incident) – delivery > 15 minutes, ≤ 60 minutes	≤ 1/100	1 Device Credit
Incident Report (Harmful Attack Incident) – delivery > 60 minutes	0/month	2 Device Credits

- 3.6.2.4 If a series of cases of unmet Target Levels arise out of the same event, Customer will only be entitled to a single Service Credit for that month, namely the one that attracts the highest value.
- 3.6.2.5 Service Credits for any series of cases of unmet Target Levels will, in aggregate during any month, not exceed 50% of the applicable recurring monthly charge payable for the affected Serviced Device during that month.
- 3.6.2.6 Verizon will not be liable for any failure to achieve the Target Levels and will not incur Service Credits to the extent that such failure is, directly or indirectly, due to:
- A failure by the Customer (or a Customer agent or contractor) to comply with the Customer’s obligations as described in the Service Attachment or the Agreement; and/or;
 - the non-performance, defaults, error, omission or negligence of any third party not under Verizon’s reasonable control (such as but not limited to failure of any of the Customer’s third party providers of telecommunications services or problems with equipment Customer has provided) or any force majeure event; and/or;
 - the performance of routine maintenance work on a Serviced Device or service equipment at the Customer’s location or on any of the equipment used to provision MSS during the applicable Maintenance Window or emergency maintenance; and/or;
 - tests performed or commissioned by or on behalf of the Customer

3.6.3 Service Credit Claim.

- 3.6.3.1 If in the Customer’s opinion, a Target Level has not been met during a particular month Customer must notify Verizon within 30 Business Days following the end of that month to claim the Service Credit. If the Customer fails to notify Verizon, the Customer loses the right to receive any such Service Credit. Verizon will verify and confirm the amount of the credit, if any. The amount of credit, if any, calculated by Verizon and confirmed to the Customer shall be the final definitive assessment of any credit payable.
- 3.6.3.2 Unless explicitly agreed otherwise in this Agreement, (i) Service Credits will be set off against future charges; and (ii) Service Credits are the only remedy and compensation in respect of a failure to meet the Target Levels.

Managed Security Services – Premium

1. **Rates and Charges.** For Managed Security Services - Premium (“MSS”) Customer orders, Customer will pay the non recurring rates and charges (“NRC”) and monthly recurring charges (“MRC”) per MSS Service and per Serviced Device (or per other specified item) as set forth below.

1.1 Non Recurring Charges.

Managed Security Services : PREMIUM	One Time Setup Fee
	NRC
Set-up per site	\$XXXX
Set-up per site (HA)	\$XXXX
Remote set up of Local Event Collectors, connection kits, terminal servers and modems in one or more countries or sites where Customer has provided such equipment.	\$XXX
Set-up fee per device (unless otherwise listed below)	\$XXX
NIDS/NIPS/Virtual NIDS/NIPS Set-up per device	\$XXXX
Security Appliance Set-up per device	\$XXXX
Load Balancer Set-up per device	\$XXXX
Host Intrusion Detection Service (“HIDS”) Management Station Setup fee	\$XXXX
HIDS Set-up fee per additional policy on each HIDS Management Station	\$XXX
HIDS Set-up fee per agent - full escalation	\$XXX
End Point Security Management Station Setup Fee	\$XXXX
Content Screening Set-up fee per additional policy on each device	\$XXX
SEM/SIEM Platform setup fee	\$XXXX
Wireless IDS (WIDS) Management Station Setup Fee	\$XXX
Wireless IDS (WIDS) Sensor Setup Fee	\$XXX
File Integrity and Policy Compliance Monitoring Management Station Setup Fee	\$XXX
Package of 12 Service Tickets	\$XXX

Managed Security Services : PREMIUM PLUS	Setup Fee
Remote Office Option Setup Fee	NRC
TM-MS-Prem Plus-Remote Office Setup fee	\$XXX
Security Policy Program	Setup Fee
	NRC
Security Policy Program fee - 1 - 15 devices	\$XXXX
Security Policy Program fee - 16 - 40 devices	\$XXXX
Security Policy Program fee - 41 - 100 devices	\$XXXXX
Security Policy Program fee - 101+ devices	\$XXXXXX

1.2 Monthly Recurring Charges.

- 1.2.1 **MSS Services.** The following are generally the main categories or types of Monthly Recurring Service Elements available with MSS-Premium, Monitoring or Monitoring and Management, and MSS-Premium Plus. Individual MSS-Premium Service Elements and associated MRCs are set out in Exhibit E-5A. A Statement of Work will

be prepared when Customer wishes to order MSS-Premium Service; the Statement of Work will include all applicable Service elements and related charges.

Managed Security Services : PREMIUM	Monitoring	Monitoring and Management
	MRC	MRC
Firewall Service		
Router Service		
UTM (Security Appliance) Service		
Network Switch Service		
SSL VPN Terminator Service		
Application Level Firewall Service		
Load Balancer Service		
Email Security Gateway Service		
Proxy Servers		
Content Screening Service		
Network Intrusion Detection (NIDS) Service		
Network Intrusion Prevention (NIPS) Service		
Wireless Intrusion Detection (WIDS) Service		
Health Monitoring and Management Only Service		
Database Protection		
Network Admission Control		
File Integrity and Policy Compliance Monitoring (FIPCM) Service		
FIPCM Clients		
Hardware Intrusion Detection Service (“HIDS”)/Hardware Intrusion Protection Service (“HIPS”)		
HIDS/HIPS Servers (price is per server)		
HIDS/HIPS Clients (threshold escalation only)		
End Point Security Service		
Log Monitoring and Management Service		
SEM/SIEM Service		

Data Processing Rate Tier is defined by Verizon for every certified Log Monitoring and Management and SEM/SIEM Serviced Device.

Managed Security Services : PREMIUM PLUS	Monthly Recurring Charges		
Remote Office Option Services	Monitoring	Monitoring and Management	
Device Service Availability SLA		Monitoring and Management High Availability Active/Passive Configuration (MRC includes both devices)	Monitoring and Management Active/Active Configuration (MRC includes both devices)
		MRC	MRC
Security Policy Program	Program Fee		
	MRC		
Executive Reporting Option	Monthly Fee		
	MRC		

1.2.2 **High Availability Service.** For the High Availability version (i.e. Active/Passive configuration) of each MSS Service listed above in the Premium table, Customer will

pay an MRC per Serviced Device equal to the product of multiplying the relevant recurring charge above by the multiplier below. The two related devices in High Availability service are counted as one Serviced Device. (For each MSS Service listed in the Premium table above, the two devices in an Active/Active configuration are counted separately – as two Serviced Devices.)

High Availability Service	Monitoring Only	Monitoring and Management
Multiplier for High Availability Services	1.25	1.4

1.3 **Service Tickets.**

Service Tickets included with each MSS Service listed in section 1.2.1 for each Serviced Device per 12 month period following the RFS date:	
Monitoring	24
Monitoring and Management	96

2. **Terms and Conditions.**

2.1 [Intentionally Blank].

2.2 **Services.** The provision of MSS to each of the types of applications listed in Section 1.2 above is a separate “MSS Service.” MSS is provided for the number of Serviced Devices for which Customer has ordered service. The two related devices in High Availability service are counted as one Serviced Device. A monthly recurring charge applies per MSS Service and per Serviced Device. Due to the inherent evolutionary nature of technology, Verizon reserves the right to change, modify, update or enhance MSS from time to time (“Service Update”) and will notify the Customer’s contact shown in the Service Context (via facsimile or electronic mail) upon publishing new terms. Such new terms shall become effective upon the date specified in Verizon’s notice but no sooner than the 90th day following notice. Unless the Customer elects to terminate MSS under the terms of the Agreement and provides written notice to that effect to Verizon within 30 days following receipt of Verizon’s change notification, the new terms will be deemed accepted and will apply.

2.3 **Excluded Services.** The parties acknowledge that Verizon has no obligation to provide MSS for any Serviced Device that: (i) has been subjected to unusual physical or electrical stress, misuse, negligence or accident; (ii) has been modified, merged, relocated, repaired, serviced or otherwise attended to by a party other than Verizon or without Verizon’s prior written consent; (iii) that is “end-of-life” or which runs a version of operating system and/or application software that is no longer supported or maintained by the relevant manufacturer or licensor; or (iv) has not been properly registered and/or for which required permits or approvals are not or no longer maintained.

2.4 **Additional Services.** Customer may request Verizon to provide services in addition to MSS (“Additional Services”). Such Additional Services may include installation, configuration, training, consulting and other professional services. The provisioning of such Additional Services will be subject to a separate quotation by Verizon and with terms set out in a separate service attachment.

2.5 **Customer Responsibilities.**

2.5.1 The Customer shall (i) at its own expense, procure and maintain adequate maintenance contracts and all licenses necessary for the Serviced Devices to enable Verizon to properly perform MSS; (ii) comply with MSS prerequisites and operational procedures as set forth in the then current terms; and (iii) promptly inform Verizon of any changes

effectuated in the Customer's network and/or Information Technology infrastructure ("Customer Environment") and any changes to the nomination and/or authorization level of the individuals Customer has authorized to oversee, monitor or evaluate the provision of MSS.

- 2.5.2 The Customer acknowledges that modifications or changes to the Serviced Devices (such as future releases to the Serviced Device's operating software) or to the Customer Environment may cause interoperability problems or malfunctions in a Serviced Device and/or the Customer Environment. The Customer acknowledges that it is Customer's responsibility to maintain, at its sole cost and expense, the Customer Environment to ensure that the Customer Environment is interoperable with each Serviced Device. The Customer further acknowledges that it is the Customer's responsibility, at its sole cost and expense, to maintain and ensure the full and proper functionality of each Serviced Device.
- 2.5.3 **Invoicing and Orders.** Unless expressly indicated otherwise all NRCs will be invoiced upon Order Confirmation Date and the initial monthly recurring charges will be invoiced upon RFS or 3 months after Order Confirmation Date (as those terms are defined below), whichever is sooner, and monthly thereafter.
- 2.5.3.1 Customer acknowledges and accepts that, for some services, such as Service Tickets, a minimum order quantity may apply. Customer shall be advised if a minimum order quantity applies in advance of Customer's order. Customer accepts that, unless explicitly agreed otherwise in writing, any unused portion of such minimum quantity shall be deemed forfeited upon termination or expiration of the related MSS Service and Customer shall not be entitled to receive any refund, credit or other form of reimbursement of fees paid in respect of such unused portion.
- 2.5.3.2 If Customer elects to terminate MSS Service for any Serviced Device and after that MSS Service has ended, requests Verizon to renew such service to that device, Verizon may require payment of the then applicable service initiation fees to re-establish service (e.g., set-up NRCs).
- 2.5.4 **Service Equipment.** If Verizon-owned equipment and software ("Service Equipment") is provided to Customer for use in connection with MSS, Customer shall be liable for any and all loss or damage to the Service Equipment, excluding damage attributable to normal wear and tear, in Customer's possession or under its control, unless such loss or damage is attributable to a negligent act or omission of Verizon. Customer shall notify Verizon immediately of any loss or damage attributable to a negligent act or omission of Verizon. Customer agrees to (i) house the Service Equipment in a safe and serviceable environment and in accordance with reasonable instructions by Verizon as may be given from time to time; and (ii) permit Verizon or an authorized representative of Verizon to modify, relocate, repair, inspect or test the Service Equipment at all times subject to compliance with any reasonable security and safety procedures in force at the location where the Service Equipment is located or housed by or on behalf of Customer.
- 2.5.4.1 Verizon has the right to revoke the use of the Service Equipment at any time. Upon Verizon's revocation of Service Equipment use, or termination or expiration of MSS for which the Service Equipment has been provided, the Customer shall immediately cease all further use of the Service Equipment and return to Verizon the Service Equipment in the same condition as such Service Equipment was received, excluding normal wear and tear, in the original or equivalent packaging materials. In such event, freight and insurance shall be prepaid by Customer and Customer shall bear

all of the costs and expenses attributable to returning the Service Equipment to Verizon. If Customer fails to return the Service Equipment within 14 calendar days following termination or expiration of the applicable MSS Services, Customer shall be invoiced for the purchase or license of the Service Equipment at greater of: (i) 140% of Verizon's then current net book value of the Service Equipment, or (ii) the costs and expenses of any new and equivalent replacement equipment procured by Verizon.

2.5.4.2 Customer shall use the Service Equipment for internal purposes only as further defined in this Service Attachment. Customer shall not distribute, reproduce, or sublicense the Service Equipment. Customer shall not reverse engineer, decompile, or disassemble or otherwise attempt to discover source code of the Service Equipment.

2.5.4.3 In certain countries, to be determined at the time of order, Customer must provide certain equipment (e.g. Local Event Collectors and Connection Kits, along with related devices such as terminal servers and modems) to Verizon's specifications and Verizon will configure and access such equipment remotely. Verizon will not take title to such equipment in that case.

2.5.5 **User Interface.** In connection with the provision of MSS, Customer may be provided with one or more user IDs, account numbers, personal identification numbers or codes, passwords, digital certificates or such other means of authentication ("Login") to access a web-based portal, dashboard, or other form of user interface ("User Interface"). The User Interface and Login may be used for accessing on-line services, authorizing instructions and requests using MSS and/or ordering additional services or Service Tickets. Customer shall at all times keep its Login strictly confidential and shall take all reasonable precautions to prevent unauthorized use, misuse or compromise of its Login. Customer agrees to notify Verizon promptly upon learning of any actual or threatened unauthorized use, misuse, or compromise of its Login. Verizon is entitled to rely on Customer's Login as conclusive evidence of identity and authority. Customer shall be liable for all activities and charges incurred through the use of Customer's Login, and will indemnify, defend and hold Verizon harmless from all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred by Verizon to the extent resulting from the use and/or compromise of Customer's Login, unless the unauthorized use, misuse or compromise of Customer's Login is solely attributable to a Verizon's gross negligence or willful misconduct.

2.5.6 **Customer Information.** Customer is responsible for, and Verizon may rely upon, the accuracy, timeliness and completeness of all data, reports and other information Customer supplies. Customer will make available to Verizon its computer programs, data and documentation required by Verizon to perform MSS. Customer shall obtain all governmental approvals, licenses, and permits necessary for completion of MSS, if any. Customer shall prepare any installation site in accordance with Verizon's instructions to ensure that any equipment that interfaces with Customer's computer system operates in accordance with the manufacturer's specifications. If Customer fails to make any preparations required by this Service Attachment and this failure causes Verizon to incur costs during the implementation or provision of MSS, then Customer agrees to reimburse Verizon promptly for these costs.

2.6 Warranties.

2.6.1 Verizon warrants to Customer that it will perform its obligations in a good and workmanlike manner. The remedies set forth in the service level agreement ("SLA")

portion of this Service Attachment are Customer's sole and exclusive remedies in connection with MSS, including without limitation failure to meet any standard set forth in the SLA.

- 2.6.2 For any third party products or services, Customer shall receive only the warranties offered by such third party to the extent Verizon may pass through such warranties to Customer.
- 2.6.3 Customer represents and warrants that (i) it has and will continue to have all rights, power, permissions and authority necessary to have Verizon perform MSS in the Customer Environment (including, without limitation, all rights, power, permissions and authority necessary in respect of any IP address assigned to a Serviced Device); and (ii) it will use MSS for lawful purposes only. Customer agrees to indemnify, defend and hold a Verizon Indemnified Party, as defined below, harmless from any loss, damage (including reasonable attorneys' fees) and liability of any kind that may be incurred as a result of Customer's breach of the foregoing warranty.

2.7 Limitation of Liability.

- 2.7.1 The parties agree that Verizon will not be liable for any damages caused by hardware, software, other products or services furnished by parties other than Verizon, its agents or subcontractors, or any damages caused by the products and/or services delivered by or on behalf of Verizon which have been modified, serviced or otherwise attended to by parties other than Verizon or without Verizon's prior written and express consent. Customer acknowledges that Verizon shall not be liable for any damages resulting, directly or indirectly, from any act or failure to act by Customer or any third party (including, without limitation, the non-performance, defaults, omissions or negligence of any third party that provides telecommunications services in the country or countries in which Customer's premises or systems are situated and such other countries from, across, to or in respect of which MSS is provided by or on behalf of Verizon).

2.8 Term and Termination.

- 2.8.1 This Service Attachment shall become effective upon the Effective Date of the SSA (Agreement) and shall continue in force until termination or expiration of all services it covers.
- 2.8.2 Order Confirmation. Verizon will confirm Customer's order via email and the date of this email is the "Order Confirmation Date". The Order Confirmation will confirm the MSS service(s) requested.
- 2.8.3 Ready For Service ("RFS") Date. Ready for Service ("RFS") is the date on which Verizon begins providing an MSS Service on a Serviced Device. Customer will receive an RFS notification as each MSS Service becomes active.
- 2.8.4 MSS Services ordered under this Service Exhibit, and associated payment obligations, will continue until terminated by either party. Either party may terminate service, or MSS Service on any Serviced Device, with or without cause, effective 60 days after written notice of termination is given to the other party. Customer will pay any amounts accrued for MSS through the termination date. Customer may cancel a request for MSS Service for any Serviced Device prior to RFS with or without cause, effective 30 days after written notice of cancellation.

2.9 Assumption of Risk.

- 2.9.1 Customer acknowledges and agrees that the price being charged by Verizon for MSS does not include any risk contingency or other assumption of risk, beyond the cost of performance. Verizon is not assuming responsibility for any losses that may occur as a result of the failure to identify all possible threats or vulnerabilities and Verizon is not acting in the capacity or taking on the responsibility of an insurer and is not charging a price that would allow it to do so. It is the responsibility of Customer, as Customer deems fit, to obtain adequate insurance, covering damages to Customer or third parties.
- 2.9.2 The parties acknowledge and agree that temporary disruption, degraded performance or unavailability of all or portion of the Customer's systems or infrastructure may occur in some circumstances as a result of the provision of MSS. Customer agrees to notify appropriate personnel within its organization and any third party Customer deems relevant prior to authorizing any Maintenance Window or change request. Notwithstanding anything contained in this Service Attachment to the contrary, Customer assumes all risk for adverse consequences resulting from or associated with (a) the maintenance performed by Verizon in connection with MSS or change requests, and (b) the timeframe Customer elects or authorizes Verizon to perform such maintenance services or change requests.
- 2.9.3 Customer understands that to the extent Customer requests services involving the use of network scanning technology, such activities have substantial inherent risks, including, but not limited to, the loss, disruption, or performance degradation of the Customer's or a third party's business processes, telecommunications, computer products, utilities, or data (the "Scanning Risks"). Customer acknowledges that it understands and accepts the Scanning Risks. Customer specifically authorizes Verizon to perform the portion of MSS that require the use of network scanning technology. Verizon shall take reasonable steps to mitigate these Scanning Risks; however, Customer understands that these Scanning Risks are inherent in the provision of certain computer security services and the use of certain computer security products and cannot be eliminated. Customer agrees to indemnify, defend and hold harmless Verizon and its affiliates, officers, agents, successors or assigns (each, a "Verizon Indemnified Party") from and against any and all loss, damages, liabilities, costs and expenses (including legal expenses and the expenses of other professionals) incurred by Verizon, resulting directly or indirectly from any claim attributable to or arising out of Verizon's use of network scanning technology (each, a "Scanning Claim"), including, without limitation, the use by Verizon of network scanning technology to analyze assets that are not controlled directly by Customer, including, without limitation, servers hosted by third parties. The obligation of Customer to indemnify, defend and hold a Verizon Indemnified Party harmless in connection with a Scanning Claim shall not apply if Verizon's gross negligence or willful misconduct gave rise to such Scanning Claim.

2.10 Intellectual Property Rights: Ownership.

In conjunction with SSA Section 6, the Statement of Work will specifically identify any Custom Material, which shall be a deliverable Verizon creates uniquely for Customer's sole use (each, a "Custom Material") in accordance with this Service Exhibit. A Custom Material shall not constitute a Technical Element. The Statement of Work will specifically identify and define any Custom Material which would be deemed a "Work Made For Hire" under the Copyright Act of 1976.

2.11 [Intentionally Blank]

2.12 **Confidential information.**

2.12.1 **Methods; Systems; Reports.** Customer acknowledges that the following information constitutes “Confidential Information” under the Agreement: (a) the methods, systems, data and materials used or provided by Verizon in connection with the provision of MSS; and (b) the results of Verizon’s assessment of Customer and all reports issued by Verizon in connection with such results. The term “Confidential Information” does not include information that is (y) expressly excluded from the definition of “Confidential Information” under the Agreement; or (z) comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify Customer or Customer’s computer network or computer systems.

2.12.2 **Permitted Use.** Verizon has the right to disclose Customer’s Confidential Information to a “Qualified Consultant.” For purposes of this Service Attachment, “Qualified Consultant” means a consultant who (a) is engaged by Verizon to assist Verizon in connection with the provision of MSS, (b) agrees in writing to use Customer’s Confidential Information only in connection with the provision of MSS, and (c) agrees in writing to be bound by substantially the same terms and conditions contained in the Agreement regarding the use, disclosure and the protection from disclosure of Customer’s Confidential Information.

2.13 **General Provisions.**

2.13.1 **No Third Party Beneficiaries.** Except as expressly set forth herein, nothing in this Service Attachment, express or implied, may be construed to confer any rights, legal or equitable, in any person or entity other than the parties hereto and their respective successors and permitted assigns.

2.13.2 **Definitions and Acronyms.** Capitalized terms not defined herein have the meaning described in the Agreement.

Defined Term / Acronym	Definition
24x7	A continuous service, 24 hours a day, 7 days a week, 365 (366) days a year, independent of time zones and local or international public holidays.
Applicable Rates	Applicable Rates are the rates that apply for professional services work not included in this agreement. Work at Applicable Rates is subject to the creation and execution of a separate statement of work outlining the activities and the applicable rates for executing these activities.
Authorized Users	Customer personnel authorized by the Customer to access the Security Dashboard
Business Days	Monday through Friday, excluding Christmas and New Year’s Day, from 00:00 UTC to 24:00 UTC.
Certificate	A digital certificate is compliant with x.509v3, RFC 2459, RFC 3280, and RFC 3039. It will include: <ul style="list-style-type: none"> • A public key • The identity or unique pseudonym of the certificate subscriber who owns and holds the private key matching the listed public key • The Issuer’s identity • A start date and expiration date • A reference to the governing policy of the Issuer
Change Request	A request from the Customer, or from Verizon for a change to the <u>SEAM</u> policy, the <u>Rule Set</u> , the configuration, the <u>Service Context</u> , or a request for a <u>Security Upgrade</u> .
Connection Kit	Equipment at Customer’s designated premises used to set up secured monitoring or management connections between the <u>Serviced Device(s)</u> and one or more SMCs.
Correlation	Comparing data from multiple sources to find patterns and relationships that may point to attacks and abuse.
Event	A data record produced by a Serviced Device when it detects a Threat. Such a record may be an SNMP trap, a device-generated event, an entry in a log, or an xml event. An Event may also be called “alert”.

Defined Term / Acronym	Definition
Exploit	<p>A method to use a Vulnerability to gain unauthorized access to functions, data, or privileges, generally with malicious intent.</p> <p>An exploit can include a script, virus, Trojan, or a worm. The exploit is mainly defined by the way it replicates and spreads.</p> <p>An attack is the use of an Exploit.</p> <p>A script refers to a document with steps to manually find and exploit vulnerabilities. A script is replicated by publishing it.</p> <p>A virus refers to malicious software attached to a medium (e.g. files, removable media, or documents). A virus replicates using this medium.</p> <p>A Trojan refers to malicious software embedded in applications. The Trojan will not replicate itself; it spreads with the application.</p> <p>A worm refers to a self-contained program (or set of programs) that spreads copies of itself to other computers. A worm can spread through network connections and e-mails in a matter of hours.</p>
Incident	<p>A single Event, or a series of Events, that may represent an intrusion attempt, a reconnaissance attempt or that otherwise require the attention of a security analyst. An Incident may also reflect an "attack".</p>
Issuer	<p>Issuing authority of Certificates. It is the legal entity that assumes the liability of the Certificates issued under its Certificate Policy ("CP"), and that carries out, authorizes, or delegates the obligations laid down in its Certification Practice Statement ("CPS").</p>
Local Event Collector	<p>Equipment at Customer's or Verizon's premises used to set up secured monitoring or management connections between the <u>Serviced Devices</u> and one or more SMCs.</p>
Log Transport Agent	<p>A Log Transport Agent is a third party or Verizon proprietary software component that runs on a Serviced Device to enable the transport of Event logs generated by that Serviced Device to the Local Event Collector and/or SMC. Like any agent software, a Log Transport Agent may impact available resources for performing tasks and functions.</p>
Maintenance Window	<p>A time window agreed between the Customer and Verizon for Verizon's performance of certain maintenance or management services on <u>Serviced Devices</u>. During a Maintenance Window, the <u>Serviced Devices</u> and/or MSS may be temporarily disrupted or unavailable. Maintenance windows are limited to a maximum of 6 hrs.</p>
NTE	<p>Not To Exceed</p>
Other Incident Ticket	<p>A ticket for service related incidents logged with Verizon and created by the Customer or Verizon. Other Incident Tickets will consume Service Tickets, as outlined in this Service Attachment.</p>
RFO	<p>Ready For Operations - The date (following RFS) that Verizon sends RFO notice to Customer documenting agreement by Customer and Verizon that the <u>Serviced Device</u> and <u>SEAM</u> policy have been fine-tuned and the escalation parameters, Service Context and procedures have been set as mutually agreed. From this date, the <u>SLA</u> becomes effective. RFO is given per Serviced Device.</p>
Refresh Rate	<p>The rate at which information on the Security Dashboard is refreshed. The Refresh Rate varies dependent on the type of information and the Serviced Device to which the information relates as shown in this Service Attachment.</p>
RFS	<p>Ready For Service - The date on which Verizon starts providing a MSS Service on a <u>Serviced Device</u>. The RFS may vary for each MSS Service.</p>
Rule Set	<p>The security policy or rules used by a Serviced Device or by SEAM. The Rule Set may also be called "policy" when there is no confusion with corporate or other policies.</p>

Defined Term / Acronym	Definition
SEAM	<p>State and Event Analysis Machine – Proprietary Software used by Verizon to process logs, alerts, and scan reports from Serviced Devices. Its functions include:</p> <ul style="list-style-type: none"> • Normalization – converting entries in logs and individual alerts into generalized Events independent of the device and its brand or version. • Classification – giving Events a first classification, using Verizon proprietary Event Classification Policy Language, filtering out false positives or Events related to vulnerabilities absent in the targeted environment. • Correlation – reclassifying or combining Events into meaningful Incidents that will be handled by Verizon security analysts. • Pattern matching – recognizing patterns pointing to reconnaissance scans, infections, or attacks. • Statistics – calculating averages to discover trends and anomalies, and to allow comparisons. • Workflow management – recording the activities for an Incident. • Information management – managing the information needed to examine, evaluate, and classify <u>Incidents</u>. • User management – defining the views and authorization levels of users
Secure E-mail	<p>An e-mail using, where possible and practicable for the Customer, a signature, encryption, and <u>Certificates</u> trusted by Verizon. This is based on S-MIME certificates. Customer is required to provide its public key to Verizon. If this is not possible or practicable for the Customer, Verizon will revert to using unencrypted e-mail communications.</p>
Security Dashboard	<p>A secured web portal for Customer authorized staff to access in connection with MSS. It is the main point of communication between the Customer and Verizon.</p>
Security Upgrade	<p>Changes to a software program to fix a security hole; generally released by the software manufacturer or editor. A Security Upgrade concerns small improvements to the software; security Upgrades generally do not contain substantial new features or functions. A Security Upgrade may also refer to a “patch”, “bug fix”, “service pack” or “update”.</p>
Service Context	<p>A set of documents, with version control, posted on the Security Dashboard, containing information about the Customer that Verizon uses for the provisioning of MSS to the Customer. The Service Context is setup during the service initiation phase and is maintained via the change management process. Customer can also add or update host information in the Service Context. The Service Context may include one or more of the following:</p> <ul style="list-style-type: none"> Specification of Maintenance Windows Procedures, templates for escalation, notification, reporting, change control processes and authorization procedure Contact details and authorization for escalation, notification, and reporting <u>Secure E-mail Certificates</u> Roles and Responsibilities in the form of a RACI Matrix between Customer and Verizon for the different service components Details on maintenance and support contracts Network topologies and asset inventories of systems that can be reached through the security infrastructure

Defined Term / Acronym	Definition
Serviced Device	<p>An appliance, software feature on a physical device, system, software plug-in or application, at the Customer's or Customer's service provider's premises that is monitored and/or managed under MSS. Serviced Devices are shown in the Service Context section of the Security Dashboard. Typical examples of a Serviced Device are a router, a network intrusion detection probe, an anti-virus or content-screening plug-in on a proxy, a firewall running on a UTM (Unified Threat Management) or server, a virtual security component or a host intrusion detection management station.</p> <p>A Serviced Device can be deployed in the following configurations:</p> <ul style="list-style-type: none"> • Primary: A device processing the day-to-day load. • High Availability: A redundant configuration of two devices (duplicate software and data); not necessarily co-located; activated manually or automatically when the primary device fails. Also sometimes referred to as an "Active-Passive" configuration. • Active-Active: A configuration of 2 devices in a load balancing setup with both devices passing network traffic. In case of failure of one device, the other device either manually or automatically takes over the device functions of the failed device. In this configuration, each device is treated as a separate Serviced Device under MSS, subject to a separate MRC. Note, however, that the rate for the optional Device Service Availability SLA quoted above covers both devices.
Service Ticket	<p>A unit for charging certain usage-based services under MSS. A number of Service Tickets are included in each MSS service by default for each Serviced Device per 12-month period following the RFS. This number is specified in Rates and Charges, section 1.3, of this Service Attachment.</p>
SMC	<p>Security Management Center. A data center that hosts the systems for monitoring, managing, or supporting the Serviced Devices. The SMC includes: equipment to connect to the Local Event Collector, management stations, the SEAM engines, signing engines, Security Dashboard, and back-end systems such as back-up devices, file servers, and terminal servers.</p> <p>The SMC may include equipment owned by the Customer.</p>
SMC Time Stamp	<p>A time stamp, recorded by Verizon at the SMC, reported on the Security Dashboard and taken as reference for measuring the service levels. The SMC Time Stamp is recorded in UTC and synchronized worldwide using the Network Time Protocol ("NTP").</p>
Subordinate Device	<p>An appliance, system, network, or software at Customer or Customer's service provider's premises that depends on a Serviced Device but that is not managed or monitored by Verizon.</p> <p>A Subordinate Device can be a local repository or an agent (installed on a server or desktop) that gets its software, configuration and Rule Set updates from a management station being the Serviced Device, and that sends security events to that Serviced Device.</p>
Threat	<p>A (suspected) use of an Exploit, or the (suspected) presence of a Vulnerability in the configuration, platform, or application code. A Threat can be an infection by a worm or virus, or it can be a targeted attack. Exploits can also be combined into Blended Threats, exploiting multiple security holes.</p>
Threat Signature	<p>Code used to recognize a Threat by its pattern. A Threat Signature may contain algorithms to detect dynamically changed malicious behavior, combat obfuscation, or impersonation.</p>
Unsupported Device	<p>A Serviced Device that is either (i) no longer supported or maintained by its manufacturer; or (ii) an appliance, system, network, or software that is not included in Verizon's portfolio of security products supported on the MSS platform. Certain limitations and conditions with respect to the availability of MSS apply for Unsupported Devices.</p>
UTC	<p>Coordinated Universal Time. Universal Time indication, standardized by the Bureau International des Poids et Mesures (BIPM) and defined in CCIR Recommendation 460-4.</p> <p>The UTC is the time indicated on atomic clocks. Verizon consults and uses it for its SMCs via the Internet protocol NTP. The UTC code uses the 24-hour clock. 4 pm (afternoon) is equal to 16:00 UTC. Depending on the daylight savings period, the UTC is 4 or 5 hours ahead of Eastern Standard Time ("EST"), and 1 or 2 hours behind Central European Time ("CET").</p>
Vulnerability	<p>A security hole; a defect that can be exploited to gain access to data, functions, or privileges violating the intended authorization. Vulnerabilities can range from defects in application or system software (e.g. bugs), in the user administration (e.g. non-protected user accounts), in the configuration (e.g. unintended network or file access), in the policy and Rule Set definition (e.g. unrestricted open ports or exposed IP-addresses), etc. The combination of all vulnerabilities of a given system or infrastructure is the exposure.</p>

Defined Term / Acronym	Definition
Work-around	An alternative function or method, often using a temporary patch or reconfiguration, to achieve a result equivalent to the original function or method.

3. **Specifications for Managed Security Service - Premium.** Managed Security Service -- Premium is available as a monitoring service or a monitoring and management service as described below.

3.1 **Service Matrix.** The following table lists which sections apply for each of the Serviced Devices/MSS Services combinations.

	Monitoring Services				Management Services			
	Device Availability & Health Monitoring	Threat Analysis	Security Incident Handling	Service & Security Incident Reporting	Device Maintenance (Management)	Device Health Management (Management)	Device Security Management (Management)	Service & Security Incident Reporting
Firewall	√	√	√	√	√	√	√	√
Network Switch	√	√	√	√	√	√	√	√
Router	√	√	√	√	√	√	√	√
Security Appliance	√	√	√	√	√	√	√	√
Network Intrusion Detection System ("NIDS")	√	√	√	√	√	√	√	√
Network Intrusion Prevention System	√	√	√	√	√	√	√	√
Wireless IDS		√	√	√	√		√	√
HIDS/HIPS on Servers -- Full Escalation (1)		√	√	√	√		√	√
HIDS/HIPS on Servers -- Threshold Escalation (2)		√		√	√		√	√
HIDS/HIPS on Clients		√		√	√		√	√
Application Level Firewall	√	√	√	√	√	√	√	√
Load Balancer	√	√	√	√	√	√	√	√
SSL VPN	√	√	√	√	√	√	√	√
Email Security Gateway	√	√	√	√	√	√	√	√
Proxy Server	√	√	√	√	√	√	√	√
Content Screening	√	√	√	√	√	√	√	√
SEM/SIEM	√	√	√	√	√	√	√	√
Database Security Gateway	√	√	√	√	√	√	√	√
Database Monitoring Gateway	√	√	√	√	√	√	√	√
Network Admission Control	√	√	√	√	√	√	√	√
SEM/SIEM	√	√	√	√	√	√	√	√
FIPCM		√	√	√	√		√	√
Endpoint Security on Servers and Clients		√	√	√	√		√	√

(1) HIDS/HIPS – Full Escalation: This service is available for HIDS/HIPS agents residing on servers only. When a client orders this service, security events and incidents are created for each individual HIDS/HIPS agent. On-line and off-line reporting happens per HIDS/HIPS agent.

(2) HIDS/HIPS – Threshold Escalation: This service is available for HIDS/HIPS agents residing on servers or on clients (desktops/laptops). When a client orders this service, sensors with the same policy are grouped together. For each group, a number of customer-specific thresholds are defined. When a threshold is exceeded, an automated escalation is sent to the customer. On-line and off-line reporting happens per group.

3.2 Device Availability & Health Monitoring.

3.2.1 Availability Monitoring. Availability Monitoring provides the following.

3.2.1.1 Verizon monitors the availability of the Serviced Device 24x7 by sending a life signal (for example a “ping”) once every life signal time-out period. This time-out period will be two (2) minutes, unless agreed otherwise with the Customer in the Service Context. During monitoring, Verizon can adapt the time-out period to minimize the number of false alerts.

3.2.1.2 If the Serviced Device does not respond to a given number of consecutive life signals, Verizon assumes it is unavailable. This number is three (3) out of five (5) consecutive life signals, unless Customer agrees otherwise in the Service Context.

3.2.1.3 When Verizon establishes that a Serviced Device is unavailable, it will contact Customer's contacts defined in the Service Context contacts according to the escalation parameters for the Availability Report

3.2.1.4 These are the contacts and escalation parameters for the Availability Report:

	Interaction	Reporting
Communication Channel	Phone and Secure-Email	Security Dashboard
Information Type	Availability Report	Statistics
Reference Time	SMC Time Stamp	SMC Time Stamp
Response Time	15 Minutes or Less	Refresh Rate
Contact Person	1° Primary incident contact 2° Secondary incident contact	Authorized Users
Escalation	1° Primary incident contact 2° Secondary incident contact	

3.2.1.6 Verizon is not responsible for the availability monitoring of the devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.2.2 **Health Monitoring.** Health Monitoring provides the following.

3.2.2.1 Verizon monitors the health of the Serviced Device 24x7 by measuring a number of health parameters once every ten (10) minutes unless it is otherwise agreed in the Service Context. Conditional upon the reporting capability of the Serviced Device, these health parameters are: CPU usage, Memory usage, Disk usage and Swap usage. Verizon requires access to the Serviced Device in a manner that allows measuring the health parameters reported on by the Serviced Device.

3.2.2.2 Verizon will set a health threshold for each of the health parameters reported on by the Serviced Device and will create a health incident if one or more thresholds are exceeded

3.2.2.3 When Verizon creates a health incident and if the health incident is indicative of a problem with the Serviced Device, it will contact the Customer contacts defined in the Service Context according to the escalation parameters for the Health Report

3.2.2.4 These are the contacts and escalation parameters for the Health Report:

	Interaction	Reporting
Communication Channel	Secure-Email	Security Dashboard
Information Type	Health Report	Statistics
Reference Time	SMC Time Stamp	SMC Time Stamp
Response Time	15 Minutes or Less	Refresh Rate
Contact Person	1° Primary incident contact 2° Secondary incident contact	Authorized Users
Escalation	1° Primary incident contact 2° Secondary incident contact	

- 3.2.2.5 If Verizon experiences performance problems with the Serviced Device it may recommend a hardware upgrade.
- 3.2.2.6 Verizon is not responsible for the health monitoring of the devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.3 **Threat Analysis.** The Threat Analysis is based on the logs, Events, and reports produced by a Serviced Device or received from devices serviced by that Serviced Device (i.e. the Subordinate Devices), as available. The results of the Threat Analysis are reported on the Security Dashboard in real-time or periodically (see section Service and Security Incident Reporting). They can also be used for escalating Threats and Incidents in real-time (see section Security Incident Handling).

3.3.1 **Event Collection.**

- 3.3.1.1 Verizon uses one or more devices including, without limitation, Local Event Collectors and Connection Kits, along with related devices (e.g. terminal servers and modems) (individually and collectively, “Event Collection and Management Equipment”) to collect Events from the Serviced Devices and send Events to the SMC. Verizon and Customer will jointly agree upon the number of locations where Event Collection and Management Equipment is used.
- 3.3.1.2 For certain types of Serviced Devices, a Log Transport Agent must run on the Serviced Device to enable the transport of the Event logs generated by the Serviced Device to the Local Event Collector and/or SMC. The Customer is responsible to install and maintain the functioning of the Log Transport Agent, including updating the Log Transport Agent as per any reasonable instructions from time to time given by Verizon. Verizon will provide the Customer with a copy of the Log Transport Agent to be installed and install instructions or direct the Customer to a download/instruction page.
- 3.3.1.3 If agreed, Verizon will enable the Serviced Device to collect Events from the devices that it services (i.e. the Subordinate Devices). This service is available only for Managed SEM, HIDS/ HIPS and Application SEM/SIEM devices. Verizon is not responsible to manage the transport of Events from these Subordinate Devices.

3.3.2 **Event Analysis.**

- 3.3.2.1 Verizon analyzes, 24x7, the Events collected and produced by the Serviced Device. The analysis starts when the Events reach the SMC. All Events are labeled with a sequence number to identify them and to track their status.
- 3.3.2.2 Verizon filters and evaluates the severity of Events according to the latest Service Context and SEAM policy using the following Event classifications:

Event Classification	Level	Conditions
Insufficient Info	L0	Verizon has not enough information to assess the <u>Event</u> . Verizon will ask the Customer for additional details.

Event Classification	Level	Conditions
Harmful Attack	L1	(I) the <u>Event</u> comes from a device on the inside of the Internet perimeter, and, (ii) the <u>Event</u> points to an attack (attempt) that may result in damage or unauthorized access to a device or application, and, (iii) the cause of the <u>Event</u> renders the Customer's infrastructure vulnerable or compromised.
Harmless Attack	L2	(I) the <u>Event</u> comes from a device on the inside of the Internet perimeter, and, (ii) the <u>Event</u> points to a known attack (attempt), and, (iii) the Customer's infrastructure is not considered vulnerable or compromised based on the current <u>Service Context</u> .
False Positive	L4	The <u>Event</u> is falsely triggered by a device on the inside of the Internet perimeter. Such a false positive is caused by: • Poor detection code or signatures that do not discriminate well between normal and malicious activity for this <u>Incident</u> . • Devices that show characteristics similar to those of malicious activities.
Forensics	L3	The Event comes from a device on the outside of the Internet perimeter. It is only collected for future forensic analysis.
Off-line Analysis	L5 L9	These levels are used during the first phase of a deployment, or after major changes in the network (such as adding or removing a server or <u>Serviced Device</u> , moving a <u>Serviced Device</u> , changing security policies and <u>Rule Sets</u> , installing major signature updates or major software upgrades, implementing an <u>Urgent Change Request</u> , or, replacing a <u>Serviced Device</u>). These <u>Events</u> will only be logged without real time analysis.

3.3.2.3 Only Events that are part of a Harmful, Harmless or Insufficient Information Incident are visible on the Security Dashboard. For all other Events the Security Dashboard shows statistics on Events, not the individual Events. These are the parameters for reporting on the Security Dashboard.

	Reporting
Communication Channel	Security Dashboard
Information Type	Event statistics
Reference Time	SMC Time Stamp
Response Time	Refresh Rate
Contact Person	Authorized Users

3.3.3 Incident Creation and Correlation.

- 3.3.3.1 Verizon will correlate and aggregate related Events into Incidents.
- Events may appear harmless when they are seen in isolation. However, when they are combined with information from other Events or from information in the Service Context, a more harmful pattern may appear. Examples of Incidents that may be detected are port scanning, spoofing attempts, Exploits of configuration Vulnerabilities, penetration tests, multi-component, and blended worms.
 - Events will be compared with the Service Context and the output from vulnerability scanning tools.
 - Verizon may reclassify Events that were not classified as harmful, and include these in Incidents.

3.3.3.2 The ability to correlate and aggregate depends on the level of provided information on the systems that are monitored by the Serviced Device.

3.3.3.3 Verizon classifies Incidents into one of the following 4 categories:

Incident Classification	Conditions
Insufficient Info	One or more of the associated Events were classified as <u>Insufficient Info</u>
Harmful Attack	(i) One or more associated Events come from a device on the inside of the Internet perimeter, and, (ii) The Incident is identified as an attack (attempt) that may result in damage or unauthorized access to a device or application, or as an e-mail attachment suspected to be infected by a virus, and, (iii) the cause of the <u>Incident</u> renders the Customer's infrastructure vulnerable or compromised.
Harmless Attack	(i) One or more associated Events come from a device on the inside of the Internet perimeter, and, (ii) The Incident is identified as a known attack (attempt) or reconnaissance effort, and, (iii) the Customer's infrastructure is not considered vulnerable or compromised based on the <u>Service Context</u> .
False Positive	The Incident is falsely triggered.

3.3.3.4 Individual Incidents, statistics on Incidents, and statistics on Events associated with Incidents are reported on the Security Dashboard. In addition, Incidents can be retrieved using a query panel on the Security Dashboard.

	Reporting
Communication Channel	Security Dashboard
Information Type	Incident
Reference Time	SMC Time Stamp
Response Time	Refresh Rate
Contact Person	Authorized Users

3.3.4 **State and Event Analysis Machine (SEAM) Policy Updates.**

3.3.4.1 Verizon publishes the SEAM policy on the Security Dashboard. It is defined in the SEAM Event Classification Policy Language ("ECPL").

3.3.4.2 The SEAM policy is managed solely by Verizon.

3.3.4.3 Verizon may change the SEAM policy:

- (1) After an Insufficient Info Incident has been reclassified.
- (2) If Verizon sees, or is notified of, a massive attack or a virus/worm outbreak with the risk of flooding, as that term is understood in the security industry.
- (3) If Verizon notes flooding. Flooding may occur as a result of wiring changes, new subnets, or new applications with new protocols within Customer's infrastructure.
- (4) If Verizon determines that changes to the Service Context may influence a Rule Set. Such changes may include (without limitation) adding, removing, or moving servers, adding new applications or web servers, or changing Rule Sets in nearby devices.

3.3.4.4 Verizon will inform Customer within 4 hours of any change to the SEAM policy

3.4 **Security Incident Handling.** This section deals with real-time escalation and active handling of Threats (Incident Response).

3.4.1 Incident Handling.

3.4.1.1 An Incident created during the Threat Analysis starts with status Open.

3.4.1.2 Verizon will change the status of the Incident during the handling of the Incident. Status changes will be communicated by Secure E-mail and displayed on the Security Dashboard. Each time a status is changed, a SMC Time Stamp is added. These are the possible statuses of an Incident:

Incident status	Conditions
Open	The Incident has been created by the SEAM engine or by Verizon. Verizon will further examine it.
Active	Verizon has started examining the Incident; the investigation is not yet finished.
Escalated	The Incident has been escalated because: It concerns a real Threat (a Harmful Attack Incident), or, Verizon needs extra information to classify it (an Insufficient Info Incident).
Closed	The Incident has been fully processed by Verizon. It does not require any further action; actions to mitigate, contain, or resolve the risks have been started.

3.4.1.3 Subsequent to the initial escalation of an Incident to the Customer, the Incident and/or its severity level may be changed by Verizon based on such additional information as may become available or as the Customer may provide during the handling process.

3.4.2 Incident Escalation.

3.4.2.1 Verizon escalates Insufficient Info or Harmful Attack Incidents. Verizon does not escalate Harmless Attack or False Positive Incidents.

3.4.2.2 For Insufficient Info or Harmful Attack Incidents, Verizon examines (if it has enough information):

- The target of the Incident, and its characteristics
- If available, the packet dump of the Event
- If such an attack could be successful on the target and what the impact would be
- The best way to mitigate the attack

3.4.2.3 For Insufficient Info or Harmful Attack Incidents: when an Incident is created at the SMC, Verizon sends an Incident report to the Customer within the time defined in the Service Level Agreement section. An Incident Report contains:

- The identity of the affected Serviced Device and its location
- The timestamp in UTC of the Incident
- Source information, when the Incident does not represent a range of sources
- Destination information, when the Incident does not represent a range of destinations
- Threat Signature information; if applicable: Threat Signature ID, name and description
- Packet dump, if obtainable from the Serviced Device using the existing infrastructure

3.4.2.4 Contacts and escalations follow the Service Context with the following parameters:

	Interaction		Reporting
Communication Channel	Secure-Email	Secure-Email and Phone	Security Dashboard
Information Type	Incident Report (Insufficient Info)	Incident Report (Harmful Attack)	Statistics
Reference Time	SMC Time Stamp	SMC Time Stamp	SMC Time Stamp
Response Time	NTE 30 minutes	NTE 15 minutes	Refresh Rate
Contact Person	1° Primary incident contact 2° Secondary incident contact	Primary incident contact + Secondary incident contact	Authorized Users

3.4.3 Insufficient Info Incident.

- 3.4.3.1 Following its creation of the Incident, Verizon will escalate an Insufficient Info Incident to the Customer in the time defined in the Service Level Agreement section. At the same time, it changes the status to escalated.
- 3.4.3.2 Verizon does not escalate an Incident as Insufficient Info if it sees that a previously escalated Incident had the same cause. Verizon will reclassify such Incidents in line with the first Incident.
- 3.4.3.3 The quality of Verizon's classification and the number of Incidents escalated as an Insufficient Info Incident depends on the quality and completeness of the information that Verizon receives on the known network environment of the Serviced Device.
- 3.4.3.4 The Customer is responsible for closing the escalated Incident and providing Verizon with the information required for Verizon to take action (if needed) and change the status to Closed. Such actions are, for example, update the inventory of infrastructure or change the SEAM policy or the Rule Set of the device.
- 3.4.3.5 If the Customer does not provide the missing information in 48 hours, Verizon may send a reminder or may anytime thereafter change the status of the Incident to Closed.

3.4.4 Harmful Attack Incident.

- 3.4.4.1 Following its creation of the Incident, Verizon will escalate a Harmful Attack Incident to the Customer in the time defined in the Service Level Agreement section. At the same time, it changes the status to Escalated. If the Incident is not a reclassification of an Insufficient Info Incident, Verizon will try to trace the identity of the attacking IP addresses and User IDs obtained from the Events for which Verizon is authorized to collect and analyze. Verizon will also ask Customer to verify the integrity of the (application) servers
- 3.4.4.2 To block the attack, Verizon may:
- Implement an Emergency Rule Set Change, if Verizon manages the device that can block the attack.
 - Advise the Customer to implement a Rule Set change, if Verizon does not manage the device that can block the attack.

- In the latter case, the Customer is responsible for bringing the escalated issue to closure and for repairing the integrity of the affected applications and infrastructure. The Customer must inform Verizon of any actions taken, so that Verizon can update its inventory of the infrastructure and the SEAM policy, and so that it can set the Incident status to Closed.

3.5 Device Availability & Health Management.

3.5.1 Device Troubleshooting.

- 3.5.1.1 Verizon will try to discover the cause of an unavailability or health problem of a Serviced Device through remote problem diagnosis and upon discovery initiate device troubleshooting to remedy the problem remotely.
- 3.5.1.2 Verizon is not responsible for problem diagnosis of the devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.5.2 Hardware Maintenance.

3.5.2.1 The following services are included if Verizon manages the maintenance and support agreements of the Serviced Devices on the Customer's behalf or if the Customer has provided Verizon with all the associated maintenance and support credentials of the Serviced Devices such that Verizon can invoke the maintenance and support agreement. The Customer will be informed when these actions take place:

- If Verizon thinks the problem is inherent to the Serviced Device, Verizon will escalate it to the manufacturer or vendor;
- If Verizon detects a hardware failure, it will escalate the problem to the vendor or the manufacturer of the Serviced Device and will coordinate the on-site servicing of the hardware by the relevant third party maintenance service provider.

3.5.2.2 If Verizon does not manage the maintenance and support contract of the Serviced Device or has not been provided with the necessary maintenance and support credentials to invoke the maintenance and support agreement, the Customer itself must escalate to the relevant hardware maintenance service provider and co-ordinate the servicing of the hardware.

3.5.2.3 An escalation to the manufacturer or vendor, followed by a hardware replacement or maintenance, will follow the terms and conditions, and the service level of the equipment manufacturer/vendor and its Return Material Authorization ("RMA") policies.

3.5.2.4 Any upgrade or replacement of the hardware, due to failures, new demands, or performance problems, must be jointly coordinated between Verizon and Customer. The Customer must not return a Serviced Device, or parts of it, to the manufacturer or vendor without Verizon's agreement.

3.5.3 Device Restoration.

3.5.3.1 For a Serviced Device where the security application is deployed on a server platform, the Customer is responsible for ensuring the correct operating system version and patch level is installed on the restored Serviced Device. The Customer is also responsible to restore the network

connection between the Serviced Device and the SMC. If a Serviced Device is replaced, this also includes installing the replacement Serviced Device and configuring an external IP address on such replacement device.

- 3.5.3.2 For Serviced Devices that are deployed as appliances, Customer does not need to perform any device restoration activities other than installing the new appliance in the network and restoring the network connection between the appliance and the SMC.
- 3.5.3.3 Verizon is responsible for restoring the configuration files and Rule Set of the Serviced Device from its own back-up copies as specified in the Device Maintenance section.
- 3.5.3.4 Verizon will work with the Customer to test the Serviced Device and its connection to the SMC.
- 3.5.3.5 Verizon is not responsible for restoring the communication between the Serviced Device and the devices serviced by that Serviced Device (i.e. the Subordinate Devices).

3.6 Device Maintenance (Management).

3.6.1 Software Maintenance.

- 3.6.1.1 Verizon monitors the release of new Security Upgrades for the Serviced Devices. The availability of Security Upgrades is dependent on the release schedule of the manufacturer of the Serviced Device.
- 3.6.1.2 New Security Upgrades are checked for their effect and impact, following which Verizon will plan to install the Security Upgrade during the Maintenance Window agreed upon for such installation.
- 3.6.1.3 Irrespective of the number of Serviced Devices under MSS the maximum number of Maintenance Windows the Customer can define is two (2) per week. The day and time of each Maintenance Window will be specified in the Service Context. Each Maintenance Window must be at least four (4) consecutive hours.
- 3.6.1.4 If, according to Verizon, the Threat is critical, the Customer will receive a notification on the ready for deployment status of the Security Upgrade within 36 hours.

Interaction	
Communication Channel	Secure E-mail
Information Type	Ready for deployment notification
Reference Time	SMC Time Stamp
Response Time	NTE 36 hours
Contact Person	Primary incident contact + Secondary incident contact

- 3.6.1.5 If Verizon does not manage the maintenance contract of the Serviced Device, the Customer should as soon as possible provide Verizon with any Security Upgrades that the Customer receives pursuant to its maintenance contract. Verizon can not install the Security Upgrades if it does not receive the Security Upgrades.

3.6.1.6 Verizon will install the Security Upgrades remotely save where, due to the physical location of the Serviced Device or in cases of operating system and/or firmware upgrades, such remote installation is not possible or practicable. On-site installation of Security Upgrades can be planned and carried out by Verizon if so agreed under a separate work order and will be charged for at the Applicable Rates or the mutually agreed upon number of Service Tickets.

3.6.1.7 Verizon reports on the installation of Security Upgrades by e-mail:

Reporting	
Communication Channel	Secure E-mail
Information Type	Confirmation of the installation
Reference Time	SMC Time Stamp
Response Time	After the installation
Contact Person	Primary incident contact + Secondary incident contact

3.6.1.8 Verizon is not responsible for maintaining devices serviced by the Serviced Device (i.e. the Subordinate Devices).

3.6.1.9 Upgrades or replacements which are not directly related to the security of the Serviced Device, such as end-of-life replacements of a Serviced Device, may be planned and carried out by Verizon if so agreed under a separate statement of work and will be charged for at the Applicable Rates or the mutually agreed upon number of Service Tickets. It is the Customer's responsibility to replace Unsupported Devices.

3.6.1.10 Verizon will inform the Customer if the manufacturer announces the end-of-life of a Serviced Device. The end-of-life date is the date communicated by the relevant manufacturer on which the manufacturer will cease supporting the device.

3.6.1.11 No Device Maintenance will be provided by Verizon for Unsupported Devices.

3.6.2 **Device Back-Up.**

3.6.2.1 Verizon will use an automated process to perform a daily back-up the configuration files and the Rule Set of the Serviced Devices. The back-up tools may vary depending on the device type and manufacturer. These back-ups are securely stored in the SMC and are used to return to a previous version if updates do not have the desired result.

3.6.2.2 Verizon will keep a copy of the applications and all installed upgrades for Serviced Devices. These copies will be needed to reinstall the Serviced Device if full back-ups are corrupted or not available.

3.6.2.3 Where the security application is deployed on a server platform, the Customer is responsible to keep a copy of the operating system and latest patches for each Serviced Device. When these back-ups are not available from the Customer, restoration of the Serviced Device will take more time as before Verizon can begin the restoration process the Customer will first need to install the operating system, including the correct service pack and patch level.

3.6.2.4 The Customer is responsible for regularly making a full back-up of the devices serviced by the Serviced Device (i.e. the Subordinate Devices) where possible.

3.7 **Device Security Management.**

3.7.1 **Configuration Management.**

- 3.7.1.1 Verizon will provide recommendations to the Customer for maintaining the configuration of a Serviced Device in line with new Threats and changes in the environment. Verizon will pro-actively provide such recommendations via Secure E-mail to the authorized Customer contacts defined in the Service Context. The frequency is dependent on the vendor or manufacturer of the Serviced Device and/or sources of security intelligence that Verizon uses in delivering the service to the Customer.
- 3.7.1.2 If the Customer wants to change the configuration of a Serviced Device, the Customer must make a request using the Change Request procedures detailed in Change Management Process section.
- 3.7.1.3 Verizon will implement configuration changes during a Maintenance Window agreed upon with the Customer.
- 3.7.1.4 Verizon is not responsible for the configuration management of the devices serviced by the Serviced Device (i.e. the Subordinate Devices) unless the configuration of the Subordinate Devices can only be done using the Serviced Device.

3.7.2 **Rule Set Management.**

- 3.7.2.1 Verizon will implement the initial device Rule Set that the Customer has developed, and Verizon has reviewed, during the Service Commencement Procedure. New policy design, migration of policies, and/or detailed policy reviews will be subject to a separate work order and will be charged for at the Applicable Rates or at the mutually agreed number of Service Tickets.
- 3.7.2.2 The Customer may request changes to the Rule Set of a Service Device. Verizon will evaluate, prepare and implement changes to the Rule Set of a Serviced Device as described in the Change Management Process section.
- 3.7.2.3 The Customer can obtain a copy of the Rule Set at any time via the Security Dashboard or issuing a Request for Information request on the Security Dashboard.

3.7.3 **Change Management Process.**

- 3.7.3.1 A Change Request on behalf of the Customer must be submitted by a Customer staff member that is registered in the Service Context.
- 3.7.3.2 Change Requests must be submitted in the Security Dashboard.
- 3.7.3.3 Verizon assigns a unique Change Request number to each Change Request properly submitted. The Customer must use this number in all communication on this Change Request.
- 3.7.3.4 Each Change Request implemented will consume a number of Service Tickets, depending on its category, as specified in this section

- 3.7.3.5 Before implementing a Change Request, Verizon may ask the Customer for extra confirmation and authorization. Verizon will send a confirmation request to the person who has submitted the Change Request, and to such other Customer contacts as specified in the Service Context.
- 3.7.3.6 A Change Request has a status in each point of its lifecycle. When the status changes, a time stamp in UTC is attached. The Customer will be informed by Secure E-mail of changes to the status. These are the statuses:

Status	Conditions
Open/Reopened	The Change Request has been received by Verizon
Accepted for review	The Change Request conforms to the criteria and is waiting for a second-level review
Accepted	The Change Request has been accepted for implementation by Verizon
Escalated	The Change Request has been escalated by Verizon to the Customer because it is not clear or because it may have unexpected security or availability implications
Discarded	The Change Request has been rejected by Verizon
Implemented	The Change Request has been implemented by Verizon and is waiting for the Customer's validation feedback which is expected to be provided within 2 Business Days after implementation.
Closed	The Change Request is closed after Customer's validation or after 2 Business Days (whichever comes first).

- 3.7.3.7 The Customer can track the progress of the Change Requests through the Security Dashboard.
- 3.7.3.8 Apart from the regular reconfigurations, a major configuration change may be needed. Such a change can be implemented subject to a separate work order and will be charged for at Applicable Rates or at the mutually agreed number of Service Tickets.

A change request is major when it involves any of the following:

- More than 10 changes to a Rule Set simultaneously
- Changes to the IP addresses of a Serviced Device
- A redesign of the infrastructure
- Introducing a device or application in the infrastructure
- Activating a previously unused function on a Serviced Device
- Moving a Serviced Device to a new location
- Hardware refresh of an existing Serviced Device to a different model of the same vendor or an upgrade of the existing software version, other than Security Upgrades as provided under Software Maintenance
- Replacement of Unsupported Devices with Verizon supported Serviced Devices
- Changes estimated to require more time than available in a Maintenance Window

- 3.7.3.9 Verizon will initiate the propagation of Rule Set updates to the devices serviced by the Serviced Device (i.e. the Subordinate Devices). Verizon is however not responsible for the actual propagation of the Rule Set updates to those Subordinate Devices. Verizon will inform the Customer via Secure E-mail should the propagation of the Rule Set Updates not reach the Subordinate Devices
- 3.7.3.10 Verizon will maintain a maximum of five (5) users or user groups for authenticating towards the Serviced Device. The Customer should provide an external authentication server if the number of users or user groups

exceeds five (5). Monitoring and managing such external authentication server is outside the scope of Managed Security Services.

3.7.3.11 Verizon may reject Change Requests not properly submitted on the Security Dashboard (e.g. in case the Change Request has not been submitted on the Security Dashboard or in case the Change Request information submitted is ambiguous or otherwise insufficiently clear to determine the nature of the requested change). Verizon will notify the Customer, as defined in the Service Context, about this rejection via Secure E-mail.

3.7.4 Regular Change Request.

3.7.4.1 A Regular Change Request is a planned change to the topology of Customer's infrastructure or security policy that meets the conditions listed below:

- It meets all criteria for Urgent or Fast-track Change Requests; and
- It concerns a change to the application software; or
- It concerns changes to operating system settings, except for changes to IP addresses.

3.7.4.2 Verizon will review, accept and implement a Regular Change Request ("RCR") according to the times defined below:

Regular Change Request	Timeframe
Accepted	NTE 24 hours
Implementation	Maintenance Window
Cost	2 Service Tickets

3.7.4.3 Verizon will implement accepted Regular Change Requests in the next Maintenance Window as specified in the Service Context provided that the minimum time between submitting a Regular Change Request and its implementation is 48 hours.

3.7.5 Fast-Track Change Request.

3.7.5.1 A Fast-Track Change Request is a planned or unplanned change that meets the conditions specified below:

- It concerns changes to existing rules or the creation of new rules and/or objects in the Rule Set of a Serviced Device and, maximum three (3) Serviced Devices are involved; or
- It concerns creating new hosts in the policy; the host is part of a subnet that is already accessible and configured on the Serviced Device; or
- It concerns allowing or disallowing traffic between existing hosts.

3.7.5.2 Verizon will review, accept and implement a Fast-Track Change Request ("FCR") according to the times defined below:

Fast-Tack Change Request	Timeframe
Accepted	NTE 4 hours
Implementation	NTE 36 hours after acceptance
Cost	6 Service Tickets

3.7.6 Urgent Change Request.

- 3.7.6.1 An Urgent Change Request is an unplanned change that meets the conditions specified below:
- It concerns changes to existing rules or the creation of new rules and/or objects in the Rule Set of one (1) Serviced Device; or
 - It clearly specifies the required configuration setting and its new value.
- 3.7.6.2 Verizon will review, accept and implement an Urgent Change Request (“UCR”) according to the times defined below:

Urgent Change Request	Timeframe
Accepted	NTE 2 hours
Implementation	NTE 4 hours after acceptance
Cost	8 Service Tickets

- 3.7.6.3 During the review and implementation of an Urgent Change Request, the Customer will:
- Ensure that the data supplied to Verizon are detailed enough to allow Verizon to review the request on time.
 - Ensure that an authorized person is available by telephone to further clarify the Urgent Change Request.
 - Confirm the decisions taken during phone calls with Secure E-mail
- 3.7.6.4 A UCR implies that Verizon has less time to review and mitigate potential availability or security risks associated with the change request and therefore its implementation carries a higher degree of risk. By submitting such a request, the Customer accepts all risk associated with the UCR.

3.7.7 Verizon Initiated Emergency Change Request.

- 3.7.7.1 Verizon may implement Emergency Change Requests, such as changing the device Rule Set or disabling Threat Signatures under the following circumstances:
- (1) Verizon witnesses or is notified of a massive attack or of a virus/worm outbreak with the risk of flooding; or
 - (2) Verizon notes flooding that may be caused by changes in the topology of Customer’s infrastructure (e.g., rewiring, adding new subnets, new applications with new protocols); or
 - (3) Changes to the Service Context submitted to Verizon are believed to influence a Rule Set. Such changes may include adding, removing, or moving servers, adding new applications or web servers, and changes to Rule Sets in adjacent devices.
- 3.7.7.2 Verizon is authorized to make changes to the device Rule Set and to disable Threat Signatures in emergencies, and according to the procedures for Urgent Change Requests.

3.8 Service and Security Incident Reporting.

3.8.1 Security Dashboard.

- 3.8.1.1 The Customer has access to the Security Dashboard 24x7.

- 3.8.1.2 The information on the Security Dashboard is updated regularly. Each type of information has its specific Refresh Rate.
- 3.8.1.3 The Security Dashboard reports security information on devices and agents, individually and aggregated. The Customer can consult the following items if applicable:
- Reporting on the availability of the Serviced Devices, including comments on downtimes during the last 24 hours.
 - A list of Incidents classified per location, device, status, and level
 - A list of information for each Incident, including associated Events and the signatures that triggered the Events.
 - A query builder for searching Events and Incidents
 - An overview of connections for the past day, week, or month
 - Most frequent sources, destinations, and ports with blocked packets.
 - Port scans and spoofing attempts
 - To schedule vulnerability scans and view associated reports
 - A list of planned Security Upgrades
 - The status of Change Requests
 - Security Intelligence
- 3.8.1.4 Each authorized user requires one unique Verizon Customer Certificate.
- 3.8.1.5 MSS includes an unlimited number of vulnerability scanning credits.
- 3.8.1.6 MSS includes up to 5 Verizon Customer Certificates irrespective of the number of Serviced Devices unless otherwise agreed in writing. The set up of an additional authorized user, and its associated Verizon Customer Certificate, consumes 2 Service Tickets.

3.8.2 Client Service Manager.

- 3.8.2.1 The Customer will be assigned a Client Service Manager (“CSM”). The CSM is a shared resource assigned to multiple MSS customer accounts.
- 3.8.2.2 The Client Service Manager will host quarterly service review meetings to discuss one or more of the following items:
- Last three (3) Monthly Management Reports and customer security trends as demonstrated by these reports
 - Major incidents requiring further discussion
 - Planned customer activities for the next quarter
 - Planned release and service features
 - Service Level Agreement performance
- 3.8.2.3 The Client Service Manager serves as the Customer escalation point for:
- Issues with regards to the amount of Service Tickets allocated to a service request
 - Questions about the extent of the services delivered within this agreement
 - Quality of Service / Service Level Agreement enquiries

3.8.3 Management Report.

- 3.8.3.1 Verizon will generate a monthly Management Report and make it available on the Security Dashboard.
- 3.8.3.2 The Management Report shows:
- A status of the open Change Requests and Security Upgrades
 - A summary of all Incidents of the past period
 - A closure report of all Harmful Attack and Insufficient Info Incidents, and management-level interpretation of the Incidents
 - Most frequent sources, destinations, and ports of blocked packets
 - An overview of all planned and implemented Change Requests, Rule Set updates, and Security Upgrades of the past period
 - Requests For Information from Verizon concerning Customer's network or to clarify irregularities in the Threat analysis of the past period
- 3.8.3.3 The Management Report covers all Customer sites and Serviced Devices receiving MSS.

3.8.4 Other Incident Tickets.

- 3.8.4.1 'Other Incident' Tickets on the Serviced Devices or MSS Services can be logged with Verizon on a 24x7 basis. These are tickets that Verizon or the Customer can create for service related Incidents.
- 3.8.4.2 Verizon can be reached through the Security Dashboard, or via Secure E-mail or telephone.
- 3.8.4.3 Verizon will only give support to the named staff that the Customer has registered in the Service Context.
- 3.8.4.4 In case the Serviced Device is not managed by Verizon, Verizon needs correct and detailed information to help solve a problem encountered with the Serviced Device:
- The name of the caller, telephone number, e-mail address, and company name
 - A detailed description of the problem, including steps to reproduce it
 - Error codes, messages, log files, output of diagnostic tools
 - Changes made to the configuration/policy/rules before Customer has detected the problem
 - The impact on the business
 - The availability of back-ups and roll-back procedures
 - In case Verizon manages the Serviced Device, the following information is required:
 - The name of the caller, telephone number, e-mail address, and company name
 - A detailed description of the problem, including steps to reproduce it
 - Error codes and messages
 - The impact on the business
- 3.8.4.5 Verizon will assign a unique ticket number and a Severity Level to every support request that it accepts. The Severity Level is based on Customer's

information and on the impact of the problem on the Customer's network environment.

Problem Severity	Level	Conditions
Severity 1	S1	An error causes the Serviced Device or MSS to fail. Normal day-to-day business is not possible (e.g. system failure, an inaccessible or inoperable production system).
Severity 2	S2	An error significantly affects the functions of the Serviced Device or MSS and prevents normal day-to-day business; or an error occurs in a high-risk environment (e.g., an error in one line of a high-availability setup).
Severity 3	S3	An isolated error impacts the functions of the Serviced Device; there is no important impact on the day-to-day business. Or an error occurs that significantly affects the Serviced Device or MSS, but a Work-around exists.
Severity 4	S4	A benign error occurs, or an improvement is asked. There are no problems with the Serviced Device or MSS, and there is no immediate impact on the production environment.

3.8.4.6 For Severity 1 and 2 problems, the Customer and Verizon will both assign a dedicated contact person as defined in the Service Context.

3.8.4.7 A severity 3 or 4 software problem may be resolved in the next revision or upgrade of that software.

3.8.4.8 Verizon will report on the status of a problem with status reports.

3.8.4.9 When Verizon starts working on the problem, it will send the Customer an initial status report. The initial status report will include:

- The call ID and Severity Level, used in all further calls and e-mails on this problem
- A description of the problem
- The status of the investigations

3.8.4.10 The Customer may ask for extra status reports by e-mail. Verizon will respond as soon as possible, by return e-mail.

3.8.4.11 Verizon will only interface with the Customer contacts identified in the Service Context, and not the Customer's end users or Customer's partners..

3.8.4.12 Verizon has the right to refuse requests that:

- Are made by an end user or partner of Customer
- Concern installing new devices or software, stripping and hardening, and applying patches or upgrades
- Would involve giving implicit training
- Would involve giving implicit consultancy
- Would involve a redesign of the Customer's infrastructure (or a part thereof)

3.8.4.13 When Verizon believes that it has resolved the problem or given the Customer all information to resolve the problem, it will close the call ID 5 Business Days after it has sent the information and will also notify the Customer of the closure of the 'Other Incident'.

3.8.4.14 Verizon will inform the Customer when a problem is resolved, or when its Severity is lowered to a level that does not require further immediate action.

- 3.8.4.15 If the Customer does not answer a request for information, or a request to perform tasks or to provide Verizon with output:
- After one Business Day, a Severity 1 or 2 problem will be lowered one level
 - After 5 Business Days, Verizon may close the Call ID
- 3.8.4.16 Verizon will carry out root cause analysis of the problem and communicate the results to the Customer. If the source of the problem lies within the Customer's responsibility (for example, Customer networking issues or devices not under Verizon's management) each 'Other Incident' Ticket will consume four (4) Service Tickets

3.8.5 Request For Information.

- 3.8.5.1 Verizon allows Customer to submit Request For Information ("RFI") inquiries on the Serviced Devices or MSS Services 24x7.
- 3.8.5.2 Requests for Information can be raised through the Security Dashboard and will receive a unique Call ID from Verizon. This Call ID must be used in all further communications on this RFI.
- 3.8.5.3 Each question will consume one Service Ticket. If the RFI is related to an existing escalated Security, Health or 'Other' Incident, no Service Tickets will be charged to the Customer. Service Tickets will be charged only once an RFO is sent for the relevant Service Device.
- 3.8.5.4 Any question on information not directly available through the Security Dashboard or which requires a more detailed analysis compared to what is available on the incident reports, will not be considered as a regular RFI. Examples of such requests are requests to retrieve raw data for forensics and additional one-time reports. Verizon may subject handling such requests to a separate work order and will be charged for at the Applicable Rates or at the mutually agreed number of Service Tickets.

3.8.6 Data Availability and Retention.

- 3.8.6.1 Incidents are stored in a Verizon proprietary format in the SMC database and are kept for one (1) year, unless otherwise agreed in writing. Archived incidents that are requested by the Customer will be made available in Comma Separated Value (CSV) format or other, mutually agreed format.
- 3.8.6.2 Data on raw events will be kept for (1) year. The data on raw events in relation to the last period of (1) year for a Serviced Device can be made available upon request up to one (1) month after service has ended on that Serviced Device. At the end of the retention period, logs and Customer sensitive data will be disposed of according to the relevant Verizon Asset Classification and Handling Policy.
- 3.8.6.3 Data can be retrieved via a RFI ticket through the Security Dashboard and will be provided either as a downloadable file on the Security Dashboard or via an appropriate storage medium. The number of Service Tickets charged and the response time is dependent on the amount of data to be retrieved and the complexity of the request.

3.8.6.4 The amount of data Verizon receives for a Serviced Device in any month must not exceed ten (10) Gigabytes. Verizon will charge Service Tickets to the Customer separately for any amount of data received for a Serviced Device during a month exceeding ten (10) Gigabytes as indicated in the following table:

Additional Data Received (each Serviced Device)	Service Tickets Charged
10 Gigabyte	6 Service Tickets

3.9 Management Stations.

- 3.9.1 A Management Station may be required to capture the logs or alerts from specific Serviced Devices and to manage the Serviced Devices.
- 3.9.2 In some cases and apart from HIDS, for certain types and categories of Serviced Devices, Verizon may provision the Customer on Verizon-owned management stations, hosted in Verizon’s SMC at no additional cost to the Customer. In all other situations, the Customer is responsible to provide the necessary management licenses and/or related software/hardware to enable Verizon to provide MSS on the Serviced Device.
- 3.9.3 The required management station design and architecture will be determined by Verizon in consultation with the Customer prior to activation of MSS.
- 3.9.4 For Monitoring and Management only, Verizon monitors the availability and health of the management stations

3.10 Unsupported Devices.

3.10.1 If so agreed under this Agreement, Verizon will manage and/or monitor Unsupported Devices. This service covers the temporary management of Customer devices until they are replaced by Verizon supported Serviced Devices. The following restrictions apply:

The Unsupported Device will be taken over for monitoring and/or management “as is”;

- Only Availability Monitoring is offered for Monitoring Customers
- For Monitoring and Management Customers, in addition to Availability Monitoring, Troubleshooting, Configuration Management and Rule Set Management services will be provided to the extent so agreed in this Agreement;
- The SLAs do not apply
- Replacement of the Unsupported Devices will be treated as a major Change Request under the Change Management Process described in this Service Attachment and will be charged for at the Applicable Rates or at the mutually agreed number of Service Tickets

3.11 Installation, Configuration, Design and Review Services.

3.11.1 MSS does not include:

- Onsite Installation
- Configuration and Policy reviews,
- Architectural or policy design

- 3.11.2 These additional services can be carried out by Verizon if so agreed under a separate Professional Security Services statement of work and will be charged for at the Applicable Rates.
- 3.11.3 MSS may include Serviced Device configuration if so agreed under a separate Staging and Configuration Schedule and statement of work and will be charged for at the Applicable Rates.

3.12 Premium Plus Service Options.

The following sections in 3.12 list the various options that are subject to an additional MCR, and in some cases an NRC.

Premium Plus Service Option	Monitoring only service	Monitoring and Management service
Remote Office	√	√
Service Availability SLA		√
Executive Reporting	√	√
Security Policy Program	√	√
Security Policy Program Reporting and Review	√	√

3.12.1 Remote Office.

3.12.1.1 The Remote Office option may be ordered for a Serviced Device (a “Remote Office Device”) if all of the following conditions hold:

- The Serviced Device is the only device at the relevant physical location; and
- The Serviced Device protects only the network assets at the relevant physical location; and
- There are no more than three (3) distinct Rule sets across all Serviced Devices receiving service as Remote Office Devices.

3.12.1.2 The MSS Services that can be rendered for a Remote Office Device are limited to:

- For Monitoring customers - Availability Monitoring, Threat Analysis and Service and Security Incident Reporting
- For Monitoring and Management customers - Availability Monitoring, Threat Analysis and Service and Security Incident Reporting, Device Troubleshooting, Hardware Maintenance, Device Restoration, Device Maintenance and Device Security Management with the following additional limitation:
- A Change Request to a distinct Remote Office Rule set will be implemented on all Serviced Devices with that Rule set and will be treated as a major Change Request under the Change Management Process described in this Service Attachment

3.12.1.3 The Service Level Agreement does not apply with respect to Remote Office devices.

3.12.2 Device Service Availability SLA.

3.12.2.1 A Device Service Availability SLA may be ordered for Serviced Devices if all of the following conditions hold:

- The Serviced Device* is located inline with the Customer network traffic and all traffic ceases flowing through the Serviced Device while the Serviced Device is unavailable (“Serviced Device Service Outage”)
- The Serviced Device is installed in an i) Active-Passive (i.e., high availability) configuration meaning that a secondary device will automatically takeover the critical device functions in case of failure of the primary device or ii) Active-Active configuration meaning that either device may automatically take over the critical device functions and network load of the other device in case of a single device failure.
- The Serviced Device is equipped with a Verizon accessible serial console interface allowing device-level access.

* Note that the term “Serviced Device” refers to both devices in an Active/Passive (aka High Availability) configuration. For devices in an Active/Active configuration, the term “Serviced Device” refers to both of the two Serviced Devices in that configuration.

3.12.2.2 In respect of Serviced Device Service Availability the terms in the Service Level Agreement section apply where the Target Level indicates the amount of time per month the Serviced Device should be available. Device Service Availability is calculated as:

$$\left(\frac{1 \text{ Total minutes of Serviced Device Service Outage per month}}{\text{Days in month} \times 24 \text{ hours} \times 60 \text{ minutes}} \right) \times 100\%$$

3.12.2.3 The Target Level indicated in the tables below provides the minimum level that Verizon needs to achieve in any particular month for which the Customer has a right to receive the associated number of Service Credits if Verizon would fail to meet that level.

Availability	Target Level	Service Credit
Device Service Availability	> 99.8%	N/A
Device Service Availability	≥ 99.5% and ≤ 99.8%	2 Device Credit
Device Service Availability	< 99.5%	3 Device Credits

3.12.3 Executive Reporting.

3.12.3.1 Daily and/or weekly reports may be ordered that contain:

- Overview of escalated availability, health and security incidents over the last reporting period
- Overview of Service Request over the last reporting period

3.12.3.2 The reports will be made available on the Security Dashboard in addition to being sent to the Customer via Secure E-Mail.

3.12.4 Security Policy Program.

3.12.4.1 An additional Security Monitoring Custom Program may be ordered which includes the following:

- A custom created SEAM Policy based on the Customer’s specific security monitoring requirements.

- The SEAM policy will be mutually agreed upon deployment and documented as part of the Service Context. Building the SEAM policy will require the Customer's participation.

3.12.5 Security Policy Program Reporting and Review.

3.12.5.1 A Security Policy Program Customer may order a bi-weekly or monthly Security Monitoring Report which will be published on the Security Dashboard

The report will contain:

- Detailed overviews of Security Incidents over the last reporting period and suggestions on how to threat these incidents going forward.
- Incidents that are pending further information from the Customer in order to adjust the SEAM policy
- Significant new threats and suggestions on how the risks of those threats could be mitigated by the SEAM policy

3.12.5.2 A Verizon Security Engineer will conduct a monthly review meeting with the Customer to improve the management of the Customer's SEAM policy

3.13 Service Level Agreement.

3.13.1 Key Performance Indicators.

3.13.1.1 This Service Level Agreement ("SLA") defines the target levels for which Customer has the right to receive credits ("Service Credits") in case Verizon fails to meet these target levels ("Target Levels"). In relation to a particular Serviced Device, the SLA will become effective when Verizon has issued the Ready For Operations notice.

3.13.1.2 The metrics that are considered are listed in the Service Credits section. Please refer to the relevant sections in this Service Attachment for a more detailed description of the referenced services and service components.

3.13.2 Service Credits.

3.13.2.1 Subject to the conditions and exclusions set forth herein, Verizon will pay the applicable Service Credits. Service Credits will be calculated monthly. Service Credits can only be received as from the first full service month the SLA is effective.

3.13.2.2 One Device Credit equals the pro-rated charges for one day of the applicable monthly recurring charge payable for the affected Serviced Device.

3.13.2.3 The Target Level $\leq X/Y$ means that out of Y instances, Verizon is only allowed to exceed the targeted response or intervention time X during that month without Customer being eligible for a Service Credit.

Monitoring Response Time	Target Level	Service Credit
Availability Report / Health Report - delivery > 15 minutes	$\leq 1 / 10$	1 Device Credit
Incident Report (Insufficient Info Incident) - delivery > 30 minutes, ≤ 120 minutes	$\leq 5 / 100$	1 Device Credits

Monitoring Response Time	Target Level	Service Credit
Incident Report (Insufficient Info Incident) - delivery > 120 minutes	0/month	2 Device Credits
Incident Report (Harmful Attack Incident) - delivery > 15 minutes, ≤ 60 minutes	≤ 1/100	1 Device Credit
Incident Report (Harmful Attack Incident) - delivery > 60 minutes	0/month	2 Device Credits

Management Response Time (after status change)	Target Level	Service Credit
Regular Change Request – Acceptance > 24 hours	≤ 1/10	1 Device Credit
Fast-track Change Request – Acceptance > 4 hours	≤ 1/10	1 Device Credit
Fast-track Change Request – Implementation > 36 hours after acceptance	0/10	1 Device Credit
Urgent Change Request – Acceptance > 2 hours	≤ 1/10	1 Device Credit
Urgent Change Request – Implementation > 4 hours, ≤ 8 hours after acceptance	0/10	1 Device Credit
Urgent Change Request – Implementation > 8 hours after acceptance	0/10	2 Device Credits

3.13.2.4 If a series of cases of unmet Target Levels arise out of the same event, Customer will only be entitled to a single Service Credit, namely the one that attracts the highest value.

3.13.2.5 Service Credits for any series of cases of unmet Target Levels will, in aggregate during any month, not exceed 50% of the monthly recurring charge payable for the affected Serviced Device during that month.

3.13.2.6 Verizon will not be liable for any failure to achieve the Target Levels and will not incur Service Credits to the extent that such failure is, directly or indirectly, due to:

- A failure by the Customer (or a Customer agent or contractor) to comply with the Customer's obligations as described in the Service Attachment; and/or;
- the non-performance, defaults, error, omission or negligence of any third party not under Verizon's reasonable control (such as but not limited to failure of any of the Customer's third party providers of telecommunications services or problems with equipment Customer has provided) or any force majeure event; and/or;
- the performance of routine maintenance work on a Serviced Device or service equipment at the Customer's location or on any of the equipment used to provision MSS during the applicable Maintenance Window or emergency maintenance; and/or;
- tests performed or commissioned by or on behalf of the Customer

3.13.3 Service Credit Claim.

3.13.3.1 If in the Customer's opinion a Target Level has not been met during a particular month Customer must notify Verizon within 30 Business Days following the end of that month to claim the Service Credit. If the Customer fails to notify Verizon, the Customer loses the right to receive any such Service Credit. Verizon will verify and confirm the amount of the credit, if any. The amount of credit, if any, calculated by Verizon and confirmed to the Customer shall be the final definitive assessment of any credit payable.

3.13.3.2 Unless explicitly agreed otherwise in this Agreement, (i) Service Credits will be set off against future charges; and (ii) Service Credits are the only remedy and compensation in respect of a failure to meet the Target Levels.

**SERVICED DEVICE STAGING SCHEDULE
TO THE MANAGED SECURITY SERVICES ATTACHMENT**

2. CPE Deployment Services Terms and Conditions.

2.1 General Terms.

- 2.1.1 MSS “Staging Services” are the services specified in this Serviced Device Staging Schedule and if applicable, one or more associated SOWs, which are incorporated herein by this reference. The order of precedence in the event of any conflict is the MSS Attachment first, this Schedule second, and any SOW last.
- 2.1.2 MSS Staging Services are available within the 48 contiguous United States. MSS Staging Services are available in Alaska and Hawaii provided each order has been specifically pre-approved by Verizon.
- 2.1.3 MSS Staging Services are performed between the hours of 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding Verizon-observed and United States Federal holidays (“Office Hours”). Work extending beyond Office Hours and work on Saturday is considered “Overtime” work. All other periods of work are “Sunday and Holiday Hours” work. If Customer requests that MSS Staging Services be performed during Overtime or Sunday and Holiday Hours, Customer will pay Verizon its then current time and material labor rate for such work hours. Unless Customer otherwise requests in writing Verizon will, at Customer’s expense, apply for permits necessary for MSS Staging Services. Verizon will provide Customer written notice indicating the date MSS Staging Services are complete (the “In-Service Date”). Should Customer request delay of MSS Staging Services, or should MSS Staging Services be delayed as a result of Customer’s action or inaction, Verizon may store the equipment, or any portion thereof, at Customer’s risk and expense.
- 2.1.4 Verizon will attempt to meet Customer’s requested In-Service Dates, however Verizon can not guarantee any In-Service Date. In-Service Dates are subject to the availability of materials and resources.

2.2 MSS Staging Services Options.

- 2.2.1 **Staging.** Verizon will stage and ship Serviced Devices to Customer designated locations or remotely provide Staging Services as shown in the applicable quote. Verizon will work remotely with Customer to coordinate Staging. Staging occurs within a Verizon-designated facility or where applicable, by remotely accessing the Customer’s location.

MSS Staging Services are available only for three types of Serviced Devices, i) Firewalls; ii) Security Appliances (UTM), iii) Intrusion Detection and Prevention systems (IDS/IPS)

MSS Staging Services are provided for Serviced Devices in existing customer locations only (including new devices as well as replacement devices as long as they are within an existing location). MSS Staging Services include (i) OS configuration and/or Application version and patch install; (ii) Firewall Policy and static routing implementation. The Firewall Policy includes policy transfer from one vendor device to another where applicable (iii) VPN and VLAN implementation; (iv) Interface configuration (includes IP configuration); (v) IDS/IPS Signature enabling (Vendor defaults); (vi) Creation of virtual IDS/IPS sensors.

MSS Staging Services do not include:

- On-site installation services. Verizon will provide remote support to the Customer.
- Devices to be installed at new MSS customer sites
- Security Policy Design.
- Policy Consolidation (i.e. Two firewall policies merged into one)
- Configuration of Wide Area Networking features

2.2.2 Staging Process.

Prior to MSS Staging Services beginning, a kickoff meeting is held to cover the following points:

- *Introduction:* Verizon will introduce the Verizon engagement team and identify appropriate Customer contacts
- *Goals, objectives and scope:* Verizon will provide a high-level review of the MSS Staging Services goals, objectives and scope.
- *Resource requirements:* Customer must make available all documentation requested by Verizon (e.g., prior work papers, policies, standards, etc.), people (e.g., system manager, system administrator, etc.), physical access, LAN access, system access, training, etc.
- *Schedule:* Verizon and Customer will develop the project plan

Verizon will designate a project manager (the "Project Manager") who will act as the central point of contact throughout the MSS Staging Services. The Project Manager will be responsible for managing the schedule and will also collaborate with the Customer to develop a project plan that will specify resources, dates, times, and locations for the tasks described in the project plan. The Customer must make available to Verizon the appropriate Customer personnel provide all necessary approvals and information. Verizon will proceed with providing the MSS Staging Services only after the Customer approved the project plan. Customer may not unreasonably delay or withhold such approval. The Verizon Project Manager also is responsible for managing the change control process. Should the project requirements change during the course of the engagement, the Customer must provide the Project Manager with the proposed modifications to scope, budget and schedule. Any modification to scope, budget and schedule will be documented into a new Statement of Work (SOW), and will be signed by both parties.

2.2.2.1 Methodology.

- **Information gathering**

Verizon will examine topology, network description, host information, application documentation, and initial policy documentation, which Customer will provide.

Network Design

Using the Customer provided information gathered in the previous step, Verizon will work with the Customer to create a network design to integrate the new Serviced Devices into the existing Customer environment, which includes a management segment for the remote administration of the devices.

- **Creation of Device Configuration**

Verizon will review the initial Serviced Device policy with the Customer and collect Customer comments. Based upon the feedback received from the Customer, Verizon will make any necessary changes to the initial policy document and create the final Device Security Policy and Configuration to be applied to the Devices (the 'Device Configuration'). The Device Configuration will contain the Customer's basic network configuration as well as the security policy of the Devices. After successful review and creation of the Device Configuration with the Customer, Verizon will either i) apply the approved Device Configuration to the Serviced Devices in a Verizon-designated facility and then ship the Serviced Devices to the Customer location/s or ii) if it is providing services remotely, coordinate with Customer to plan the Customer's rack, cable and installation of the Serviced Devices. Before the Customer performs its onsite installation, Verizon will organize a conference call with the Customer to confirm that the Customer is prepared to begin, and that Verizon can reach the Serviced Devices remotely.

Serviced Device Installation and remote Device Configuration

Customer will provide management access of the remote Serviced Devices to Verizon. The Customer will acquire, rack/stack, and power-on the new Serviced Devices. Customer will configure a management interface and initial basic rule-base so Verizon can gain remote access. Verizon will provide instructions and remote support as required throughout this process. After the Device Configuration has been implemented on the Serviced Devices, Verizon will remotely conduct preliminary testing working in conjunction with the Customer. After the point of cut-over to the Customer's production environment, testing will continue to confirm that the new Serviced Devices do not hinder any legitimate production traffic. MSS Staging Services include a 4-6 hour cutover maintenance window to ensure the Serviced Devices are functioning correctly in the Customer's production environment. In addition to the MSS Staging Services described above, and after testing has been completed, Verizon will test the end to end connectivity through the Verizon Security Management Centre (SMC), to confirm that Verizon has access to the Serviced Devices.

2.3 Customer Responsibilities. Customer is responsible to:

- Provide configuration(s). This includes all necessary policy and configuration information to enable the Serviced Device to be configured.
- Asset tags as required
- Provide licensed copies of operating system and applications software, as applicable;
- Install or re-install software not provided by Verizon;
- Ensure all Serviced Devices have a valid vendor maintenance and support contract
- Control all activities associated with the existing customer equipment, including without limitation changes, additions or deletions of devices made by any non-Verizon-provided technicians.

Customer acknowledges that Verizon's provision of the MSS Staging Services is dependent on the timely performance by Customer and its third party contractors (if any) of their responsibilities. Delays or non-performance by Customer or its third party contractors may cause a reasonable extension to the related timelines of Verizon commensurate with such delay and Verizon will from time to time advise Customer of any adjustments which Verizon has been required to make during the course of performance as a result of such delays or non-performance. In the event that delays or non-performance by Customer or its third party contractors results in additional staging services being required beyond the initial target dates as set forth in this SOW, Customer will pay Verizon for such additional services at Verizon's then current time and expense charges.

**MANAGED SECURITY SERVICES (MSS) SECURITY SERVICES EXHIBIT E -5A
RATES AND CHARGES
SECURITY SERVICE ATTACHMENT E (SSA)**

MANAGED SECURITY SERVICES - PREMISES BASED

The rates and charges for the Services are set out in Exhibit E-5A and such rates and charges shall be firm for Services ordered during the Term Period of the SSA. The applicable rates and charges shall be included in the Statement of Work consistent with the specific MSS Service(s) ordered by Customer.

One Time Set Up Fees	PRICE (\$)
Site setup fee	2,125.00
HA Site setup fee	4,250.00
Site setup fee - customer owned service equipment	212.50
Device setup fee-Firewall	425.00
Device setup Virtual Firewall	425.00
Device setup fee-Third Party VPN Link	425.00
Device setup fee-NIDS	850.00
Device setup fee-NIPS	850.00
Device setup fee-Virtual NIDS	850.00
Device setup fee-Virtual NIPS	850.00
Device setup fee-HIDS Management Station	425.00
Device setup fee-HIDS Additional Policy	425.00
Device setup fee-HIDS Full Escalation	106.25
Device setup fee-End Point Management Station	850.00
Device setup fee-End Point Server	212.50
Device setup fee-SSL VPN	425.00
Device setup fee-Gateway Anti-Virus	425.00
Device setup fee-Application-level Firewall	425.00
Device setup fee-Proxy Server	425.00
Device setup fee-Content Screening	425.00
Device setup fee-Content Screening Additional Policy	425.00
Device setup fee-Router	425.00
Device setup fee-Security Appliance	850.00
Device setup fee-Health Monitoring	425.00
Device Connection fee - per Application Log appliance	425.00
Application Log Host Deployment Fee	42.50
Device setup fee-NAC	425.00
Device setup fee-Database Security Gateway	425.00
Device setup fee-Database Monitoring Gateway	425.00
Device setup fee-Network Switch	425.00

Device setup fee -Load Balancer	2,125.00
Device setup fee - Report Server	425.00
Managed SEM-Platform Appliance setup fee	1,275.00
Managed SEM-Device setup fee-Type1 Device	425.00
Managed SEM-Device setup fee-Type2 Device	425.00
Managed SEM-Device setup fee-Type3 Device	85.00
Managed SEM-Device setup fee-Type4 - 1 to 100 Clients	1,700.00
Managed SEM-Device setup fee-Type4 - 101 to 250 Clients	2,550.00
Managed SEM-Device setup fee-Type4 - 251 to 1000 Clients	4,250.00
Managed SEM-Device setup fee-Type4 - 1001 to 5000 Clients	5,950.00

BASIC MONITORING

Monthly Recurring Fees	PRICE (\$)
Firewall	
Firewall Monitoring Realtime	357.00
Firewall Monitoring Realtime HA	446.25
Firewall with IPS functionality	
Firewall Realtime with IPS Monitoring	499.80
Firewall Realtime with IPS Monitoring HA	624.75
Network Intrusion Detection	
Network Intrusion Detection Monitoring	427.55
Network Intrusion Detection External Monitoring	266.90
Network Intrusion Detection Monitoring HA	534.65
Network Intrusion Detection External Monitoring HA	334.05
Network Intrusion Prevention	
Network Intrusion Prevention Monitoring	427.55
Network Intrusion Prevention Monitoring HA	534.65
Router	
Router Monitoring Realtime	357.00
Router Monitoring Realtime HA	446.25
UTM (Security Appliance)	
Security Appliance realtime escalation-mon	559.30
Security Appliance realtime escalation-mon HA	699.55
Network Switch	
Network-Switch- Realtime-mon	285.60
Network-Switch- Realtime-mon HA	357.00

PREMIUM

Monthly Recurring Fees	PRICE (\$)
Firewall	
Firewall Monitoring	510.00
Firewall Management	799.00
Firewall Monitoring HA	637.50
Firewall Management HA	1,118.60
Firewall Monitoring Gigabit	841.50
Firewall Management Gigabit	1,130.50

Firewall Monitoring HA Gigabit	1,052.30
Firewall Management HA Gigabit	1,582.70
Firewall with IPS	
Firewall with IPS Monitoring	714.00
Firewall with IPS Management	1,219.75
Firewall with IPS Monitoring HA	892.50
Firewall with IPS Management HA	1,707.65
Firewall with IPS Monitoring Gigabit	1,178.10
Firewall with IPS Management Gigabit	1,683.85
Firewall with IPS Monitoring HA Gigabit	1,473.05
Firewall with IPS Management HA Gigabit	2,357.05
Virtual firewall	
Virtual firewall Monitoring	399.50
Virtual firewall Management	582.25
Virtual firewall Monitoring HA	499.80
Virtual firewall Management HA	815.15
Virtual firewall Monitoring Gigabit	479.40
Virtual firewall Management Gigabit	698.70
Virtual firewall Monitoring HA Gigabit	600.10
Virtual firewall Management HA Gigabit	978.35
Virtual firewall with IPS Monitoring	559.30
Virtual firewall with IPS Management	916.30
Virtual firewall with IPS Monitoring HA	699.55
Virtual firewall with IPS Management HA	1,282.65
Virtual firewall with IPS Monitoring Gigabit	671.50
Virtual firewall with IPS Management Gigabit	1,099.90
Virtual firewall with IPS Monitoring HA Gigabit	839.80
Virtual firewall with IPS Management HA Gigabit	1,539.35
Third-party VPN link Monitoring	
Third Party VPN Link-mon	255.00
Network Intrusion Detection	
Network Intrusion Detection Monitoring	610.30
Network Intrusion Detection Management	1,017.45
Network Intrusion Detection Monitoring HA	762.45
Network Intrusion Detection Management HA	1,424.60
Network Intrusion Detection External Monitoring	380.80
Network Intrusion Detection External Management	788.80
Network Intrusion Detection External Monitoring HA	476.00
Network Intrusion Detection External Management HA	1,104.15
Network Intrusion Detection Monitoring Gigabyte	1,008.95
Network Intrusion Detection Management Gigabyte	1,413.55
Network Intrusion Detection Monitoring HA Gigabyte	1,260.55
Network Intrusion Detection Management HA Gigabyte	1,978.80
Network Intrusion Detection External Monitoring Gigabyte	630.70
Network Intrusion Detection External Management Gigabyte	1,038.70
Network Intrusion Detection External Monitoring HA Gigabyte	788.80
Network Intrusion Detection External Management HA Gigabyte	1,453.50
Virtual Network Intrusion Detection	

Virtual Network Intrusion Detection Monitoring	559.30
Virtual Network Intrusion Detection Management	815.15
Virtual Network Intrusion Detection Monitoring HA	699.55
Virtual Network Intrusion Detection Management HA	1,141.55
Virtual Network Intrusion Detection Monitoring Gigabit	671.50
Virtual Network Intrusion Detection Management Gigabit	978.35
Virtual Network Intrusion Detection Monitoring HA Gigabit	839.80
Virtual Network Intrusion Detection Management HA Gigabit	1,370.20
Network Intrusion Prevention	
Network Intrusion Prevention Monitoring	610.30
Network Intrusion Prevention Management	1,017.45
Network Intrusion Prevention Monitoring HA	762.45
Network Intrusion Prevention Management HA	1,424.60
Network Intrusion Prevention Monitoring Gigabyte	1,008.95
Network Intrusion Prevention Management Gigabyte	1,413.55
Network Intrusion Prevention Monitoring HA Gigabyte	1,260.55
Network Intrusion Prevention Management HA Gigabyte	1,978.80
Virtual Network Intrusion Prevention	
Virtual Network Intrusion Prevention Monitoring	559.30
Virtual Network Intrusion Prevention Management	815.15
Virtual Network Intrusion Prevention Monitoring HA	699.55
Virtual Network Intrusion Prevention Management HA	1,141.55
Virtual Network Intrusion Prevention Monitoring Gigabit	671.50
Virtual Network Intrusion Prevention Management Gigabit	978.35
Virtual Network Intrusion Prevention Monitoring HA Gigabit	839.80
Virtual Network Intrusion Prevention Management HA Gigabit	1,370.20
Router	
Router Monitoring	510.00
Router Management	799.00
Router Monitoring HA	637.50
Router Management HA	1,118.60
Router Monitoring Gigabit	612.00
Router Management Gigabit	958.80
Router Monitoring HA Gigabit	765.00
Router Management HA Gigabit	1,342.15

PREMIUM

Monthly Recurring Fees	PRICE(\$)
UTM - Security Appliance	
Security Appliance realtime escalation-mon	799.00
Security Appliance realtime escalation-man	1,270.75
HA Security Appliance realtime escalation-mon	998.75
HA Security Appliance realtime escalation-man	1,779.05
Security Appliance realtime escalation Gigabyte-mon	1,317.50
Security Appliance realtime escalation Gigabyte-man	2,097.80
HA Security Appliance realtime escalation Gigabyte-mon	1,647.30
HA Security Appliance realtime escalation Gigabyte-man	2,936.75

Gateway Anti-virus		
Gateway Anti-Virus-mon		408.00
Gateway Anti-Virus-man		1,098.20
HA Gateway Anti-Virus-mon		510.00
HA Gateway Anti-Virus-man		1,536.80
Anti-Spam Plugin on Gateway Anti-Virus-man		318.75
HA Anti-Spam Plugin on Gateway Anti-Virus-man		445.40
Proxy Servers		
Proxy Server-mon		255.00
Proxy Server-man		913.75
HA Proxy Server-mon		318.75
HA Proxy Server-man		1,279.25
Anti-Virus Plugin on Proxy Server-mon		136.85
Anti-Virus Plugin on Proxy Server-man		454.75
Anti-Spam Plugin on Proxy Server-mon		136.85
Anti-Spam Plugin on Proxy Server-man		454.75
Content Screening Plugin on Proxy Server-mon		136.85
Content Screening Plugin on Proxy Server-man		454.75
HA-Anti-Virus Plugin on Proxy Server-mon		191.25
HA Anti-Virus Plugin on Proxy Server-man		636.65
HA-Anti-Spam Plugin on Proxy Server-mon		191.25
HA Anti-Spam Plugin on Proxy Server-man		636.65
HA-Content Screening Plugin on Proxy Server-mon		191.25
HA Content Screening Plugin on Proxy Server-man		636.65
Content Screening Servers		
Content Screening-mon		255.00
Content Screening-man		913.75
HA Content Screening-mon		318.75
HA Content Screening-man		1,279.25
Content Screening Additional Policy		361.25
Health Monitoring only		
Health Monitoring-mon		255.00
HA-Health Monitoring-mon		318.75
Application Log Monitoring and Management		
Application Log Appliance LX510-mon		396.10
Application Log Appliance LX1010-mon		588.20
Application Log Appliance LX2010-mon		783.70
Application Log Appliance MX2010-mon		940.95
Application Log Appliance ST2010-mon		1,098.20
Application Log Appliance ST3010-mon		1,093.10
HA-Application Log Appliance LX510-mon		494.70
HA-Application Log Appliance LX1010-mon		735.25
HA-Application Log Appliance LX2010-mon		979.20
HA-Application Log Appliance MX2010-mon		1,176.40
HA-Application Log Appliance ST2010-mon		1,372.75
HA-Application Log Appliance ST3010-mon		1,366.80
Application Log Appliance LX510-man		489.60
Application Log Appliance LX1010-man		731.85

Application Log Appliance LX2010-man	979.20
Application Log Appliance MX2010-man	1,174.70
Application Log Appliance ST2010-man	1,369.35
Application Log Appliance ST3010-man	1,369.35
HA-Application Log Appliance LX510-man	685.10
HA-Application Log Appliance LX1010-man	1,024.25
HA-Application Log Appliance LX2010-man	1,370.20
HA-Application Log Appliance MX2010-man	1,643.90
HA-Application Log Appliance ST2010-man	1,916.75
HA-Application Log Appliance ST3010-man	1,916.75
Loadbalancers	
Load Balancer-mon	714.00
Load Balancer-man	1,118.60
HA-Load Balancer-mon	892.50
HA-Load Balancer-man	1,565.70
Network Switch	
Network-Switch-mon	408.00
Network-Switch-man	639.20
HA-Network-Switch-mon	510.00
HA-Network-Switch-man	895.05
Network-Switch-mon Gigabit	489.60
Network-Switch-man Gigabit	766.70
HA-Network-Switch-mon Gigabit	612.00
HA-Network-Switch-man Gigabit	1,074.40
SSL VPN Terminators	
SSL VPN-mon	262.65
SSL VPN-man	1,570.80
HA SSL VPN-mon	328.10
HA SSL VPN-man	2,198.95
Application Level Firewalls	
Application-level firewall-mon	606.90
Application-level firewall-man	850.85
HA Application-level firewall-mon	759.05
HA Application-level firewall-man	1,190.85
Database Protection	
Database Security Gateway-mon	1,433.95
Database Security Gateway-man	1,719.55
HA-Database Security Gateway-mon	1,792.65
HA-Database Security Gateway-man	2,407.20
Database Monitoring Gateway-mon	1,404.20
Database Monitoring Gateway-man	1,689.80
HA-Database Monitoring Gateway-mon	1,755.25
HA-Database Monitoring Gateway-man	2,365.55
Network Admission Control	
Network Admission Control-mon	1,029.35
Network Admission Control-man	1,237.60
HA-Network Admission Control-mon	1,286.90
HA-Network Admission Control-man	1,732.30

Host-based Intrusion Detection		
HIDS Management Station		837.25
HIDS Additional Policy		361.25
HIDS Full Escalation Server Sensor		255.00
HIDS Threshold Escalation Server Sensor		51.00
HIDS Threshold Escalation Desktop Sensor 1-100 Agents		739.50
HIDS Threshold Escalation Desktop Sensor 101-250 Agents		1,479.00
HIDS Threshold Escalation Desktop Sensor 251-1000 Agents		2,962.25
HIDS Threshold Escalation Desktop Sensor 1001-5000 Agents		4,441.25
HIDS Threshold Escalation Desktop Sensor 5001-10000 Agents		5,924.50
HIDS Threshold Escalation Desktop Sensor 10001-25000 Agents		7,403.50
HIDS Threshold Escalation Desktop Sensor 25001-50000 Agents		8,886.75
HIDS Threshold Escalation Desktop Sensor 50001-100000 Agents		10,365.75
End Point Security		
End Point Management Station-mon		1,674.50
End Point Management Station-man		2,511.75
End Point Server		102.00
End Point Clients 1-100 Clients		1,294.55
End Point Clients 101-250 Clients		2,588.25
End Point Clients 251-1000 Clients		5,184.15
End Point Clients 1001-5000 Clients		7,772.40
End Point Clients 5001-10000 Clients		10,368.30
End Point Clients 10001-25000 Clients		12,956.55
End Point Clients 25001-50000 Clients		15,551.60
End Point Clients 50001-100000 Clients		18,140.05
Managed SEM		
Managed SEM-mon		936.70
Managed SEM-man		1,249.50
HA-Managed SEM-mon		1,171.30
HA-Managed SEM-man		1,749.30
Managed SEM-Type1 Device-mon		260.10
Managed SEM-Type2 Device-mon		208.25
Managed SEM-Type3 Device-mon		26.35
Managed SEM-Type4 - 1 to 100 Clients-mon		521.05
Managed SEM-Type4 - 101 to 250 Clients-mon		937.55
Managed SEM-Type4 - 251 to 1000 Clients-mon		1,822.40
Managed SEM-Type4 - 1001 to 5000 Clients-mon		2,603.55
Report Server		
Report Server-man		255.00

PREMIUM PLUS

One Time Setup Fees	PRICE(\$)
TM-MS-Prem Plus-Remote Office Setup fee	212.50
TM-MS-Prem Plus-Security Policy Program fee - 1 - 15 devices	2,720.00
TM-MS-Prem Plus-Security Policy Program fee - 16 - 40 devices	6,800.00
TM-MS-Prem Plus-Security Policy Program fee - 41 - 100 devices	13,600.00

TM-MS-Prem Plus-Security Policy Program fee - 101+ devices	25,500.00
Premium Plus - Monthly Recurring Fees	PRICE
Premium Plus - Remote Office option	
TM-MS-Prem Plus-REM Office-Firewall-mon	357.00
TM-MS-Prem Plus-REM Office-Firewall-man	559.30
TM-MS-Prem Plus-REM Office-Firewall with IPS-mon	499.80
TM-MS-Prem Plus-REM Office-Firewall with IPS-man	854.25
TM-MS-Prem Plus-REM Office-Third Party VPN Link-mon	178.50
TM-MS-Prem Plus-REM Office-Router-mon	357.00
TM-MS-Prem Plus-REM Office-Router-man	559.30
TM-MS-Prem Plus-REM Office-Security Appliance-mon	559.30
TM-MS-Prem Plus-REM Office-Security Appliance-man	889.95
Premium Plus - Device SLA option	
TM-MS-Prem Plus-SLA-HA Firewall realtime escalation-man	1,342.15
TM-MS-Prem Plus-SLA-HA Actv-Actv Firewall realtime escalation-man	1,879.35
TM-MS-Prem Plus-SLA-HA Firewall realtime escalation with IPS-man	2,049.35
TM-MS-Prem Plus-SLA-HA Actv-Actv Firewall realtime escalation with IPS-man	2,868.75
TM-MS-Prem Plus-SLA-HA Firewall realtime escalation Gigabyte-man	1,898.90
TM-MS-Prem Plus-SLA-HA Actv-Actv Firewall realtime escalation Gigabyte-man	2,658.80
TM-MS-Prem Plus-SLA-HA Firewall realtime escalation with IPS Gigabyte-man	2,828.80
TM-MS-Prem Plus-SLA-HA Actv-Actv Firewall realtime escalation with IPS Gigabyte-man	3,960.15
TM-MS-Prem Plus-SLA-HA Virtual firewall realtime escalation-man	978.35
TM-MS-Prem Plus-SLA-HA Actv-Actv Virtual firewall realtime escalation-man	1,260.25
TM-MS-Prem Plus-SLA-HA Virtual firewall realtime escalation-gigabit-man	1,173.85
TM-MS-Prem Plus-SLA-HA Actv-Actv Virtual firewall realtime escalation-gigabit-man	1,643.05
TM-MS-Prem Plus-SLA-HA Virtual firewall realtime escalation with IPS-man	1,539.35
TM-MS-Prem Plus-SLA-HA Actv-Actv Virtual firewall realtime escalation with IPS-man	2,154.75
TM-MS-Prem Plus-SLA-HA Virtual firewall realtime escalation with IPS-gigabit-man	1,847.05
TM-MS-Prem Plus-SLA-HA Actv-Actv Virtual firewall realtime escalation with IPS-gigabit-man	2,585.70
TM-MS-Prem Plus-SLA-HA NIDS-man	1,709.35
TM-MS-Prem Plus-SLA-HA NIDS external sensor-man	1,325.15
TM-MS-Prem Plus-SLA-HA NIPS-man	1,709.35
TM-MS-Prem Plus-SLA-HA NIDS Gigabyte-man	2,374.90
TM-MS-Prem Plus-SLA-HA NIDS external sensor Gigabyte-man	1,744.20
TM-MS-Prem Plus-SLA-HA NIPS Gigabyte-man	2,374.90
TM-MS-Prem Plus-SLA-HA Virtual NIDS-man	1,370.20
TM-MS-Prem Plus-SLA-HA Virtual NIDS-gigabit-man	1,643.90
TM-MS-Prem Plus-SLA-HA Virtual NIPS-man	1,370.20
TM-MS-Prem Plus-SLA-HA Virtual NIPS-gigabit-man	1,643.90
TM-MS-Prem Plus-SLA-HA Router realtime escalation-man	1,342.15
TM-MS-Prem Plus-SLA-HA Actv-Actv Router realtime escalation-man	1,879.35
TM-MS-Prem Plus-SLA-HA Router realtime escalation-gigabit-man	1,610.75
TM-MS-Prem Plus-SLA-HA Actv-Actv Router realtime escalation-gigabit-man	2,255.05
TM-MS-Prem Plus-SLA-HA Security Appliance realtime escalation-man	2,135.20
TM-MS-Prem Plus-SLA-HA Actv-Actv Security Appliance realtime escalation-man	2,989.45
TM-MS-Prem Plus-SLA-HA Security Appliance realtime escalation Gigabyte-man	3,524.10

TM-MS-Prem Plus-SLA-HA Actv-Actv Security Appliance realtime escalation Gigabyte-man	4,933.40
TM-MS-Prem Plus-SLA-HA Gateway Anti-Virus-man	1,844.50
TM-MS-Prem Plus-SLA-HA Actv-Actv Gateway Anti-Virus-man	2,582.30
TM-MS-Prem Plus-SLA-HA Proxy Server-man	1,535.10
TM-MS-Prem Plus-SLA-HA Actv-Actv Proxy Server-man	2,148.80
TM-MS-Prem Plus-SLA-HA Content Screening-man	1,535.10
TM-MS-Prem Plus-SLA-HA Actv-Actv Content Screening-man	2,148.80
TM-MS-Prem Plus-SLA-HA-Application Log Appliance LX510-mon&man	821.95
TM-MS-Prem Plus-SLA-HA-Application Log Appliance LX1010-mon&man	1,229.10
TM-MS-Prem Plus-SLA-HA-Application Log Appliance LX2010-mon&man	1,643.90
TM-MS-Prem Plus-SLA-HA-Application Log Appliance MX2010-mon&man	1,972.00
TM-MS-Prem Plus-SLA-HA-Application Log Appliance ST2010-mon&man	2,300.10
TM-MS-Prem Plus-SLA-HA-Application Log Appliance ST3010-mon&man	2,300.10
TM-MS-Prem Plus-SLA-HA-Load Balancer-man	1,878.50
TM-MS-Prem Plus-SLA-HA Actv-Actv-Load Balancer-man	2,629.90
TM-MS-Prem Plus-SLA-HA-Network-Switch-realtime-man	1,074.40
TM-MS-Prem Plus-SLA-HA Actv-Actv-Network-Switch-realtime-man	1,504.50
TM-MS-Prem Plus-SLA-HA-Network-Switch-realtime-gigabit-man	1,289.45
TM-MS-Prem Plus-SLA-HA Actv-Actv-Network-Switch-realtime-gigabit-man	1,805.40
TM-MS-Prem Plus-SLA-HA SSL VPN-man	2,638.40
TM-MS-Prem Plus-SLA-HA Application-level firewall-man	1,428.85
TM-MS-Prem Plus-SLA-HA Actv-Actv Application-level firewall-man	2,000.05
TM-MS-Prem Plus-SLA-HA-Database Security Gateway-mon&man	2,888.30
TM-MS-Prem Plus-SLA-HA-Database Monitoring Gateway-mon&man	2,839.00
TM-MS-Prem Plus-SLA-HA-Network Admission Control-mon&man	2,079.10
TM-MSEM-Prem Plus-SLA-HA-SFM Tool-man	2,099.50
Premium Plus - Executive Reporting option	
TM-MS-Prem Plus- Executive Reporting Option	425.00
Premium Plus - Security Policy Program option	
TM-MS-Prem Plus-Security Policy Program recurring fee - 1 - 15 devices	1,360.00
TM-MS-Prem Plus-Security Policy Program recurring fee - 15 - 40 devices	2,550.00
TM-MS-Prem Plus-Security Policy Program recurring fee - 40 - 100 devices	4,250.00
TM-MS-Prem Plus-Security Policy Program recurring fee - 100+ devices	6,800.00
TM-MS-Prem Plus-Security Policy Program-Reporting & Review monthly fee	2,040.00

**MANAGED SECURITY SERVICES (MSS) SECURITY SERVICES EXHIBIT E -5B
SAMPLE STATEMENT OF WORK
SECURITY SERVICE ATTACHMENT E (SSA)**

Verizon Business Network Services Inc. on behalf of Cybertrust, Inc. 22001 Loudoun County Parkway Ashburn, VA 20147	CUSTOMER'S LEGAL NAME ("Customer"): Address By: Name: Title: Date:
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This Statement of Work ("SOW") amends and is made a part of the SSA and the Online Compliance Security Services Exhibit E-5 (Statement of Services) (collectively "Agreement"), entered between Cybertrust, Inc. and Customer (Contract ID number) on _____, 2011. Unless expressly stated otherwise in this SOW, all of the terms and conditions of the SSA and the Online Compliance Program Security Services Exhibit E-5 are incorporated herein.

1. Description of Project.
 - 1.1 MSS Services.
 - 1.2 Scope of Work. (including locations)
2. Deliverables and Documentation (if any) to be Produced by Cybertrust.
3. Documentation to be Produced by Customer and Customer Obligations (if any).
4. Conditions (if any).
5. Pricing.

5.1

Service Description	Number of Units	NRC (per Unit)	MRC (Per Unit)	Total
	#	\$XXXX	\$XXXX	\$XXXX
	#	\$XXXX	\$XXXX	\$XXXX
	##	\$XXXX	\$XXXX	\$XXXX
Total				\$XXXX

Notes:

- Customer's approval of the Statement of Work constitutes authorization for the incurrence and reimbursement of the necessary expenses.
- Applicable sales taxes will be billed separately on the invoice.

5.2 Expenses (if applicable).

5.3 Customer Purchase Order Requirements (if any).

The Customer's internal procedures require that the Customer issues a Purchase Order to process invoices and / or payment:

Yes (If Yes, a copy of the PO is required at the time of signature)
Purchase Order #: _____
 No (If no, please provide invoice address below)

Invoice Address

Company:
Name:
Address:
City/State/Zip:

6. Term of SOW.

11. Acceptance Testing Criteria for the Service or Deliverable(s) if Applicable.

**FiOS Internet Service for Business Service Agreement Attachment F
FiOS Internet Service for Business Service Provided by Verizon Business Network Services
Inc. on behalf of Verizon OnLine LLC and applicable Verizon OnLine LLC Affiliates
Identified in the Terms of Service**

The FiOS Internet Service for Business as defined below shall be provided by Verizon Business Network Services Inc. on behalf of Verizon OnLine LLC and applicable Verizon OnLine LLC Affiliates identified in the Terms of Service. The FiOS Internet Service for Business will be provided solely pursuant to the terms and conditions below as set out in the Verizon FiOS Internet Service Agreement and the included and incorporated Terms of Service and not the overall Agreement as described on page 1 above. The FiOS Internet Service for Business shall be governed solely by the Verizon FiOS Internet Service Agreement and Terms of Service as set out below. Other FiOS Internet Services will be provided by Verizon Business Network Services Inc. on behalf of Verizon OnLine LLC and applicable Verizon OnLine LLC Affiliates solely pursuant to the Verizon OnLine LLC's applicable contract and service terms and conditions (not the overall Agreement as described on page 1 above) which if different from the information below will be separately provided to Customer.

The rates and charges set out in Exhibit F-1 are included for informational purposes only. The rates and charges are subject to change and are not firm for the term period of the overall Agreement. When Customer wishes to order FiOS Internet Service for Business, Customer may be asked to sign a separate agreement (which shall be the FiOS Internet Service Agreement and Terms of Service set out below) or a Statement of Work (which shall incorporate the FiOS Internet Service Agreement and Terms of Service set out below). The prevailing applicable rates and charges will be provided to Customer at the time of order and reflected in the Statement of Work or the separate FiOS Internet Service Agreement with Terms of Service.

**FiOS Internet Service for Business Service Agreement Attachment F
FiOS Internet Service for Business Service Provided by Verizon Business Network Services
Inc. on behalf of Verizon OnLine LLC and applicable Verizon OnLine LLC Affiliates
Identified in the Terms of Service**

Verizon FiOS Internet Service Agreement

Verizon Business Network Services Inc. on behalf of Verizon Online LLC and affiliates listed in Attachment A of the Terms of Service 22001 Loudoun County Parkway Ashburn, VA 20147	CUSTOMER'S LEGAL NAME ("Customer"): 670 E. Gilbert Street San Bernardino, CA 92415
By: <u>Anthony Recine</u>	Address: <u>[Signature]</u>
Name: <u>Anthony Recine</u>	By: <u>[Signature]</u>
Title: <u>Vice President</u>	Name: <u>Josie Gonzales</u>
Date: <u>17 Feb 2011</u>	Title: <u>Chair, Board of Supervisors</u>
	Date: <u>March 1, 2011</u>

FIOS INTERNET FOR BUSINESS

1. **General.** Customer's order and use of FiOS Internet Service for Business and any of the related services within the definition of "Service" below is subject to and governed by (a) the

terms of this Verizon FiOS Internet Service Agreement ("Agreement") and (b) the current standard Verizon Online Terms of Service for Services ("Terms of Service" or "TOS") available at www22.verizon.com/terms, as they may change from time to time, which are incorporated into this Agreement by this reference

2. **Services.** The term "Service" means Verizon FiOSSM Internet Service for Business ("Verizon FiOS IS"), Verizon Business (Domain Name) EMail Service ("EM Service"), Dial-Up Mobility Broadband Internet Service ("Mobility Service"), Verizon Internet Security Suite ("VISS"), Verizon Online Backup & Sharing ("VOBS"), Verizon Encrypted Mail ("VEM"), Verizon Encrypted Docs, Verizon Linked Mail for Business and Verizon Wi-Fi, Content, domain name server (DNS) and related services, Verizon Web Sites and such other products or services as you may subscribe to with Verizon under the pricing plan you select (collectively, the "Verizon Services").

3. **Process.** Verizon will document Customer orders by email, including applicable pricing and early termination fees. Customer understands that standard Verizon ordering and installation procedures require that Customer representatives confirm agreement to the TOS during the ordering stage (by email following order) and installation stage (by electronically accepting the TOS online) and agrees to comply with these procedures. The parties agree that such agreements are done pursuant to this Agreement, and this Agreement takes precedence if there is any conflict.

4. **E-rate Funding.** In the event Customer seeks E-Rate Funding for the Service, the following additional terms and conditions shall apply the Service:

4.1 **Application.** The terms and conditions of this E-rate Funding provision apply with respect to any Services (which term includes equipment) under this Agreement 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").

4.2 **Delayed Implementation.** Verizon will delay the start of any work or activities related to installation or provision of the E-rate Services (defined above) until such time as Customer notifies Verizon in writing of USAC's approval of E-rate funding, or Customer notifies Verizon to proceed to provide such E-rate Services (regardless of whether E-rate funding is or has been approved), in which case Customer shall be responsible for payment as set out in Section 4.4 below. However, if within twelve (12) months after this Service Agreement is signed by either party, Customer has neither notified Verizon that it has received such USAC approval of E-rate funding for E-rate Services nor notified Verizon to proceed to provide such E-rate Services, then Verizon reserves the right to terminate this Agreement with respect to such E-rate Services upon written notice to Customer.

4.3 **Representations and Disclaimers.** 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. 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. 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 this Agreement to E-Rate eligibility or ineligibility is not determinative, but is for ease of reference only.

- 4.4 **Customer Responsibility.** 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 this Agreement. 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.
- 4.5 **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 this 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.
- 4.6 **Alternative Invoicing.** 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). 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. 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. 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.
- 4.7 **Duplicate Payment.** 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.
- 4.8 **Changes to the TOS.** The following provisions describe changes from the standard TOC that apply to Customer during the term of this Agreement:

With respect to provisions in this Agreement and TOS concerning early termination charges, Customer may terminate this Agreement and associated Services at any time for any reason, subject to payment of charges already accrued as well as payment of Verizon's final costs and expenses. Verizon's final costs and expenses shall be the amount referred to as the early termination charge. Customer's obligation to pay for Services provided and Service charges already accrued is independent of Verizon's early termination charge.

If Customer provides Verizon Online with a valid, duly executed tax exemption certificate, or demonstrates, in writing, to Verizon's satisfaction that Customer is exempt from tax by

law, Verizon Online will exempt Customer in accordance with the law, effective prospectively on the date Verizon receives the exemption certificate.

The indemnification obligations in Sections 8 and 10.g of the TOS apply unless specifically prohibited by applicable law.

Requirements to pay a late fee or interest charges if charges are not paid when due are subject to applicable prompt payment laws in the state in which Customer is located.

If Customer is bound to follow a dispute resolution process specified by statute or regulation, the parties agree that before invoking that process, they will first follow the dispute resolution procedures specified in Section 16 of the TOS, to the extent permitted by law.

The references in Section 24 to the substantive law of Virginia are changed to refer to the substantive law of the state in which Customer is located, without reference to that state's principles of conflicts of law or choice of law provisions.

**VERIZON ONLINE TERMS OF SERVICE (TOS) FOR
VERIZON FIOS INTERNET SERVICE FOR BUSINESS**
(SEPTEMBER 2010)

**THESE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION REGARDING
YOUR RIGHTS AND OBLIGATIONS, AND OURS, IN CONNECTION WITH YOUR USE OF
VERIZON ONLINE'S SERVICES.**

PLEASE READ THEM CAREFULLY.

This Master Agreement is entered into between the Customer ("you", "your", "Company") and Verizon Online LLC., or its' affiliates as set forth herein as Attachment A ("we", "our", "us", or "Verizon") and includes the Service Quotations ("Quotation") provided to you, our Acceptable Use Policy ("AUP"), as set forth at http://business.verizon.net/policies/acceptable_use.asp, as well as our Privacy Policies located at <http://business.verizon.net/policies/privacy.asp> (collectively, "Agreement"). Your acceptance of the Terms of Service indicates your agreement to comply with our Terms of Service, the specific terms of your Service plan (including the plan's duration and applicable early termination fee) and related policies regarding your use of the Services. You agree with and are deemed to have accepted this Agreement upon the earlier of: (a) submission of your order; (b) your accepting the Terms of Service electronically or in the course of installing the Software; (c) your use of the Service; or (d) retention of the Software we provide beyond thirty (30) days following delivery.

The following terms apply to all Services (as defined below):

1. **Services.** The term "Service" shall mean Verizon FiOSSM Internet Service for Business ("Verizon FiOS IS"), Verizon Business (Domain Name) EMail Service ("EM Service"), Dial-Up Mobility Broadband Internet Service ("Mobility Service"), Verizon Internet Security Suite ("VISS"), Verizon Online Backup & Sharing ("VOBS"), Verizon Encrypted Mail ("VEM"), Verizon Encrypted Docs, Verizon Premium Technical Support for Business ("PTS"), Verizon Linked Mail for Business and Verizon Wi-Fi, including all Software (as defined in Paragraph 9 below), Content, domain name server (DNS) and related services, Verizon Web Sites and such other products or services as you may subscribe to with Verizon under the pricing plan you have selected (collectively, the "Verizon Services"). The Service shall also include any software or hardware that we provide you in connection with the Service to which you have

subscribed and includes any sub- or secondary accounts associated with a primary account. "Content" shall mean content provided by Verizon or its third party licensors, providers or suppliers and accessible on the Service, including without limitation images, photographs, animations, video, audio, music, and text, with the exception of content uploaded by and stored on behalf of users. Verizon Web Site(s) mean the sites located at <http://business.verizon.net> which are comprised of various web pages, tools, information, software, Content, and features operated by Verizon.

2. **Term.** This Agreement shall be effective upon your acceptance of this Agreement, as provided above, and shall continue for twelve (12) months thereafter, or for twenty-four (24) months thereafter, based on the term period and Service plan selected (the "Initial Term"). In the event you change Service plans, your monthly rate and term commitment may change (depending on the plan you select); otherwise, the terms of this Agreement will remain in effect unless otherwise provided. After the Initial Term, your Service will continue on a month-to-month basis until terminated by either party as permitted by this Agreement. We reserve the right to terminate the Service (or any part thereof) in the event we cease to offer the Service generally or to your location. If we cease offering the Service (or any part thereof), we will give you at least thirty (30) days advance notice. Billings for Service will automatically begin on the date provisioning of your Service is complete ("Service Ready Date") unless you are notified otherwise by Verizon. We may, at our election, waive any fees or charges.
3. **Prices.** Prices are guaranteed for the Initial Term of Service, subject to the provisions of this Section. For any Service offered on a month-to-month basis, we will give you at least thirty (30) calendar days prior notice of a price change in the manner set forth in Section 7(e), below. Thereafter, your continued use of the Service constitutes your acceptance of the price change. If you change your Service or your Initial Term, you agree to pay the applicable monthly fee that may apply to your new Service or Initial Term arrangement. You agree to pay all charges associated with the Service and rate plan selected, including but not limited to a) applicable taxes, b) surcharges, c) Federal Universal Service Fund, tax and other recovery fees, d) telephone charges, e) activation fees, f) installation fees, g) setup fees, h) equipment charges, i) termination fees, and j) other non recurring charges. Notwithstanding the pricing guarantee set forth above, the taxes, fees and other charges detailed in this section a) – d) may vary on a monthly basis; any variation will be reflected in your overall monthly charge. The amounts and what is included in such charges are subject to change. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to interest and charges due to insufficient credit or insufficient funds. Activation fees, installation fees, setup fees, equipment charges, and other non-recurring charges, if applicable, will be included in your first month's bill. Monthly recurring charges will be billed one month in advance. Prepaid pricing plans will be billed in advance. Verizon or its agent will bill you directly, or bill your credit card or your local Verizon telephone bill (telephone billing available in selected areas only), as you request and as approved by Verizon. PLEASE NOTE: IF YOU ELECT TO BE BILLED FOR YOUR SERVICE ON YOUR VERIZON PHONE BILL, BY USING THE SERVICES YOU AGREE TO HAVE VERIZON CHARGES INCLUDED ON YOUR PHONE BILL.
4. **Payment, Late Fee and Consent Regarding Credit.** We will invoice you monthly or on a prepaid basis, as applicable. Payment to Verizon is due upon receipt of invoice and shall be made in U.S. currency. A payment received thirty (30) calendar days or more after the invoice date is considered past due. If your charges are billed by your Verizon local carrier, the Late Fee will be equal to the late payment charge that the local exchange carrier applies. If your charges are not billed by your Verizon local carrier, you agree to pay interest of 1.5% for each month or part of a month (or the maximum interest allowed by law, whichever is less). Verizon may assign unpaid delinquent charges to a collection agency for action. In the event Verizon utilizes a collection agency or takes legal action to recover monies due, you agree to reimburse Verizon for all expenses incurred to recover such monies (including attorney's fees). We may evaluate your credit history before modifying or providing you

Service. In order to establish an account with us and/or obtain or modify Service, we may obtain a report from a credit agency or exchange information with our affiliates in connection with determining your creditworthiness. If you fail to pay your bill, we may submit a negative credit report to credit reporting agencies which will negatively affect your credit report. You may be given the option to select a prepaid service plan ("Prepaid Service Plan") which will begin on the later of (a) the date of your order, or (b) the date you change to the Prepaid Service Plan. There will be no refunds for Prepaid Service Plans. At the end of any Prepaid Service Plan, you may be given the option to select a new Prepaid Service Plan. If you do not select a new Prepaid Service Plan, your Service will automatically convert to the then then-current month-to-month rate.

5. **Refundable Deposit.** We may require that you provide us with a refundable deposit, which will be specified at the time of your order ("Subscriber Deposit"). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due. Within ninety (90) days after termination of your Service, we will return your Subscriber Deposit, less any unpaid amounts due on your account, including any amounts owed for unreturned or damaged Equipment. Amounts held on deposit will not accrue interest except as required by law.
6. **No Warranties.** ADVICE OR INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES SHALL NOT CREATE A WARRANTY. USE OF VERIZON TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, VERIZON AND ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS DISCLAIM, WITH RESPECT TO ALL SERVICES, 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 WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NONINFRINGEMENT. YOU AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

IN ADDITION, VERIZON DOES NOT GUARANTEE THAT VERIZON FIOS IS SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE. THE PROVISIONING AND PERFORMANCE (SPEED) OF THE SERVICE IS SUBJECT TO CIRCUIT OR OTHER NETWORK FACILITY AVAILABILITY AND OTHER FACTORS, INCLUDING WITHOUT LIMITATION, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES AND NETWORK/INTERNET CONGESTION, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR VERIZON SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY VERIZON-PROVIDED EQUIPMENT). VERIZON DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY VERIZON WILL MEET YOUR NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE.

7. **Your Responsibilities; Notices; Revisions to the Terms of Service.**

- 7.1 **Your Responsibilities.** You represent that you are eighteen (18) years of age or older, that you have the power and the legal authority to enter into this Agreement, and that the information you supply to us is correct and complete. You acknowledge and agree that you are solely responsible for all use of the Service (including the use of any secondary or sub-accounts associated with a primary account) and the manner in which the Service is used by you or anyone who uses the Service with or without your permission. If you use a wireless router or similar device, you are responsible for

securing your wireless network and for any use of the Service via your wireless network. You may not resell the Service to third parties. You also agree to use the Service only within the United States.

- 7.2 **Use of the Service.** You understand and agree that you are responsible for the protection, storage, backup and security of your data, software, computer network and other facilities, as well as your choice of equipment, software and online content; and all other matters related to how you access and use the Service. You acknowledge and agree that the reliability, availability and performance of data or services accessed through the Internet or other services connected or linked to the Service are beyond our control and are not in any way warranted or supported by Verizon. You also agree to provide us with the access and support required to allow us to implement, maintain and provide the Services. In addition, you agree that your use of the Service and the Internet is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations.
- 7.3 **Limitations on Use of the Service.** You agree that Verizon assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, data, documents, graphics, images, information, advice, or opinion contained in any emails, message boards, chat rooms or community services, or in any other public services or social networks, and does not endorse any advice or opinion contained therein. Verizon does not monitor or control such services, although we reserve the right to do so. Verizon may take any action we deem appropriate, in our sole discretion, to maintain the high quality of our Service and to protect others and ourselves.

By transmitting, uploading, posting or submitting any information or material using the web site tools, you (i) represent that such information is not confidential, secret or proprietary information belonging to someone else; and (ii) warrant that no other party has rights to the information and that your transmission, posting, uploading or submission of the information does not violate any copyright or other laws.

Any web sites linked to or from the Service are not reviewed, controlled, or examined by Verizon and Verizon is not responsible for the contents of any linked site or any link contained in a linked site. The inclusion of any linked sites or content from the Service, including sites or content advertised on the Service, does not imply endorsement of the linked site or content by Verizon. Any dealings that you have with third parties, merchants or advertisers found on the Service are between you and the third party, merchant or advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against a third party, merchant or advertiser. In no event shall Verizon be liable to anyone for any damage arising from or caused, directly or indirectly, by the creation or use of a third party's web site, or the information or material accessed through such web sites.

If you choose to access the Verizon Web Sites from locations outside the United States, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to the United States or the county in which you reside. Verizon makes no representation that materials on the Verizon Web Sites are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited.

You further agree that in the event you type a nonexistent or unavailable Uniform Resource Locator (URL), or enter a search term, into your browser address bar, Verizon may present you with an Advanced Web Search page containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN or similar error message. Verizon's provision of the Advanced Web Search page may impact applications that rely on an NXDOMAIN or similar error message and may

override similar browser-based search results pages. If you would prefer not to receive Advanced Web Search pages from Verizon, you should follow the opt-out instructions that are available by clicking on the "About the Search Results Page" link on any Advanced Web Search page.

- 7.4 **Notices Regarding the Service.** You understand and agree that from time to time we may send you information relating to the Service (including but not limited to password information), via electronic mail over the Internet to your primary Verizon email address. You consent to our distribution of such information to you electronically and you agree to check your Verizon-provided email box periodically for account related information that we provide.
- 7.5 **Revisions to Terms of Service.** You understand and agree that we may revise the terms and conditions of this Agreement (including any of the policies which may apply to use of the Service) from time to time by i) posting such revisions to the Verizon business website at <http://business.verizon.net/policies/tos.asp>. (the "Website") and by posting to the Announcements page located at <http://business.verizon.net/announcements>, or ii) by sending an email to your primary Verizon.net email address, or both. You agree to visit these web pages periodically to be aware of and review any such revisions. Revisions to the Agreement are effective upon posting to the Website. Increases to the monthly price of your Services shall be effective thirty (30) days after the date we provide notice to the change in the manner set forth above. By continuing to use the Service after the date the revision(s) are posted to the Website, you accept and agree to the revisions and to abide by them. If you do not agree to the revision(s), you must terminate your Service immediately and such termination may be subject to any applicable early termination fees.
8. **Indemnification.** You agree to indemnify us and hold us harmless for any damages, costs, liabilities and attorneys' fees we incur from any claim arising from your use of the Services, or the use of your Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, your combination of the Services with other products or services not provided by us, any modification of the Services, or any breach of this Agreement by you. In such event, you agree to conduct the defense and have control of the litigation and settlement, if any. However, you agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without Verizon's prior written consent. We agree to give you prompt notice of all claims and to cooperate in defending against the claim. The indemnifying party may not settle any claim under this section which includes an admission of criminal liability or the payment of a settlement amount without the prior written permission of the indemnified party. THE PARTIES DISCLAIM ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, RELYING INSTEAD ON THE TERMS OF THIS SECTION.
9. **Compliance with Laws.** You agree not to use, or permit others to use, the Service in ways that (i) violate any law or applicable regulation or our AUP or other policies, (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment and software of our network or other networks. By way of example and not limitation, you agree not to distribute unsolicited advertising, chain letters or other unsolicited bulk electronic mail (i.e., spam); propagate computer worms, destructive programs or denial of service attacks or viruses; use a false identity; attempt to gain unauthorized entry to other computers, data or any site or network; distribute or store child pornography; distribute obscene or defamatory material over the Internet; or infringe copyrights, trademarks or other intellectual property rights. You further agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Service. We reserve the right to suspend or terminate the Service (or any portion thereof) without notice in the event that your use of the Service, in our sole judgment, violates any applicable law, regulation or ordinance, or the terms of this Agreement or our AUP, or otherwise adversely affects or threatens any Verizon network or

service, customer or employee, or, if you are determined to be a repeat infringer under our repeat infringement policy set forth in our AUP. We also reserve the right to provide information about your account and your use thereof to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the Verizon network consistent with applicable law. In addition, Verizon is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any such information, including the identity of users, account information, images and other facts to law enforcement personnel.

10. Software Provided.

10.1 Verizon may provide to you, at no cost or for a fee, software owned by Verizon or its third party licensors, providers or suppliers in connection with the Services ("Software"). You may use the Software in object code form only, on the hardware on which it is installed, only as part of or for use with the Service and for no other purpose. The Software may be accompanied by an end user license agreement from Verizon or a third party. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes an end user license agreement unless you first agree to the terms and conditions of the end user license agreement.

10.2 If the Software is not accompanied by an end user license agreement from Verizon or a third party, you are hereby granted a personal, revocable, non-exclusive, non-transferable license by Verizon or its third party licensors, providers or suppliers, to use the Software (and any corrections, updates and upgrades thereto), for the sole purpose of enabling you to use the Service.

10.3 You agree that the Software is the confidential information of Verizon or its third party licensors, providers or suppliers, which you shall not disclose to others or use except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Verizon or its third party licensors, providers, or suppliers. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that Verizon or its third party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades. The Software may be used in the United States only, and any export of the Software is strictly prohibited. We reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software.

10.4 IF AT ANY TIME DURING THE TERM OF THIS AGREEMENT VERIZON PROVIDES YOU WITH FREE OR FOR-FEE SOFTWARE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, CLIENT AND/OR NETWORK SECURITY SOFTWARE, YOU AGREE THAT YOUR SOLE RIGHT TO RECOURSE, IF ANY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR FAILURE OF SUCH SOFTWARE TO PERFORM OR

FOR PERSONAL INJURY OR DATA LOSS, IS AGAINST THE MANUFACTURER OF SUCH SOFTWARE OR PERIPHERAL EQUIPMENT.

- 10.5 Verizon provides technical assistance and support for the Software in accordance with its policies. Unless otherwise provided, Verizon does not provide technical assistance or support for third party Software. Technical assistance or support with regard to third party software provided by the Software supplier is provided in accordance with such third party's policies or other terms.
- 10.6 Your license to use the Software shall remain in full force and effect during the Initial Term and any renewal terms, unless and until it is terminated by Verizon, its third party licensors, providers or suppliers, or until this Agreement expires or is terminated.
- 10.7 **Other Third Party Agreements.** You agree to comply with the terms of service that apply to any websites or other services you access on the Internet and agree that the third party provider of such services (and not Verizon) is solely responsible for the delivery of its services(s) to you and your use of them. Third party services include, but are not limited to, portal, music, video, auction, security, financial, gaming, storage and photography services, whether or not Verizon has made such services available to you. Violations of such third party provider's terms of service, may, in Verizon's sole discretion, result in the termination of your Service. You further agree to indemnify, defend and hold Verizon harmless from and against any claims or liabilities that may result from your use of such third party services.
- 10.8 All title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to the Verizon Web Sites (including but not limited to, related software, images, photographs, animations, video, audio, music, text, and Content), are owned by Verizon, its affiliates or licensors. All title and intellectual property rights in and to the information and Content which may be accessed through use of the Verizon Web Sites are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant you any rights to use such Content, nor does it grant any rights to the Verizon Web Sites, other than the right to the Verizon Web Sites according to the terms of the Agreement.
- 10.9 **Verizon Wi-Fi.** Verizon Wi-Fi Software and Services are provided by Boingo Wireless, Inc. ("Boingo").
11. **Return of Equipment and Software.** Upon termination or expiration of this Agreement, you agree to return to us all hardware (other than hardware you have purchased from us) which we have provided to you in connection with the Service, and to cease use of all the Software provided and immediately delete such Software from your computer. In the event such hardware and Software is not returned to us within thirty (30) calendar days following such termination or expiration, we reserve the right to charge you, and you agree to pay, the undepreciated list price of the unreturned hardware and Software.
12. **Customer Equipment; FiOS IS Service Performance; Email Security; and Backup and Maintenance.**
 - 12.1 **Customer Equipment.** You are solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software updates, patches or other fixes, which are or may become necessary to access the Verizon FiOS IS Service, and to operate your computer. The preceding obligations apply regardless of whether Verizon or a third party provided the software or hardware to you. Only the manufacturer's warranties included with any hardware or

software provided by us shall apply. Hardware (routers or other equipment) provided is new or fully inspected and tested return unit under full warranty.

- 12.2 **FiOS Performance.** You understand that fiber bandwidth is provided on a per line basis, and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number and types of computers or devices using the Service and the type of use (e.g. streaming media or downloading larger files), as well as based on network congestion and the speed of servers you access on the Internet, among other factors.
- 12.3 **Email Security.** Verizon reserves the right in our sole discretion to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users, against Internet threats or abuses, including without limitations, viruses, spam, phishing, identity theft and any other potentially disabling or harmful threat or abuse. These security measures may include but are not limited to, the use of firewalls and blocklists to block potentially harmful or abusive emails or attachments, anti-spam filters anti-virus or anti-spyware software, or blocking selected ports. Such activities may result in the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account. By using any Verizon-provided email service, you agree that delivery and receipt of email is not guaranteed and to Verizon's use of such Internet and email security measures we in our sole discretion deem appropriate.
- 12.4 **Verizon Backup and Maintenance.** Verizon may use, copy, display, store, transmit, translate, rearrange, reformat, view and distribute your information to multiple Verizon servers. Verizon may access, copy, block or remove any Content stored on your Service, whether pursuant to a subpoena or otherwise. We do not guarantee that these procedures will prevent the loss of, alternation of, or the improper access to, your information.
13. **Termination for Default.** Either party may terminate or cancel this Agreement if the other fails to cure a material breach of the Agreement within thirty (30) calendar days after receiving written notice of the breach. We reserve the right, but assume no obligation, to suspend performance immediately if you are more than thirty (30) calendar days overdue in payments or if, in our reasonable judgment, you have violated any provision of this Agreement, including our AUP.
14. **Monitoring of System Performance.** Verizon automatically measures and monitors network performance and the performance of your Internet connection in order to improve the level of Service. Verizon also will access and record information about your computer's settings in order to provide customized technical support and you agree to permit us to access and record such data for the purposes described in this Agreement. No adjustments to your computer settings will be made without your permission. Verizon does not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of Verizon or its authorized vendors, contractors and agents. By using the Service you consent to Verizon's monitoring of your Internet connection and network performance, and the access to and adjustment of your computer settings, as set forth above, as they relate to the Service or other services which Verizon may offer from time to time.
15. **Government Entities.** Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable, in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, FAR 12.212, DFARS 227.7202, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Verizon or its third party licensors, providers and suppliers. The

use of Software and documentation is further restricted in accordance with the terms of this Agreement, or any modification.

16. Resolution of Disputes.

- 16.1 The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, which the parties agree may be filed only in a court located in Fairfax County, Virginia, the parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. The parties further agree that this Agreement does not permit class arbitration, even if the procedures or rules of the American Arbitration Association (or other dispute resolution organization or body) would otherwise permit it.
- 16.2 At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may mutually agree to utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications that are not prepared for purposes of the negotiations are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
- 16.3 If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, and the amount in controversy exceeds five thousand (\$5,000.00) dollars or the jurisdictional limit for small claims court in the jurisdiction in which service is provided (whichever is less), the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond, to a maximum of any combination of twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents and requests for admission. Each party is also entitled to take the oral deposition of one (1) individual representing another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) calendar days of the demand for arbitration. The arbitration shall be held in Fairfax County of the Commonwealth of Virginia. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The times specified in this section may be changed upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 16.4 If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, and the amount in controversy does not exceed five thousand (\$5,000.00) dollars or the jurisdictional limit for small claims court in the jurisdiction is

which service is provided (whichever is less), the dispute may be submitted to small claims court in the jurisdiction in which service is provided for resolution in accordance with its rules and procedures.

- 16.5 Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (to include reasonable search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.
17. **Limitation of Liability.** IN NO EVENT SHALL VERIZON OR ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE TO YOU FOR (A) ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY THIRD PARTY.
18. **Limitation of Damages.** OUR AGGREGATE LIABILITY TO YOU FOR ANY CAUSE OF ACTION OR CLAIM WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY NON-INSTALLATION, SECURITY BREACH, FAILURE OR DISRUPTION OF SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL TAXES) YOU HAVE PAID TO VERIZON FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN THESE JURISDICTIONS OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
19. **Third Party Beneficiaries.** ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS AGREEMENT ALSO APPLY TO VERIZON'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT. Radialpoint Inc., McAfee Inc., Echoworx Corporation and DigiData Corporation are each a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon.
20. **Changes or Updates to the Services.** Verizon reserves the right to make changes to the Service or any portion thereof at any time and without advance notice. If such a change materially and adversely affects your use of the Service, and we cannot reasonably mitigate the impact, then, as your sole and exclusive remedy, you may terminate the Service without further obligation.
21. **IP Addresses and Domain Name Registration.** Upon expiration, cancellation or termination of the Agreement or an applicable Quotation, you agree to return to us any IP addresses or address blocks assigned to you by us. If we deem it necessary, you may be required to renumber the IP addresses assigned to you by us. Where applicable, all fees associated with domain name registration and periodic maintenance of domain names are your responsibility. The registrar or we, on registrar's behalf, will bill such fees directly to you. Such fees are not included in the price of the Service. You agree to abide by the domain name registrar's terms and conditions provided to you prior to obtaining domain name service from us. Domain name registration is limited to the following extensions: .net, .com, and .org. Verizon does not guarantee that your choice of names is or will continue to be available for use as a domain name.
22. **Force Majeure.** If the performance of any obligation hereunder is interfered with by reason of any circumstance beyond our reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, power surges or failures, or the act or omission of

any third party, we shall be excused from such performance to the extent necessary, provided that we shall use reasonable efforts to remove such causes of nonperformance.

23. **Publicity.** Customer shall not use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with Verizon or its affiliates, or from which any association with Verizon, or its affiliates may be inferred or implied, in any manner without the prior written permission of Verizon.
24. **Choice of Law.** Except as otherwise required by law, you and Verizon agree that the substantive laws of the State of California, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. Except as otherwise required by law, including California laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.
25. **Miscellaneous.** The terms and conditions of this Agreement supersede all previous agreements, proposals or representations related to the Service. You may not assign this Agreement without our prior written consent. We may freely assign this Agreement. Any changes to this Agreement, or any additional or different terms in your purchase orders, acknowledgments or other documents, will not be effective unless expressly agreed to in writing by us. Any notices or demands or other communications which under the terms of this Agreement or under any statute must or may be given or made by either party shall be in writing to the respective parties as set forth herein. Notices to us shall be to the attention of the Legal Department. Either party may change the notice address or addressee by giving notice thereof to the other party. Notices may be given to the address* listed below by first class U.S. mail, or nationally recognized overnight express courier. Notices shall be deemed to have been given on receipt if delivered by overnight express courier or three (3) days after delivery to the United States Postal Service if mailed. If any of the terms or conditions in this agreement are properly found to be invalid or unenforceable by a government body, the remaining terms or conditions of this agreement shall not be affected by the finding and shall continue to apply as necessary to reflect the original intention of the parties. Verizon's failure at any time to enforce any provision of this Agreement or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided shall in no way be construed to be a waiver of such provision, right, remedy or option or in any other way affect the validity of this Agreement. The exercise by Verizon of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice Verizon from exercising thereafter the same or any other rights or remedies or options.

Verizon Online LLC
4055 Corporate Drive, Suite 400
MC: GA1A05, Legal Dept.
Grapevine, Texas 76051

The following additional terms apply to Verizon FiOS Internet Service for Business ("Verizon FiOS IS") (and bundles containing this Service as a component):

26. **Service Description.** Verizon FiOS IS provides you access to the Internet over a fiber optic transmission facility. You may connect multiple computers/devices with in a single office location to your Service router to access the Service, but only through a single Verizon FiOS IS account and a single IP address obtained from Verizon. Verizon FiOS IS customers may use their Verizon FiOS IS account to connect through an analog connection, but these connections will be subject to monthly charges, depending on the Service to which you

subscribed. Additional User IDs provided for Verizon FiOS IS customers' email boxes are not intended for use as dial-up connections. The number of mailboxes available to you depends upon the Verizon FiOS IS to which you have subscribed. Further details of the Verizon FiOS IS are set forth in the Service Description for the applicable version of Service you have selected or as indicated on the Quotation. Service Descriptions are available from your sales representative; the Service Description is incorporated herein by reference.

27. **Availability of Service.** Verizon FiOS IS is available on a limited basis based on your service address. Verizon FiOS IS uses special fiber optic transmission facilities provided by your local Verizon telephone company. If you change your local telephone company, or move your local telephone service to a wireless service provider we may, in our discretion, either terminate your account or continue to provide fiber service at existing rates, terms and conditions.
28. **Renewal.** You may renew your Service subject to a one-year or two-year commitment under this Agreement by calling 1-888-244-4440 before the expiration of the Initial Term. If the Initial Term expires before it has been renewed, then we may continue to provide you with such Service on a month-to-month basis, at our then-current undiscounted list prices, until the Initial Term has been renewed in writing or terminated as set forth below.
29. **Service Cancellation; Money Back Guarantee; Early Termination Fees for Verizon FiOS IS Service.** If you wish to cancel your Service, you may do so by calling 1-888-244-4440. Verizon FiOS IS is subject to a thirty-(30) calendar day money-back guarantee, which begins upon billing. During this thirty (30) day period you may cancel the Service and receive a full refund of all monthly charges paid as well as any one-time charges and equipment charges paid to Verizon. If you cancel your Service *prior* to your billing date or within the thirty (30) day money-back guarantee period, you will be required to return to Verizon any Equipment received at no charge provided to you by Verizon; Verizon will provide you with a pre-paid mailing label and instructions for the return of your Equipment. In the event you fail to return the Equipment, an additional charge for the unreturned Equipment will apply. If you cancel Service *after* the first thirty-(30) calendar days of Verizon FiOS IS but before completing the Initial Term, you agree to pay us (a) all Service fees accrued as of the cancellation date, (b) a termination fee in the amount as set forth in the Service plan you have chosen ("Early Termination Fee"), and (c) additionally, if you terminate this Service prior to the end of the Initial Term and you received Equipment at no charge from Verizon, you will be required to return the Equipment to Verizon; failure to do so will result in an additional equipment charge. We will provide you with a pre-paid mailing label and instructions for the return of your Equipment. Installation, activation or set-up fees paid at the initiation of Verizon FiOS IS are not refundable. It is agreed that Verizon's damages, if you cancel your Verizon FiOS IS, are difficult or impossible to ascertain; therefore, the provisions of this Section are intended to establish liquidated damages in the event of cancellation and are not intended as a penalty.
30. **Move/Down-grade/Up-grade change order activities and associated fees.** You may upgrade and/or down-grade speed connections within your selected Verizon FiOS IS Service plan or, subject to facilities availability, move your existing Verizon FiOS IS or phone line to another qualified Verizon FiOS IS or phone line for no additional charge; your Initial Term may be altered as a result of such change order activity. In the event you change Verizon FiOS IS Service plans during such change order activity, a new one or two-year term commitment (depending on the plan you select) will apply starting on the effective date of your new Verizon FiOS IS Service plan, subject to the terms and conditions for the new Service plan.
31. **Entry to Customer's Business.** You agree to allow us to enter your business during normal business hours by appointment to perform necessary activities related to the installation, inspection, repair, replacement or disconnection of our Equipment and Verizon FiOS IS. You will allow us to make attachment and connections that are necessary to provide Verizon FiOS

IS to you. If you are not the owner of the premises to be entered, you must supply proof that you are authorized to allow work to be done on such premises.

The following additional terms apply to Verizon (Domain Name) EMail Service ("EM Service") (and bundles containing such this service as a component). Note that "EM Service" is a domain name email service that is separate from the Verizon.net email platform. EM Service is an additional service that Verizon makes available as an option for certain Services. These terms apply to your EM Service in addition to the terms and conditions that appear above:

32. **Service Description.** EM Service provides you with business email services and includes domain name services. Use of EM Service is subject to Verizon's email and anti-spam policies, including limitations on the number and /or size of email messages that may be sent during a given time period, or the number of recipients of a particular email. Further details of the EM Service are set forth in the Service Description for the version of the EM Service you have selected, which is incorporated herein by reference. EM Service does not include Internet access or other interLATA transport services.

33. **Service Level Guarantee and Limited Remedy.** A description of the current Service Level Guarantee applicable to EM Service is available on our Web site at http://www2.verizon.net/policies/outsourcesd_agreement.asp and is incorporated herein by reference. We reserve the right to change, amend, or revise the Service Level Guarantee at any time, with or without prior notice. In the event of any change in the Service Level Guarantee, your warranties and/or remedies may change. This Service Level Guarantee is not applicable to promotional accounts or EM Services provided to you at no charge or for basic level email accounts purchased by you. THE WARRANTIES AND/OR REMEDIES DESCRIBED IN THE THEN-CURRENT SERVICE LEVEL GUARANTEE FOR THE APPLICABLE BUSINESS E-M SERVICE ARE YOUR SOLE REMEDIES UNDER THE AGREEMENT. THIS SERVICE LEVEL GUARANTEE IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR DEFECT OF EM SERVICE.

34. **Renewal.** You may renew the EM Service by calling 1-888-649-9500 before the expiration of the Initial Term to renew the EM Service for an additional term of one year or more. If the Initial Term expires before it has been renewed, then we may elect to continue to provide you with the EM Service on a month-to-month basis, at our then-current undiscounted list price, until the Initial Term has been renewed in writing or terminated.

35. **Service Cancellation.** You may cancel the EM Service at any time by providing us thirty (30) calendar days prior written notice. In the event you wish to cancel your EM Service, you may do so by calling 1-888-649-9500. If you cancel during the Initial Term, you agree to pay us: (a) all Service fees accrued as of the cancellation date and (b) a termination charge equal to fifty percent (50%) of the applicable monthly rate times the number of months remaining in the Initial Term. You are responsible in all cases for the full amount of telephone company circuit cancellation charges incurred by you as a result of your cancellation.

36. **Billing.** We will invoice you on a monthly basis, based on the average number of mailboxes in service for the previous calendar month based on the daily number of mailboxes in service (excluding email accounts provided to you at no charge).

37. **Email Security.** The Email Security provisions in Section 12 (c) apply to the EM Service. By using the EM Service (or any Verizon-provided email service), you agree that email delivery

and receipt is not guaranteed and to Verizon's use of such Internet and email security measures we in our sole discretion deem appropriate.

The following additional terms apply to Mobility Service (and bundles containing this service as a component). These terms apply to your Mobility Service in addition to the terms and conditions that appear above.

38. **Service Description.** Mobility Service provides you with analog or digital access to the Internet. Further details of the Mobility Service are set forth in the Service Description for the version of the Mobility Service you have selected. Service Descriptions are available from your sales representative, which are incorporated herein by reference.
39. **Payment.** You will generally be billed on a monthly basis with monthly recurring charges billed in advance.
40. **Acceptable Usage of Mobility Accounts.** You agree to use your Mobility Service account(s) only in association with FiOSSM Service and solely according to the terms of this Agreement. Mobility Service may not be used to host a dedicated or commercial server, or a non-commercial server in violation of our AUP; only one log-on session per connection type at a time is permitted; and you may not have more than one newsgroup session for your User ID.
41. **Inactivity Disconnect Policy.** If your account is idle for fifteen minutes, it will be subject to automatic log-off and without notice. An account session may be deemed to be idle if there appears to be no interactive, human-generated data received from the remote user's computer system within a prescribed amount of time.
42. **Local Telephone, Toll and Long Distance Charges.** Whether you are accessing the Service from your place of business or away from your place of business, you are responsible for all telephone charges, and Verizon does not guarantee or warrant that any dial-up access numbers provided will be a local call from your location. VERIZON IS NOT RESPONSIBLE FOR ANY CHARGES, INCLUDING BUT NOT LIMITED TO LONG DISTANCE AND METERED LOCAL OR TOLL CHARGES INCURRED WHEN YOU ACCESS THE SERVICE. YOU SHOULD CHECK WITH YOUR LOCAL PHONE COMPANY TO DETERMINE WHETHER A DIAL-UP NUMBER YOU HAVE SELECTED IS A LOCAL CALL FROM YOUR LOCATION AND WHETHER ANY CHARGES APPLY. ADDITIONAL CHARGES, WHICH MAY BE SUBSTANTIAL, APPLY TO REMOTE DIAL-UP ACCESS, WHICH IS AVAILABLE FROM CERTAIN LOCATIONS ONLY.
43. **Renewal** of your Mobility Service is in accordance with Section 28 above, depending on the type of Service you choose.
44. **Service Cancellation and Early Termination Fees** are in accordance with Section 29 depending on the type Service you choose.

The following additional terms apply to Personal Web Space and Verizon Online Backup & Sharing. These terms apply to your Personal Web Space and Verizon Online Backup & Sharing Services in addition to the terms and conditions that appear above.

45. **Service Description.** Personal Web Space and Verizon Online Backup & Sharing ("Web Space") may be made available to you as an optional feature of the FiOS Service. You are solely responsible for all Content you store on or retrieve from or attempt to store on or retrieve from Web Space. Additional terms and conditions applicable to Web Space, including pricing if applicable, are posted on the Website at My Web Space. You must read and accept these Web Space terms prior to your use of the Web Space. You understand that we do not

provide telephone technical support for Web Space. Your Verizon Online Backup & Sharing account may be accessed from any suitable Internet connection

46. **Termination.** Notwithstanding any other provisions of this Agreement, in the event of a breach by you of this Agreement or the terms and conditions applicable to Web Space, Verizon reserves the right immediately to terminate your Web Space without notice. You agree that if your Service is terminated for any reason, Verizon has the right to immediately delete all data, files, and other content or information stored on your Web Space without further notice to you. It is your responsibility to remove or copy any content in your Web Space prior to termination or cancellation; otherwise, it may be lost. Verizon will also delete archived data. Web Space software license(s) are good for the life of your Web Space subscription, as long as you continue to subscribe to the Service. If for any reason your Service account is cancelled, your Web Space software license(s) will also automatically terminate.
47. **Use Requirements for Free Verizon Online Backup & Sharing Account (“Free Account”).** If you sign up for a Free Account, you must actively use it. To “actively use” your account means to upload, download, backup or restore content to it. In the event you do not use your Free Account for a period of sixty (60) days or more, then Verizon reserves the right to cancel your Free Account. We will provide notice of cancellation by email to your primary verizon.net email address. Use of your Free Account within fourteen (14) calendar days of the date of your cancellation notice will reactivate your account. **It is your responsibility to remove or copy any content in your Free Account prior to cancellation or termination; otherwise, it will be lost. Verizon may, at its election, also delete archived data.**
48. Verizon Online Backup & Sharing is provided by DigiData Corporation.

The following additional terms apply to Verizon Internet Security Suite (“VISS”). These terms apply to your Verizon Internet Security Suite in addition to the terms and conditions that appear above.

49. **Service Description** for Verizon Internet Security Suite by Radialpoint (“VISS by Radialpoint”). If you subscribe to VISS by Radialpoint the following terms and conditions apply with respect to any and all software obtained by Verizon from its third party licensor, Radialpoint:
- 49.1 **General.** VISS by Radialpoint is manufactured by Radialpoint SafeCare General Partnership located at 2050 Rue de Bleury, Suite 300 Montreal, Quebec, H3A 2J5. Radialpoint™ is a trademark of Radialpoint SafeCare Inc. (hereunder, along with Radialpoint Safe Care General Partnership, referred to as Radialpoint). The personal jurisdiction and venue provisions in Section 24 shall not apply to any causes of action by or against Radialpoint under or in relation to this Agreement.
- 49.2 You acknowledge and consent that Radialpoint.: (i) may provide non-personally identifiable usage data collected in anonymous and aggregate form (“VISS Data”) to its subcontractors in North America, for analysis of the performance of VISS, including the redundancy, reliability, and disaster recovery components of the services; and (ii) may use such VISS Data (1) to improve activation flow; and/or (2) as part of trends or reports published by Radialpoint .
50. **Service Description** for Verizon Internet Security Suite Powered by McAfee (“VISS Powered by McAfee”). If you subscribe to VISS Powered by McAfee the following terms and conditions apply with respect to any and all software obtained by Verizon from its third party licensor, MacAfee Inc.

- 50.1 **General.** VISS Powered by McAfee is manufactured by McAfee, Inc. located at 3965 Freedom Circle, Santa Clara, CA 95054, which is a third party beneficiary of this Agreement capable of enforcing its terms independently from Verizon. The personal jurisdiction and venue provisions in Section 24 shall not apply to any causes of action by or against McAfee Inc. under or in relation to this Agreement. You acknowledge and agree that claims against McAfee regarding the VISS Powered by McAfee shall be governed by and construed in accordance with the substantive laws of the State of New York.
- 50.2 Use of each license for VISS Powered by McAfee is limited to one computer. Updates to previous versions of VISS Powered by McAfee require a valid license to the previous version. After receiving an update, you may continue to use the previous version of VISS Powered by McAfee on the same computer to assist in transitioning to the update. Previous versions or copies thereof may not be transferred to another computer unless all copies of updates are also transferred. Prior versions of VISS Powered by McAfee will not be supported after an updated version has been installed.
- 50.3 VISS Powered by McAfee may include software programs licensed (or sublicensed) to the user under the GNU General Public License ("GPL") or other similar free software licenses which, among other rights, permit the user to copy, modify and redistribute certain programs, or portions thereof, and have access to the source code ("Open Source Software"). The GPL requires that for any Open Source Software covered under the GPL, which is distributed in an executable binary format, that the source code also be made available. With VISS Powered by McAfee, the source code is made available as part of the download package. If any Open Source Software licenses require that McAfee provide rights to use, copy or modify a program that are broader than the rights granted herein, such rights shall take precedence.

The following additional terms apply to Verizon Encrypted Mail and/or Verizon Encrypted Docs. These terms apply to your Verizon Encrypted Mail and Verizon Encrypted Docs in addition to the terms and conditions that appear above.

51. **Service Description.** If you subscribe to Verizon Encrypted Mail and/or Verizon Encrypted Docs, the following terms and conditions apply with respect to any and all software obtained by Verizon from its third party licensor, Echoworx Corporation:
- 51.1 **General.** This Section 51 sets forth the terms and conditions pursuant to which you may use Verizon Encrypted Mail and/or Verizon Encrypted Docs, including the Encrypted Mail Client Plug-In and Verizon Encrypted Docs Software ("Echoworx Client Software"), as it may be corrected, updated, modified, enhanced or replaced by Verizon from time to time, and any related documentation provided to you by Verizon from time to time in any form or medium. Together, the Echoworx Client Software and related documentation are referred to in this Agreement as "Verizon Encrypted Mail" and/or Verizon Encrypted Docs (together, Verizon Encrypted Mail and Verizon Encrypted Docs are referred to herein as "Encrypted Services"). Verizon Encrypted Mail and Verizon Encrypted Docs are the property of Verizon or its licensors, and are protected by copyright, patent and other intellectual property laws. Verizon Encrypted Mail and Verizon Encrypted Docs are licensed, not sold, to you for use only according to the terms of this Agreement, and Verizon and its licensors reserve all rights not expressly granted to you under this Agreement. Verizon Encrypted Mail and Verizon Encrypted Docs include any additional billing and support services that Verizon Online may provide in connection therewith.
- 51.2 **License Restrictions.** Except as expressly permitted herein, you may not: (a) use the Encrypted Services except to receive the Verizon Encrypted Mail and/or Verizon Encrypted Docs ; (b) use, reproduce, copy, modify, adapt, translate, update or transmit

the Encrypted Services, in whole or in part; (c) sell, rent, lease, license, transfer, distribute or otherwise provide access to the Encrypted Services to any third party; (d) alter, remove, or cover trademarks, copyright, or other proprietary notices or legends in or on the Encrypted Services; (e) decompile, disassemble, decrypt, extract or otherwise attempt or assist others to reverse engineer or derive the source code to the Echoworx Client Software; (f) use the Encrypted Services for service bureau purposes or otherwise to provide services to or for the benefit of any third party; (g) use the Echoworx Client Software on any computer or computer system that does not meet the minimum requirements specified by Verizon from time to time; or (h) use the Echoworx Client Software in the operation of critical data systems or other applications or uses, for which the failure of the Echoworx Client Software could lead to death, personal injury, or other physical damage.

- 51.3 **Ownership.** You acknowledge and agree that Verizon or its licensors own all right, title and interest in and to the Echoworx Client Software, and that this Agreement does not grant to you any right, title or interest in or to the Encrypted Services, other than the limited license granted herein. This license is not a sale of a copy of any of the Encrypted Services and does not render you the owner of a copy of any of the Encrypted Services.
- 51.4 **Transfer.** You may not assign this Agreement or otherwise transfer the Encrypted Services without the prior written consent of Verizon.
- 51.5 **Export and Territorial Restrictions.** The Encrypted Services contain encryption technology that is controlled for export by the U.S. and Canadian governments, and may be subject to import and/or use regulations in other jurisdictions. It is your responsibility to comply with laws and regulations relating to the export, import and use of the Echoworx Client Software and the Encrypted Services. You represent, warrant and covenant that you are not and will not be (i) a national of or resident of Cuba, Iran, Libya, North Korea, Sudan, Syria, and Myanmar or to persons or entities prohibited from receiving U.S. exports; (ii) anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders or Entity List; or (iii) a resident of any jurisdiction to which export or re-export of the Encrypted Services are prohibited, including, without limitation, jurisdictions included under the Area Control List of the Exports and Imports Permit Act of Canada. You will not, in any manner whatsoever, remove, convey, export, re-export or transmit the Encrypted Services in a manner that would contravene the spirit or the letter of any export law, regulations or policies in any country, including any international treaties or agreements, and you will not permit, encourage, assist or facilitate such activities by any other person or entity.
- 51.6 **United States Government.** The Echoworx Client Software and related documentation are "commercial computer software" and "commercial computer software documentation", respectively; as such terms are used in DFAR Section 227.7202 and FAR Section 12.212 (or successor regulations), as applicable. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through § 227.7202-4, Verizon is providing the Encrypted Services to U.S. Government end users only pursuant to the terms and conditions of this Agreement. If you are licensing the Encrypted Services on behalf of a government other than the U.S. Government, then, to the extent that you operate under laws similar to those U.S. laws addressed in C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through § 227.7202-4, the Encrypted Services are licensed to you only pursuant to the terms and conditions of this Agreement.
- 51.6 **Acknowledgements.** The Echoworx Client Software incorporates AES Rijndael Block Cipher, Written by Vincent Rijndael, Antoon Bosselaers, Paulo Barreto, Copyright (C) version 2.9 (December 2000), optimised ANSI C code for the Rijndael cipher (now

AES), AND IS PROVIDED BY THE AUTHORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHORS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

51.7 Encrypted Mail and Encrypted Docs are provided by Echoworx Corporation.

The following additional terms apply to Verizon Premium Technical Support for Business ("PTS") in addition to the terms and conditions that appear above.

52. **Service Description and Scope of Support.** Verizon Premium Technical Support for Business is a service intended to address issues outside the scope of Verizon's standard technical support. PTS includes: (a) configuration troubleshooting; (b) evaluation of and attempts to correct software, operating systems and networking issues; (c) virus/spyware support; and (d) software and peripherals support for network, video and sound cards, memory, hard drives, CD/DVD reader/writers, printers, scanners and home networking equipment. All PTS services are offered in English only.

53. **Limitations of PTS.**

53.1 PTS does not support all software, hardware or Internet-related products, applications or features and we reserve the right to defer support issues to your equipment or software vendor. PTS does not include training on hardware or software use.

53.2 PTS is not intended to replace the more advanced technical support that may be available from hardware or software manufacturers.

53.3 PTS is for incident-specific troubleshooting and problem resolution, and excludes: i) computer programming; ii) software development; iii) warranty repairs or product replacement; iv) support for Windows[®] 95 and earlier versions of Windows; v) support of MAC operating systems earlier than OS X; vi) problems or issues arising out of any impermissible or unauthorized use or modification of a product or vii) upgrades of firmware, software, operating systems, or applications. Use of PTS does not constitute a license to use the software, applications or equipment being supported, or an upgrade thereto. You are responsible for obtaining any necessary licenses to use your software and applications.

53.4 In some cases, we may not be able to diagnose or resolve a problem because of complications with your computer or its configuration. PTS is offered as a "best efforts" service and without warranty except as specifically set forth in this Agreement. We reserve the right to refuse to troubleshoot software not on our list of supported products.

53.5 You understand and agree that technical problems may be the result of software or hardware errors not yet resolved by the product manufacturer, and that we may not have the ability to obtain the information necessary to resolve a specific technical problem.

54. Your Responsibilities.

- 54.1 In order for us to provide PTS, you must first confirm that you have: a) full access (including any required licenses) to the hardware and/or software that is the basis of the problem; and (b) completed a back-up of any data, software, information or other files stored on your computer disks and/or drives that may be impacted. **Verizon is not responsible for the loss, corruption or alteration of data, software or files that may result from performance of PTS by our technicians.** You also acknowledge and agree that you are the owner or authorized user of any hardware or software about which you are contacting us. PTS is only available to you and those residing at your location. PTS is not transferrable to any third party.
- 54.2 You agree to cooperate with and follow instructions provided by Verizon and acknowledge that such cooperation by you is essential to our delivery of PTS to you.
- 54.3 You hereby grant Verizon permission to view, access and modify your computer, computer (including registry) settings and any related software or peripheral equipment, including all data, hardware and software components, in order to perform PTS.
- 54.4 You are responsible for any and all restoration and reconstruction of lost or altered files, data, or programs, and for ensuring that any information or data disclosed to Verizon is not confidential or proprietary to you or any third party.

55. Support Procedures.

- 55.1 **Purchase Terms.** PTS can be purchased either: (a) for an unlimited number of Incidents for a term beginning on the date you order PTS and continuing for the duration of the plan you selected ("Term Plan"); or (b) on a per-Incident basis (the "Per-Incident Service Plan"). For the Per-Incident Service Plan, Verizon will address a single Incident (as defined in Section 55 (b) below) which shall include follow-up calls, as reasonable and necessary, regarding the Incident. Once an Incident is resolved (as set forth in Section 55 (c), below), you may call back and obtain assistance on the same Incident for up to seventy-two (72) hours at no additional charge, after which the Incident will be considered closed. Once an Incident has been closed by Verizon, any further calls or requests for assistance will be considered a new Incident and additional fees will apply if you subscribe to our Per-Incident Service Plan. **IF YOU PURCHASE PTS UNDER A TERM PLAN AND YOUR SERVICE IS TERMINATED BY YOU (OR BY US IF YOU BREACH THIS AGREEMENT) BEFORE COMPLETING YOUR TERM, THEN, UPON TERMINATION OF YOUR SERVICE, YOU AGREE TO PAY VERIZON AN EARLY TERMINATION FEE IN THE AMOUNT SET FORTH IN THE PLAN YOU HAVE CHOSEN.**
- 55.2 "Incident" means a specific, discrete problem for which Verizon will attempt to isolate its origin to a single cause. Verizon, in its sole discretion, will determine what constitutes an Incident.
- 55.3 An Incident will be considered resolved when you receive one of the following: (a) information or advice that resolves the Incident; (b) information on how to obtain a software solution that will resolve the Incident; (c) notice that the Incident is caused by a known, unresolved issue or an incompatibility issue; (d) information that the Incident can be resolved by upgrading to a newer release of a product; (e) notice that the Incident has been identified as a hardware equipment issue; or if (f) you cannot, or elect not to, pursue the course of action we recommend.
- 55.4 Our advice to you may include steps that you will need to take before the Incident can be resolved, such as buying cables or cords, acquiring software, etc. and we will keep

your service request open for future reference when you are ready to resume the process.

56. **Third Party Warranties.** Third-party equipment, software and peripheral products are covered by the warranties provided by the original manufacturer or the seller of the product. Third party warranties may vary from product to product. It is your responsibility to consult the applicable product documentation for specific warranty information. **In addition, you acknowledge that certain third party equipment or software warranties may limit or void the remedies that they offer if unauthorized persons perform support service on the equipment or software. It is your responsibility to ensure that any impact that Verizon's delivery of PTS might have on third party warranties is acceptable to you.**
57. **Customer Specific Service.** PTS is only available to you and to persons you authorize. In either case, the terms of this Agreement will apply to the PTS services we perform.
58. **LIMITATION OF LIABILITY.** VERIZON'S TOTAL LIABILITY ARISING OUT OF THE PTS SERVICE, OR FROM VERIZON'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, IF ANY, SHALL BE LIMITED, AT VERIZON'S SOLE DISCRETION AND OPTION, (A) TO REPERFORMING THE PTS SERVICE, OR (B) AS SET FORTH IN SECTIONS 17 AND 18 OF THE AGREEMENT; EXCEPT THAT, IN THE CASE OF PER-INCIDENT SERVICE PLANS, YOUR REMEDIES WILL BE LIMITED TO A REFUND OF THE CHARGES AND FEES PAID FOR THE PTS SERVICE GIVING RISE TO THE CLAIM, IF ANY. THE REMEDIES FOR A FAILURE OR BREACH OF SUCH LIMITED WARRANTY ARE EXCLUSIVE.

The following additional terms apply to Verizon Linked Mail for Business in addition to the terms and conditions that appear above.

59. **Verizon Linked for Business ("Linked Mail").** Linked Mail is an email service that is accessible only from the Verizon Online small business portal and does not include subaccounts. Use of Linked Mail is subject to Verizon's email and anti-spam policies, including limitations on the number and/or size of email messages that may be sent during a given time period, as well as limitations on the number of permissible recipients for an email. Linked Mail service does not include Internet access or other interLATA transport services. Customers using Linked Mail are restricted from using Verizon.net SMTP or POP3 email service capabilities/functions.
60. **Email Security.** Verizon reserves the right, in our sole discretion, to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users, against Internet threats or abuses including, without limitation, viruses, spam, phishing attacks, identity theft and any other potentially disabling or harmful threat. These security measures may include, but are not limited to, the use of firewalls and blocklists to block potentially harmful or abusive emails or attachments, the use of anti-spam filters, anti-virus or anti-spyware software, or the blocking selected ports. Such activities may result in the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account. By using Verizon-provided email service, you agree that delivery and receipt of email is not guaranteed and you also agree to Verizon's use of Internet and email security measures that we, in our sole discretion, deem appropriate.

**FiOS Internet Service for Business Service Agreement Attachment F
Exhibit F-1 Rates and Charges**

The rates and charges set out in Exhibit F-1 are included for informational purposes only. The rates and charges are subject to change and are not firm for the term period of the overall Agreement. When Customer wishes to order FiOS Internet Service for Business, Customer may be asked to sign a separate agreement (which shall be the FiOS Internet Service Agreement and Terms of Service set out below) or a Statement of Work (which shall incorporate the FiOS Internet Service Agreement and Terms of Service set out below). The prevailing applicable rates and charges will be provided to Customer at the time of order and reflected in the Statement of Work or the separate FiOS Internet Service Agreement with Terms of Service.

Verizon High Speed plans include:

- 24 / 7 live technical support
- 30-day money-back guarantee
- Up to 9 email accounts
- Up to 20 MB for your own Web page
- Free WiFi
- Option to add premium services

An Internet protocol (IP) is an address assigned by your Internet service provider (ISP) and is used to give your computer or other device access to the Internet.

Static IP

Packages	Features	Maximum Connection Speed	Activation Fee	Modem	Price per Month
Premium					
7.1 Mbps Top connection speeds with premium email and Web space features.	20 MB of Web space Up to 10 verizon.net email boxes or three domain names Free WiFi One free license for Verizon Internet Security Suite	Up to 7.1 M/768K	Up to \$99.99	\$89.99	\$149.99 or \$199.99*
3 Mbps For your growing business, a fast, full-featured broadband connection.	20 MB of Web space Up to 10 verizon.net email boxes or three domain names Free WiFi	Up to 3.0M/768K	Up to \$99.99	\$89.99	\$79.99

	One free license for Verizon Internet Security Suite				
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Dynamic IP

Packages	Features	Maximum Connection Speed	Activation Fee	Modem	Price per Month
Premium					
7.1 Mbps Top connection speeds with premium email and Web space features.	20 MB of Web space Up to 10 verizon.net email boxes or three domain names Free WiFi One free license for Verizon Internet Security Suite	Up to 7.1 M/768K	Up to \$99.99	\$89.99	\$79.99 or \$99.99*
3 Mbps For your growing business, a fast, full-featured broadband connection.	20 MB of Web space Up to 10 verizon.net email boxes or three domain names Free WiFi One free license for Verizon Internet Security Suite	Up to 3.0M/768K	Up to \$99.99	\$89.99	\$59.99
Basic					
3 Mbps A high-speed connection at a great value.	Up to 10 verizon.net email boxes Free WiFi	Up to 3.0M/768K	Up to \$99.99	\$89.99	\$42.99
1 Mbps Big savings on a reliable connection.	Up to 10 verizon.net email boxes Free WiFi	Up to 1.0M/384K	Up to \$99.99	\$89.99	\$29.99

Verizon High Speed Internet for Business is based on High Speed Internet technology and provided by Verizon Online. Acceptance of Verizon Online Terms of Service required. \$99.99 activation fee and other equipment charges, fees, taxes and terms apply. \$149 early termination fee applies. Service not available to all locations; availability subject to final verification by Verizon Online following order. Actual speeds vary. Service provisioned will be based on Verizon line qualification requirements. Speed provisioned when ordering Up to 3.0 Mbps / 768 Kbps will be Up to 3.0 Mbps, Up to 1.5 Mbps or Up to 768 Kbps downstream based on Verizon network guidelines. Other terms and conditions apply. ©2009 Verizon. All rights reserved.

FiOS Internet for Business				
Dynamic FiOS	15M/5M	25M/25M	35M/35M	50M/20M
Retail Standalone MRC (MTM)	\$89.99	\$109.99	\$124.99	\$174.99
Dynamic FiOS	15M/5M	25M/25M	35M/35M	50M/20M
Retail Standalone MRC (2 year)	\$64.99	\$84.99	\$99.99	\$149.99
Static FiOS		25M/25M	35M/35M	50M/20M
Retail Standalone MRC (MTM)	N/A	\$129.99	\$149.99	\$214.99
Static FiOS		25M/25M	35M/35M	50M/20M
Retail Standalone MRC (2 year)	N/A	\$104.99	\$124.99	\$189.99
Professional Installation	FREE for first PC; \$75 for each additional PC			
Activation Fee (formerly known as the Set-up Fee) NRC	\$99.99			
Wireless Router 4-port for Dynamic IP (or up to 125 Static IPs)	\$99.99 for standalone, FREE for bundle purchasers			
USB Wireless Adapter	\$59.99			
CPE Extended Service Plan (After 90 Day Warranty)	\$3.99 MRC per Internet Circuit			
Internet Security Suite	FREE for 1 PC / \$5.99 for 3 PCs			
IP Address	1 Dynamic or 1 Static			
Static IPs (block of 5, 13, 29, 61, 125), instead of 1 IP address	N/A	\$20, \$50, \$80, \$120 or \$190 MRC		
Email Boxes (verizon.net or Domain Name)	15 DNE or 10 .net mailboxes			
Mailbox Storage (vz.net boxes)	2 GB primary, 250 MB for each additional box			
Additional .net mailboxes	\$3.00 each			
Mailbox Storage (DNE boxes)	25 MB per box			
Additional Domain Name Email mailboxes	\$6.00 each			
Online Backup & Sharing 250MB	Included			
Domain Name Service (DNS)	1 included			
Domain Name Registration	Included			
Additional Domain Name Registration	\$15 MRC plus \$55 NRC			
Domain Name Transfer	\$15 NRC for first; for additional, \$15 MRC plus \$20 NRC			
Personal Web Space	20M			
Newsgroups, 24X7 Technical Support, 30 Day Guarantee	Included			
Early Termination Fee	No ETF 1st 30 Days; \$320 for 2 year term; Prorated months 3 - 24			
Analog Access (Mobility)	\$8.95 for 20 hrs	Unlimited Hrs		
Additional Analog Access	\$1.95/hr	Unlimited Hrs		

VZ Routing Code: _____

Service Attachment G
Services Provided by Verizon Business Network Services Inc. on behalf of MCI
Communications Services Inc. d/b/a Verizon Business Services Pursuant to the Verizon
Business Services CALNET II Contract

The Services listed below [List to be included in Final Agreement] are included herein for informational purposes only. Such Services are provided by Verizon Business Network Services Inc. on behalf of MCI Communications Services Inc. d/b/a Verizon Business Services solely pursuant to the Verizon Business Services CALNET II Agreements (including Amendments thereto) rates, terms, conditions and ordering procedures, including ATO, as posted and publicly available at www.calnet.ca.gov. The Verizon Business Services CALNET II Agreements are State of California and Verizon Business Services Agreement No. 5-06-58-22 (DTS 06E1392) and Agreement No. 5-06-58-23 (DTS 06E1393).

**Attachment H Attachment H
Service Location and BTN Attachment**

The following list of Billing Telephone Numbers (BTNs) has been reviewed by Customer and Verizon. Both Parties believe it is accurate and complete as of December 15, 2010. When locations, additional Services or additional quantities of Service are added to the Agreement consistent with the terms and conditions of the Agreement (including Attachments, Exhibits and SOWs), this list of BTNs shall be deemed amended to include such additional BTNs as applicable. The parties agree to work cooperatively to periodically review and update the BTN list.

To facilitate timely implementation of the Services and applicable rates and charges in the Agreement to included BTNs, when orders for Service under the Agreement are placed (including Service to new locations and/or additional quantities of Service), at the time of ordering, Customer (including Customer's representatives authorized to place orders for Services under the Agreement) shall advise Verizon that the additional Services are being ordered under this Agreement. Nothing herein shall, at any time, preclude Customer from purchasing services from Verizon's tariffs, ILEC Product Guide or Service Publication and Price Guide, but such services would be provided solely pursuant to Verizon's applicable tariffs, ILEC Product Guide and/or Service Publication and Price Guide and not this Agreement except as otherwise set forth in the Agreement. Customer or Customer's authorized representatives placing orders for Services under the Agreement shall indicate at the time of the order if such orders are under the Agreement or pursuant to Verizon's tariffs, ILEC Product Guide or Service Publication and Price Guide (outside the Agreement, as amended).

ISDN BRI BASIC

9096140290	13260 CENTRAL AVE	CHINO	91710-4165
7602456179	14455 CIVIC DR	VICTORVILLE	92392-2312
9098901744	1504 S. GIFFORD AVE	SN BERNRDNO	92408-
9093800187	316 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92401-92408-
9098905472	348 W. HOSPITALITY LN	SN BERNRDNO	3242-92415-
9093800027	385 N. ARROWHEAD AVE	SN BERNRDNO	1002-92410-
9093800377	654 W. OAK ST	SN BERNRDNO	3338
9093800106	670 E. GILBERT ST	SN BERNRDNO	92404-
9093801048	670 E. GILBERT ST	SN BERNRDNO	92404-
9093800263	670 E. GILBERT ST	SN BERNRDNO	92404-
9093801054	777 E. RIALTO AVE	SN BERNRDNO	92408-
9099879185	8303 HAVEN AVE	RCH CUCAMONGA	91730-3848

ISDN PRI

9094787100	10417 MOUNTAIN VIEW AVE	LOMA LINDA	92354-2030
9094787100	10417 MOUNTAIN VIEW AVE	LOMA LINDA	92354-2030
9099450700	10835 ARROW ROUTE	RCH CUCAMONGA	91730-4800
7605302900	10875 RANCHO RD	ADELANTO	92301-3410

9097991228	1140 E. COOLEY AVE	SN BERNRDNO	92408-2847
7609559885	12402 INDUSTRIAL BLVD BLDG D	VICTORVILLE	92395-5871
9093881900	128 CAROUSEL MALL	SN BERNRDNO	92401-1503
7602564200	1300 E. MOUNTAIN VIEW ST	BARSTOW	92311-3202
9094655200	13260 CENTRAL AVE	CHINO	91710-4165
7608431799	14455 CIVIC DR	VICTORVILLE	92392-2312
7608431799	14455 CIVIC DR	VICTORVILLE	92392-2312
7602410413	14455 CIVIC DR	VICTORVILLE	92392-2312
7602419718	14455 CIVIC DR	VICTORVILLE	92392-2312
7602456215	14455 CIVIC DR	VICTORVILLE	92392-2312
9093878499	150 CAROUSEL MALL	SN BERNRDNO	92401-1548
9093832799	150 W. 5TH ST	SN BERNRDNO	92401-
7605526100	15030 PALMDALE RD	VICTORVILLE	92392-
9093861199	1504 S. GIFFORD ST	SN BERNRDNO	92408-92392-
7602438300	15400 CIVIC DR	VICTORVILLE	2359
7602435227	15400 CIVIC DR	VICTORVILLE	92392-
7608434300	15456 SAGE ST	VICTORVILLE	92392-2346
7602436600	15480 RAMONA AVE	VICTORVILLE	92392-2421
7602438100	15505 CIVIC DR	VICTORVILLE	92392-2357
9093875500	157 W. 5TH ST	SN BERNRDNO	92401-
9093875500	157 W. 5TH ST	SN BERNRDNO	92401-
9098841300	157 W. 5TH ST	SN BERNRDNO	92401-
9098882758	157 W. 5TH ST	SN BERNRDNO	92401-
9094757100	1585 E. HIGHLAND AVE	SN BERNRDNO	92404-4613
9094589500	1637 E. HOLT BLVD	ONTARIO	91761-2107
9094589500	1637 E. HOLT BLVD	ONTARIO	91761-2107
7609479495	16453 BEAR VALLEY RD	HESPERIA	92345-1752
7609564499	16453 BEAR VALLEY RD	HESPERIA	92345-1752
9093876200	172 W. 3RD ST	SN BERNRDNO	92401-
9093876200	172 W. 3RD ST	SN BERNRDNO	92401-
9093871470	172 W. 3RD ST	SN BERNRDNO	92401-
9093878307	172 W. 3RD ST	SN BERNRDNO	92401-
9093878309	172 W. 3RD ST	SN BERNRDNO	92401-
9098841858	172 W. 3RD ST	SN BERNRDNO	92401-
9098841858	172 W. 3RD ST	SN BERNRDNO	92401-
9098855566	172 W. 3RD ST	SN BERNRDNO	92401-
7608435100	17270 BEAR VALLEY RD	VICTORVILLE	92395-7751
9094732699	18000 INSTITUTION RD	SN BERNRDNO	92407-1864
9094731761	18000 INSTITUTION RD	SN BERNRDNO	92407-1864
9098870364	18000 INSTITUTION RD	SN BERNRDNO	92407-1864

9098909456	1950 S. SUNWEST LN	SN BERNRDNO	92408-3258
9094752000	2050 N. MASSACHUSETTS AV	SN BERNRDNO	92405-3211
7609616799	21101 DALE EVANS PKWY	APPLE VALLEY	92307-9356
9093879800	215 N. D ST	SN BERNRDNO	92401-1733
9097988400	216 BROOKSIDE AVE	REDLANDS	92373-4606
9093868700	222 W. HOSPITALITY LN	SN BERNRDNO	92408-3200
9093878306	222 W. HOSPITALITY LN	SN BERNRDNO	92408-3200
9093360699	26010 HIGHWAY 189	TWIN PEAKS	92391-
9092524600	265 E. 4TH ST	SN BERNRDNO	92410-
9093823000	268 W. HOSPITALITY LN	SN BERNRDNO	92408-3241
9093880800	290 N. D ST	SN BERNRDNO	92401-1734
7602564999	301 E. MOUNTAIN VIEW ST	BARSTOW	92311-2886
9093873800	385 N. ARROWHEAD AVE	SN BERNRDNO	92415-1002
9093873800	385 N. ARROWHEAD AVE	SN BERNRDNO	92415-1002
9093878373	385 N. ARROWHEAD AVE	SN BERNRDNO	92415-
9098900779	412 W. HOSPITALITY LN	SN BERNRDNO	92408-3252
9098913500	412 W. HOSPITALITY LN SUITE 1	SN BERNRDNO	92408-3252
9098660199	477 SUMMIT BL	BIG BEAR LAKE	92315-
9098660199	477 SUMMIT BL	BIG BEAR LAKE	92315-
9093885699	515 N. ARROWHEAD AVE	SN BERNRDNO	92401-
7602285200	56357 PIMA TR	YUCCA VALLEY	92284-3607
9093868499	620 S. E ST	SN BERNRDNO	92408-1906
9093860900	630 E. RIALTO AVE	SN BERNRDNO	92408-
7603664100	6527 WHITE FEATHER RD	JOSHUA TREE	92252-6604
9093873499	655 E. 3RD ST	SN BERNRDNO	92410-4957
9093869100	655 W. 2ND ST FL 2ND	SN BERNRDNO	92410-3205
9093820400	658 BRIER DR	SN BERNRDNO	92408-2800
9093832000	662 S. TIPPECANOE AVE	SN BERNRDNO	92408-
9093877700	670 E. GILBERT ST	SN BERNRDNO	92404-
9093877700	670 E. GILBERT ST	SN BERNRDNO	92404-
9093880500	670 E. GILBERT ST	SN BERNRDNO	92404-
9093831769	670 E. GILBERT ST	SN BERNRDNO	92404-
9098913799	686 E. MILL ST SUITE 100	SN BERNRDNO	92408-1610
9098913799	686 E. MILL ST SUITE 100	SN BERNRDNO	92408-1610
9093878899	777 E. RIALTO AVE	SN BERNRDNO	92408-
9093878899	777 E. RIALTO AVE	SN BERNRDNO	92408-
9092525000	777 E. RIALTO AVE	SN BERNRDNO	92415-1005
9092525200	777 E. RIALTO AVE	SN BERNRDNO	92415-1005
9092525000	777 E. RIALTO AVE	SN BERNRDNO	92415-1005

9098885916	777 E. RIALTO AVE	SN BERNRDNO	92408-
9093841888	777 E. RIALTO AVE	SN BERNRDNO	92408-
9098883228	777 E. RIALTO AVE	SN BERNRDNO	92408-
9093849233	777 E. RIALTO AVE	SN BERNRDNO	92408-
9093878311	777 E. RIALTO AVE	SN BERNRDNO	92408-
9093878300	777 E. RIALTO AVE	SN BERNRDNO	92408-
9093832336	777 E. RIALTO AVE	SN BERNRDNO	92415- 1005
9093839600	825 E. HOSPITALITY LN	SN BERNRDNO	92408- 3575
9093816405	825 E. HOSPITALITY LN	SN BERNRDNO	92408- 3575
9099454100	8303 HAVEN AVE	RCH CUCAMONGA	91730- 3848
9099890056	8303 HAVEN AVE	RCH CUCAMONGA	91730- 3848
9099485000	8575 HAVEN AVE	RCH CUCAMONGA	91730- 9105
9098904899	880 E. MILL ST	SN BERNRDNO	92408- 92373-
9093353200	881 W. REDLANDS BLVD	REDLANDS	8009 92301-
7605309399	9438 COMMERCE WAY	ADELANTO	3949
9099486299	9445 FAIRWAY VIEW PL	RCH CUCAMONGA	91730-
9094637599	9478 ETIWANDA AVE	RCH CUCAMONGA	91739- 9662
9094635099	9500 ETIWANDA AVE	RCH CUCAMONGA	91739- 9662
9099453700	9638 7TH ST	RCH CUCAMONGA	91730- 5610
9099416599	9650 9TH ST	RCH CUCAMONGA	91730- 4549
7609564500	9655 9TH AVE	HESPERIA	92345- 3037

Single Business line - measured rate

7603636022	10245 FOBES RD	MORONGO VLY	92256-
7602463210	10370 RANCHO RD	ADELANTO	92301-2275
9097967619	10417 MOUNTAIN VIEW AVE	LOMA LINDA	92354-2030
9099411488	10510 CIVIC CENTER DR	RCH CUCAMONGA	91730-3801
9094761599	10602 TRADEMARK PKWY N	RCH CUCAMONGA	91730-
9094817104	10825 ARROW HWY	RCH CUCAMONGA	91730-4800
7602460631	10875 RANCHO RD	ADELANTO	92301-3410
9096288537	10902 CENTRAL AV	MONTCLAIR	91762-
9097936999	111 W. LUGONIA AV	REDLANDS	92374-2235
9098857457	1113 N. E ST	SN BERNRDNO	92410-3507
9093892377	11300 SAND CANYON RD	REDLANDS	92374-
9097904092	11377 2ND ST	YUCAIPA	92399-
9094787834	1140 E. COOLEY AVE	SN BERNRDNO	92408-2847
7602465661	11497 BARTLETT AVE STE C1	ADELANTO	92301-1901
7605301668	11613 BARTLETT AVE	ADELANTO	92301-1920
9098848837	1170 W. 3RD ST	SN BERNRDNO	92410-1715
9098854407	1170 W. 3RD ST FLOOR 2	SN BERNRDNO	92410-1724
7602465111	11741 HARDY AVE	ADELANTO	92301-1626
9093814294	1180 W. 9TH ST	SN BERNRDNO	92411-2212

9097971691	11911 S. OAK GLEN RD	YUCAIPA	92399-9754
7602474892	11923 JOSHUA RD	APPLE VALLEY	92308-9290
7602477379	11923 JOSHUA RD	APPLE VALLEY	92308-9290
9097903145	12040 5TH ST	YUCAIPA	92399-2746
7609552021	12219 2ND AVE	VICTORVILLE	92395-5770
9097973585	12236 CALIFORNIA ST	YUCAIPA	92399-4350
7602478208	12293 JOSHUA RD	APPLE VALLEY	92308-
7609490731	12397 SYCAMORE ST	VICTORVILLE	92392-9635
7609490659	12397 SYCAMORE ST	VICTORVILLE	92392-9635
7609490478	12397 SYCAMORE ST	VICTORVILLE	92392-9635
7609476916	12397 SYCAMORE ST	VICTORVILLE	92392-9635
7609490335	12397 SYCAMORE ST	VICTORVILLE	92392-9635
7609559685	12402 INDUSTRIAL BLVD BLDG D	VICTORVILLE	92395-5871
7602451100	12550 JACARANDA ST	VICTORVILLE	92395-5183
7602406966	12660B INDIAN RIVER DR	APPLE VALLEY RCH	92308-6774
9098998797	12672 4TH ST	CUCAMONGA	91730-
9098855738	128 CAROUSEL MALL	SN BERNRDNO	92401-1503
9097961381	1295 E. HARDT ST	SN BERNRDNO	92408-
7609517836	12975 ROLLING RIDGE DR	VICTORVILLE	92395-
9097946344	1300 CRAFTON AVE	MENTONE	92359-1318
7602567112	1300 E. MOUNTAIN VIEW ST	BARSTOW	92311-3202
7602562467	1300 E. MOUNTAIN VIEW ST	BARSTOW	92311-3202
7602568420	1300 E. MOUNTAIN VIEW ST	BARSTOW	92311-3202
9099473714	13087 GROVE AVE	ONTARIO	91762-
7603724912	13207 MARKET ST	TRONA	93562-1918
7603725598	13207 MARKET ST	TRONA	93562-1918
7603725081	13209 MARKET ST	TRONA	93562-1918
7603725604	13215 MARKET ST	TRONA	93562-1918
9096276403	13260 CENTRAL AVE	CHINO	91710-4165
9095913220	13260 CENTRAL AVE	CHINO	91710-4165
9097948107	1331 OPAL AVE	MENTONE	92359-
7602405867	13401 LAGUNA SECA DR	APPLE VALLEY	92307-6486
7602476955	13589 NAVAJO RD SUITE 104	APPLE VALLEY	92308-5727
9098899255	136 CAROUSEL MALL	SN BERNRDNO	92401-1503
7602412081	13782 EL EVADO RD	VICTORVILLE RCH	92392-2737
9098994920	13830 HIGHLAND AVE	CUCAMONGA	91739-
7609553256	13911 PARK AVE STE 200	VICTORVILLE	92392-2407
9095912635	14020 CITY CENTER DR	CHINO HILLS	91709-5442
9094648175	14020 CITY CENTER DR	CHINO HILLS	91709-5442
7609517591	14075 HESPERIA RD SUITE 201	VICTORVILLE	92395-4500
7602457904	14297 AMARGOSA RD	VICTORVILLE	92392-2319
9093812421	144 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92408-1015
9093813901	144 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92408-1015
7602459944	14455 CIVIC DR	VICTORVILLE	92392-2312
7602452410	14455 CIVIC DR	VICTORVILLE	92392-2312
7602451376	14455 CIVIC DR	VICTORVILLE	92392-2312
7602434155	14455 CIVIC DR	VICTORVILLE	92392-2312
7602452366	14455 CIVIC DR	VICTORVILLE	92392-2312
7602410993	14455 CIVIC DR	VICTORVILLE	92392-2312

7602419529	14455 CIVIC DR	VICTORVILLE	92392-2312
7602434434	14455 CIVIC DR	VICTORVILLE	92392-2312
7602458358	14455 CIVIC DR	VICTORVILLE	92392-2312
7602419529	14455 CIVIC DR	VICTORVILLE	92392-2312
9096061901	14467 CENTRAL AVE	CHINO	91710-9501
7602496038	1450 STATE HIGHWAY 2	WRIGHTWOOD	92397-
7602496913	1450 STATE HIGHWAY 2	WRIGHTWOOD	92397-
7603884719	1488 COMMUNITY LN	ADELANTO	92301-
7609610815	14901 DALE EVANS PKWY	APPLE VALLEY	92307-3061
9093870757	150 CAROUSEL MALL	SN BERNRDNO	92401-1548
9098857469	150 W. 5TH ST	SN BERNRDNO	92401-
9098894057	150 W. 5TH ST	SN BERNRDNO	92401-
7602434098	15030 PALMDALE RD	VICTORVILLE	92392-
9098900544	1504 S. GIFFORD AVE	SN BERNRDNO	92408-
7602451278	15100 MEYER ST	ORO GRANDE	92368-
7608438024	15165 OLIVE ST	ORO GRANDE	92368-9524
9096068943	15338 CENTRAL AVE	CHINO	91710-7658
7602411495	15371 CIVIC DR	VICTORVILLE	92392-2914
7602416826	15400 CIVIC DR	VICTORVILLE	92392-2359
9098854094	1543 W. 8TH ST	SN BERNRDNO	92411-2569
7608430651	15455 SENECA RD	VICTORVILLE	92392-2225
7609626908	15456 SAGE ST	VICTORVILLE	92392-2346
7602417691	15456 SAGE ST	VICTORVILLE	92392-2346
7602417691	15456 SAGE ST	VICTORVILLE	92392-2346
7602417691	15456 SAGE ST	VICTORVILLE	92392-2346
7602413922	15480 RAMONA AVE	VICTORVILLE	92392-2421
7602435406	15480 RAMONA AVE	VICTORVILLE	92392-2421
7602435498	15480 RAMONA AVE	VICTORVILLE	92392-2421
7602437481	15505 CIVIC DR	VICTORVILLE	92392-2357
9098864937	1585 E. HIGHLAND AVE	SN BERNRDNO	92404-4613
7609484468	15980 MAIN ST	HESPERIA	92345-3525
7602449404	15980 MAIN ST	HESPERIA	92345-3525
9093918863	1627 E. HOLT BLVD	ONTARIO	91761-2107
9099848383	1627 E. HOLT BLVD	ONTARIO	91761-2107
9093911048	1637 E. HOLT BLVD	ONTARIO	91761-2107
9099863615	1637 E. HOLT BLVD	ONTARIO	91761-2107
7609561266	16453 BEAR VALLEY RD	HESPERIA	92345-1752
9094468716	165 COTTONWOOD DR	CALIMESA	92320-1358
9098808061	1650 W. 16TH ST	SN BERNRDNO	92411-1179
7602431618	16534 VICTOR ST	VICTORVILLE	92395-3920
7602435942	16534 VICTOR ST	VICTORVILLE	92395-3920
9098866737	1669 N. E ST	SN BERNRDNO	92405-4498
7602555400	170 N. YUCCA AVE	BARSTOW	92311-3231
7602567077	170 N. YUCCA AVE	BARSTOW	92311-3231
7602551501	170 N. YUCCA AVE	BARSTOW	92311-3231
7602432706	17125 QUARTSITE MTN RD	VICTORVILLE	92392-
7602459640	17125 QUARTSITE MTN RD	VICTORVILLE	92392-
9093811068	172 W. 3RD ST	SN BERNRDNO	92401-
9098850192	172 W. 3RD ST	SN BERNRDNO	92401-
9093830302	172 W. 3RD ST	SN BERNRDNO	92401-

7602411914	17270 BEAR VALLEY RD	VICTORVILLE	92395-7751
7609561461	17470 ALDER ST	HESPERIA	92345-5083
9098853042	175 S. LENA RD	SN BERNRDNO	92408-
9094731712	18000 INSTITUTION RD	SN BERNRDNO	92407-1864
9098871843	18000 INSTITUTION RD	SN BERNRDNO	92407-1864
9098872156	18000 INSTITUTION RD	SN BERNRDNO	92407-1864
9094733165	18000 INSTITUTION RD	SN BERNRDNO	92407-1864
9098876241	18000 INSTITUTION RD	SN BERNRDNO	92407-1864
7602416311	18000 YATES RD	VICTORVILLE	92395-
7602452226	18000 YATES RD GATE FRONT	VICTORVILLE	92395-
9098804158	18101 INSTITUTION RD	SN BERNRDNO	92405-
7603892322	18107 HIGHWAY 173	HESPERIA	92345-
7602451006	18600 STODDARD WELLS RD	VICTORVILLE	92394-
9093860437	1874 S. BUSINESS CENTER DR	SN BERNRDNO	92408-3457
9098878063	18958 INSTITUTION RD	SN BERNRDNO	92405-
9098677728	1920 WILDERNESS RD	RUNNING SPGS	92382-
9098677575	1920 WILDERNESS RD	RUNNING SPGS	92382-
9098673683	1920 WILDERNESS RD	RUNNING SPGS	92382-
9098847346	1950 S. SUNWEST LN	SN BERNRDNO	92408-3258
9098901364	1950 S. SUNWEST LN	SN BERNRDNO	92408-3258
9098901364	1950 S. SUNWEST LN	SN BERNRDNO	92408-3258
9094730299	19555 CAJON BLVD	SN BERNRDNO	92407-1815
9098879593	1982 OAK SPRNGS CANYON	LYTLE CREEK	92358-
9098808103	1982 OAK SPRNGS CANYON	LYTLE CREEK	92358-
9098816755	1997 E. MARSHALL BLVD	SN BERNRDNO	92404-2923
9098816755	1997 E. MARSHALL BLVD	SN BERNRDNO	92404-2923
9098816755	1997 E. MARSHALL BLVD	SN BERNRDNO	92404-2923
7602551517	200 E. BUENA VISTA ST	BARSTOW	92311-2804
7602563376	200 E. BUENA VISTA ST	BARSTOW	92311-2804
9094670958	200 N. CHERRY AVE	ONTARIO	91764-4120
9098882097	200 S. LENA RD	SN BERNRDNO	92408-
7602527490	2020 MONTEREY AVE	BARSTOW	92311-6713
9097983407	2024 ORANGE TREE LN	REDLANDS	92374-4560
9093072669	2024 ORANGE TREE LN	REDLANDS	92374-4560
9097922683	2024 ORANGE TREE LN	REDLANDS	92374-4560
9098815182	2050 N. MASSACHUSETTS AV	SN BERNRDNO	92405-3211
9098812985	2050 N. MASSACHUSETTS AV	SN BERNRDNO	92405-3211
9098813864	2050 N. MASSACHUSETTS AV	SN BERNRDNO	92405-3211
9096051911	2050 S. MILLIKEN AVE	ONTARIO	91761-2303
9096051912	2050 S. MILLIKEN AVE	ONTARIO	91761-2303
7602472865	21101 DALE EVANS PKWY	APPLE VALLEY	92307-9356
9093847719	215 N. D ST	SN BERNRDNO	92401-1733
9093836432	215 N. D ST	SN BERNRDNO	92401-1733
9097920058	216 BROOKSIDE AVE	REDLANDS	92373-4606
9097933384	216 BROOKSIDE AVE	REDLANDS	92373-4606
7602404716	21600 CORWIN RD	APPLE VALLEY	92307-1004
7602472371	21600 CORWIN RD	APPLE VALLEY	92307-6319
7602477568	21600 CORWIN RD UNIT 2	APPLE VALLEY	92307-1004
9093380317	21775 DOYLE RD	CEDARPINES PK	92322-
9098882486	222 W. HOSPITALITY LN	SN BERNRDNO	92408-3200

9098890273	222 W. HOSPITALITY LN	SN BERNRDNO	92408-3200
9098854046	222 W. HOSPITALITY LN	SN BERNRDNO	92408-3200
7602566163	225 E. MOUNTAIN VIEW ST	BARSTOW	92311-2838
7602569211	225 E. MOUNTAIN VIEW ST	BARSTOW	92311-2838
7602569143	225 E. MOUNTAIN VIEW ST	BARSTOW	92311-2838
7602569168	225 E. MOUNTAIN VIEW ST	BARSTOW	92311-2838
9093389006	22836 FIR LN TRLR B7	CRESTLINE	92325-
9093382582	23188 CREST FOREST DR	CRESTLINE	92325-
9099822611	2400 N. EUCLID AVE	UPLAND	91784-1184
9099499702	2413 N. EUCLID AVE	UPLAND	91784-1185
9099200204	2413 N. EUCLID AVE	UPLAND	91784-
9099494858	2413 N. EUCLID AVE REAR	UPLAND	91784-
9093383245	246 HOUSTON RD	CRESTLINE	92325-
9093386156	24690 SAN MORITZ WY	CRESTLINE	92325-
9094730661	2555 DEVORE RD	SN BERNRDNO	92407-1539
9094730171	2555 DEVORE RD	SN BERNRDNO	92407-1539
9094737195	2555 DEVORE RD	SN BERNRDNO	92407-1539
9094737124	2555 GLEN HELEN PKWY	SN BERNRDNO	92407-1539
9094730373	2555 GLEN HELEN PY	SN BERNARDINO	92407-1539
9097968621	25581 BARTON RD	LOMA LINDA	92354-3125
9093374893	26010 HIGHWAY 189	TWIN PEAKS	92391-
9093372064	26010 HIGHWAY 189	TWIN PEAKS	92391-
9093364889	26010 HIGHWAY 189	TWIN PEAKS	92391-
9093362384	26010 HIGHWAY 189	TWIN PEAKS	92391-
9098673489	2625 WHISPERING PINS DR	RUNNING SPGS	92382-
9098903683	268 W. HOSPITALITY LN	SN BERNRDNO	92408-3241
9093369132	26830 STATE HIGHWAY 189	BLUE JAY	92317-
9097935402	26930 BARTON RD	REDLANDS	92373-
7609523177	27089 HELENDALE RD	HELENDALE	92342-
7602455022	27089 HELENDALE RD	HELENDALE	92342-
9093379934	27176 N. PENINSULA DR	LK ARROWHEAD	92352-
9093373118	27235 STATE HIGHWAY 189	BLUE JAY	92317-
7609518481	27801 MOUNTAIN SPRNGS RD	HELENDALE	92342-
7602567407	28355 INNVALE RD GOVT BLDG	BARSTOW	92311-
7602563175	28355 INNVALE RD GOVT BLDG	BARSTOW	92311-
7602562478	28355 INNVALE RD GOVT BLDG	BARSTOW	92311-
9093830103	290 N. D ST	SN BERNRDNO	92401-1734
9095903816	2900 RIVERSIDE DR	CHINO	91710-
7603886614	2925 EL MIRAGE RD	ADELANTO	92301-9497
9093370961	29419 S. TORREY RD	CEDAR GLEN	92321-
9098872115	2969 N. FLORES ST	SN BERNRDNO	92407-6629
7602562688	29802 HIGHWAY 58	BARSTOW	92311-
7602565859	29802 HIGHWAY 58	BARSTOW	92311-
7602563631	29802 HIGHWAY 58	BARSTOW	92311-
9093370678	29898 HIGHWAY 18	SKYFOREST	92385-
7602554090	301 E. MOUNTAIN VIEW ST	BARSTOW	92311-2886
9093373576	301 S. HIGHWAY 173	LK ARROWHEAD	92352-
9093363182	301 S. HIGHWAY 173	LK ARROWHEAD	92352-
9098896427	303 W. 3RD ST	SN BERNRDNO	92401-1815
9093841365	303 W. 3RD ST	SN BERNRDNO	92401-

9098855313	303 W. 3RD ST	SN BERNRDNO	92401-
9098890419	303 W. 3RD ST FL 5TH	SN BERNRDNO	92401-1815
9093376451	30400 HIGHWAY 18	LK ARROWHEAD	92352-
9098855194	306 W. 2ND ST STE 200	SN BERNRDNO	92401-1805
7602573051	30885 NEWBERRY RD	NEWBERRY SPGS	92365-
9098675063	31250 HILLTOP BL	RUNNING SPGS	92382-
7608683175	3130 BUCKWHEAT RD	PINON HILLS	92372-
9098674086	31565 HILLTOP BLVD STE C	RUNNING SPGS	92382-
9097953485	32183 KENTUCKY ST	YUCAIPA	92399-1768
9098675423	32187 COVE CIR	RUNNING SPGS	92382-
9093897605	32330 E. SANTA ANA CYN RD	HIGHLAND	92346-6304
7602523259	32553 BARSTOW RD	BARSTOW	92311-
7602487040	32770 OLD WOMAN SPRINGS SUITE	LUCERNE VLY	92356-
9098673517	32985 CANYON DR	GREEN VLY LK	92341-
7602487521	33103 OLD WOMAN SPGS RD	LUCERNE VLY	92356-
7602487048	33187 HIGHWAY 247	LUCERNE VLY	92356-
7602487322	33269 HIGHWAY 247	LUCERNE VLY	92356-
7602571937	33383 NEWBERRY RD	NEWBERRY SPGS	92365-9381
9098671078	33596 GREEN VALLEY LAKE	GREEN VLY LK	92382-
9098672176	33596 GREEN VLY LAKE RD	GREEN VLY LK	92341-
7602571266	33713 NEWBERRY RD	NEWBERRY SPGS	92365-
9097905429	33815 OAK GLEN RD	YUCAIPA	92399-3149
9097903125	33900 OAK GLEN RD	YUCAIPA	92399-3152
9093841493	340 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92401-
9097905778	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097978179	34347 SHERWOOD DR	YUCAIPA	92399-6804
7602542725	34620 ELEPHANT MTN RD	YERMO	92398-
9098888601	351 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92408-
9094468026	35572 LILAC LN	YUCAIPA	92399-5117
7602486489	36188 RODEO RD	LUCERNE VLY	92356-
7602542558	36600 GHOST TOWN RD	YERMO	92398-
7602542122	36600 GHOST TOWN RD	YERMO	92398-
7602545429	36600 GHOST TOWN RD SUB= MAIN	YERMO	92398-
7602537704	37278 FLOWER RD	HINKLEY	92347-
9098856031	385 N. ARROWHEAD AVE	SN BERNRDNO	92415-0103
9093813903	385 N. ARROWHEAD AVE	SN BERNRDNO	92415-0103
9093863621	385 N. ARROWHEAD AVE	SN BERNRDNO	92401-
9093863621	385 N. ARROWHEAD AVE	SN BERNRDNO	92401-
9095848734	38550 HOLCOMB VALLEY RD	BIG BEAR CITY	92314-
9095856585	38550 HOLCOMB VALLEY RD	BIG BEAR CITY	92314-
7602574756	39059 KATHY LN	NEWBERRY SPGS	92365-9005
9098668792	39188 RIM OF THE WORLD D	FAWNSKIN	92333-
9098664878	39188 RIM OF THE WORLD D	FAWNSKIN	92333-
7602542422	39500 NATIONAL TRLS HWY BLDG 7	DAGGETT	92327-9750
7602541171	39500 NATIONAL TRLS HWY BOX 3	DAGGETT	92327-9750
9098857724	402 N. D ST	SN BERNRDNO	92401-1423
7608685533	4050 PHELAN RD	PHELAN	92371-4454
7608681006	4050 PHELAN RD	PHELAN	92371-4454
9097944413	40847 VLLY OF THE FLS DR	FOREST FALLS	92339-9667
7608680829	4100 NIELSON RD	PHELAN	92371-

9093892435	41003 VLLY OF THE FLS DR UNIT	FOREST FALLS	92339-9663
9098900179	412 W. HOSPITALITY LN	SN BERNRDNO	92408-3252
9099025739	4138 MISSION BLVD	MONTCLAIR	91763-5307
9098664848	42090 N. SHORE DR	BIG BEAR CITY	92314-
9098669506	42090 N. SHORE DR	BIG BEAR CITY	92314-
9098662167	42090 N. SHORE DR	BIG BEAR CITY	92314-
9098662821	42237 N. SHORE DR	BIG BEAR CITY	92314-9527
9098666467	42237 N. SHORE DR	BIG BEAR CITY	92314-
9098871909	4595 N. HALLMARK PKWY	SN BERNRDNO	92407-1834
9098802915	4595 N. HALLMARK PY	SN BERNARDINO	92407-
9098893807	472 E. CRESTVIEW AVE	SN BERNRDNO	92410-3818
9098667669	477 SUMMIT BL	BIG BEAR LAKE	92315-
9098660909	477 SUMMIT BL	BIG BEAR LAKE	92315-
9098667867	477 SUMMIT BL	BIG BEAR LAKE	92315-
9098667236	477 SUMMIT BL	BIG BEAR LAKE	92315-
9098667623	477 SUMMIT BL	BIG BEAR LAKE	92315-
9098665907	477 SUMMIT BL	BIG BEAR LAKE	92315-
9098785084	477 SUMMIT BLVD	BIG BEAR LAKE	92315-
9098661743	477 SUMMIT BLVD	BIG BEAR LAKE	92315-
9098855489	494 N. E ST	SN BERNRDNO	92401-1406
9098900744	503 E. CENTRAL AVE	SN BERNRDNO	92408-2313
9098850789	503 E. CENTRAL AVE	SN BERNRDNO	92408-2313
7603643944	51267-B QUAIL BUSH RD	LANDERS	92285-2953
9098886908	515 N. ARROWHEAD AVE	SN BERNRDNO	92401-
7602565544	536 E. VIRGINIA WAY	BARSTOW	92311-3910
7603867963	548 2ND ST	FORT IRWIN	92310-
7603643211	55481 JESSE RD	LANDERS	92285-
7603643211	55481 JESSE RD	LANDERS	92285-
9096270206	5585 RIVERSIDE DR	CHINO	91710-4320
9093386685	563 FOREST SHADE DR	CRESTLINE	92325-
7603653334	57485 AVIATION DR SUITE A	YUCCA VALLEY	92284-3009
9093891012	5766 FRONTAGE RD	ANGELUS OAKS	92305-
7603642251	59200 WINTERS RD	LANDERS	92284-
7602493205	5980 ELM ST	WRIGHTWOOD	92397-
7602495119	6000 CEDAR ST	WRIGHTWOOD	92397-
9098844762	601 N. E ST	SN BERNRDNO	92410-3093
9098889394	601 N. E ST	SN BERNRDNO	92410-
7602494577	6011 PINE ST	WRIGHTWOOD	92397-
7602494903	6025 PARK DR	WRIGHTWOOD	92397-
7602566213	610 E. MAIN ST	BARSTOW	92311-2332
7602562445	610 E. MAIN ST	BARSTOW	92311-2332
7603663974	61607 29 PALMS HWY	JOSHUA TREE	92252-2391
9093835186	620 S. E ST	SN BERNRDNO	92408-1906
9093841424	630 E. RIALTO AVE	SN BERNRDNO	92408-
7603668857	6527 WHITE FEATHER RD	JOSHUA TREE	92252-6604
7603679546	6527 WHITE FEATHER RD	JOSHUA TREE	92252-6604
7603679546	6527 WHITE FEATHER RD	JOSHUA TREE	92252-6604
7603659413	6527 WHITE FEATHER RD	JOSHUA TREE	92252-6604
7603659413	6527 WHITE FEATHER RD	JOSHUA TREE	92252-6604
7603663232	6527 WHITE FEATHER RD	JOSHUA TREE	92252-6604

7603663313	6527 WHITE FEATHER RD	JOSHUA TREE	92252-6604
9093863519	655 E. 3RD ST	SN BERNRDNO	92410-4957
9098899404	655 E. 3RD ST	SN BERNRDNO	92410-4957
9093878313	655 E. 3RD ST	SN BERNRDNO	92410-4957
9093878313	655 E. 3RD ST	SN BERNRDNO	92410-4957
9093878313	655 E. 3RD ST	SN BERNRDNO	92410-4957
9093878313	655 E. 3RD ST	SN BERNRDNO	92410-4957
9093878313	655 E. 3RD ST	SN BERNRDNO	92410-4957
9093812831	655 W. 2ND ST FL 2ND	SN BERNRDNO	92410-3205
7603669085	6562 SIERRA AVE SUITE B	JOSHUA TREE	92252-
7609490325	6584 CALIENTE RD SUITE 40	HESPERIA	92344-0701
9098909552	662 S. TIPPECANOE AVE	SN BERNRDNO	92408-2607
9098897392	670 E. GILBERT ST	SN BERNRDNO	92404-
9093840214	670 E. GILBERT ST	SN BERNRDNO	92404-
9093840185	670 E. GILBERT ST	SN BERNRDNO	92404-
9093810439	670 E. GILBERT ST	SN BERNRDNO	92404-
9093838785	670 E. GILBERT ST	SN BERNRDNO	92404-
9093832649	670 E. GILBERT ST	SN BERNRDNO	92404-
9098841702	670 E. GILBERT ST	SN BERNRDNO	92404-
9093815982	670 E. GILBERT ST FLOOR 2	SN BERNRDNO	92404-
9093889263	672 S. WATERMAN AVE	SN BERNRDNO	92408-2330
9099859736	6730 MOUNT BALDY RD	MT BALDY	91759-9000
9098900147	686 E. MILL ST	SN BERNRDNO	92408-1610
9093383911	700 SKYLAND SPUR ACCES	CRESTLINE	92325-
9096060524	7000 MERRILL AVE BLDG 1	CHINO	91710-9032
9093934650	7000 MERRILL AVE BLDG 25	CHINO	91710-9084
9096065501	7000 MERRILL AVE BLDG M5	CHINO	91710-9091
9093939302	7000 MERRILL AVE BLDG M5	CHINO	91710-9091
9093933115	7000 MERRILL AVE HNGR 1	CHINO	91710-9032
9094672514	720 N. SULTANA AVE	ONTARIO	91764-3235
7603610257	73195 CACTUS DR	TWENTYNIN PLM	92277-
9099310147	732 N. 3RD AVE	UPLAND	91786-4727
7603615623	73663 MANANA DR	TWENTYNIN PLM	92277-1724
7603611338	73663 MANANA DR	TWENTYNIN PLM	92277-1724
7603612822	73663 MANANA DR	TWENTYNIN PLM	92277-1724
7603619608	7501 PINTO MOUNTAIN RD	TWENTYNIN PLM	92277-
9098840196	777 E. RIALTO AVE	SN BERNRDNO	92408-
9093848175	777 E. RIALTO AVE	SN BERNRDNO	92408-
7603618548	78569 29 PALMS HWY	TWENTYNIN PLM	92277-8107
9098673586	79 GREEN VLY LAKE RD	GREEN VLY LK RCH	92341-
9099480568	7974 HAVEN AVE STE 220A	CUCAMONGA	91730-3052
7603725888	80311 TRONA RD	TRONA	93562-1512
7603671678	80526 1/2 AMBOY RD	TWENTYNIN PLM	92277-7900
9098909392	808 E. MILL ST	SN BERNRDNO	92408-1614
9098909448	808 E. MILL ST	SN BERNRDNO	92408-1614
7603642563	820 N. LANDERS LN	LANDERS	92285-
7603643626	820 N. LANDERS LN	LANDERS	92285-
9098898619	825 E. 3RD ST	SN BERNRDNO	92415-1000
9098843815	825 E. 3RD ST	SN BERNRDNO	92410-
9098888048	825 E. 3RD ST	SN BERNRDNO	92410-

9098900092	825 E. HOSPITALITY LN	SN BERNRDNO	92408-3575
9098902289	825 E. HOSPITALITY LN FLOOR 1	SN BERNRDNO RCH	92408-3575
9094668341	8265 ASPEN ST	CUCAMONGA	91730-3291
7603725847	82805 MOUNTAIN VIEW ST	TRONA	93562-1920
9099800514	8303 HAVEN AV	CUCAMONGA	91730-3848
9094665936	8303 HAVEN AV	CUCAMONGA RCH	91730-3848
9099876574	8303 HAVEN AVE	CUCAMONGA RCH	91730-3848
9094813218	8303 HAVEN AVE	CUCAMONGA RCH	91730-3848
9094817891	8303 HAVEN AVE	CUCAMONGA RCH	91730-3848
9094817198	8303 HAVEN AVE	CUCAMONGA RCH	91730-3848
9099891746	8303 HAVEN AVE	CUCAMONGA	91730-3848
9096063155	8348 KIMBALL AVE	CHINO	91708-9211
9093938765	8348 KIMBALL AVE BLDG F325	CHINO	91708-9211
7603725988	83732 TRONA RD	TRONA	93562-2121
7603725942	83732 TRONA RD	TRONA RCH	93562-2121
9095813571	8575 HAVEN AVE	CUCAMONGA RCH	91730-9105
9099451307	8711 MONROE CT	CUCAMONGA	91730-4804
9097922662	881 W. REDLANDS BLVD	REDLANDS	92373-8069
7602404201	9045 DEEP CREEK RD	APPLE VALLEY	92308-8351
9096252172	9190 MONTE VISTA AVE	MONTCLAIR	91763-1722
9096252172	9190 MONTE VISTA AVE	MONTCLAIR RCH	91763-1722
9099486979	9324 SAN BERNARDINO RD	CUCAMONGA	91730-2627
7609475832	9329 MARIPOSA RD BLDG A	HESPERIA	92344-8086
7602446289	9329 MARIPOSA RD BLDG A	HESPERIA	92344-8000
7602449237	9352 E. AVE	HESPERIA	92345-7934
7605309261	9438 COMMERCE WAY	ADELANTO RCH	92301-3949
9098994371	9478 ETIWANDA AVE	CUCAMONGA RCH	91739-9662
9098993258	9478 ETIWANDA AVE	CUCAMONGA RCH	91739-9662
9094633538	9500 ETIWANDA AVE	CUCAMONGA RCH	91739-9662
9098998233	9500 ETIWANDA AVE	CUCAMONGA RCH	91739-9662
9098990382	9500 ETIWANDA AVE	CUCAMONGA RCH	91739-9662
9094632802	9500 ETIWANDA AVE	CUCAMONGA RCH	91739-9662
9094630177	9500 ETIWANDA AVE	CUCAMONGA	91739-9662
7602406751	9600 MANZANITA ST	APPLE VALLEY	92308-8682
7603639135	9636 RAWSON RD	MORONGO VLY RCH	92256-9459
9099455997	9638 7TH ST	CUCAMONGA RCH	91730-5610
9099874079	9638 7TH ST	CUCAMONGA RCH	91730-5610
9099871982	9638 7TH ST	CUCAMONGA RCH	91730-5610
9099809960	9638 7TH ST	CUCAMONGA	91730-5610
7602444898	9650 7TH AVE	HESPERIA RCH	92345-3242
9094817462	9650 9TH ST	CUCAMONGA	91730-4549

7609568786	9655 9TH AVE	HESPERIA	92345-3037
7609562610	9655 9TH AVE	HESPERIA	92345-3037
7609479757	9700 7TH AVE	HESPERIA	92345-3493
9096244671	9955 FREMONT AVE	MONTCLAIR	91763-3200
9098669601	BIG BEAR BL BLDG 724 39500 NATIONAL TRAILS	BIG BEAR LAKE	92315-
7602542617	HY	DAGGETT	92327-9750
9097943227	FRONTAGE RD	REDLANDS	92373-
9093365795	HEAPS PEAK	CEDAR GLEN	92321-
9098674815	HIGHWAY 18	RUNNING SPGS	92382-
9097923256	SAN TIMOTEO CYN RD	REDLANDS	92373-
9093359199	SAN TIMOTEO CYN RD	REDLANDS	92373-

BASIC CENTRANET LINE

9094818960	10099 SNOW DROP RD	RCH	
7602463344	10370 RANCHO RD	CUCAMONGA	91737-1763
9093865021	104 W. 4TH ST	ADELANTO	92301-2275
9097967873	10417 MOUNTAIN VIEW AVE	SN BERNRDNO	92401-1413
7608686565	10433 MOUNTAIN RD	LOMA LINDA	92354-2030
7605300109	10875 RANCHO RD	PINON HILLS	92372-
9093072659	111 W. LUGONIA AV	ADELANTO	92301-3410
7605302271	11613 BARTLETT AVE	REDLANDS	92374-2235
9093879478	1170 W. 3RD ST	ADELANTO	92301-1920
9098854407	1170 W. 3RD ST FLOOR 2	SN BERNRDNO	92410-1715
7602468007	11739 HARDY AVE	SN BERNRDNO	92410-1724
9098669714	1178 CHICKASAW ST	ADELANTO	92301-
7609490502	11855 E ST	FAWNSKIN	92333-
7602447604	11951 HESPERIA RD	PHELAN	92371-
9097903145	12040 5TH ST	HESPERIA	92345-1855
9098992563	12158 BASELINE RD TRLR	YUCAIPA	92399-2746
9098992652	12158 BASELINE RD TRLR	RCH	
9098994366	12158 BASELINE RD TRLR	CUCAMONGA	91739-8802
9098994368	12158 BASELINE RD TRLR	RCH	
7602478208	12293 JOSHUA RD	CUCAMONGA	91739-8802
7609510439	12370 HESPERIA RD STE 10	RCH	
7609490335	12397 SYCAMORE ST	CUCAMONGA	91739-8802
7608439772	12402 INDUSTRIAL BLVD BLDG D	RCH	
7609559685	12402 INDUSTRIAL BLVD BLDG D	CUCAMONGA	91739-8802
7609558326	12402 INDUSTRIAL BLVD STE A7	RCH	
7602491256	1275 STATE HIGHWAY 2	CUCAMONGA	91739-8802
9098881842	128 CAROUSEL MALL	APPLE VALLEY	92308-
7609480777	12820 EUCALYPTUS ST	VICTORVILLE	92395-4787
7602411762	13086 AMETHYST RD	VICTORVILLE	92392-9635
7608439275	13180 CAMERON ST	VICTORVILLE	92395-5871
9095171531	13180 CENTRAL AVE	VICTORVILLE	92395-5871
7603724096	13207 MARKET ST	VICTORVILLE	92395-5871
7603724825	13215 MARKET ST	WRIGHTWOOD	92397-
		SN BERNRDNO	92401-1503
		VICTORVILLE	92392-
		VICTORVILLE	92392-
		VICTORVILLE	92392-8317
		CHINO	91710-4125
		TRONA	93562-
		TRONA	93562-1918

7603725280	13215 MARKET ST	TRONA	93562-1918
9095171533	13251 CENTRAL AVE	CHINO	91710-4128
9095171533	13251 CENTRAL AVE	CHINO	91710-4128
9097940327	1331 OPAL AVE	MENTONE	92359-
7602476955	13589 NAVAJO RD SUITE 104	APPLE VALLEY	92308-5727
7602432339	13911 PARK AVE STE 104	VICTORVILLE	92392-2407
7602432339	13911 PARK AVE STE 104	VICTORVILLE	92392-2407
7608432783	13911 PARK AVE STE 104	VICTORVILLE	92392-2407
7602430703	13911 PARK AVE STE 200	VICTORVILLE	92392-2407
7602433773	13911 PARK AVE STE 200	VICTORVILLE	92392-2407
9094651895	14000 CITY CENTER DR	CHINO HILLS	91709-5442
7609517591	14075 HESPERIA RD SUITE 201	VICTORVILLE	92395-4500
9093642437	14077 PEYTON DR	CHINO HILLS	91709-
9096282398	14077 PEYTON DR	CHINO HILLS	91709-1610
9093810678	144 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92408-1015
9093813901	144 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92408-1015
9098885295	144 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92408-1015
7602452874	14455 CIVIC DR	VICTORVILLE	92392-2312
7602419529	14455 CIVIC DR	VICTORVILLE	92392-2312
7602434861	14455 CIVIC DR	VICTORVILLE	92392-2312
7602454211	14455 CIVIC DR	VICTORVILLE	92392-2312
7602455094	14455 CIVIC DR	VICTORVILLE	92392-2312
7608432770	14477 AMARGOSA RD STE 1	VICTORVILLE	92392-2340
7608432770	14477 AMARGOSA RD STE 1	VICTORVILLE	92392-2340
9093825417	1454 E. 2ND ST	SN BERNRDNO	92408-0118
9093824165	1455 E. 3RD ST	SN BERNRDNO	92408-
7602472022	14901 DALE EVANS PKWY	APPLE VALLEY	92307-3061
9098877525	1505 W. 17TH ST STE 1	SN BERNRDNO	92411-1202
7602415877	15182 EL EVADO RD	VICTORVILLE	92392-
7602437667	15247 11TH ST STE 700	VICTORVILLE	92395-3700
7602416437	15346 BONANZA RD SUITE A	VICTORVILLE	92392-2410
7602692031	15371 CIVIC DR	VICTORVILLE	92392-
7609510795	15371 CIVIC DR	VICTORVILLE	92392-2914
7602432620	15400 CIVIC DR	VICTORVILLE	92392-2359
9093865126	1543 W. 8TH ST	SN BERNRDNO	92411-2569
7609498526	15555 MAIN ST STE G	HESPERIA	92345-3466
7609472674	15660 EUCALYPTUS ST	HESPERIA	92345-2007
9093817954	157 W. 5TH ST	SN BERNRDNO	92401-
9093849114	157 W. 5TH ST	SN BERNRDNO	92401-
9093865027	157 W. 5TH ST	SN BERNRDNO	92401-
9093878303	157 W. 5TH ST	SN BERNRDNO	92401-
9096062173	15850 MAIN ST	CHINO	91708-9370
7602420270	16095 TUSCOLA RD	APPLE VALLEY	92307-1319
7602455312	16200 DESERT KNOLL DR	VICTORVILLE	92395-4012
7609518810	16200 DESERT KNOLL DR	VICTORVILLE	92395-4012
9093918854	1627 E. HOLT BLVD	ONTARIO	91761-2107
9095482378	16333 FAIRFIELD RANCH RD	CHINO HILLS	91709-7701
7602461219	16365 BEAVER RD	ADELANTO	92301-3909
9096730235	1640 S. GROVE AVE	ONTARIO	91761-4014
9099302561	1640 S. GROVE AVE	ONTARIO	91761-4014

9094600629	1647 E. HOLT BLVD	ONTARIO	91761-
9099333895	1647 E. HOLT BLVD	ONTARIO	91761-2107
9098808061	1650 W. 16TH ST	SN BERNRDNO	92411-1179
9093931344	16700 EUCLID AVE	CHINO	91708-9345
9093938428	16700 EUCLID AVE	CHINO	91708-9345
9098868012	170 E. HIGHLAND AVE	SN BERNRDNO	92404-3658
7602555400	170 N. YUCCA AVE	BARSTOW	92311-3231
7602565789	170 N. YUCCA AVE	BARSTOW	92311-3231
7602457057	17008 SILICA DR	VICTORVILLE	92395-7806
9095978332	17127 POMONA RINCON RD	CHINO	91708-9285
7609482160	17130 MESA ST	HESPERIA	92345-5155
9093830302	172 W. 3RD ST	SN BERNRDNO	92401-
9093865037	172 W. 3RD ST	SN BERNRDNO	92415-1001
9098883136	172 W. 3RD ST FL 5TH	SN BERNRDNO	92401-
7602440890	17288 OLIVE ST	HESPERIA	92345-6012
7609495506	17288 OLIVE ST	HESPERIA	92345-6012
9097921857	1740 W. REDLANDS BLVD	REDLANDS	92373-8011
7609470285	17443 LEMON ST	HESPERIA	92345-5151
7602440219	17470 ALDER ST	HESPERIA	92345-5083
9098870668	18000 INSTITUTION RD	SN BERNRDNO	92407-1864
9098905466	1808 S. COMMERCENTER DR W STE	SN BERNRDNO	92408-3302
9098804158	18101 INSTITUTION RD	SN BERNRDNO	92405-
9094783815	1833 RIVERVIEW DR SUITE D	SN BERNRDNO	92408-3035
9097963479	1833 RIVERVIEW DR UNIT A	SN BERNRDNO	92408-3035
9097960379	1833 RIVERVIEW DR UNIT C	SN BERNRDNO	92408-3035
9098828894	1850 E. DALEY CANYON RD	SN BERNRDNO	92404-2112
7602462859	18500 READINESS ST	VICTORVILLE	92394-7919
7602466479	18550 READINESS ST	VICTORVILLE	92394-
7602462840	18590 READINESS ST BLDG 719	VICTORVILLE	92394-7919
7602451006	18600 STODDARD WELLS RD	VICTORVILLE	92394-
7608438195	18600 STODDARD WELLS RD	VICTORVILLE	92394-
9098900657	1874 S. BUSINESS CENTER DR	SN BERNRDNO	92408-3457
9098877553	18958 INSTITUTION RD	SN BERNRDNO	92405-
9096057450	191 N. VINEYARD AVE	ONTARIO	91764-4497
9095975273	1950 CARBON CANYON RD	CHINO HILLS	91709-
9093865278	1950 S. SUNWEST LN	SN BERNRDNO	92408-3258
9093865278	1950 S. SUNWEST LN	SN BERNRDNO	92408-3258
9098905734	1950 S. SUNWEST LN	SN BERNRDNO	92408-3258
7602551517	200 E. BUENA VISTA ST	BARSTOW	92311-2804
7602561507	200 E. BUENA VISTA ST	BARSTOW	92311-2804
7602564621	200 E. BUENA VISTA ST	BARSTOW	92311-2804
9098853026	200 S. LENA RD	SN BERNRDNO	92408-1604
9098855267	200 S. LENA RD	SN BERNRDNO	92408-1604
9093816954	201 N. E ST FLOOR 3	SN BERNRDNO	92401-1517
9093865141	2010 W. FOOTHILL BLVD	SN BERNRDNO	92410-
9093072669	2024 ORANGE TREE LN	REDLANDS	92374-4560
9097920601	2024 ORANGE TREE LN	REDLANDS	92374-4560
9097937067	2024 ORANGE TREE LN	REDLANDS	92374-2850
9098812121	2035 N. D ST	SN BERNRDNO	92405-3935
9098812121	2035 N. D ST	SN BERNRDNO	92405-3935

7602452071	21101 DALE EVANS PKWY	APPLE VALLEY	92307-9356
7602452071	21101 DALE EVANS PKWY	APPLE VALLEY	92307-9356
7602452071	21101 DALE EVANS PKWY	APPLE VALLEY	92307-9356
7602452071	21101 DALE EVANS PKWY	APPLE VALLEY	92307-9356
7602452071	21101 DALE EVANS PKWY	APPLE VALLEY	92307-9356
7602452071	21101 DALE EVANS PKWY	APPLE VALLEY	92307-9356
7602452071	21101 DALE EVANS PKWY	APPLE VALLEY	92307-9356
7602475092	21101 DALE EVANS PKWY	APPLE VALLEY	92307-9356
7609617165	21101 DALE EVANS PKWY	APPLE VALLEY	92307-9356
9093817992	215 N. D ST FL 2	SN BERNRDNO	92401-1733
9098913446	215 N. D ST STE 202	SN BERNRDNO	92401-1732
9093837036	215 N. D ST STE 301	SN BERNRDNO	92401-1731
9097939813	216 BROOKSIDE AVE	REDLANDS	92373-4606
9093884201	216 W. 6TH ST	SN BERNRDNO	92401-1206
7602474470	21600 CORWIN RD BLDG A360	APPLE VALLEY	92307-6319
7602407415	21600 CORWIN RD HNGR A310	APPLE VALLEY	92307-6319
7602472273	21600 CORWIN RD HNGR A315	APPLE VALLEY	92307-6319
7602401180	21600 CORWIN RD HNGR SHRIF	APPLE VALLEY	92307-6319
7609610602	21600 CORWIN RD HNGR SHRIF	APPLE VALLEY	92307-6319
9093381618	21775 DOYLE RD	CEDARPINES PK	92322-
7602563414	220 E. BUENA VISTA ST	BARSTOW	92311-2804
9093078355	222 BROOKSIDE AVE	REDLANDS	92373-4606
9098900556	222 W. HOSPITALITY LN	SN BERNRDNO	92408-3200
9093822151	2235 E. PERIMETER RD	SN BERNRDNO	92408-0216
9099831397	2314 S. MOUNTAIN AVE	ONTARIO	91762-6714
9093383713	23188 CREST FOREST DR	CRESTLINE	92325-
9093384689	23406 CREST FOREST DR	CRESTLINE	92325-
9093382233	24171 LAKE DR	CRESTLINE	92325-
9093384981	24171 LAKE DR	CRESTLINE	92325-
9093380459	24385 LAKE DR	CRESTLINE	92325-
9093381251	24385 LAKE DR	CRESTLINE	92325-
9098911368	247 S. BOYD AVE	SN BERNRDNO	92408-1350
9093813605	24901 5TH ST	SN BERNRDNO	92410-5117
9098877531	2534 GLEN HELEN PKWY	SN BERNRDNO	92407-1540
9093884205	255 N. D ST	SN BERNRDNO	92401-1735
9098808121	2555 DEVORE RD	SN BERNRDNO	92407-1539
9097968621	25581 BARTON RD	LOMA LINDA	92354-3125
7602532336	25757 AGATE RD	BARSTOW	92311-7212
9093377669	26010 HIGHWAY 189	TWIN PEAKS	92391-
9093378792	26010 HIGHWAY 189	TWIN PEAKS	92391-
9098882193	265 E. 4TH ST	SN BERNRDNO	92410-
9098882498	265 E. 4TH ST	SN BERNRDNO	92410-
9098675434	2677 WHISPERING PINES D	RUNNING SPGS	92382-
9098673604	2677 WHISPERING PINS DR	RUNNING SPGS	92382-
9093367509	26830 STATE HIGHWAY 189	BLUE JAY	92317-
7602528626	2700 BARSTOW RD	BARSTOW	92311-6608
9093825409	2824 E. W ST	SN BERNRDNO	92408-
9093825411	2824 E. W ST	SN BERNRDNO	92408-
9093825414	2824 E. W ST	SN BERNRDNO	92408-
9098872727	2852 N. MACY ST	SN BERNRDNO	92407-6328

7602565895	29802 HIGHWAY 58	BARSTOW	92311-
9093376473	29829 HIGHWAY 18	LK ARROWHEAD	92352-
9093379385	29898 HEAPS PEAK	CEDAR GLEN	92321-
9097928755	30 CAJON ST	REDLANDS	92373-4710
9093371042	301 S. HIGHWAY 173	LK ARROWHEAD	92352-
9093810924	303 W. 3RD ST	SN BERNRDNO	92401-1815
9098894367	316 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92401-
9093865142	3250 N. HARRISON ST	SN BERNRDNO	92404-6601
7602482109	32818 VERDUGO AVE	LUCERNE VLY	92356-
9098880685	330 N. D ST FL 5	SN BERNRDNO	92401-1545
9098888016	330 N. D ST FL 5	SN BERNRDNO	92401-1545
7602487521	33103 OLD WOMAN SPGS RD	LUCERNE VLY	92356-
7602487048	33187 HIGHWAY 247	LUCERNE VLY	92356-
7602487322	33269 HIGHWAY 247	LUCERNE VLY	92356-
9097903119	33900 OAK GLEN RD	YUCAIPA	92399-6907
9097903121	33900 OAK GLEN RD	YUCAIPA	92399-3152
9097903125	33900 OAK GLEN RD	YUCAIPA	92399-3152
9097903126	33900 OAK GLEN RD	YUCAIPA	92399-3152
9097903127	33900 OAK GLEN RD	YUCAIPA	92399-3152
9097903130	33900 OAK GLEN RD	YUCAIPA	92399-6907
9097903165	33900 OAK GLEN RD	YUCAIPA	92399-3152
9097903198	33900 OAK GLEN RD	YUCAIPA	92399-3152
9097903101	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903102	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903103	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903105	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903106	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903107	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903108	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903109	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903111	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903112	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903167	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903175	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903176	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903177	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903181	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903182	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903185	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903197	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097948176	34701 MILL CREEK RD	MENTONE	92359-9783
9093865038	351 N. ARROWHEAD AVE	SN BERNRDNO	92401-1605
9093865039	351 N. ARROWHEAD AVE	SN BERNRDNO	92401-1605
9093865043	351 N. ARROWHEAD AVE	SN BERNRDNO	92401-1605
9093884147	351 N. ARROWHEAD AVE	SN BERNRDNO	92401-1605
9098884179	351 N. ARROWHEAD AVE	SN BERNRDNO	92415-1030
9093812753	351 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92408-
9093815653	351 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92415-0003
9093884141	351 N. MOUNTAIN VIEW AVE RM 10	SN BERNRDNO	92408-
9093865045	364 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92401-

9093865046	364 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92401-
7602542047	36600 GHOST TOWN RD	YERMO	92398-
7602542122	36600 GHOST TOWN RD	YERMO	92398-
7602542518	36600 GHOST TOWN RD	YERMO	92398-
7602543679	36600 GHOST TOWN RD	YERMO	92398-
7602543828	36600 GHOST TOWN RD	YERMO	92398-
7602543179	36600 GHOST TOWN RD GATE	YERMO	92398-
7602543809	36600 GHOST TOWN RD HSE DOLL 36600 GHOST TOWN RD MNTNC SHOP	YERMO	92398-
7602543068	36600 GHOST TOWN RD OFC	YERMO	92398-
7602543452	36600 GHOST TOWN RD OFC	YERMO	92398-
9093865048	385 N. ARROWHEAD AVE	SN BERNRDNO	92401-
9093865174	385 N. ARROWHEAD AVE	SN BERNRDNO	92401-
9095847643	38550 HOLCOMB VALLEY RD	BIG BEAR CITY	92314-
9095847745	38550 HOLCOMB VALLEY RD	BIG BEAR CITY	92314-
9095848734	38550 HOLCOMB VALLEY RD	BIG BEAR CITY	92314-
7602541181	39500 NATIONAL TRAILS HW	DAGGETT	92327-9750
9098863066	4003 N. HARRISON CANYON RD	SN BERNRDNO	92404-
9098853020	402 N. D ST	SN BERNRDNO	92401-1423
9098666337	40940 PENNSYLVANIA AVE RM 28	BIG BEAR LAKE	92315-
7608680829	4100 NIELSON RD	PHELAN	92371-
9097973435	41100 PINE BENCH RD	YUCAIPA	92399-9710
9098669707	41180 PARK AVE	BIG BEAR LAKE	92315-
9098669708	41198 PARK AVE	BIG BEAR LAKE	92315-
9098669709	41218 PARK AVE	BIG BEAR LAKE	92315-
9098666480	41220 PARK AVE	BIG BEAR LAKE	92315-
9098669700	41220 PARK AVE	BIG BEAR LAKE	92315-
9098665571	41930 GARSTIN DR	BIG BEAR LAKE	92315-
9098662167	42090 N. SHORE DR	BIG BEAR CITY	92314-
9095841299	43285 GOLDMINE DR	BIG BEAR LAKE	92315-
9098904024	433 S. WATERMAN AVE STE G	SN BERNARDINO	92408-1537
9099841454	440 N. ALLYN AVE	ONTARIO	91764-3805
9093884656	455 N. D ST	SN BERNRDNO	92401-1422
9098871909	4595 N. HALLMARK PKWY	SN BERNRDNO	92407-1834
9098877656	4595 N. HALLMARK PKWY	SN BERNRDNO	92407-1834
9098877501	4595 N. HALLMARK PY	SN BERNARDINO	92407-1834
9098877537	4777 N. STATE ST	SN BERNRDNO	92407-3321
9098872212	497 N. LYTLE CREEK RD	LYTLE CREEK	92358-9726
9093814064	504 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92401-1208
9094636577	5075 COYOTE CANYON RD	FONTANA	92336-
7602565544	536 E. VIRGINIA WAY	BARSTOW RCH	92311-3910
9094817819	5400 HELLMAN AVE	CUCAMONGA	91737-1532
9096270206	5585 RIVERSIDE DR	CHINO	91710-4320
7603650963	56357 PIMA TR	YUCCA VALLEY	92284-3607
7603697069	56357 PIMA TRL	YUCCA VALLEY	92284-3607
7603697424	56389 PIMA TRL	YUCCA VALLEY	92284-3607
9098876250	567 RANSOM LN	LYTLE CREEK	92358-
7602285455	57098 29 PALMS HWY	YUCCA VALLEY	92284-2932
7602283381	57201 29 PALMS HWY	YUCCA VALLEY	92284-2929

7602285404	57407 29 PALMS HWY	YUCCA VALLEY	92284-2907
7602285406	57407 29 PALMS HWY	YUCCA VALLEY	92284-2907
7602285422	57407 29 PALMS HWY	YUCCA VALLEY	92284-2907
7602285426	57407 29 PALMS HWY	YUCCA VALLEY	92284-2907
7602285435	57407 29 PALMS HWY	YUCCA VALLEY	92284-2907
7603653334	57485 AVIATION DR SUITE A	YUCCA VALLEY	92284-3009
7603650548	58393 SERIN DR	YUCCA VALLEY	92284-
7603691208	58395 SERIN DR	YUCCA VALLEY	92284-
7602281991	58612 ABERDEEN DR	YUCCA VALLEY	92284-1154
7602493205	5980 ELM ST	WRIGHTWOOD	92397-
7602491996	5980 ELM ST	WRIGHTWOOD	92397-
9093833808	601 N. E ST	SN BERNRDNO	92410-
9093865063	601 N. E ST	SN BERNRDNO	92410-
7603610703	6078 ADOBE RD	TWENTYNIN PLM	92277-2389
7603671146	6078 ADOBE RD	TWENTYNIN PLM	92277-2389
7603679519	6078 ADOBE RD	TWENTYNIN PLM	92277-2389
7603660378	6171 SUNBURST AVE	JOSHUA TREE	92252-2147
7603668415	6171 SUNBURST AVE	JOSHUA TREE	92252-2147
9093884215	620 S. E ST	SN BERNRDNO	92408-1906
7603665376	62499 29 PALMS HWY	JOSHUA TREE	92252-2325
9093813280	630 E. RIALTO AVE	SN BERNRDNO	92408-
9093884108	630 E. RIALTO AVE	SN BERNRDNO	92408-1298
7603668615	6465 PARK BLVD	JOSHUA TREE	92252-2371
7603660345	6527 WHITE FEATHER RD	JOSHUA TREE	92252-6604
7603662838	6527 WHITE FEATHER RD	JOSHUA TREE	92252-6604
7603669541	6527 WHITE FEATHER RD	JOSHUA TREE	92252-6604
9093836516	654 W. OAK ST	SN BERNRDNO	92410-3338
9093847717	655 E. 3RD ST	SN BERNRDNO	92410-4957
9093865177	655 E. 3RD ST	SN BERNRDNO	92410-4957
9098841694	655 E. 3RD ST	SN BERNRDNO	92415-0061
9098843075	655 E. 3RD ST	SN BERNRDNO	92410-4957
9098894045	655 E. 3RD ST	SN BERNRDNO	92410-4957
7603675269	6560 ADOBE RD	TWENTYNIN PLM	92277-3302
9098900421	658 BRIER DR	SN BERNRDNO	92408-2800
9098904671	658 BRIER DR	SN BERNRDNO	92408-2800
7609490325	6584 CALIENTE RD SUITE 40	HESPERIA	92344-0701
9093865095	670 E. GILBERT ST	SN BERNRDNO	92404-
9093813916	670 E. GILBERT ST	SN BERNRDNO	92404-
9093815750	670 E. GILBERT ST	SN BERNRDNO	92404-
9093847723	670 E. GILBERT ST	SN BERNRDNO	92404-
9093865082	670 E. GILBERT ST	SN BERNRDNO	92404-
9093865093	670 E. GILBERT ST	SN BERNRDNO	92404-
9093865095	670 E. GILBERT ST	SN BERNRDNO	92404-
9093865099	670 E. GILBERT ST	SN BERNRDNO	92404-
9093865101	670 E. GILBERT ST	SN BERNRDNO	92404-
9093884638	670 E. GILBERT ST	SN BERNRDNO	92404-
9098851976	670 E. GILBERT ST	SN BERNRDNO	92404-
9098854114	670 E. GILBERT ST	SN BERNRDNO	92404-
7603668423	6715 PARK BLVD	JOSHUA TREE	92252-2534
9095974573	7000 MERRILL AVE	CHINO	91710-9091

9096068833	7000 MERRILL AVE	CHINO	91710-9091
9096063484	7000 MERRILL AVE BLDG 3	CHINO	91710-9027
9095487409	7000 MERRILL AVE BLDG 503A	CHINO	91710-9091
9095482190	7000 MERRILL AVE BLDG 550	CHINO	91710-9091
9095482396	7000 MERRILL AVE BLDG 550	CHINO	91710-9091
9095971510	7000 MERRILL AVE BLDG 550	CHINO	91710-9091
9096064208	7000 MERRILL AVE BLDG 550	CHINO	91710-9091
9095905221	7000 MERRILL AVE BLDG 5M	CHINO	91710-9027
9095973910	7000 MERRILL AVE BLDG A550	CHINO	91710-9091
9096061274	7000 MERRILL AVE BLDG B-198	CHINO	91710-9091
9096066328	7000 MERRILL AVE BLDG B295	CHINO	91710-9091
9095972050	7000 MERRILL AVE BLDG M10	CHINO	91710-9091
9093936886	7000 MERRILL AVE HNGR 1	CHINO	91710-9032
9096067390	7000 MERRILL AVE HNGR 1	CHINO	91710-9032
9095973209	7000 MERRILL AVE HNGR A340	CHINO	91710-9091
9096065295	7000 MERRILL AVE HNGR B195	CHINO	91710-9091
9093365417	707 GRANDVIEW RD	TWIN PEAKS	92391-
7603614636	73629 SUN VALLEY DR	TWENTYNIN PLM	92277-2236
7603674768	73663 MANANA DR	TWENTYNIN PLM	92277-1724
7603674768	73663 MANANA DR	TWENTYNIN PLM	92277-1724
7603679504	73663 MANANA DR	TWENTYNIN PLM	92277-1724
7603679885	73663 MANANA DR	TWENTYNIN PLM	92277-1724
9093071253	760 E. STUART AVE	REDLANDS	92374-3575
9097925459	760 E. STUART AVE	REDLANDS	92374-3575
9093865107	776 S. GIFFORD AVE	SN BERNRDNO	92408-2449
9098901885	776 S. GIFFORD AVE	SN BERNRDNO	92408-2449
9093865072	777 E. RIALTO AVE	SN BERNRDNO	92408-
9093884213	777 E. RIALTO AVE	SN BERNRDNO	92408-
9098890217	777 E. RIALTO AVE	SN BERNRDNO	92408-
9098892679	777 E. RIALTO AVE	SN BERNRDNO	92408-
9099476407	7777 SCHAEFER AVE	ONTARIO	91761-8219
7603618548	78569 29 PALMS HWY	TWENTYNIN PLM	92277-8107
9093884191	790 S. GIFFORD AVE	SN BERNRDNO	92408-2449
9098901893	790 S. GIFFORD AVE	SN BERNRDNO	92408-2449
9093865128	791 S. GIFFORD AV	SN BERNARDINO	92408-2450
9093884104	799 E. RIALTO AVE	SN BERNRDNO	92415-1005
9098895465	799 E. RIALTO AVE	SN BERNRDNO	92408-
9097936399	800 E. LUGONIA AVE	REDLANDS	92374-2550
9095840322	800 GREENWAY DR	BIG BEAR CITY	92314-
9095840322	800 GREENWAY DR	BIG BEAR CITY	92314-
9094767634	800 N. ARCHIBALD AVE	ONTARIO	91764-4604
7603725888	80311 TRONA RD	TRONA	93562-1512
7603673761	80526 AMBOY RD	TWENTYNIN PLM	92277-7900
9098902542	808 E. MILL ST	SN BERNRDNO	92408-1614
9098901562	808 E. MILL ST	SN BERNRDNO	92408-1614
9098883587	8088 PALM LN	SN BERNRDNO	92410-4972
9093817491	825 E. 3RD ST	SN BERNRDNO	92410-
9099455460	8265 ASPEN ST	RCH CUCAMONGA	91730-3291
9094661129	8280 UTICA AVE SUITE 150	RCH CUCAMONGA	91730-3851

9094814227	8303 HAVEN AVE	RCH	
7609487858	8331 CALIENTE RD	CUCAMONGA	91730-3848
9093835047	834 E. HARDT ST	HESPERIA	92345-
9093937241	8352 KIMBALL AVE BLDG 350F	SN BERNRDNO	92408-
9099445106	8401 HAVEN AVE	CHINO	91708-9267
9094816622	8575 HAVEN AVE	CUCAMONGA	91730-3893
9099800041	8575 HAVEN AVE	RCH	
9099451574	8711 MONROE CT STE A	CUCAMONGA	91730-9105
9098900172	880 E. MILL ST	RCH	
9093355782	881 W. REDLANDS BLVD	CUCAMONGA	91730-9105
9093865031	900 E. GILBERT ST	RCH	
9093865032	900 E. GILBERT ST	CUCAMONGA	91730-4898
9098880493	901 N. WILSON ST	SN BERNRDNO	92408-
7608680583	9292 SHEEP CREEK RD	SN BERNRDNO	92408-
7609470625	9329 MARIPOSA RD BLDG A	REDLANDS	92373-8069
7609484411	9352 E. AVE	SN BERNRDNO	92415-1004
7602442138	9430 11TH AVE	SN BERNRDNO	92415-1004
9094760850	9445 FAIRWAY VIEW PL	SN BERNRDNO	92411-2043
9094844299	9445 FAIRWAY VIEW PL	PHELAN	92371-8588
9098994371	9478 ETIWANDA AVE	HESPERIA	92344-8086
9094633824	9500 ETIWANDA AVE	HESPERIA	92345-7934
9098998233	9500 ETIWANDA AVE	HESPERIA	92345-3375
9094833241	9507 ARROW ROUTE BLDG 7	RCH	
9094814215	9567 ARROW HWY BLDG 1	CUCAMONGA	91730-
9094814251	9567 ARROW HWY BLDG 1	RCH	
7608682448	9625 BEEKLEY RD	CUCAMONGA	91730-0929
7608684728	9625 BEEKLEY RD	RCH	
7609474383	9650 7TH AVE	CUCAMONGA	91739-9662
7608685230	9898 CLOVIS RD	RCH	
9093825407	HNGR 695 294 S. LELAND NORTON WAY	CUCAMONGA	91739-9662
9093359199	SAN TIMOTEO CYN RD	RCH	
9093383115	SKYLAND PEAK	CUCAMONGA	91739-9662
		RCH	
		CUCAMONGA	91730-4580
		RCH	
		CUCAMONGA	91730-4550
		RCH	
		CUCAMONGA	91730-4550
		PHELAN	92371-
		PHELAN	92371-
		HESPERIA	92345-3242
		PHELAN	92371-
		SN BERNRDNO	92408-0131
		REDLANDS	92373-
		CRESTLINE	92325-

CentraNet direct connect

9093865126	1543 W. 8TH ST	SN BERNRDNO	92411-2569
7603724096	13207 MARKET ST	TRONA	93562-
7602415877	15182 EL EVADO RD	VICTORVILLE	92392-
9093810924	303 W. 3RD ST	SN BERNRDNO	92401-1815
7602285404	57407 29 PALMS HWY	YUCCA VALLEY	92284-2907
9096065295	7000 MERRILL AVE HNGR B195	CHINO	91710-9091
9098857724	402 N. D ST	SN BERNRDNO	92401-1423

DIGITAL CONNECT SERVICE (DIGITAL CHANNEL SERVICE)

9091951000	10417 MOUNTAIN VIEW AVE	LOMA LINDA	92354-2030
7609488700	15980 MAIN ST	HESPERIA SN	92345-3525
9093833837	398 W. 4TH ST FL 3 2050 N. MASSACHUSETTS	BERNRDNO SN	92401-1446
9091959216	AV	BERNRDNO	92405-3211
9091959292	13260 CENTRAL AVE	CHINO SN	91710-4165
9091959077	222 W. HOSPITALITY LN	BERNRDNO SN	92408-3200
9091959224	686 E. MILL ST	BERNRDNO SN	92408-1610
9091959293	157 W. 5TH ST	BERNRDNO	92401-

DIGITAL (DDS)

7600160714	301 E. MOUNTAIN VIEW ST	BARSTOW	92311-2886
7601810216	225 E. MOUNTAIN VIEW ST	BARSTOW	92311-2838
7601980682	13215 MARKET ST	TRONA	93562-1918
7601983801	4050 PHELAN RD	PHELAN	92371-4454
7601984071	32770 HIGHWAY 247 SUITE A	LUCERNE VLY	92356-
7601984101	11613 BARTLETT AVE	ADELANTO	92301-1920
7601985191	15776 MAIN ST	HESPERIA	92345-3454
7601985893	301 E. MOUNTAIN VIEW ST	BARSTOW	92311-2886
7601989868	6527 WHITE FEATHER RD	JOSHUA TREE	92252-6604
7601993251	57090 29 PALMS HWY	YUCCA VALLEY	92284-2932
9091676131	26010 HIGHWAY 189	TWIN PEAKS	92391-
9091678138	670 E. GILBERT ST FLOOR 1	SN BERNRDNO	92404-
9091810114	477 SUMMIT BL	BIG BEAR LAKE	92315-
9091811385	670 E. GILBERT ST	SN BERNRDNO	92404-
9091980692	477 SUMMIT BL	BIG BEAR LAKE	92315-
9091989276	670 E. GILBERT ST	SN BERNRDNO	92404-
9091989962	477 SUMMIT BL	BIG BEAR LAKE	92315-
9091997544	670 E. GILBERT ST	SN BERNRDNO	92404-

DID block of 100 numbers

7602285200	56357 PIMA TR	YUCCA VALLEY	92284-3607
7605526100	15030 PALMDALE RD	VICTORVILLE	92392-
7608431799	14455 CIVIC DR	VICTORVILLE	92392-2312
7608434300	15456 SAGE ST	VICTORVILLE	92392-2346
7609488700	15980 MAIN ST	HESPERIA	92345-3525
7609564499	16453 BEAR VALLEY RD	HESPERIA	92345-1752
9092524600	265 E. 4TH ST	SN BERNRDNO	92410-
9092525000	777 E. RIALTO AVE	SN BERNRDNO	92415-1005
9092525200	777 E. RIALTO AVE	SN BERNRDNO	92415-1005
9093820400	658 BRIER DR	SN BERNRDNO	92408-2800
9093823000	268 W. HOSPITALITY LN	SN BERNRDNO	92408-3241
9093839600	825 E. HOSPITALITY LN	SN BERNRDNO	92408-3575

9093868700	222 W. HOSPITALITY LN	SN BERNRDNO	92408-3200
9093869100	655 W. 2ND ST FL 2ND	SN BERNRDNO	92410-3205
9093873800	385 N. ARROWHEAD AVE	SN BERNRDNO	92415-1002
9093878899	777 E. RIALTO AVE	SN BERNRDNO	92408-
9094589500	1637 E. HOLT BLVD	ONTARIO	91761-2107
9098904899	880 E. MILL ST	SN BERNRDNO	92408-
9099454100	8303 HAVEN AVE	RCH CUCAMONGA	91730-3848
9099485000	8575 HAVEN AVE	RCH CUCAMONGA	91730-9105
9099486299	9445 FAIRWAY VIEW PL	RCH CUCAMONGA	91730-
9093378586	301 S. HIGHWAY 173	LK ARROWHEAD	92352-
9098904899	880 E. MILL ST	SN BERNRDNO	92408-
9099454100	8303 HAVEN AVE	RCH CUCAMONGA	91730-3848
9099485000	8575 HAVEN AVE	RCH CUCAMONGA	91730-9105

DS1 Special Access Line

760UH03678	10130 BUCKWHEAT RD	PHELAN	92371-
909UH01012	10825 ARROW ROUTE	CUCAMONGA	91730-4800
909UH01127	10825 ARROW ROUTE	CUCAMONGA	91730-4800
760UH02676	10875 RANCHO RD	ADELANTO	92301-3410
760UH02765	10875 RANCHO RD	ADELANTO	92301-3410
909UH61396	11201 BENTON ST	LOMA LINDA	92354-
909UH50475	1140 E. COOLEY AVE	SN BERNRDNO	92408-2847
760UH01450	11613 BARTLETT AVE	ADELANTO	92301-1920
760UH04846	11613 BARTLETT AVE	ADELANTO	92301-1920
760UH34007	11613 BARTLETT AVE	ADELANTO	92301-1920
760UH03446	11923 JOSHUA RD	APPLE VALLEY	92308-9290
760UH55448	12021 JACARANDA AVE	HESPERIA	92345-
909UH02890	12158 BASELINE RD	RCH CUCAMONGA	91739-8802
7601811140	12219 2ND AVE	VICTORVILLE	92395-5770
760UH34779	12219 2ND AVE	VICTORVILLE	92395-5770
760UH02192	12397 SYCAMORE ST	VICTORVILLE	92392-9635
760UH03777	12402 INDUSTRIAL BLVD STE D	VICTORVILLE	92395-5871
7601811135	12625 HESPERIA RD	VICTORVILLE	92395-7720
909UH02091	128 CAROUSEL MALL	SN BERNRDNO	92401-
909UH02902	128 CAROUSEL MALL	SN BERNRDNO	92401-
909UH23467	128 CAROUSEL MALL	SN BERNRDNO	92401-
760UH05065	1300 E. MOUNTAIN VIEW ST	BARSTOW	92311-3202
760UH02493	13911 PARK AVE STE 200	VICTORVILLE	92392-2407
909UH83036	14000 CITY CENTER DR	CHINO HILLS	91709-5442
909HU41266	1401 E. PENNSYLVANIA AVE	REDLANDS	92374-4734
909UH90334	14077 PEYTON DR	CHINO HILLS	91709-
909UH90386	14077 PEYTON DR	CHINO HILLS	91709-
760UH00618	14200 AMARGOSA RD	VICTORVILLE	92392-2302
7601810160	14297 AMARGOSA RD	VICTORVILLE	92392-2319
760UH52925	14344 CAJON ST	VICTORVILLE	92392-4300

760UH83427	14344 CAJON ST	VICTORVILLE	92392-4300
7600010310	14455 CIVIC DR	VICTORVILLE	92392-2312
7600011394	14455 CIVIC DR	VICTORVILLE	92392-2312
7601810237	14455 CIVIC DR	VICTORVILLE	92392-2312
7601811245	14455 CIVIC DR	VICTORVILLE	92392-2312
760UH02062	14931 DALE EVANS PKWY	APPLE VALLEY	92307-3061
760UH52257	14931 DALE EVANS PKWY	APPLE VALLEY	92307-3061
909UH07045	1499 S. TIPPECANOE AVE	SN BERNRDNO	92408-2920
909UH23029	1499 W. 13TH ST	UPLAND	91786-2992
909UH06427	150 CAROUSEL MALL	SN BERNRDNO	92401-
909UH01379	150 W. 5TH ST	SN BERNRDNO	92401-
909UH01451	150 W. 5TH ST	SN BERNRDNO	92401-
909UH99986	150 W. 5TH ST	SN BERNRDNO	92401-
760UH84902	15010 PALMDALE RD	VICTORVILLE	92392-
760UH06457	15030 PALMDALE RD BLDG A	VICTORVILLE	92392-
909UH01169	1504 S. GIFFORD	SN BERNARDINO	92415-1023
909UH01421	1504 S. GIFFORD AVE	SN BERNRDNO	92408-
909UH01722	1504 S. GIFFORD AVE	SN BERNRDNO	92408-
909UH09374	15180 EUCLID AVE	CHINO	91710-9148
760UH21915	15247 11TH ST	VICTORVILLE	92395-3727
7601811121	15329 BONANZA RD	VICTORVILLE	92392-2401
760UH21897	15371 CIVIC DR	VICTORVILLE	92392-2914
760UH31264	15371 CIVIC DR	VICTORVILLE	92392-2914
760UH48028	15371 CIVIC DR	VICTORVILLE	92392-2914
760UH05052	15400 CIVIC DR	VICTORVILLE	92392-2359
760UH05055	15400 CIVIC DR	VICTORVILLE	92392-2359
760UH96032	15400 CIVIC DR	VICTORVILLE	92392-2359
909UH01085	1543 W. 8TH ST	SN BERNRDNO	92411-2566
760UH00035	15456 SAGE ST	VICTORVILLE	92392-2346
760UH04210	15456 SAGE ST	VICTORVILLE	92392-2346
760UH04328	15456 SAGE ST	VICTORVILLE	92392-2346
760UH04232	15480 RAMONA AVE	VICTORVILLE	92392-2421
7600010544	15505 CIVIC DR	VICTORVILLE	92392-2357
7601811165	15505 CIVIC DR	VICTORVILLE	92392-2357
760UH08844	15505 CIVIC DR	VICTORVILLE	92392-2357
760UH02440	15555 MAIN ST STE G	HESPERIA	92345-3466
909UH01681	1585 E. HIGHLAND AVE	SN BERNRDNO	92404-4613
909UH01682	1585 E. HIGHLAND AVE	SN BERNRDNO	92404-4613
760UH01587	15980 MAIN ST	HESPERIA	92345-3525
760UH77780	15A 7TH ST	BARSTOW	92311-
760UH09377	16095 TUSCOLA RD	APPLE VALLEY	92307-1319
760UH36154	16095 TUSCOLA RD	APPLE VALLEY	92307-1319
909UH01128	1627 E. HOLT BLVD	ONTARIO	91761-2107
909UH04632	1627 E. HOLT BLVD	ONTARIO	91761-2107
909UH01324	1637 E. HOLT BLVD	ONTARIO	91761-2107
909UH32460	1637 E. HOLT BLVD	ONTARIO	91761-2107
760UH01701	16453 BEAR VALLEY RD	HESPERIA	92345-1752
909UH02538	170 E. HIGHLAND AVE	SN BERNRDNO	92404-3658
7601810334	170 N. YUCCA AVE	BARSTOW	92311-3231
909UH04099	170 N. YUCCA AVE	BARSTOW	92311-3231

760UH45033	17130 MESA ST	HESPERIA	92345-5155
760UH00068	17270 BEAR VALLEY RD	VICTORVILLE	92395-7751
760UH01588	17270 BEAR VALLEY RD	VICTORVILLE	92395-7751
909UH68058	1740 W. REDLANDS BLVD	REDLANDS	92373-8011
760UH02034	17470 ALDER ST 181 W. HUNTINGTON DR STE 101	HESPERIA	92345-5083
626UH52604	181 W. HUNTINGTON DR STE 101	MONROVIA	91016-3488
626UH52631	181 W. HUNTINGTON DR STE 101	MONROVIA	91016-3488
760UH01229	18422 BEAR VALLEY RD	VICTORVILLE	92395-5850
760UH04589	18500 STODDARD WELLS RD	VICTORVILLE	92394-
909UH05225	191 N. VINEYARD AVE	ONTARIO	91764-4497
909UH05259	191 N. VINEYARD AVE	ONTARIO	91764-4497
909UH05271	191 N. VINEYARD AVE	ONTARIO	91764-4497
909UH78467	191 N. VINEYARD AVE	ONTARIO	91764-4497
909UH38643	1950 S. SUNWEST LN	SN BERNRDNO	92408-3258
909UH02024	19777 CAJON BLVD	SN BERNRDNO	92407-
760UH29338	200 E. BUENA VISTA ST	BARSTOW	92311-2804
760UH44911	2020 MONTEREY AVE	BARSTOW	92311-6713
909UH63762	2035 N. D ST	SN BERNRDNO	92405-3935
909UH15713	2050 N. MASSACHUSETTS AV	SN BERNRDNO	92405-3211
760UH84875	21101 DALE EVANS PKWY	APPLE VALLEY	92307-9356
909UH04907	215 N. D ST	SN BERNRDNO	92401-1733
909UH41525	215 N. D ST	SN BERNRDNO	92401-1733
909UH97954	215 N. D ST	SN BERNRDNO	92401-1733
760UH01799	21600 CORWIN RD	APPLE VALLEY	92307-6319
909UH01074	222 W. HOSPITALITY LN	SN BERNRDNO	92408-3200
909UH01067	2314 S. MOUNTAIN AVE	ONTARIO	91762-6714
909UH02839	23188 CREST FOREST DR	CRESTLINE	92325-
909UH02022	2355 E. 5TH ST	SN BERNRDNO	92410-5201
909UH93342	2372 STERLING AVE	SN BERNRDNO	92404-4624
909UH24309	255 N. D ST	SN BERNRDNO	92401-1735
909UH51472	255 N. D ST	SN BERNRDNO	92401-1735
909UH04352	2607 WHISPERING PINS DR	RUNNING SPGS	92382-
909ND40926	265 E. 4TH ST	SN BERNRDNO	92415-0080
909UH72719	265 E. 4TH ST	SN BERNRDNO	92410-
909XR06501	268 W. HOSPITALITY LN	SN BERNRDNO	92408-3241
909UH02842	26830 STATE HIGHWAY 189	BLUE JAY	92317-
760UH03663	2700 BARSTOW RD BLDG C-2	BARSTOW	92311-6608
909UH01119	290 N. D ST	SN BERNRDNO	92401-1734
909UH01120	290 N. D ST	SN BERNRDNO	92401-1734
909UH12304	290 N. D ST	SN BERNRDNO	92401-1734
909UH12306	290 N. D ST	SN BERNRDNO	92401-1734
909UH04629	29829 HIGHWAY 18	LK ARROWHEAD	92352-
909UH02615	30 CAJON ST	REDLANDS	92373-4710
760UH84798	301 E. MOUNTAIN VIEW ST	BARSTOW	92311-2886
909UH29016	301 N. HIGHWAY 173	LK ARROWHEAD	92352-
909UH33913	303 W. 3RD ST	SN BERNRDNO	92401-1815
760UH04590	32553 BARSTOW RD	BARSTOW	92311-
760UH15339	326 BARSTOW RD BLDG 326	FORT IRWIN	92310-
760UH43793	32818 VERDUGO AVE	LUCERNE VLY	92356-

760UH67795	36600 GHOST TOWN RD	YERMO	92398-
909UH04603	38550 HOLCOMB VALLEY RD	BIG BEAR CITY	92314-
909UH01121	412 W. HOSPITALITY LN	SN BERNRDNO	92408-3252
909UH68544	41220 PARK AVE	BIG BEAR LAKE	92315-
909UH04777	42090 NORTH SHORE DR	BIG BEAR LAKE	92315-
909UH44376	477 SUMMIT BLVD	BIG BEAR LAKE	92315-
909UH84561	477 SUMMIT BLVD	BIG BEAR LAKE	92315-
909UH37595	4825 MORENO AVE	MONTCLAIR	91763-1419
909UH01145	505 N. ARROWHEAD AVE	SN BERNRDNO	92401-1200
909UH09792	505 N. ARROWHEAD AVE	SN BERNRDNO	92401-1200
9091811255	515 N. ARROWHEAD AVE	SN BERNRDNO	92401-
909UH05001	515 N. ARROWHEAD AVE	SN BERNRDNO	92415-0061
909UH05141	515 N. ARROWHEAD AVE	SN BERNRDNO	92415-0061
909UH00135	524 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92401-1208
909UH01378	524 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92401-1208
760UH02537	536 E. VIRGINIA WAY	BARSTOW	92311-3910
909UH00932	536 W. BASE LINE ST	SN BERNRDNO	92410-2822
760UH02447	548 2ND ST	FORT IRWIN	92310-
760UH01091	56357 PIMA TRL	YUCCA VALLEY	92284-3607
760UH04158	56357 PIMA TRL	YUCCA VALLEY	92284-3607
760UH01081	57407 29 PALMS HWY	YUCCA VALLEY	92284-2907
562ND17798	5901 E. 7TH ST	LONG BEACH	90822-5201
562ND17798	5901 E. 7TH ST	LONG BEACH	90822-5201
760UH04628	59200 WINTERS RD	LANDERS	92284-
760UH72791	5980 ELM ST	WRIGHTWOOD	92397-
909UH00194	601 N. E ST	SN BERNRDNO	92410-3093
909UH09288	602 S. TIPPECANOE AVE	SN BERNRDNO	92408-2607
760UH36059	6136 ADOBE RD	TWENTYNIN PLM	92277-2652
909UH01967	620 S. E ST	SN BERNRDNO	92408-1906
909UH03828	655 E. 3RD ST	SN BERNRDNO	92410-4957
909UH06922	655 W. 2ND ST	SN BERNRDNO	92410-3205
909UH06952	655 W. 2ND ST	SN BERNRDNO	92410-3205
909UH06963	655 W. 2ND ST	SN BERNRDNO	92410-3205
909UH29817	655 W. 2ND ST	SN BERNRDNO	92410-3205
909UH97360	655 W. 2ND ST FL 2ND	SN BERNRDNO	92410-3205
909UH13326	658 BRIER DR	SN BERNRDNO	92408-2800
909UH16869	658 BRIER DR	SN BERNRDNO	92408-2800
909UH18433	658 BRIER DR	SN BERNRDNO	92408-2800
909UH54167	662 S. TIPPECANOE AVE	SN BERNRDNO	92408-2607
909UH89468	662 S. TIPPECANOE AVE	SN BERNRDNO	92408-2607
9091811312	670 E. GILBERT ST	SN BERNRDNO	92404-
9091811313	670 E. GILBERT ST	SN BERNRDNO	92404-
9091811328	670 E. GILBERT ST	SN BERNRDNO	92404-
909UH01113	670 E. GILBERT ST	SN BERNRDNO	92404-
909IM65789	670 E. GILBERT ST	SN BERNRDNO	92404-
909UH03600	7000 MERRILL AVE BLDG A505	CHINO	91710-9091
760UH00579	73629 SUN VALLEY DR	TWENTYNIN PLM	92277-2236
760UH01186	7501 PINTO MOUNTAIN RD	TWENTYNIN PLM	92277-
909AA65463	777 E. RIALTO AVE	SN BERNRDNO	92408-
909UH00189	777 E. RIALTO AVE	SN BERNRDNO	92415-1005

909UH01108	777 E. RIALTO AVE	SN BERNRDNO	92415-1005
909UH01111	777 E. RIALTO AVE	SN BERNRDNO	92415-1005
909UH01123	777 E. RIALTO AVE	SN BERNRDNO	92415-1005
909UH04867	777 E. RIALTO AVE	SN BERNRDNO	92408-
909UH60028	790 S. GIFFORD AVE	SN BERNRDNO	92408-2449
760UH04781	80311 TRONA RD	TRONA	93562-1512
909UH01685	808 E. MILL ST	SN BERNRDNO	92408-
909UH01693	808 E. MILL ST	SN BERNRDNO	92408-
909UH09663	8088 PALM LN	SN BERNRDNO	92410-4972
909UH23815	8241 WHITE OAK AVE	CUCAMONGA	91730-7671
909UH01140	825 E. HOSPITALITY LN	SN BERNRDNO	92408-3575
909UH01661	825 E. HOSPITALITY LN	SN BERNRDNO	92408-3575
909UH14116	8265 ASPEN ST	CUCAMONGA	91730-3291
909UH01089	8303 HAVEN AVE	CUCAMONGA	91730-3848
909UH39391	8575 HAVEN AVE	CUCAMONGA	91730-9105
909UH39414	8575 HAVEN AVE	CUCAMONGA	91730-9105
909UH44225	8575 HAVEN AVE	CUCAMONGA	91730-9105
909UH37781	880 E. MILL ST	SN BERNRDNO	92408-
909UH02548	881 W. REDLANDS BLVD	REDLANDS	92373-8069
760UH01072	9329 MARIPOSA RD BLDG A	HESPERIA	92344-8086
760UH05973	9329A MARIPOSA RD BLDG A	HESPERIA	92344-8086
760UH54650	9329A MARIPOSA RD STE 205	HESPERIA	92344-8000
909UH01142	934 N. MOUNTAIN AVE	UPLAND	91786-3659
909UH01144	934 N. MOUNTAIN AVE	UPLAND	91786-3659
7601810149	9393 SANTA FE AVE E	HESPERIA	92345-7910
760UH25052	9393 SANTA FE AVE E	HESPERIA	92345-7910
760UH25079	9393 SANTA FE AVE E	HESPERIA	92345-7910
760UH59179	9438 COMMERCE WAY	ADELANTO	92301-3949
909UH05691	9439 ARCHIBALD AVE STE 108	CUCAMONGA	91730-7947
909UH53494	9445 FAIRWAY VIEW PL	CUCAMONGA	91730-0929
909UH58709	9445 FAIRWAY VIEW PL	CUCAMONGA	91730-0929
909UH01069	9478 ETIWANDA AVE	CUCAMONGA	91739-9662
909UH03428	9638 7TH ST	CUCAMONGA	91730-5610
909UH04249	9638 7TH ST	CUCAMONGA	91730-5610
909UH03049	9650 9TH ST	CUCAMONGA	91730-4549
909UH03381	9650 9TH ST	CUCAMONGA	91730-4549
7601810110	9655 9TH AVE	HESPERIA	92345-3037
7601810313	9655 9TH AVE	HESPERIA	92345-3037
909UH06551	9674 ARCHIBALD AVE STE 100	CUCAMONGA	91730-7942
909UH01133	9955 FREMONT AVE	MONTCLAIR	91763-3200
909UH20431	9955 FREMONT AVE	MONTCLAIR	91763-3200
760UH71278	QUARTSITE MTN RD	VICTORVILLE	92392-
909UH04601	SAN TIMOTEO CYN RD	REDLANDS	92373-

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760UH03678	10130 BUCKWHEAT RD	PHELAN	92371-
909UH01127	10825 ARROW ROUTE	CUCAMONGA	91730-4800
760UH02676	10875 RANCHO RD	ADELANTO	92301-3410
760UH02765	10875 RANCHO RD	ADELANTO	92301-3410
909UH61396	11201 BENTON ST	LOMA LINDA	92354-
909UH50475	1140 E. COOLEY AVE	SN BERNRDNO	92408-2847
760UH01450	11613 BARTLETT AVE	ADELANTO	92301-1920
760UH04846	11613 BARTLETT AVE	ADELANTO	92301-1920
760UH34007	11613 BARTLETT AVE	ADELANTO	92301-1920
760UH03446	11923 JOSHUA RD	APPLE VALLEY	92308-9290
760UH55448	12021 JACARANDA AVE	HESPERIA RCH	92345-
909UH02890	12158 BASELINE RD	CUCAMONGA	91739-8802
7601811140	12219 2ND AVE	VICTORVILLE	92395-5770
760UH34779	12219 2ND AVE	VICTORVILLE	92395-5770
760UH02192	12397 SYCAMORE ST 12402 INDUSTRIAL BLVD STE D	VICTORVILLE	92392-9635
760UH03777	12625 HESPERIA RD	VICTORVILLE	92395-5871
7601811135	12625 HESPERIA RD	VICTORVILLE	92395-7720
909UH02091	128 CAROUSEL MALL	SN BERNRDNO	92401-
909UH02902	128 CAROUSEL MALL	SN BERNRDNO	92401-
909UH23467	128 CAROUSEL MALL	SN BERNRDNO	92401-
760UH05065	1300 E. MOUNTAIN VIEW ST	BARSTOW	92311-3202
760UH02493	13911 PARK AVE STE 200	VICTORVILLE	92392-2407
909UH83036	14000 CITY CENTER DR	CHINO HILLS	91709-5442
909UH90334	14077 PEYTON DR	CHINO HILLS	91709-
909UH90386	14077 PEYTON DR	CHINO HILLS	91709-
760UH00618	14200 AMARGOSA RD	VICTORVILLE	92392-2302
7601810160	14297 AMARGOSA RD	VICTORVILLE	92392-2319
760UH52925	14344 CAJON ST	VICTORVILLE	92392-4300
760UH83427	14344 CAJON ST	VICTORVILLE	92392-4300
7600010310	14455 CIVIC DR	VICTORVILLE	92392-2312
7600011394	14455 CIVIC DR	VICTORVILLE	92392-2312
7601810237	14455 CIVIC DR	VICTORVILLE	92392-2312
760MH00008	14455 CIVIC DR	VICTORVILLE	92392-2312
760UH02062	14931 DALE EVANS PKWY	APPLE VALLEY	92307-3061
760UH52257	14931 DALE EVANS PKWY	APPLE VALLEY	92307-3061
909UH07045	1499 S. TIPPECANOE AVE	SN BERNRDNO	92408-2920
909UH23029	1499 W. 13TH ST	UPLAND	91786-2992
909UH06427	150 CAROUSEL MALL	SN BERNRDNO	92401-
909UH01379	150 W. 5TH ST	SN BERNRDNO	92401-
909UH01451	150 W. 5TH ST	SN BERNRDNO	92401-
909UH99986	150 W. 5TH ST	SN BERNRDNO	92401-
760UH84902	15010 PALMDALE RD	VICTORVILLE	92392-
760UH06457	15030 PALMDALE RD BLDG A	VICTORVILLE	92392-
909UH01169	1504 S. GIFFORD	SN BERNARDINO	92415-1023
909UH01421	1504 S. GIFFORD AVE	SN BERNRDNO	92408-
909UH01722	1504 S. GIFFORD AVE	SN BERNRDNO	92408-

909UH09374	15180 EUCLID AVE	CHINO	91710-9148
760UH21915	15247 11TH ST	VICTORVILLE	92395-3727
7601811121	15329 BONANZA RD	VICTORVILLE	92392-2401
760UH21897	15371 CIVIC DR	VICTORVILLE	92392-2914
760UH31264	15371 CIVIC DR	VICTORVILLE	92392-2914
760UH48028	15371 CIVIC DR	VICTORVILLE	92392-2914
760UH05052	15400 CIVIC DR	VICTORVILLE	92392-2359
760UH05055	15400 CIVIC DR	VICTORVILLE	92392-2359
760UH96032	15400 CIVIC DR	VICTORVILLE	92392-2359
909UH01085	1543 W. 8TH ST	SN BERNRDNO	92411-2566
760UH00035	15456 SAGE ST	VICTORVILLE	92392-2346
760UH04210	15456 SAGE ST	VICTORVILLE	92392-2346
760UH04328	15456 SAGE ST	VICTORVILLE	92392-2346
760UH04232	15480 RAMONA AVE	VICTORVILLE	92392-2421
7600010544	15505 CIVIC DR	VICTORVILLE	92392-2357
7601811165	15505 CIVIC DR	VICTORVILLE	92392-2357
760UH08844	15505 CIVIC DR	VICTORVILLE	92392-2357
760UH02440	15555 MAIN ST STE G	HESPERIA	92345-3466
909UH01681	1585 E. HIGHLAND AVE	SN BERNRDNO	92404-4613
909UH01682	1585 E. HIGHLAND AVE	SN BERNRDNO	92404-4613
760UH01587	15980 MAIN ST	HESPERIA	92345-3525
760UH09377	16095 TUSCOLA RD	APPLE VALLEY	92307-1319
760UH36154	16095 TUSCOLA RD	APPLE VALLEY	92307-1319
909UH01128	1627 E. HOLT BLVD	ONTARIO	91761-2107
909UH04632	1627 E. HOLT BLVD	ONTARIO	91761-2107
909UH32460	1637 E. HOLT BLVD	ONTARIO	91761-2107
760UH01701	16453 BEAR VALLEY RD	HESPERIA	92345-1752
909UH02538	170 E. HIGHLAND AVE	SN BERNRDNO	92404-3658
760UH45033	17130 MESA ST	HESPERIA	92345-5155
760UH00068	17270 BEAR VALLEY RD	VICTORVILLE	92395-7751
760UH01588	17270 BEAR VALLEY RD	VICTORVILLE	92395-7751
760UH02034	17470 ALDER ST	HESPERIA	92345-5083
626UH52604	181 W. HUNTINGTON DR STE 101	MONROVIA	91016-3488
626UH52631	181 W. HUNTINGTON DR STE 101	MONROVIA	91016-3488
760UH01229	18422 BEAR VALLEY RD	VICTORVILLE	92395-5850
760UH04589	18500 STODDARD WELLS RD	VICTORVILLE	92394-
909UH05225	191 N. VINEYARD AVE	ONTARIO	91764-4497
909UH05259	191 N. VINEYARD AVE	ONTARIO	91764-4497
909UH05271	191 N. VINEYARD AVE	ONTARIO	91764-4497
909UH38643	1950 S. SUNWEST LN	SN BERNRDNO	92408-3258
909UH02024	19777 CAJON BLVD	SN BERNRDNO	92407-
909UH63762	2035 N. D ST	SN BERNRDNO	92405-3935
909UH15713	2050 N. MASSACHUSETTS AV	SN BERNRDNO	92405-3211
760UH84875	21101 DALE EVANS PKWY	APPLE VALLEY	92307-9356
909UH04907	215 N. D ST	SN BERNRDNO	92401-1733
909UH41525	215 N. D ST	SN BERNRDNO	92401-1733
909UH97954	215 N. D ST	SN BERNRDNO	92401-1733
760UH01799	21600 CORWIN RD	APPLE VALLEY	92307-6319
909UH01067	2314 S. MOUNTAIN AVE	ONTARIO	91762-6714

909UH02022	2355 E. 5TH ST	SN BERNRDNO	92410-5201
909UH93342	2372 STERLING AVE	SN BERNRDNO	92404-4624
909UH24309	255 N. D ST	SN BERNRDNO	92401-1735
909UH51472	255 N. D ST	SN BERNRDNO	92401-1735
909UH04352	2607 WHISPERING PINS DR	RUNNING SPGS	92382-
909ND40926	265 E. 4TH ST	SN BERNRDNO	92415-0080
909UH72719	265 E. 4TH ST	SN BERNRDNO	92410-
909UH01119	290 N. D ST	SN BERNRDNO	92401-1734
909UH01120	290 N. D ST	SN BERNRDNO	92401-1734
909UH12304	290 N. D ST	SN BERNRDNO	92401-1734
909UH12306	290 N. D ST	SN BERNRDNO	92401-1734
909UH02615	30 CAJON ST	REDLANDS	92373-4710
760UH84798	301 E. MOUNTAIN VIEW ST	BARSTOW	92311-2886
909UH29016	301 N. HIGHWAY 173	LK ARROWHEAD	92352-
909UH33913	303 W. 3RD ST	SN BERNRDNO	92401-1815
760UH43793	32818 VERDUGO AVE	LUCERNE VLY	92356-
909UH01121	412 W. HOSPITALITY LN	SN BERNRDNO	92408-3252
909UH44376	477 SUMMIT BLVD	BIG BEAR LAKE	92315-
909UH84561	477 SUMMIT BLVD	BIG BEAR LAKE	92315-
909UH37595	4825 MORENO AVE	MONTCLAIR	91763-1419
9091811255	515 N. ARROWHEAD AVE	SN BERNRDNO	92401-
909UH00135	524 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92401-1208
909UH01378	524 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92401-1208
909UH00932	536 W. BASE LINE ST	SN BERNRDNO	92410-2822
760UH72791	5980 ELM ST	WRIGHTWOOD	92397-
909UH00194	601 N. E ST	SN BERNRDNO	92410-3093
909UH09288	602 S. TIPPECANOE AVE	SN BERNRDNO	92408-2607
909UH01967	620 S. E ST	SN BERNRDNO	92408-1906
909UH06922	655 W. 2ND ST	SN BERNRDNO	92410-3205
909UH06952	655 W. 2ND ST	SN BERNRDNO	92410-3205
909UH06963	655 W. 2ND ST	SN BERNRDNO	92410-3205
909UH29817	655 W. 2ND ST	SN BERNRDNO	92410-3205
909UH97360	655 W. 2ND ST FL 2ND	SN BERNRDNO	92410-3205
909UH13326	658 BRIER DR	SN BERNRDNO	92408-2800
909UH16869	658 BRIER DR	SN BERNRDNO	92408-2800
909UH18433	658 BRIER DR	SN BERNRDNO	92408-2800
909UH54167	662 S. TIPPECANOE AVE	SN BERNRDNO	92408-2607
909UH89468	662 S. TIPPECANOE AVE	SN BERNRDNO	92408-2607
9091811312	670 E. GILBERT ST	SN BERNRDNO	92404-
9091811313	670 E. GILBERT ST	SN BERNRDNO	92404-
9091811328	670 E. GILBERT ST	SN BERNRDNO	92404-
909UH01113	670 E. GILBERT ST	SN BERNRDNO	92404-
909UH01325	670 E. GILBERT ST	SN BERNRDNO	92404-
909UH01686	670 E. GILBERT ST	SN BERNRDNO	92404-
909UH19432	670 E. GILBERT ST	SN BERNRDNO	92415-0912
909UH19476	670 E. GILBERT ST	SN BERNRDNO	92415-0912
909HI00014	777 E. RIALTO AVE	SN BERNRDNO	92408-
909UH00189	777 E. RIALTO AVE	SN BERNRDNO	92415-1005
909UH01108	777 E. RIALTO AVE	SN BERNRDNO	92415-1005
909UH01111	777 E. RIALTO AVE	SN BERNRDNO	92415-1005

909UH01123	777 E. RIALTO AVE	SN BERNRDNO	92415-1005
909UH01320	777 E. RIALTO AVE	SN BERNRDNO	92415-1005
909UH04867	777 E. RIALTO AVE	SN BERNRDNO	92408-
909UH04882	777 E. RIALTO AVE	SN BERNRDNO	92408-
909XX27476	777 E. RIALTO AVE	SN BERNRDNO	92408-
909UH60028	790 S. GIFFORD AVE	SN BERNRDNO	92408-2449
909UH01685	808 E. MILL ST	SN BERNRDNO	92408-
909UH01693	808 E. MILL ST	SN BERNRDNO	92408-
909UH09663	8088 PALM LN	SN BERNRDNO	92410-4972
909UH23815	8241 WHITE OAK AVE	CUCAMONGA	91730-7671
909UH01140	825 E. HOSPITALITY LN	SN BERNRDNO	92408-3575
909UH01661	825 E. HOSPITALITY LN	SN BERNRDNO	92408-3575
909UH14116	8265 ASPEN ST	CUCAMONGA	91730-3291
909UH01089	8303 HAVEN AVE	CUCAMONGA	91730-3848
909UH01146	8303 HAVEN AVE	CUCAMONGA	91730-3848
909UH39391	8575 HAVEN AVE	CUCAMONGA	91730-9105
909UH39414	8575 HAVEN AVE	CUCAMONGA	91730-9105
909UH44225	8575 HAVEN AVE	CUCAMONGA	91730-9105
909UH37781	880 E. MILL ST	SN BERNRDNO	92408-
760UH01072	9329 MARIPOSA RD BLDG A	HESPERIA	92344-8086
760UH05973	9329A MARIPOSA RD BLDG A	HESPERIA	92344-8086
760UH54650	9329A MARIPOSA RD STE 205	HESPERIA	92344-8000
909UH01142	934 N. MOUNTAIN AVE	UPLAND	91786-3659
909UH01144	934 N. MOUNTAIN AVE	UPLAND	91786-3659
7601810149	9393 SANTA FE AVE E	HESPERIA	92345-7910
760UH25052	9393 SANTA FE AVE E	HESPERIA	92345-7910
760UH25079	9393 SANTA FE AVE E	HESPERIA	92345-7910
760UH59179	9438 COMMERCE WAY	ADELANTO	92301-3949
909UH05691	9439 ARCHIBALD AVE STE 108	CUCAMONGA	91730-7947
909UH53494	9445 FAIRWAY VIEW PL	CUCAMONGA	91730-0929
909UH01069	9478 ETIWANDA AVE	CUCAMONGA	91739-9662
909UH03428	9638 7TH ST	CUCAMONGA	91730-5610
909UH04249	9638 7TH ST	CUCAMONGA	91730-5610
7601810110	9655 9TH AVE	HESPERIA	92345-3037
7601810313	9655 9TH AVE	HESPERIA	92345-3037
909UH06551	9674 ARCHIBALD AVE STE 100	CUCAMONGA	91730-7942
909UH01133	9955 FREMONT AVE	MONTCLAIR	91763-3200
909UH20431	9955 FREMONT AVE	MONTCLAIR	91763-3200

DS3 special access line

9091670579	670 E. GILBERT ST	SN BERNRDNO	92404-
909HI00011	777 E. RIALTO AVE	SN BERNRDNO	92415-1005
909HI00014	777 E. RIALTO AVE	SN BERNRDNO	92408-

909HI01615	18000 INSTITUTION RD	SN BERNRDNO	92407-1864
909HI11261	303 W. 3RD ST	SN BERNRDNO	92401-1815
909HI93140	670 E. GILBERT ST	SN BERNRDNO	92404-

SONET DS3 rider

760HI00017	14455 CIVIC DR	VICTORVILLE	92392-2312
760HI00019	14455 CIVIC DR	VICTORVILLE	92392-2312
760HI00020	14455 CIVIC DR	VICTORVILLE	92392-2312
9091670579	670 E. GILBERT ST	SN BERNRDNO	92404-
909HI00011	777 E. RIALTO AVE	SN BERNRDNO	92415-1005
909HI01615	18000 INSTITUTION RD	SN BERNRDNO	92407-1864
909HI11261	303 W. 3RD ST	SN BERNRDNO	92401-1815

SONET OC48 node

909MJ7-0048	777 E, Rialto Ave	San bernardino
909MH7-0048	670 E. Gilbert	San bernardino

SONET OC3node

909MG0-0013	8303 HAVEN AVE	CUCAMONGA	91730-3848
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SONET OC12 node

760MH0-0008	14455 CIVIC DR	VICTORVILLE	92392-2312
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VERIZON OPTICAL NETWORKING - ETHERNET PRIVATE LINE

C11EQ11523106	Sheriff 3rd Street to ISD 670 Gilbert 670 E GILBERT ST	SAN BERNARDINO
C11EQ11522106	Sheriff 3rd Street to GSA 777 Rialto	SAN BERNARDINO
N31EQ21072105	Sheriff Adelanto to Victorville Civic Ctr	SAN BERNARDINO
C11EQ11513106	Carsousel Mall to 670 Gilbert	SAN BERNARDINO
C11EQ11487106	385 N. Arrowhead to 670 E. Gilbert	SAN BERNARDINO
C11EQ11499106	777 E. Rialto SB	SAN

CNTY to 268 W. BERNARDINO
Hospitality Ln.

Flexgrow option 1 –

9093378586	301 S. HIGHWAY 173	LK ARROWHEAD	92352-
9098859487	777 E. RIALTO AVE	SN BERNRDNO	92408-

EZ AIS port

7602542122	36600 GHOST TOWN RD	YERMO	92398-
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Remote Call Forwarding

9094656837	12409 YORBA AVE	CHINO	91710-2257
7603679544	6581 ADOBE RD	TWENTYNIN PLM	92277-3301
7603652364	57186 YUCCA TRL	YUCCA VALLEY	92284-3755
9094591156	207 W. D ST	ONTARIO	91762-3411
7602487328	10397 HIGHLAND ST	LUCERNE VLY	92356-
7603663781	61838 COMMERCIAL ST	JOSHUA TREE	92252-2336
7602418829	16461 MOJAVE DR	VICTORVILLE	92392-3820
7602561796	135 COZY LN	BARSTOW	92311-2238
7603668829	61838 COMMERCIAL ST	JOSHUA TREE	92252-2336
9098888459	665 N. E ST	SN BERNRDNO	92410-3012
7602568829	135 COZY LN	BARSTOW	92311-2238
7602487321	33187 HIGHWAY 247	LUCERNE VLY	92356-
9099886571	207 W. D ST	ONTARIO	91762-3411
9093376131	27316 STATE HIGHWAY 189	BLUE JAY RCH	92317-
9094765767	10428 FOOTHILL BLVD	CUCAMONGA	91730-3729
7602493212	1258 EVERGREEN	WRIGHTWOOD	92397-
9098667581	560 BARTLETT RD	BIG BEAR LAKE	92315-
7603679544	6581 ADOBE RD	TWENTYNIN PLM	92277-3301
7603652364	57186 YUCCA TRL	YUCCA VALLEY	92284-3755
9094591156	207 W. D ST	ONTARIO	91762-3411
7602487328	10397 HIGHLAND ST	LUCERNE VLY	92356-
7603663781	61838 COMMERCIAL ST	JOSHUA TREE	92252-2336
9093376131	27316 STATE HIGHWAY 189	BLUE JAY	92317-
9094656837	12409 YORBA AVE	CHINO	91710-2257
7602561796	135 COZY LN	BARSTOW	92311-2238
9098667581	560 BARTLETT RD	BIG BEAR LAKE	92315-

Special access line SAL 4 Wire

7600160612	300 E. MOUNTAIN VIEW ST	BARSTOW	92311-2841
7600160706	220 E. MOUNTAIN VIEW ST	BARSTOW	92311-2839

7600160707	300 E. MOUNTAIN VIEW ST	BARSTOW	92311-2841
7600160708	861 BARSTOW RD	BARSTOW	92311-3903
7601673170	14455 CIVIC DR	VICTORVILLE	92392-2312
7601810146	14455 CIVIC DR	VICTORVILLE	92392-2312
7601821712	16515 MOJAVE DR	VICTORVILLE	92392-3821
7601981710	14343 CIVIC DR	VICTORVILLE	92392-2303
7601982108	1140 W. MAIN ST	BARSTOW	92311-2542
7601983661	14900 AZTEC CT	APPLE VALLEY	92307-3011
7601985510	14177 MC ART RD	VICTORVILLE	92392-2553
7601985860	12219 2ND AVE	VICTORVILLE	92395-5770
7601986531	15505 CIVIC DR	VICTORVILLE	92392-2357
7601988999	14455 CIVIC DR	VICTORVILLE	92392-2312
9091670514	670 E. GILBERT ST	SN BERNRDNO	92404-
9091671183	870 E. GILBERT ST	SN BERNRDNO	92404-
9091671272	670 E. GILBERT ST	SN BERNRDNO	92404-
9091674973	670 E. GILBERT ST	SN BERNRDNO	92404-
9091675134	670 E. GILBERT ST	SN BERNRDNO	92404-
9091676373	670 E. GILBERT ST	SN BERNRDNO	92404-
9091810023	670 E. GILBERT ST	SN BERNRDNO	92404-
9091810081	670 E. GILBERT ST	SN BERNRDNO	92404-
9091810123	670 E. GILBERT ST	SN BERNRDNO	92404-
9091810567	444 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92401-
9091811016	655 E. 3RD ST	SN BERNRDNO	92410-4957
9091811017	655 E. 3RD ST	SN BERNRDNO	92410-4957
9091811072	8303 HAVEN AV	CUCAMONGA	91730-3848
9091811095	216 BROOKSIDE AVE	REDLANDS	92373-4606
9091811387	777 E. RIALTO AVE	SN BERNRDNO	92415-1005
9091811397	777 E. RIALTO AVE	SN BERNRDNO	92415-1005
9091811498	670 E. GILBERT ST	SN BERNRDNO	92404-
9091814601	670 E. GILBERT ST	SN BERNRDNO	92404-
9091814603	670 E. GILBERT ST	SN BERNRDNO	92404-
9091814674	670 E. GILBERT ST	SN BERNRDNO	92404-
9091814678	670 E. GILBERT ST	SN BERNRDNO	92404-
9091814683	670 E. GILBERT ST	SN BERNRDNO	92404-
9091815155	670 E. GILBERT ST	SN BERNRDNO	92404-
9091980783	670 E. GILBERT ST	SN BERNRDNO	92404-
9091980795	670 E. GILBERT ST	SN BERNRDNO	92404-
9091982006	670 E. GILBERT ST	SN BERNRDNO	92404-
9091983985	670 E. GILBERT ST	SN BERNRDNO	92404-
9091983986	670 E. GILBERT ST	SN BERNRDNO	92404-
9091984049	670 E. GILBERT ST	SN BERNRDNO	92404-
9091984095	670 E. GILBERT ST	SN BERNRDNO	92404-
9091984099	670 E. GILBERT ST	SN BERNRDNO	92404-
9091989179	477 SUMMIT BL	BIG BEAR LAKE	92315-
9091990812	670 E. GILBERT ST	SN BERNRDNO	92404-
9091994001	670 E. GILBERT ST	SN BERNRDNO	92404-
9091994352	670 E. GILBERT ST BSMT	SN BERNRDNO	92404-
9091994531	670 E. GILBERT ST	SN BERNRDNO	92404-
9091995691	670 E. GILBERT ST	SN BERNRDNO	92404-
9091997048	670 E. GILBERT ST	SN BERNRDNO	92404-

9091997508	351 N. ARROWHEAD AVE FLOOR 2	SN BERNRDNO	92401-1605
9091997509	351 N. ARROWHEAD AVE FLOOR 2	SN BERNRDNO	92401-
909FD00555	13087 GROVE AVE	ONTARIO	91762-

Special access line - 2-wire

9091676861	104 W. 4TH ST	SN BERNRDNO
9091676862	104 W. 4TH ST	SN BERNRDNO
9091676863	104 W. 4TH ST	SN BERNRDNO
9091676874	104 W. 4TH ST	SN BERNRDNO
9091676875	104 W. 4TH ST	SN BERNRDNO
9099411488	10510 CIVIC CENTER DR	RCH CUCAMONGA
9091821078	14280 PEYTON DR	CHINO HILLS
760PL62693	14455 CIVIC DR	VICTORVILLE
9091675049	1560 N. MOUNTAIN AVE	ONTARIO
9098808061	1650 W. 16TH ST	SN BERNRDNO
9091810118	18000 INSTITUTION RD	SN BERNRDNO
9091810119	18000 INSTITUTION RD	SN BERNRDNO
9091810128	18000 INSTITUTION RD	SN BERNRDNO
9091810225	18000 INSTITUTION RD	SN BERNRDNO
9098879593	1982 OAK SPRNGS CANYON	LYTLE CREEK
9091810004	2024 ORANGE TREE LN	REDLANDS
9097988400	216 BROOKSIDE AVE	REDLANDS
7601201123	225 E. MOUNTAIN VIEW ST	BARSTOW
7601223003	225 E. MOUNTAIN VIEW ST	BARSTOW
9091991199	2413 N. EUCLID AVE REAR	UPLAND
9093384981	24171 LAKE DR	CRESTLINE
9091821008	26010 HIGHWAY 189	TWIN PEAKS
9091811464	29101 HOSPITAL RD	LK ARROWHEAD
7601220234	300 E. MOUNTAIN VIEW ST	BARSTOW
9091810167	32985 CANYON DR	GREEN VLY LK
9091810709	33900 OAK GLEN RD	YUCAIPA
9091810266	351 N. ARROWHEAD AVE	SN BERNRDNO
9091814614	351 N. ARROWHEAD AVE	SN BERNRDNO
9093873800	385 N. ARROWHEAD AVE 385 N. ARROWHEAD AVE FLOOR	SN BERNRDNO
9091810268	1	SN BERNRDNO
9090600226	477 SUMMIT BL	BIG BEAR LAKE
9091983343	477 SUMMIT BL	BIG BEAR LAKE
9091810514	606 E. MILL ST	SN BERNRDNO
7601997655	6527 WHITE FEATHER RD	JOSHUA TREE
7603664100	6527 WHITE FEATHER RD	JOSHUA TREE
7601100893	655 E. 3RD ST	SAN BRDO
9091109573	655 E. 3RD ST	SAN BERNARDNO
9091821368	655 E. 3RD ST	SN BERNRDNO
9091821394	655 E. 3RD ST	SN BERNRDNO
9093876900	670 E. GILBERT ST	SN BERNRDNO
9093877700	670 E. GILBERT ST	SN BERNRDNO
9096068833	7000 MERRILL AVE	CHINO
7603679504	73663 MANANA DR	TWENTYNIN PLM

9091811387	777 E. RIALTO AVE	SN BERNRDNO
9091811397	777 E. RIALTO AVE	SN BERNRDNO
9093878899	777 E. RIALTO AVE	SN BERNRDNO
9091810318	825 E. 3RD ST	SN BERNRDNO
9091810601	825 E. 3RD ST	SN BERNRDNO RCH
9099809960	9638 7TH ST	CUCAMONGA
9098674815	HIGHWAY 18	RUNNING SPGS
7600010056	NATIONAL TRAILS HY	HELENDAL

Voice Mail

7602463344	10370 RANCHO RD	ADELANTO	92301- 2275
9097971691	11911 S. OAK GLEN RD	YUCAIPA	92399- 9754
9098992563	12158 BASELINE RD TRLR	RCH CUCAMONGA	91739- 8802
9097973585	12236 CALIFORNIA ST	YUCAIPA	92399- 4350
7608439275	13180 CAMERON ST	VICTORVILLE	92392- 8317
9097940327	1331 OPAL AVE	MENTONE	92359- 92401- 1503
9098899255	136 CAROUSEL MALL	SN BERNRDNO	92392- 2407
7602433773	13911 PARK AVE STE 200	VICTORVILLE	91709- 5442
9094651895	14000 CITY CENTER DR	CHINO HILLS	92395- 4500
7609517591	14075 HESPERIA RD SUITE 201	VICTORVILLE	92307- 3061
7602472022	14901 DALE EVANS PKWY	APPLE VALLEY	92392- 2410
7602416437	15346 BONANZA RD SUITE A	VICTORVILLE	92392- 92411- 2569
7602692031	15371 CIVIC DR	VICTORVILLE	92345- 3466
9093865126	1543 W. 8TH ST	SN BERNRDNO	92395- 4012
7609498526	15555 MAIN ST STE G	HESPERIA	92395- 4012
7602455312	16200 DESERT KNOLL DR	VICTORVILLE	91761- 4014
7609518810	16200 DESERT KNOLL DR	VICTORVILLE	92311- 3231
9096730235	1640 S. GROVE AVE	ONTARIO	92373- 8011
7602555400	170 N. YUCCA AVE	BARSTOW	92395- 92405- 92408- 3457
9097921857	1740 W. REDLANDS BLVD	REDLANDS	92358- 92404- 2923
7602452226	18000 YATES RD GATE FRONT	VICTORVILLE	92311- 2804
9098804158	18101 INSTITUTION RD	SN BERNRDNO	92401- 1733
9098900657	1874 S. BUSINESS CENTER DR	SN BERNRDNO	92401- 1732
9098879593	1982 OAK SPRNGS CANYON	LYTLE CREEK	92325-
9098816755	1997 E. MARSHALL BLVD	SN BERNRDNO	
7602564621	200 E. BUENA VISTA ST	BARSTOW	
9093817992	215 N. D ST FL 2	SN BERNRDNO	
9098913446	215 N. D ST STE 202	SN BERNRDNO	
9093384689	23406 CREST FOREST DR	CRESTLINE	

9093382233	24171 LAKE DR	CRESTLINE	92325-92408-1350
9098911368	247 S. BOYD AVE	SN BERNRDNO	92385-92356-
9093370678	29898 HIGHWAY 18	SKYFOREST	92356-
7602482109	32818 VERDUGO AVE	LUCERNE VLY	92356-
7602487048	33187 HIGHWAY 247	LUCERNE VLY	92341-92399-2434
9098672176	33596 GREEN VLY LAKE RD	GREEN VLY LK	92359-9783
9097903105	34282 YUCAIPA BLVD	YUCAIPA	92371-4454
9097948176	34701 MILL CREEK RD	MENTONE	92339-9663
7608681006	4050 PHELAN RD 41003 VLLY OF THE FLS DR	PHELAN	92315-92407-1834
9093892435	UNIT	FOREST FALLS	92315-92311-3910
9098666480	41220 PARK AVE	BIG BEAR LAKE	92284-3607
9098877501	4595 N. HALLMARK PY	SN BERNARDINO	92284-2932
9098667623	477 SUMMIT BL	BIG BEAR LAKE	92284-2907
7602565544	536 E. VIRGINIA WAY	BARSTOW	92284-2907
7603697069	56357 PIMA TRL	YUCCA VALLEY	92397-92311-2332
7602285455	57098 29 PALMS HWY	YUCCA VALLEY	92252-2147
7602285422	57407 29 PALMS HWY	YUCCA VALLEY	92252-6604
7602285426	57407 29 PALMS HWY	YUCCA VALLEY	92252-6604
7602491996	5980 ELM ST	WRIGHTWOOD	91710-9091
7602566213	610 E. MAIN ST	BARSTOW	91710-9091
7603668415	6171 SUNBURST AVE	JOSHUA TREE	92277-2236
7603659413	6527 WHITE FEATHER RD	JOSHUA TREE	92410-4972
7603679546	6527 WHITE FEATHER RD	JOSHUA TREE	93562-2121
9095971510	7000 MERRILL AVE BLDG 550	CHINO	91739-9662
9095973910	7000 MERRILL AVE BLDG A550	CHINO	92345-3242
7603614636	73629 SUN VALLEY DR	TWENTYNIN PLM	91763-3200
9098883587	8088 PALM LN	SN BERNRDNO	
7603725988	83732 TRONA RD	TRONA	
9098994371	9478 ETIWANDA AVE	RCH CUCAMONGA	
7602444898	9650 7TH AVE	HESPERIA	
9096244671	9955 FREMONT AVE	MONTCLAIR	

Miscellaneous Features

Enhanced Call Forwarding, Call Forwarding-Variable, Call Forwarding- rotary, Call Waiting/Cancel Call Waiting, Call Fwd-Busy fixed-perm activated, Enhanced Call Forwarding, Call Trace, Caller ID, Third number screening, Speed Dialing, Call Restriction

9094842745	10428 FOOTHILL BLVD	RCH CUCAMONGA	91730-3729
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9099411488	10510 CIVIC CENTER DR	RCH	91730-3801
7602465111	11741 HARDY AVE	CUCAMONGA	92301-1626
7602451100	12550 JACARANDA ST	ADELANTO	92395-5183
7602564200	1300 E. MOUNTAIN VIEW ST	VICTORVILLE	92311-3202
7603725598	13207 MARKET ST	BARSTOW	92311-3202
7602457904	14297 AMARGOSA RD	TRONA	93562-1918
7602451376	14455 CIVIC DR	VICTORVILLE	92392-2319
9096061901	14467 CENTRAL AVE	VICTORVILLE	92392-2312
7603884719	1488 COMMUNITY LN	CHINO	91710-9501
7602451278	15100 MEYER ST	ADELANTO	92301-
7609561266	16453 BEAR VALLEY RD	ORO GRANDE	92368-
9098866737	1669 N. E ST	HESPERIA	92345-1752
7603892322	18107 HIGHWAY 173	SN BERNRDNO	92405-4498
9098673683	1920 WILDERNESS RD	HESPERIA	92345-
9098816755	1997 E. MARSHALL BLVD	RUNNING SPGS	92382-
7602404716	21600 CORWIN RD	SN BERNRDNO	92404-2923
7602472371	21600 CORWIN RD	APPLE VALLEY	92307-1004
9099822611	2400 N. EUCLID AVE	APPLE VALLEY	92307-6319
9098673489	2625 WHISPERING PINS DR	UPLAND	91784-1184
7602563631	29802 HIGHWAY 58	RUNNING SPGS	92382-
9093370678	29898 HIGHWAY 18	BARSTOW	92311-
7602554090	301 E. MOUNTAIN VIEW ST	SKYFOREST	92385-
7602537704	37278 FLOWER RD	BARSTOW	92311-2886
7602574756	39059 KATHY LN	HINKLEY	92347-
7602542422	39500 NATIONAL TRLS HWY BLDG 7	NEWBERRY	
7608681006	4050 PHELAN RD	SPGS	92365-9005
9098660199	477 SUMMIT BL	DAGGETT	92327-9750
7602494903	6025 PARK DR	PHELAN	92371-4454
9093800377	654 W. OAK ST	BIG BEAR LAKE	92315-
9098909392	808 E. MILL ST	WRIGHTWOOD	92397-
7603643626	820 N. LANDERS LN	SN BERNRDNO	92410-3338
9094817198	8303 HAVEN AVE	SN BERNRDNO	92408-1614
9093938765	8348 KIMBALL AVE BLDG F325	LANDERS	92285-
7603725988	83732 TRONA RD	RCH	
9099486979	9324 SAN BERNARDINO RD	CUCAMONGA	91730-3848
7602444898	9650 7TH AVE	CHINO	91708-9211
		TRONA	93562-2121
		RCH	
		CUCAMONGA	91730-2627
		HESPERIA	92345-3242

LOCAL USAGE

7602463344	10370 RANCHO RD	ADELANTO	92301-2275
9094842745	10428 FOOTHILL BLVD	RCH CUCAMONGA	91730-3729
7608686565	10433 MOUNTAIN RD	PINON HILLS	92372-92301-
7605302900	10875 RANCHO RD	ADELANTO	3410
9093072659	111 W. LUGONIA AV	REDLANDS	92374-2235
9097991228	1140 E. COOLEY AVE	SN BERNRDNO	92408-

			2847
9093879478	1170 W. 3RD ST	SN BERNRDNO	92410-1715
7602468007	11739 HARDY AVE	ADELANTO	92301-
9098669714	1178 CHICKASAW ST	FAWNSKIN	92333-92411-2212
9093814294	1180 W. 9TH ST	SN BERNRDNO	92371-92345-1855
7609490502	11855 E ST	PHELAN	91739-8802
7602447604	11951 HESPERIA RD	HESPERIA	91739-8802
9098992652	12158 BASELINE RD TRLR	RCH CUCAMONGA	91739-8802
9098992563	12158 BASELINE RD TRLR	RCH CUCAMONGA	91739-8802
9098994366	12158 BASELINE RD TRLR	RCH CUCAMONGA	92395-5871
7609559885	12402 INDUSTRIAL BLVD BLDG D	VICTORVILLE	92392-
7609480777	12820 EUCALYPTUS ST	VICTORVILLE	92392-92392-8317
7602411762	13086 AMETHYST RD	VICTORVILLE	93562-
7608439275	13180 CAMERON ST	VICTORVILLE	92359-92401-1503
7603724096	13207 MARKET ST	TRONA	92392-2407
9097940327	1331 OPAL AVE	MENTONE	92392-2407
9098899255	136 CAROUSEL MALL	SN BERNRDNO	91709-5442
7602430703	13911 PARK AVE STE 200	VICTORVILLE	92395-4500
7602433773	13911 PARK AVE STE 200	VICTORVILLE	91709-92392-2312
9094651895	14000 CITY CENTER DR	CHINO HILLS	92392-2340
7609517591	14075 HESPERIA RD SUITE 201	VICTORVILLE	92408-0118
9093642437	14077 PEYTON DR	CHINO HILLS	92408-92307-3061
7602454211	14455 CIVIC DR	VICTORVILLE	92411-1202
7608432770	14477 AMARGOSA RD STE 1	VICTORVILLE	92392-92395-3700
9093825417	1454 E. 2ND ST	SN BERNRDNO	92411-2569
9093824165	1455 E. 3RD ST	SN BERNRDNO	92392-2225
7602472022	14901 DALE EVANS PKWY	APPLE VALLEY	92345-3466
9098877525	1505 W. 17TH ST STE 1	SN BERNRDNO	92345-2007
7602415877	15182 EL EVADO RD	VICTORVILLE	92401-92401-91708-9370
7602437667	15247 11TH ST STE 700	VICTORVILLE	92345-3525
9093865126	1543 W. 8TH ST	SN BERNRDNO	92307-1319
7602432044	15455 SENECA RD	VICTORVILLE	
7609498526	15555 MAIN ST STE G	HESPERIA	
7609472674	15660 EUCALYPTUS ST	HESPERIA	
9093817954	157 W. 5TH ST	SN BERNRDNO	
9093878303	157 W. 5TH ST	SN BERNRDNO	
9096062173	15850 MAIN ST	CHINO	
7609488700	15980 MAIN ST	HESPERIA	
7602420270	16095 TUSCOLA RD	APPLE VALLEY	

7602455312	16200 DESERT KNOLL DR	VICTORVILLE	92395-4012
7609518810	16200 DESERT KNOLL DR	VICTORVILLE	92395-4012
7602461219	16365 BEAVER RD	ADELANTO	92301-3909
9094589500	1637 E. HOLT BLVD	ONTARIO	91761-2107
9099302561	1640 S. GROVE AVE	ONTARIO	91761-4014
9096730235	1640 S. GROVE AVE	ONTARIO	91761-4014
9098808061	1650 W. 16TH ST	SN BERNRDNO	92411-1179
9098866737	1669 N. E ST	SN BERNRDNO	92405-4498
9093938428	16700 EUCLID AVE	CHINO	91708-9345
9093931344	16700 EUCLID AVE	CHINO	91708-9345
7602555400	170 N. YUCCA AVE	BARSTOW	92311-3231
7602457057	17008 SILICA DR	VICTORVILLE	92395-7806
9095978332	17127 POMONA RINCON RD	CHINO	91708-9285
7609482160	17130 MESA ST	HESPERIA	92345-5155
9093811068	172 W. 3RD ST	SN BERNRDNO	92401-
9098883136	172 W. 3RD ST FL 5TH	SN BERNRDNO	92401-92395-
7608435100	17270 BEAR VALLEY RD	VICTORVILLE	7751
7609495506	17288 OLIVE ST	HESPERIA	92345-6012
9097921857	1740 W. REDLANDS BLVD	REDLANDS	92373-8011
7609470285	17443 LEMON ST	HESPERIA	92345-5151
7602440219	17470 ALDER ST	HESPERIA	92345-5083
7602452226	18000 YATES RD GATE FRONT	VICTORVILLE	92395-92408-
9098905466	1808 S. COMMERCENTER DR W STE	SN BERNRDNO	3302
9098804158	18101 INSTITUTION RD	SN BERNRDNO	92405-92408-
9094783815	1833 RIVERVIEW DR SUITE D	SN BERNRDNO	3035
7602466479	18550 READINESS ST	VICTORVILLE	92394-92408-
9093860437	1874 S. BUSINESS CENTER DR	SN BERNRDNO	3457
9098900657	1874 S. BUSINESS CENTER DR	SN BERNRDNO	92408-3457
9098816755	1997 E. MARSHALL BLVD	SN BERNRDNO	92404-2923
7602564621	200 E. BUENA VISTA ST	BARSTOW	92311-2804
9093072669	2024 ORANGE TREE LN	REDLANDS	92374-4560
9098812121	2035 N. D ST	SN BERNRDNO	92405-3935
9099886571	207 W. D ST	ONTARIO	91762-3411
7602475092	21101 DALE EVANS PKWY	APPLE VALLEY	92307-9356
7609617165	21101 DALE EVANS PKWY	APPLE VALLEY	92307-9356
7602474470	21600 CORWIN RD BLDG A360	APPLE VALLEY	92307-6319
7602407415	21600 CORWIN RD HNGR A310	APPLE VALLEY	92307-

			6319
7602472273	21600 CORWIN RD HNGR A315	APPLE VALLEY	92307-6319
7602401180	21600 CORWIN RD HNGR SHRIF	APPLE VALLEY	92307-6319
7609610602	21600 CORWIN RD HNGR SHRIF	APPLE VALLEY	92307-6319
9093381618	21775 DOYLE RD	CEDARPINES PK	92322-92408-0216
9093822151	2235 E. PERIMETER RD	SN BERNRDNO	92325-
9093383713	23188 CREST FOREST DR	CRESTLINE	92325-
9093384689	23406 CREST FOREST DR	CRESTLINE	92325-
9093382233	24171 LAKE DR	CRESTLINE	92325-
9093381251	24385 LAKE DR	CRESTLINE	92325-
9093381674	24640 SAN MORITZ DR	CRESTLINE	92325-92408-1350
9098911368	247 S. BOYD AVE	SN BERNRDNO	92407-1540
9098877531	2534 GLEN HELEN PKWY	SN BERNRDNO	92401-1735
9093884205	255 N. D ST	SN BERNRDNO	92311-7212
7602532336	25757 AGATE RD	BARSTOW	92382-
9098675434	2677 WHISPERING PINES D	RUNNING SPGS	92382-
9098673604	2677 WHISPERING PINS DR	RUNNING SPGS	92317-92311-6608
9093367509	26830 STATE HIGHWAY 189	BLUE JAY	92408-92407-6328
7602528626	2700 BARSTOW RD	BARSTOW	92407-6629
9093825411	2824 E. W ST	SN BERNRDNO	92311-
9093825409	2824 E. W ST	SN BERNRDNO	92352-92373-4710
9098872727	2852 N. MACY ST	SN BERNRDNO	92352-92401-1805
9098872115	2969 N. FLORES ST	SN BERNRDNO	92382-
7602565895	29802 HIGHWAY 58	BARSTOW	92356-
9093376473	29829 HIGHWAY 18	LK ARROWHEAD	92341-92401-1545
9097928755	30 CAJON ST	REDLANDS	92401-1545
9093371042	301 S. HIGHWAY 173	LK ARROWHEAD	92356-92399-3152
9098855194	306 W. 2ND ST STE 200	SN BERNRDNO	92399-3152
9098674086	31565 HILLTOP BLVD STE C	RUNNING SPGS	92399-3152
7602482109	32818 VERDUGO AVE	LUCERNE VLY	92399-2434
9098673517	32985 CANYON DR	GREEN VLY LK	92399-2434
9098880685	330 N. D ST FL 5	SN BERNRDNO	92399-2434
9098888016	330 N. D ST FL 5	SN BERNRDNO	92399-2434
7602487048	33187 HIGHWAY 247	LUCERNE VLY	92399-2434
9097903165	33900 OAK GLEN RD	YUCAIPA	92399-2434
9097903127	33900 OAK GLEN RD	YUCAIPA	92399-2434
9097903126	33900 OAK GLEN RD	YUCAIPA	92399-2434
9097903106	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903103	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903111	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903108	34282 YUCAIPA BLVD	YUCAIPA	92399-2434

9097903177	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903175	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903107	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903182	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903176	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903181	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903109	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903185	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097903105	34282 YUCAIPA BLVD	YUCAIPA	92399-2434
9097948176	34701 MILL CREEK RD	MENTONE	92359-9783
9093812753	351 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92408-
9093884141	351 N. MOUNTAIN VIEW AVE RM 10	SN BERNRDNO	92408-
7602486489	36188 RODEO RD	LUCERNE VLY	92356-
9093865045	364 N. MOUNTAIN VIEW AVE	SN BERNRDNO	92401-
7602542518	36600 GHOST TOWN RD	YERMO	92398-
7602543828	36600 GHOST TOWN RD	YERMO	92398-
7602543679	36600 GHOST TOWN RD	YERMO	92398-
7602542122	36600 GHOST TOWN RD	YERMO	92398-
7602543068	36600 GHOST TOWN RD OFC	YERMO	92398-
7602543452	36600 GHOST TOWN RD OFC	YERMO	92398-
9093873800	385 N. ARROWHEAD AVE	SN BERNRDNO	92415-1002
9095847643	38550 HOLCOMB VALLEY RD	BIG BEAR CITY	92314-92327-
7602541181	39500 NATIONAL TRAILS HW	DAGGETT	9750
9098853020	402 N. D ST	SN BERNRDNO	92401-1423
9098666337	40940 PENNSYLVANIA AVE RM 28	BIG BEAR LAKE	92315-
9098669707	41180 PARK AVE	BIG BEAR LAKE	92315-92408-
9098913500	412 W. HOSPITALITY LN SUITE 1	SN BERNRDNO	3252
9098669709	41218 PARK AVE	BIG BEAR LAKE	92315-
9098666480	41220 PARK AVE	BIG BEAR LAKE	92315-
9098669700	41220 PARK AVE	BIG BEAR LAKE	92315-
9098665571	41930 GARSTIN DR	BIG BEAR LAKE	92315-
9095841299	43285 GOLDMINE DR	BIG BEAR LAKE	92315-91764-
9099841454	440 N. ALLYN AVE	ONTARIO	3805
9098877501	4595 N. HALLMARK PY	SN BERNARDINO	92407-1834
9098667669	477 SUMMIT BL	BIG BEAR LAKE	92315-92407-
9098877537	4777 N. STATE ST	SN BERNRDNO	3321
9098872212	497 N. LYTLE CREEK RD	LYTLE CREEK	92358-9726
9098850789	503 E. CENTRAL AVE	SN BERNRDNO	92408-2313
9094636577	5075 COYOTE CANYON RD	FONTANA	92336-92311-
7602565544	536 E. VIRGINIA WAY	BARSTOW	3910
7603643211	55481 JESSE RD	LANDERS	92285-

9096270206	5585 RIVERSIDE DR	CHINO	91710-4320
7602285200	56357 PIMA TR	YUCCA VALLEY	92284-3607
7603697069	56357 PIMA TRL	YUCCA VALLEY	92284-3607
7603697424	56389 PIMA TRL	YUCCA VALLEY	92284-3607
7602285455	57098 29 PALMS HWY	YUCCA VALLEY	92284-2932
7602283381	57201 29 PALMS HWY	YUCCA VALLEY	92284-2929
7602285435	57407 29 PALMS HWY	YUCCA VALLEY	92284-2907
7602285406	57407 29 PALMS HWY	YUCCA VALLEY	92284-2907
7602285404	57407 29 PALMS HWY	YUCCA VALLEY	92284-2907
7602285426	57407 29 PALMS HWY	YUCCA VALLEY	92284-2907
7602285422	57407 29 PALMS HWY	YUCCA VALLEY	92284-2907
7603693079	57485 AVIATION DR STE B	YUCCA VALLEY	92284-3009
7603653334	57485 AVIATION DR SUITE A	YUCCA VALLEY	92284-3009
7602281991	58612 ABERDEEN DR	YUCCA VALLEY	92284-1154
7603610703	6078 ADOBE RD	TWENTYNIN PLM	92277-2389
7603679519	6078 ADOBE RD	TWENTYNIN PLM	92277-2389
7603671146	6078 ADOBE RD	TWENTYNIN PLM	92277-2389
7603660378	6171 SUNBURST AVE	JOSHUA TREE	92252-2147
7603668415	6171 SUNBURST AVE	JOSHUA TREE	92252-2147
7603668615	6465 PARK BLVD	JOSHUA TREE	92252-2371
7603679546	6527 WHITE FEATHER RD	JOSHUA TREE	92252-6604
7603659413	6527 WHITE FEATHER RD	JOSHUA TREE	92252-6604
9093836516	654 W. OAK ST	SN BERNRDNO	92410-3338
9093800377	654 W. OAK ST	SN BERNRDNO	92410-3338
9093878313	655 E. 3RD ST	SN BERNRDNO	92410-4957
9098888459	665 N. E ST	SN BERNRDNO	92410-3012
9093813916	670 E. GILBERT ST	SN BERNRDNO	92404-
9098851976	670 E. GILBERT ST	SN BERNRDNO	92404-
9093877700	670 E. GILBERT ST	SN BERNRDNO	92404-
9093876900	670 E. GILBERT ST	SN BERNRDNO	92404-
7603668423	6715 PARK BLVD	JOSHUA TREE	92252-2534
9096064208	7000 MERRILL AVE BLDG 550	CHINO	91710-9091
9095482396	7000 MERRILL AVE BLDG 550	CHINO	91710-9091
9095971510	7000 MERRILL AVE BLDG 550	CHINO	91710-9091
9095973910	7000 MERRILL AVE BLDG A550	CHINO	91710-9091
9095973209	7000 MERRILL AVE HNGR A340	CHINO	91710-9091

7603614636	73629 SUN VALLEY DR	TWENTYNIN PLM	92277-2236
7603679504	73663 MANANA DR	TWENTYNIN PLM	92277-1724
7603679885	73663 MANANA DR	TWENTYNIN PLM	92277-1724
9093878899	777 E. RIALTO AVE	SN BERNRDNO	92408-92277-8107
7603618548	78569 29 PALMS HWY	TWENTYNIN PLM	92408-2449
9098901893	790 S. GIFFORD AVE	SN BERNRDNO	92408-2449
9093884191	790 S. GIFFORD AVE	SN BERNRDNO	91730-3052
9099480568	7974 HAVEN AVE STE 220A	RCH CUCAMONGA	92374-2550
9097936399	800 E. LUGONIA AVE	REDLANDS	92314-92277-7900
9095840322	800 GREENWAY DR	BIG BEAR CITY	92410-4972
7603673761	80526 AMBOY RD	TWENTYNIN PLM	92285-91730-3851
9098883587	8088 PALM LN	SN BERNRDNO	91730-3893
7603643626	820 N. LANDERS LN	LANDERS	91730-4898
9094661129	8280 UTICA AVE SUITE 150	RCH CUCAMONGA	92411-2043
9099445106	8401 HAVEN AVE	CUCAMONGA	91763-1722
9099451574	8711 MONROE CT STE A	RCH CUCAMONGA	92345-7934
9098880493	901 N. WILSON ST	SN BERNRDNO	92345-3375
9096252172	9190 MONTE VISTA AVE	MONTCLAIR	91730-4580
7609484411	9352 E. AVE	HESPERIA	91730-4550
7602442138	9430 11TH AVE	HESPERIA	91730-4550
9094833241	9507 ARROW ROUTE BLDG 7	RCH CUCAMONGA	92371-91730-5610
9094814215	9567 ARROW HWY BLDG 1	RCH CUCAMONGA	91730-5610
9094814251	9567 ARROW HWY BLDG 1	RCH CUCAMONGA	92345-3242
7608684728	9625 BEEKLEY RD	PHELAN	92345-3037
9099809960	9638 7TH ST	RCH CUCAMONGA	92345-3493
9099453700	9638 7TH ST	RCH CUCAMONGA	92371-92408-0131
7609474383	9650 7TH AVE	HESPERIA	92373-
7609564500	9655 9TH AVE	HESPERIA	
7609479757	9700 7TH AVE	HESPERIA	
7608685230	9898 CLOVIS RD	PHELAN	
9093825407	HNGR 695 294 S. LELAND NORTON WAY	SN BERNRDNO	
9093359199	SAN TIMOTEO CYN RD	REDLANDS	