



U.S. Services Agreement

APEX, TOWN OF (Customer)	<p>Verizon's presentation of this Agreement to Customer is an offer by Verizon to bind all Parties to the terms stated herein, which Customer may accept by signing and submitting it to Verizon without alteration on or before the date specified under the signature block below.</p>
Signature:	
Name: Erika Sacco	
Title: Administrative	
Date:	
Email: Erika.Sacco@apexnc.org	

Valid if signed and submitted to Verizon by 10-Nov-2022.

MASTER TERMS

This U.S. Services Agreement ("Agreement") is entered into pursuant to and includes the online Master Terms found at www.verizon.com/business/service_guide/reg/g-omt-us-toc-2021MAR01.htm (as modified by the part of this document labeled Master Terms), as well as the Service Attachment(s) and pricing (including promotions) set out in the parts of this document labeled Service Terms and Pricing. Customer agrees that all future Orders will be subject to the terms of the Agreement. This Agreement is binding on the Commencement Date.

Customer understands that the online Master Terms and Service Attachments include service descriptions, requirements, service level agreements (where applicable), payment terms and other terms and conditions, which materially affect the rights, obligations and remedies of all Parties.

Verizon may change the Master Terms and Service Terms from time to time, effective upon 15 days posting or other notice. By continuing to use Service(s) after a change becomes effective, you agree to be bound by the changed terms, which apply to new and previously-ordered Services. It is Customer's responsibility to check the online Master Terms and Service Terms regularly for changes.

The Parties acknowledge the Agreement includes consent to use CPNI to market new Services. Additional Provision(s).

1. Provisions relating to General Terms.

Section 17.2 Governing Law and Venue, of the online Master Terms is hereby deleted and replaced with the following:

17.2 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of North Carolina, without regard to its choice of law principles, except where the Communications Act of 1934 applies. The Parties waive all objections to venue in the US District Court for the Eastern District of North Carolina or state courts within Wake County, North Carolina, as applicable.

Section 17.3 Dispute Resolution, of the online Master Terms is hereby deleted.

Section 20 Definitions, Subsection "Confidential Information," of the online Master Terms is hereby deleted and replaced with the following:

"Confidential Information" means information (in whatever form): (a) designated as confidential; (b) relating to the Party's business affairs, customers, products, developments, trade secrets, intellectual property rights, knowhow or personnel; or (c) received or discovered at any time that the Agreement is in effect, or otherwise in connection with the Agreement, by a Party (including through an Affiliate or other agent), which information should reasonably have been understood as Confidential Information of the 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 does not include information that: (i) is in the possession of the receiving Party free of any obligation of confidentiality at the time of its disclosure, (ii) is or becomes publicly known other than by a breach of this provision, (iii) is received without restriction from a third party free to disclose it, (iv) is developed independently by the receiving Party without reference to the Confidential Information, or (v) is a "public record" as defined by Chapter 132 of the North Carolina General Statutes.

The following sections shall be added to the online Master Terms for this Agreement:

21. **E-VERIFY.** Verizon shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Verizon shall require all of Verizon's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).
22. **ANTI-HUMAN TRAFFICKING.** Verizon warrants and agrees that no labor supplied by Verizon or Verizon's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.
23. **NONDISCRIMINATION.** Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Verizon hereby warrants and agrees that Verizon will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.
24. **NON-APPROPRIATION.** Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Customer are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Customer to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Customer.



Parties	
Customer: APEX, TOWN OF	Verizon: Verizon Business Network Services LLC on behalf of affiliates identified in this Agreement or in the online Service Publication and Price Guide (individually and collectively "Verizon Providers of U.S. Services")
Registered Office Address: 73 HUNTER ST APEX, NC 27502-2312	Registered Office Address: One Verizon Way Basking Ridge, NJ 07920
USA	USA
Registered No., ABN or CIN (if applicable): N/A	Registered No. or ABN (if applicable): Not applicable
VAT/GST/Consumption Tax Number (if applicable): 566001166	VAT/GST/Consumption Tax Number (if applicable): N/A
Additional Legal Entity Information (if applicable):	Additional Legal Entity Information (if applicable): Not applicable
Address for Notices: 73 HUNTER ST APEX, NC 27502-2312 USA Erika.Sacco@apexnc.org	Address for Notices: Verizon Business Services 10000 Park Meadows Drive Lone Tree, CO 80124 Attn: Customer Service Email: notice@verizon.com With a subject of "OFFICIAL LEGAL NOTICE"

SERVICE TERMS

The "+" following the Service name indicates it is an Optimized Service; it is not a part of the Service name. The absence of a "+" following the service name indicates it is a non-Optimized Service.

New Services

1. **Virtual Network Services +**; terms are located at www.verizon.com/business/service_guide/reg/vnsplus-toc-2022MAR15.htm.

PRICING

(Quote ID : 210063097 version: 0)

1. **COMMITMENTS.** Customer agrees to the following pricing terms, as further described in the Master Terms. Additional commitments may be set out in the Service Order Form details.

Volume Commitments	
Annual Volume Commitment (USD)	24,000
Volume Commitment Period (months)	36
Underutilization Charge %	75
Early Termination Charge %	75



2. GENERAL PROMOTIONS

2.1 **Promotions for Optimized Services.** The following promotions will be applied to Optimized Services as indicated below.

Verizon Services 90 Day Satisfaction Guarantee for Contract	https://enterprise.verizon.com/service_guide/reg/pr_verizon_services_90_day_satisfaction_guarantee_for_contract_promotion_v2.pdf
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Promotion Name	Promotional Terms
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PRICEBOOK PRICING On-line pricing is fixed for the commitment period, unless otherwise stated.

PRICEBOOK TERMS:

1. **OPTIMIZED SERVICES.** For new orders after the execution of this amendment, the rates, charges and discounts set forth below will be effective immediately upon install, unless otherwise stated below.
2. **NON-OPTIMIZED SERVICES.** The following terms apply only to non-Optimized Services:
 - 2.1 **Pricing Plan.** "Standard" rates and charges means the Verizon Business Services III (VBS III) pricing plan, where applicable unless stated otherwise below.
 - 2.2 **Rates and Charges.** Refer to the pricing section of the Service Terms for details about which Rates and Charges are fixed for the commitment period and those which are subject to change. All other charges not stated below will continue to apply.
 - 2.3 **Effective Date.** Except where stated otherwise for a particular service, the rates, charges and discounts set forth below will be effective on the 1st day of the 2nd billing cycle following Customer's signature and delivery of this contract to Verizon for non-Optimized services.

NEW SERVICE(S)

1. VIRTUAL NETWORK SERVICES + (OPTIMIZED)

1.1 **Standard Service Charges**

Standard Charges	
Standard Charges as of 12-Aug-2022 are at the following URL: https://enterprisecenter.verizon.com/enterprisesolutions/global/viewProductDesc.do?product=PR_VNS&c_urr=USD&date=08122022&scenarioid=294243974	
Service Type	Discount Off Standard Service Charge

