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✓ No Action
verizon

Verizon Northwest Inc.

P.O. Box 1003
Everett, WA 98206-1003
Fax: 425-261-5262

July 9, 2009

Washington Utilities and
Transportation Commission
P.O. Box 47250
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504-7250

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2009 JUL 10 AM 8:13
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 404

To whom it may concern:

Enclosed for the Commission's file is a verified copy of the Interim Service Agreement between Verizon Corporate Resources Group LLC, including Verizon Northwest Inc., and Cellco Partnership, doing business as Verizon Wireless. The footer notwithstanding, the companies are not seeking confidential treatment of this document.

Please note that this is a new affiliate agreement and no docket number has been assigned to this matter.

Please call me at 360-536-5062 if you have any questions.

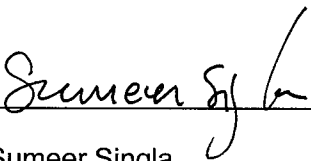
Very truly yours,


Sumeer Singla,
Director
Public Affairs, Policy & Communications

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Interim Service Agreement between Verizon Corporate Resources Group LLC, including Verizon Northwest Inc., and Celco Partnership, doing business as Verizon Wireless.

 Date: 7/9/09

Sumeer Singla
Director
Verizon Northwest Inc.

INTERIM SERVICES AGREEMENT

THIS INTERIM SERVICES AGREEMENT (this "Agreement") dated June 5, 2009, with retroactive effect to April 21, 2008, by and between Verizon Corporate Resources Group LLC, a Delaware Corporation, with offices at One Verizon Way, Basking Ridge, New Jersey 07920, as agent for Verizon Data Services LLC and for Verizon Telecom and Verizon Broadband business units, ("VCRG"), and Celco Partnership d/b/a Verizon Wireless, a Delaware general partnership, with offices at One Verizon Way, Basking Ridge, New Jersey 07920 ("VZW") on behalf of itself and its Affiliates (as defined below).

WHEREAS, VCRG has been requested to procure certain Portal Services (as defined below) for the Verizon Telecom and Verizon Broadband business units ("VzT");

WHEREAS, VZW is willing to provide those Portal Services, on the terms and conditions of this Agreement and a contemplated Definitive Agreement, which the parties agree to negotiate in good faith over the next 60 days (the "Definitive Agreement").

NOW THEREFORE, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

ARTICLE I

General

1.1 Term. This Agreement shall be effective on the date first written above, and subject to the extension or earlier termination as provided herein, shall terminate on April 21, 2013 (the "Term") unless earlier terminated pursuant to the terms hereof or extended by mutual agreement of the parties.

1.2 Termination. Either party may terminate this Agreement at the end of the Initial Term or any renewal thereof by written notice given not less than thirty (30) days prior to the end of the Initial Term or any renewal period.

1.3 Affiliate. References to "Affiliate" in this Agreement shall mean with respect to a party to this Agreement, any entity, including natural person, corporation, partnership, joint venture, or other entity, that is controlled by, under common control with, or controlling such party. "Control," including the correlative terms "controlled by," under "common control with" or "controlling" means the possession, directly or indirectly, of the power in fact or law to direct or cause the direction of management of such entity, whether through ownership or voting securities, by contract or otherwise. For purposes of this Interim Agreement, VZW shall not be considered an Affiliate of VCRG.

ARTICLE II

Services To Be Provided

2.1 VzW has agreed to provide services that will permit certain small business VzT customers to use the current My Business Portal operated by VzW, with enhancements and improvements, for the purposes of managing their VzT Telecom accounts, all as more fully described in the attached Statement of Work ("SOW") (hereinafter "Portal Service").

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2.2. In order to prepare the My Business Portal to accommodate VzT customers, VzW is making certain modifications in the Portal, as more fully described in the SOW and as will be described in the contemplated Definitive Agreement (together with the Portal Service, the "Services").

ARTICLE III

Compensation for Services

3.1 For any Services rendered by VzW under this Interim Agreement, including the certain preparations to My Business Portal required to accommodate VzT customers, VzW shall receive the compensation set forth in the SOW.

ARTICLE IV

Confidentiality and CPNI

4.1 In performing Services under this Agreement, each party shall protect any proprietary and confidential information of VzT, VCRG or VzW, as well as any other information of Verizon Communications Inc. and its Affiliates, in accordance with the Verizon Code of Business Conduct, or, in the case of VzW, the Verizon Wireless Code of Conduct.

4.2 Each party shall abide by the requirements of the Communications Act of 1934, as amended, and the Federal Communications Commission in accessing, safeguarding, disclosing and utilizing Customer Proprietary Network Information (as defined in 47 U.S.C. Section 222(f)(1)) and any information that, either alone or in combination with other data, identifies or uniquely relates to an individual, such as an individual's name, social security number, financial account numbers (e.g., credit or debit card number or bank account information), account passwords and pass codes, driver's license and/or government-issued identification number, mother's maiden name, and healthcare records

ARTICLE V

General Covenants

5.1 In performing Services, VzW shall comply with the descriptions and representations as to the Services (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) which appear herein and in the SOW.

5.2 All Services furnished by VzW shall be performed in a diligent, efficient and skillful manner, to VzT's reasonable satisfaction.

5.3 No activity performed pursuant to or in connection with this Agreement shall be provided, directed, controlled, supervised, or managed, and no data or customer communication (voice or data) relating to any Service shall be stored or transmitted, at, in, or through, a site located outside of the United States, except as set forth in the SOW and as may be otherwise approved by VzT or VZW, as the case may be.

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ARTICLE VI

Indemnification

6.1 Each party agrees to indemnify, defend and hold the other party and its directors, officers, partners, employees, agents, successors and assigns ("Indemnified Parties") harmless from any claims, demands, suits, actions, judgments or liabilities (including reasonable costs, expenses and attorney's fees on account thereof) (hereinafter "Claims") that may be made: (a) by anyone for injuries (including death) to persons or damage to property, including theft, resulting in whole or in part from the negligent acts or omissions of a party or those persons furnished by such party, including subcontractors; (b) by third parties to the extent directly caused by a party's breach of this Agreement; (c) by anyone as a result of any violation of any law, ordinance, regulation or code by a party's directors, officers, employees, agents, representatives or subcontractors; or (d) by persons furnished by either one of the parties and its subcontractors (if any) under Worker's Compensation or similar acts. In the case of Indemnities benefitting VCRG, for the purposes of those indemnities, VzT shall be an Indemnified Party to the same extent as VCRG. The parties acknowledge that the Definitive Agreement will address, in a commercially reasonable manner, indemnification for infringement or misappropriation of any intellectual property right of any third party.

6.2 This indemnity does not extend to any portion of Claims caused by either the sole or contributing negligence, misconduct or other fault of the Indemnified Parties.

6.3 The Indemnified Parties shall provide the Indemnifying Party with prompt, written notice of any Claim covered by this indemnification and will cooperate fully with the Indemnifying Party in connection with its evaluation and defense of such Claim. The Indemnifying Party shall have sole control of the defense of the Claim and all negotiations for its settlement or compromise. Notwithstanding the foregoing sentence, the Indemnifying Party shall not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of each Indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each Indemnified Party.

ARTICLE VII

Taxes

7.1 The parties shall cooperate to minimize the sales, use, and other transfer and transaction taxes (including, but not limited to, any governmentally imposed fees, duties, and surcharges) (collectively, "Taxes") that are payable with respect to the provision of services and transfers of property that are contemplated by this Agreement (including any Statement of Work). Any such Taxes that are payable by reason of such provision of services and transfers of property shall be, as between VZW and either Verizon Data Services LLC or one or more of the entities included in the Verizon Telecom and Verizon Broadband business units, the responsibility of the purchaser (e.g. Verizon Data Services LLC or the appropriate entity(ies) included in the Verizon Telecom and Verizon Broadband business units).

ARTICLE VIII

Miscellaneous

8.1 Assignment. Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement to an Affiliate. Either party may subcontract work under this Agreement to an Affiliate and, in the case of VZW, VZW may subcontract work hereunder to IBM Corporation.

8.2 Records and Reports. VzW shall maintain complete records of all charges payable by VCRG under the terms of this Agreement for three (3) years after termination of the Agreement and, in the case of records that support capitalizable labor expense, for a period of seven (7) years after such expense is incurred. All such records shall be maintained in accordance with recognized accounting practices and in conformance with all requirements of law. VCRG shall have the right, through its authorized representatives, to examine and audit such records at reasonable times. The correctness of VzW billing shall be determined by such audits.

8.3 Effective Date of Agreement. Although this Agreement is executed by both parties, to the extent that any law, order, or regulation (including that of any regulatory agency of competent jurisdiction) shall require that this Agreement be filed with or approved by such regulatory agency before this Agreement may be effective, this Agreement shall not be effective in such jurisdiction until the first business day after such approval or filing shall have been obtained or accomplished, or on such other date approved by said regulatory agency.

8.4 Compliance with Law. VzW shall strictly comply with applicable laws, codes, ordinances, orders, rules and regulations of federal, state and local governments and agencies and instrumentalities, including but not limited to, environmental laws, all standards and regulations of appropriate regulatory commissions and similar agencies, and any laws pertaining to employment of labor, hours of labor, health and safety, payment of wages, payment of taxes, and the safeguarding, protection, and disposal of personal or similar information used, maintained, and/or accessed on VCRG's behalf. In the event of an unauthorized disclosure of personal or similar information in violation of the foregoing, VzW shall provide notice of same by e-mail to security.issues@verizon.com within forty-eight (48) hours, and to the contract notice addressee set forth in Section 8.8 (NOTICES) by the means set forth therein. VCRG shall also procure and maintain for the Term any required permits, licenses, consents, approvals and authorizations necessary for VzW, its employees, agents and contractors to perform the obligations under this Agreement.

8.5 Regulatory or Judicial Changes. This Agreement shall at all times be subject to such modifications as are required by regulatory or judicial action. If any provision of this Agreement is declared invalid or any modifications are required by regulatory or judicial action and any such invalid provision or such mandated modification substantially affects any material right or obligation of a party hereto, the remaining provisions of this Agreement shall remain in effect and the parties shall mutually agree upon a course of action with respect to such invalid provision or mandated modification that will, as much as possible, preserve the purposes of this Agreement.

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8.6 Force Majeure. If performance of this Agreement or any obligation hereunder is prevented or interfered with by reason of fire, flood, explosion, war, civil commotion, strike, slowdown, picketing, acts of God or any other circumstance beyond the reasonable control of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention or interference, and the other party shall likewise be excused of performance of its obligations on a day-to-day basis until the prevention or interference has ceased; provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of nonperformance and both parties shall proceed when such causes are removed.

8.7 Relationship of the Parties. Persons furnished by VzW in performance of the Services shall be solely the employees or agents of VzW and shall be under the sole and exclusive direction and control of such party. They shall not be considered employees of VZT or VCRG for any purpose. VzW shall be responsible for compliance with all laws, rules and regulations involving its respective employees or agents, including (but not limited to) employment of labor, hours of labor, health and safety, working conditions and payment of wages. VzW shall also be responsible, respectively, for payment of taxes, including federal, state, and municipal taxes, chargeable or assessed with respect to its employees or agents, such as social security, unemployment, worker's compensation, disability insurance and federal and state income tax withholding. Neither party undertakes by this Agreement or otherwise to perform or discharge any liability or obligation of the other party, whether regulatory or contractual, or to assume any responsibility whatsoever for the conduct of the business or operations of the other party. Nothing contained in this Agreement is intended to give rise to a partnership or joint venture between the parties or to impose upon the parties any of the duties or responsibilities of partners or joint venturers.

8.8 Notices. Any notice to the parties required or permitted under this Agreement shall be deemed to have been received on the date of actual delivery, if delivered personally to the recipient, on the date receipt is acknowledged in writing by the recipient if delivered by regular mail, or on the date stated on the receipt if delivered by certified or registered mail or by an overnight courier service that obtains a written receipt. For purposes of this Agreement, notices to the parties shall be directed to the addresses indicated below unless a written notice of change of address, given in accordance with the requirements of this Section 8.8, is provided to the other party by the party whose address has changed.

Notices to VZW shall be sent to:

Steven E. Zipperstein
Vice President, Legal & External Affairs
and General Counsel
Verizon Wireless
One Verizon Way
Basking Ridge, New Jersey 07920

Notices to VCRG shall be sent to:

Jack M. Farris
Vice President & Deputy General
Counsel
One Verizon Way (VC54S402)
Basking Ridge, NJ 07920-1097
(908) 559-6355

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8.9 Modification; Waiver; Exclusivity. This Agreement may be modified only by a written instrument duly signed by persons authorized to sign agreements on behalf of each party and shall not be modified or supplemented by any course of dealing between the parties. No waiver by either party of any breach or default of any of the covenants or agreements herein contained shall be deemed a waiver of any subsequent breach or default. No right or remedy herein conferred upon either party is exclusive of any other right or remedy herein or by law or in equity provided or permitted.

8.10 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (except that no effect shall be given to any conflicts of law principles of such state that would require the application of the laws of any other jurisdiction).

8.11 Dispute Resolution. In the event of a dispute between the parties arising out of or relating to this Agreement or the interpretation of the terms and conditions hereof, the parties shall submit the dispute in accordance with the following:

(a) 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, as shall the representatives' decision to utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussion 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 any lawsuit without concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted, and may, if otherwise admissible, be admitted in evidence in the lawsuit.

(b) If the negotiations do not resolve the dispute within thirty (30) calendar days of the initial written request, the dispute may be referred by either party to senior executive officers of each party at a vice presidential level or higher to review the claims and attempt to reach a resolution. The same procedures and rights outlined in subsection (a) above with respect to the process for discussion and the treatment of documents shall also apply during the executive discussions.

8.12 Limitation of Liability. In no event shall either party be liable for any incidental, indirect, or consequential damages, even if advised of the possibility of same.

8.13 Intellectual Property. It is expressly acknowledged that the Definitive Agreement will address the treatment of intellectual property developed in the course of providing the Services, including without limitation, the ownership of intellectual property and the terms under which such intellectual property may be licensed to a party.

8.14 Severance. In the event that any provision of this Agreement is held to be in violation of applicable laws, rules, regulations, ordinances, orders, and decisions or is held to be unenforceable, such holding shall not invalidate the entire Agreement. The provision affected by such holding shall be of no further force and effect, shall be severed from the Agreement, and the remaining terms in the Agreement shall continue in effect as though the provision affected by such holding was never in effect. In the event of such severance, the parties shall negotiate in good faith enforceable substitute provisions that carry out the intended effect of the severed provisions.

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8.15 Survival of Obligations. The respective obligations of the parties which by their nature would continue beyond the termination of this Agreement shall survive such termination.

8.16 Entire Agreement. This Agreement constitutes the entire understanding of the parties on the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, or representations on the subject matter hereof.


IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written. Each party represents and warrants that its respective representative whose signature appears below has been and is on the date of signature duly authorized to execute this Agreement and that each party has the authority to enter into this Agreement.

[SIGNATURE PAGE TO FOLLOW]

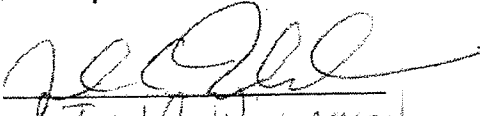
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[SIGNATURE PAGE TO INTERIM SERVICES AGREEMENT]

Cellco Partnership d/b/a
Verizon Wireless

By: 
Name: _____
Title: Lowell C. McAdam
President & CEO
Date: 6/5/09

Verizon Corporate Resources Group LLC

By: 
Name: JOHN C WILLIAMSON
Title: VICE-PRESIDENT
Date: 5/05/09

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STATEMENT OF WORK
Between
Cellco Partnership d/b/a Verizon Wireless
and
Verizon Corporate Corporate Resources Group LLC, as agent for
Verizon Data Services LLC and for Verizon Telecom and Verizon
Broadband business units,
for the
Verizon Business Center Phase 1 and Phase 2 Project
MyBusiness SMB Platform
(Fixed Price)

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1 Verizon Wireless Statement of Work

Verizon Telecom (also referred to herein as "Telecom") and Verizon Broadband (also referred to herein as "Broadband") are coming together to utilize the existing Verizon Wireless Small Business website to create the MyBusiness website. In order to accomplish that objective there is development work that must be undertaken by Verizon Wireless and the Customer (as defined below). Once that development is completed and the work meets User Acceptance Testing ("UAT"), Verizon Wireless will provide ongoing hosting and maintenance for which Verizon Wireless will be paid an annual fee, as set forth herein.

This Statement of Work (SOW) describes the work to be undertaken by Cellco Partnership d/b/a Verizon Wireless, including its subcontractor International Business Machines Corporation ("IBM") (together "Verizon Wireless" or "VZW"), for Verizon Corporate Resources Group LLC, as agent for Verizon Data Services LLC and for Verizon Telecom and Verizon Broadband business units, (collectively, "Customer"). This SOW is governed by and incorporates by reference the terms of, the Interim Services Agreement between Verizon Corporate Resources Group LLC, as agent for Verizon Data Services LLC and for Verizon Telecom and Verizon Broadband business units, and Cellco Partnership d/b/a Verizon Wireless (the "Agreement"). The tasks to be performed by Verizon Wireless Business Internet Services organization ("BIS") and the Verizon Wireless ECPD organization ("ECPD"), as well as the Verizon Wireless subcontractor for Phase 1 of this project, IBM, and the deliverable materials are defined, and an Estimated Schedule is provided, within this SOW ("Services"). Notwithstanding anything to the contrary, Verizon Wireless shall be ultimately responsible to Customer for performance of all of Verizon Wireless' obligations hereunder, and shall be responsible for the acts or omissions of IBM to the same extent Verizon Wireless would be responsible for the acts and omissions of persons it directly employs under the terms of the Agreement. For clarity, IBM will not be engaged for Phase 2 of the Project. The responsibilities of Customer are listed herein. Customer shall be ultimately responsible to Verizon Wireless for the performance of (or the failure to perform) Customer's obligations hereunder, and shall be responsible for the acts or omissions of any Customer agents or contractors to the same extent Customer would be responsible for the acts and omissions of persons it directly employs under the terms of the Agreement.

Changes to this SOW will be processed in accordance with the procedure described in Appendix B-1 entitled "Project Change Control Procedure." Examples of changes in scope that could result in an equitable adjustment to this SOW which would be processed according to Appendix B-1 Project Change Control Procedure could include:

- Additional requirements that are not listed within section 1.1 Project Scope of this SOW.
- Material changes in the project schedule.
- Changes in the project that result in a material change in level of effort to complete the project.
- Verizon Telecom missed deliverables

The following are incorporated in and made part of this SOW:

- Appendix A - Deliverable Materials
- Appendix B - Project Procedures
- Appendix C - Definitions
- Appendix D - Project Schedule

In entering into this SOW, Customer is not relying upon any representation made by or on behalf of Verizon Wireless that is not expressly set forth in the Agreement or this SOW, including, without limitation, the actual or estimated completion date, charges to be paid, or the results of any of the Services to be provided under this SOW. The Agreement, this SOW and its Appendices represent

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the entire agreement between the parties regarding the subject matter of this SOW and supersede any prior oral or written communications with respect thereto. The start date shall be retroactive to April 21, 2008 and the termination date shall be five (5) years from that date.

1.1 Project Scope

The purpose of this project is to expand the current MyBusiness application to include functionality to incorporate Verizon Broadband and Verizon Telecom small business customers into one platform that will be called MyBusiness, as set forth below. This will give the small business customer one website/platform from which to access their Wireless, Telecom and Broadband information. Verizon Wireless shall also provide ongoing post-production support as set forth in Section 1.9. Phase 1 of the project involves the migration of customer accounts of hybrid customers (i.e., small business customers of either Telecom or Broadband who are also current customers of VZW) to the MyBusiness website/platform. Phase 2 of the project involves the migration of customer accounts of Telecom/Broadband small business customers who are not also current VZW customers to the MyBusiness website/platform. Phase 1 and Phase 2 will collectively be referred to as the "Project." For the avoidance of doubt, except for terms herein that apply specifically to Phase 1 or Phase 2 of the MyBusiness Project, the terms of this SOW shall apply to both Phase 1 and Phase 2 of the Project.

1.1.1 Appointment as Limited Agent

For purposes of this SOW (and for no other purpose), and subject to the terms of the Agreement, each party appoints the other as its agent as follows throughout the term of this SOW (including Phase 2 of the Project):

(a) Appointment of Celco Partnership d/b/a Verizon Wireless.

(i) Appointment of Limited Agent. For good and valuable consideration, receipt of which is hereby acknowledged, Verizon Corporate Resources Group LLC, as agent for Verizon Data Services LLC and for Verizon Telecom and Verizon Broadband business units, hereby appoints Celco Partnership d/b/a Verizon Wireless as its agent for the limited purpose of accessing and operating the MyBusiness portal and responding to Customer questions concerning the use of the portal.

(ii) Acceptance of Limited Agent Appointment. Celco Partnership d/b/a Verizon Wireless hereby (a) accepts the appointment by Verizon Corporate Resources Group LLC, as agent for Verizon Data Services LLC and for Verizon Telecom and Verizon Broadband business units, of Celco Partnership d/b/a Verizon Wireless to serve as its authorized agent for the limited purpose of accessing and operating the MyBusiness portal and responding to Customer questions concerning the use of the portal and (b) in all activities concerning the use of the portal, agrees to be bound by the terms of Section 4.2 of the Agreement in accessing, safeguarding, disclosing and utilizing Customer Proprietary Network Information. Celco Partnership d/b/a Verizon Wireless acknowledges that this is an appointment of limited agency with restricted authority to act on behalf of Verizon Corporate Resources Group LLC, as agent for Verizon Data Services LLC and for Verizon Telecom and Verizon Broadband business units.

(b) Appointment of Verizon Corporate Resources Group LLC, as agent for Verizon Data Services LLC and for Verizon Telecom and Verizon Broadband business units

(i) Appointment of Limited Agent. For good and valuable consideration, receipt of which is hereby acknowledged, Celco Partnership d/b/a Verizon Wireless hereby appoints Verizon Corporate Resources Group LLC, as agent for Verizon Data Services LLC and for Verizon Telecom and Verizon Broadband business units, as its agent for the limited purpose of accessing and operating the MyBusiness portal and responding to Customer questions concerning the use of the portal.

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(ii) **Acceptance of Limited Agent Appointment.** Verizon Corporate Resources Group LLC, as agent for Verizon Data Services LLC and for Verizon Telecom and Verizon Broadband business units, hereby (a) accepts the appointment by Celco Partnership d/b/a Verizon Wireless to serve as its authorized agent for the limited purpose of accessing and operating the MyBusiness portal and responding to Customer questions concerning the use of the portal and (b) in all activities concerning the use of the portal, agrees to be bound by the terms of Section 4.2 of the Agreement in accessing, safeguarding, disclosing and utilizing Customer Proprietary Network Information. Verizon Corporate Resources Group LLC, as agent for Verizon Data Services LLC and for Verizon Telecom and Verizon Broadband business units, acknowledges that this is an appointment of limited agency with restricted authority to act on behalf of Celco Partnership d/b/a Verizon Wireless.

1.2 Services and Deliverables

1.2.1 Services

Verizon Wireless will design, develop, code, implement, host and maintain an internet portal, in accordance with the terms of this SOW, for an integrated "My Business Account" for the Small Business Verizon Wireless, Verizon.com, and Verizon.net "My Business Account" customers (collectively, the "My Business website" or "MB"). My Business Account will allow the Telecom small and medium business clients to access and manage their wireless, telecom and broadband accounts online using one entry point, one login, and one user experience. Building on the Services provided in Phase 1, Verizon Wireless will design, develop, code, test, implement, host and maintain the code to support the Phase 2 Scope listed herein to migrate the customer accounts of Telecom/Broadband small business customers (that are not also customers of Verizon Wireless) to the MyBusiness website/platform and to provide additional functionality for the MyBusiness website/platform in accordance with the terms of this SOW.

1.2.2 Deliverables

Verizon Wireless will provide a series of deliverables across the Phases 1 and 2. Projected deliverables are:

(i) Phase 1

- **Documentation** – Verizon Wireless will create project documentation as described in Appendix A – Documentation Deliverables.
 - A-1 – Project Management Documents
 - A-2 – Approach Document
 - A-3 - Highlevel Testing Strategy
 - A-4 – Implementation Plan Documents
- **Release 1** - Verizon Wireless will design and develop Release 1 of the My Business website ("Release 1") in accordance with the documents (including all specifications, requirements and performance standards set forth therein) described in Appendix A – Documentation Deliverables, such that it will contain the following features and functionality:

Marketing & Positioning
<ul style="list-style-type: none">• Login/Marketing Page Integration• Integrated Landing Page
Enrollment
<ul style="list-style-type: none">• VZT Company Level Enrollment• Individual (Userid) registration• Userid Federation across Telco/BB

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<ul style="list-style-type: none">• Integrated Role Management
Bill Presentment <ul style="list-style-type: none">• View Statements• Add BB Services to Telecom Bill
Payments – <ul style="list-style-type: none">• Make One time Payment• Set up recurring Payments• Payment Status• Payment History• Manage Payment Accounts (Wallet)
Commerce <ul style="list-style-type: none">• Federation to VZT Commerce Platform• Telco commerce services (link)• BB commerce services (link)• VZT/VZW Order Number Management Integration• Broadband Essentials & Extras (link)
Account Maintenance <ul style="list-style-type: none">• Change Telco/BB Billing Address• Add a Telco/BB Line (link)• Add/Modify Telco (link)• Email Settings (Monitor Email Storage, etc.) (link)• Transaction History (VZW)• Broadband Essentials & Extras (link)
Integrated Company Structure
Support <ul style="list-style-type: none">• Contact Us (Link for Telco/BB)• Request Repair (link)• FAQs (VS Coordination)• Demos/Training
User Profile Settings <ul style="list-style-type: none">• User Profile• Notification• Email Alerts• Email Acct Settings (link)• Personal Web Space (link)
Company Level Settings <ul style="list-style-type: none">• Manage Company Profile• Billing Accounts• Company Users• Set Paperless Billing
Utilities <ul style="list-style-type: none">• Corporate Address Book• Personal Address Book• Coverage Locator (VZW)• Reverse Number Look Up (Telco)

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My Business Assistant (for Small Business) <ul style="list-style-type: none">• CSR Roles• View Restrictions• Impersonate• Organization Activity Report
Conversion <ul style="list-style-type: none">• Company Data Migration• Userid Migration Over Time• Convert company profile and acct info to ECPD

(ii) Phase 2

- Documentation – Verizon Wireless will create project documentation in the format set forth in Appendix A “Documentation Deliverables” to this SOW.
 - A-1 – Project Management Documents
 - A-2 – Approach Document
 - A-3 - High-level Testing Strategy
 - A-4 – Implementation Plan Documents
- **Release 2** - Verizon Wireless will design and develop Release 2 of the SMB project into the MyBusiness website (“Release 2”) in accordance with the documents (including all specifications, requirements and performance standards set forth therein) described in Appendix A “Documentation Deliverables” to this SOW, such that it will contain the following features and functionality:
 - Migration of stand alone Telco/Broadband companies
 - New enrollment process with PIN validation for stand alone Telco companies
 - Copyright violation notification to certain users
 - Value Added Services Only (VAS Only) accounts and user type
 - Full single-sign on support, including additional links to the Broadband .Net site
 - Implement a process to receive and process daily Accounts and Services data from Telco
 - HBX Reporting with Broadband and Telco
 - Add Quick Tasks link to My Applications
 - Small Business Center footer
 - Provide two new roles in My Business Assistant (MBA), “Sales” and “Fed Sales” that will have corresponding functionality to the “CSR”/“Fed CSR” roles but without access to companies that do not have wireless services

Execution Version

1.3 Key Assumptions

This SOW and costs estimates are based on the following key assumptions, and those listed in the activities in Section 1 of this SOW. Any deviations from such assumptions that arise during the project will be managed through the procedure described in Appendix B-1 Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms.

If an assumption deviation is not resolved through Appendix B-1 Project Change Control Procedure within two (2) days, then the issue will be resolved in accordance with Appendix B Project Procedures - Escalation Procedure.

1.3.1 Assumptions – General

- Work under this SOW will be performed at various Verizon Wireless facilities **which are all onshore facilities.**
- Verizon Wireless reserves the right to assign or reassign individuals on the basis of qualifications, provided that all individuals assigned (or reassigned) by Verizon Wireless shall be qualified to perform the services hereunder to which they are assigned.
- Verizon Wireless will have access as needed to all relevant internal applications and websites for purposes of design, software development, and testing. Customer will provide user IDs for these applications.
- Members of the Customer Project Team will have the ability and authority to make timely decisions and commitments.
- Verizon Wireless staffing will be based upon availability at time of engagement, provided that Verizon Wireless shall use commercially reasonable efforts to supply adequate staffing at all times throughout the engagement. Project delays resulting from inadequate staffing by Verizon Wireless shall not be deemed a change in scope of the Project (and therefore shall not be subject to the Appendix B-1 Project Change Control Procedure) and no additional fees or expenses shall be charged to Customer in connection therewith.
- Customer shall ensure participation of all cross functional teams as required for successful completion of project.
- Customer will make system data available to Verizon Wireless in a timely manner.

1.3.2 Assumptions – Project Management

- A weekly status meeting will be held on a fixed day of the week for the project team and management to review accomplishments to date, project schedule, staffing and status, discuss project issues, make key decisions, and set expectations for the deliverables. The day of the week will be agreed to at the start of the Project. Frequency may increase during certain portions of the project.
- Project scope decisions and issue resolution will be made in a reasonable and timely manner to maintain schedule and cost estimates.

1.3.3 Assumptions – Business

- Customer shall make appropriate staff readily available to participate in working sessions and interviews for validation of current business goals and processes on an as-needed basis. All efforts will be made to provide reasonable advance notice of interviews, meetings and workshops; however, due to the short timeframe of this project it is understood that some Customer resources may be required to be available on short notice.

Execution Version

1.4 Verizon Wireless Responsibilities

Verizon Wireless' responsibilities with respect to the Project are as set forth in Sections 1.2, 1.3 and 1.9 hereof. Verizon Wireless is required to perform its obligations as set forth in this SOW in a timely manner or Project milestone dates may be delayed:

1.4.1 Documentation

Verizon Wireless will prepare and deliver the documents identified in Appendix A - Documentation Deliverables in accordance with the terms and delivery milestones set forth in this SOW.

1.4.2 Development and Implementation

Verizon Wireless will design, develop, code and implement Release 1 and Release 2 in accordance with the specifications, requirements and performance standards set forth in Appendix A – Documentation Deliverables, and pursuant to the terms of this SOW.

1.4.3 Third Party Materials

Except with respect to third party licenses and agreements for hardware and software which are the responsibility of Customer, as expressly set forth below in Section 1.5 (Customer Responsibilities), Verizon Wireless will be solely responsible for procuring all hardware and software components and communications equipment, and for having all associated licenses and/or agreements in place with third parties, (all at no additional charge to Customer) to enable Verizon Wireless to perform the Services under this SOW. Unless specifically agreed to otherwise by Customer in writing, Verizon Wireless will be responsible for the management of such third parties and the quality of their input and work, including without limitation the responsibilities set forth in Section 1.4.4

1.4.4 Project Management

Phase 1

Verizon Wireless will designate a person as the Verizon Wireless Project Manager, who will be the focal point for communications relative to this project. The Verizon Wireless Project Manager's responsibilities with respect to its subcontractor IBM include the following:

- Manage the Verizon Wireless personnel and responsibilities for this project
- Serve as the interface between IBM and all Verizon Wireless departments participating in the project
- Administer the Project Change Control Procedure with the IBM Project Manager
- Participate in project status meetings
- Obtain and provide information, data, and decisions within mutual agreed upon timeframe of IBM's request unless Verizon Wireless and IBM agree in writing to a different response time.
- Help resolve project issues and Verizon Wireless' deviations from the estimated schedule, and escalate issues within Verizon Wireless' organization, as necessary (Verizon Wireless is an escalation point and IBM PM to drive issue)
- Audit and ensure deliverables are compliant with Verizon Wireless standards
- Participate in daily System Test and UAT testing meetings
- Review the IBM project plan to ensure it is complete and up to date

The Verizon Wireless Project Manager will also perform the following tasks outside of the IBM-related project management responsibilities:

Execution Version

- Create/maintain project plan that tracks high level milestones for Telecom, Broadband, Enterprise Customer Profile Database ("ECPD"), Data Warehouse and IBM. This plan will also include important tasks that multiple teams need to perform.
- Create/maintain central issues list that will have issues that pertain to the overall project and multiple teams. Verizon Wireless and Customer will have their separate issues lists for internal issues.
- Facilitate meetings between Broadband, Telecom, ECPD and Wireless when needed to resolve issues. Will work with Telecom and Broadband PMs to assist in participant availability.
- Cooperate with 3d party suppliers that may be engaged by Telecom or Broadband to work on the Project, provided that, in the event any such third party is based outside the United States, an appropriate Customer contact within the United States is designated to communicate with Verizon Wireless during normal business hours in the United States.

Phase 1

Verizon Wireless will designate the following people who will be the focal point for IBM relative to this project:

Role	Responsibilities
MyBusiness Business Analyst	<ul style="list-style-type: none">▪ Assist with knowledge transfer My Business website application and related business processes, its functionality and design.▪ Provide advice concerning the techniques, policies and procedures Verizon typically follows for these applications▪ Serve as point of escalation▪ Create and maintain My Business approach and respond to questions and escalations through the life cycle of the project
MyBusiness Architect	<ul style="list-style-type: none">▪ Assist with knowledge transfer on My Business website application's architecture.▪ Provide advice concerning the techniques, policies and procedures Verizon typically follows for this application.▪ Serve as point of escalation▪ Approve design
MyBusiness Development Prime	<ul style="list-style-type: none">▪ Assist with knowledge transfer on My Business website application's development and development testing processes.▪ Provide advice concerning the techniques, policies and procedures Verizon typically follows for this application.▪ Serve as point of escalation▪ Approve design▪ Participate and approve code reviews▪ Test case result review for compliance to requirements

Execution Version

- | | |
|---------------------------------|---|
| MyBusiness Infrastructure Prime | <ul style="list-style-type: none"> ▪ Assist with knowledge transfer on My Business website application's infrastructure, its design and its processes. ▪ Provide advice concerning the techniques, policies and procedures Verizon typically follows for this application. ▪ Serve as point of escalation ▪ Conduct Load Testing and review results and resolve any issues with IBM ▪ Infrastructure system design ▪ Network CSS Configuration ▪ Network Firewall Configuration ▪ Deployments |
| Infrastructure DBA | <ul style="list-style-type: none"> ▪ Build Environments ▪ Deploy Schema ▪ Implementation Approach ▪ Infrastructure System Design ▪ Standards -DB |
| MyBusiness Test Prime | <ul style="list-style-type: none"> ▪ Assist with knowledge transfer on My Business website application's System and User Acceptance Testing processes and tools. ▪ Provide advice concerning the techniques, policies and procedures Verizon typically follows for this application. ▪ Serve as point of escalation ▪ Audit and approve test plan and test cases ▪ Execute testing to accept IBM code ▪ Participate in daily System Test meetings ▪ Participate with IBM in developing the integrated long term test strategy ▪ Assist in acquiring and maintaining test data |

Phase 2

Verizon Wireless will designate the following resources who will be the staff for the Project. The number of staff and level of involvement will be managed by Verizon Wireless. Not all roles or staff will be involved full time, provided that Verizon Wireless will adequately staff the Project to fulfill its obligations under this SOW.

Role	Number of Staff	Responsibilities
MyBusiness Business Analyst	▪ 1-2	<ul style="list-style-type: none"> ▪ Provide advice concerning the techniques, policies and procedures Verizon typically follows for these applications ▪ Create and maintain My Business approach and respond to questions and escalations through the life cycle of the project

Execution Version

- Assist in obtaining resolution for project issues
 - Focal point for reviewing UAT issues before sending to development team.
-
- | | | |
|---------------------------------|------------|---|
| My Business PM | ▪ 1 – 1.5 | <ul style="list-style-type: none">▪ Create and manage My Business project plan▪ Coordinate LOE's and translate to budget▪ Create staffing plan▪ Create SOW▪ Coordinate with CAM and interfacing system PM's on issues, status and project dates▪ Create/maintain issues list▪ Report project status and is main focal point for project escalations▪ Create implementation plans▪ Facilitate issue resolution▪ Facilitate implementation process▪ Participate in System Test and UAT daily meetings▪ Facilitate change control process |
| My Business Architect | ▪ .5 – 1.5 | <ul style="list-style-type: none">▪ Provide technical direction for▪ My Business website application's architecture.▪ Provide advice concerning the techniques, policies and procedures Verizon typically follows for this application.▪ Approve design▪ Participate in Approach reviews▪ Participate in JAD sessions with other teams▪ Create design▪ Code/Unit Test▪ Conduct Design and Code reviews▪ Participate in Integration testing▪ Resolve issues found in System Test |
| My Business Software Developers | ▪ 7 - 17 | <ul style="list-style-type: none">▪ Validate code meets security requirements▪ Resolve issues found in UAT▪ Create project documentation for production support team |

Execution Version

		<ul style="list-style-type: none">▪ Participate in Implementation Planning▪ Support changes needed during warranty.
My Business Infrastructure	▪ .2 – 1.5	<ul style="list-style-type: none">▪ Provide advice concerning the techniques, policies and procedures Verizon typically follows for this application.▪ Serve as point of escalation▪ Conduct Load Testing and review results and resolve any issues with IBM▪ Infrastructure system design▪ Network CSS Configuration▪ Network Firewall Configuration▪ Deployments▪ SSO
Infrastructure DBA	▪ .5 - 1	<ul style="list-style-type: none">▪ Build Environments▪ Deploy Schema▪ Implementation Approach▪ Infrastructure System Design▪ Standards –DB▪ Implement all data base changes per project requirements
My Business Quality Assurance	▪ 1-5	<ul style="list-style-type: none">▪ Provide advice concerning the techniques, policies and procedures Verizon typically follows for this application.▪ Create Test plan and test cases▪ Execute testing to accept code▪ Run daily System Test meetings▪ Work with other teams developing the integrated long term test strategy for project▪ Assist in acquiring and maintaining test data

1.4.5 Hosting and Maintenance

Verizon Wireless will host and maintain the My Business website in accordance with the terms of this SOW, including without limitation the Service Levels set forth in Appendix E hereto.

1.5 Customer Responsibilities

The successful completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The responsibilities listed in this section are

Execution Version

to be provided at no charge to Verizon Wireless. Customer is required to perform its obligations as set forth in this SOW in a timely manner or project milestone dates may be delayed. Certain Verizon Wireless obligations are predicated upon the following responsibilities being managed and fulfilled by Customer, as scheduled in the Project Plan. Delays in performance of these responsibilities attributable to Customer may result in additional cost and/or delay of the completion of the project, and will be handled in accordance with Appendix B-1 Project Change Control Procedure.

Customer will provide sufficient resources to perform the following tasks:

1. Participate and help resolve open items in daily testing status meetings for Dev to Dev, QA and UAT
2. Provide a daily report of open defects produced during testing
3. Adhere to Appendix C definitions and turn around time for tickets during Dev to Dev, QA and UAT testing.
4. Provide sufficient information to Verizon Wireless to enable resolution of all Show Stoppers and High tickets on the Telecom and Broadband side by implementation in accordance with Appendix C
5. Train existing Verizon Telecom and Broadband staff prior to production implementation
6. Create, review and gain approval from Verizon Wireless on Verizon Telecom and Broadband test cases, test plan, design and code
7. Keep BRD and HLD up to date with revision history and distribute to Verizon Wireless within three business days of each revision
8. Coordinate and provide business requirements as needed
9. Create high level and detailed designs with Verizon Wireless
10. Develop code as needed to support designs
11. Conduct unit and dev to dev testing
12. Conduct System Test
13. Conduct UAT in accordance with the UAT Test Plan (as defined below)
14. Provide signoff to Approach in a timely manner
15. Provide weekly project status on milestones to Verizon Wireless Project Manager.
16. Support and approve, as reasonably requested, all Verizon Wireless approach, development, testing and implementation activities, including those of IBM
17. Provide and maintain test data to support all transactions
18. Support Warranty by providing answers to questions regarding Warranty Items, Supply training to Telecom personnel on platform and enhancements and performing Customer Communication tasks to Telecom personnel when needed.
19. Ensure that its staff is reasonably available to provide such assistance as Verizon Wireless reasonably requires and that Verizon Wireless is given reasonable access to Customer senior management, as well as any members of its staff as necessary to enable Verizon Wireless to provide the Services. Customer will ensure that its staff has the appropriate skills and experience. If any Customer staff fails to perform as required, Customer will make suitable additional or alternative staff available
20. Customer will be responsible for the review and evaluation of the Verizon Wireless recommendations as well as all final decisions and implementations relating to, or resulting from, the Verizon Wireless recommendations contained in the deliverables.
21. If and to the extent that Customer uses or provides Verizon Wireless with third party information, support or materials for use in a project (including but not limited to where Customer is employing third party suppliers whose work may affect Verizon Wireless' ability to provide the Services), Customer has or will have appropriate agreements in place with third parties to enable Verizon Wireless to perform the Services under this SOW. Unless specifically agreed to otherwise in writing, Customer will be responsible for the management of such third parties and the quality of their input and work. In the event that such third party is based outside the United States, an on-shore contact must be designated to enable communications between Verizon Wireless and such third party during normal business hours in the United States. Except to the extent Verizon

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Wireless specifically agrees otherwise in this SOW, Customer is solely responsible for any (including bearing the cost related to) third party hardware, software or communications equipment that Customer provides to Verizon Wireless and/or that Customer expressly requires in writing that Verizon Wireless use (and that Verizon Wireless is not independently using apart from Customer's express written requirements) in connection with the Services.

22. Procure and provide (at Customer's expense) all hardware and software components and licenses expressly identified in writing by Verizon Wireless and agreed to by Customer
23. Provide Verizon Wireless with access level privileges for server environments as required, subject to Verizon Wireless' compliance with applicable Customer security requirements.
24. Customer is responsible for the actual content and timely delivery of any data file to VzW and the selection and implementation of controls for the secure transfer of the files.
25. Customer is responsible for the development of any marketing materials to be included in My Business Release 1.
26. Customer is responsible for any enhancements to be made to the Verizon Telecom and Verizon Broadband websites and related infrastructure. Customer must notify Verizon Wireless team of any enhancements or changes for development, QA, UAT or production environment with respect to the Verizon Telecom and Verizon Broadband websites and related infrastructure, including hardware or software or any related system changes, to the extent such changes may impact the MyBusiness website and/or the Services. Verizon Wireless team will perform due diligence on each change and if any change will cause the delay of Verizon Wireless delivery of the project, Verizon Wireless project manager will notify Customer of the impact to the project.
27. Environment Readiness, Customer is responsible for providing access to the development environment, QA environment, UAT environment and production environment with respect to the Verizon Telecom and Verizon Broadband websites and related infrastructure during a mutually agreed upon timeframe, subject to Verizon Wireless' compliance with applicable Customer security requirements, prior to commencement of work in these environments according to the agreed upon estimated schedule.

In addition, for Phase 2, Customer shall provide/perform the following:

1. Complete high level designs by 4/1/09
2. Complete Detail Design by 4/20/09
3. Complete code/unit testing by 6/1 for non batch items
4. Complete code/unit test by 6/12 for batch items
5. Build out of additional SMB testing environment for Telecom and Broadband

1.5.1 Customer Responsibilities for Maintenance and Support

In addition to the Customer Responsibilities set forth above, Customer shall also be responsible for the following responsibilities for maintenance and support:

1. Customer shall file trouble tickets in a timely manner
2. Need to provide prompt access to interfacing Customer systems when necessary to resolve trouble tickets
3. Resolve internal trouble tickets promptly
4. Keep VZW apprised of changes to maintenance windows with respect to Customer systems that interface with the Verizon Wireless MyBusiness platform, if any, which could affect operations of such Verizon Wireless platform
5. Keep VZW apprised in a timely manner of changes to Customer environment or architecture which could affect operations of the Verizon Wireless platform
6. Compliance with applicable laws

1.5.2 Customer Responsibilities for Notification Prior to System Downtime

Prior to any scheduled production Arbor, e-Mittance, VEPS, or Telco Bill Pay down time, an email communication will be sent to the following Verizon Wireless distribution list with

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details of the anticipated down time:

WestAreaIT-BISProdSupportAll@VerizonWireless.com;
WestAreaITBISLeadership@VerizonWireless.com

1.6 User Acceptance Testing and Completion Criteria

User Acceptance Testing

Upon written notification from Verizon Wireless that development of Release 1 of the MyBusiness has been completed, Customer will conduct User Acceptance Testing (UAT) of Release 1 to determine whether it meets all specifications and standards set forth in the applicable documentation identified in Appendix A hereto (collectively, the "Specifications"). UAT shall be conducted in accordance with the High Level Testing Strategy Document referenced in A-3.1 within Appendix A hereto, and entitled Small Business Convergence My Business Account Test Plan (the "UAT Test Plan").

User Acceptance Testing and completion shall be as set forth above for Phase 1 activities. All User Acceptance criteria defined for Phase 1 shall be required for Phase 2, unless otherwise agreed to by Customer and Verizon Wireless in writing.

Completion and Acceptance Criteria

In order to qualify for acceptance, any deliverables subject to UAT must fully conform to the applicable Specifications (the "Acceptance Criteria"), as reasonably determined by Customer and written notice of acceptance must be delivered by Customer to Verizon Wireless ("Acceptance").

1.7 Estimated Schedule

The estimated schedule for Phases 1 and 2 of this Project is set forth in Appendix D.

1.8 Charges and Payment Terms

1.8.1 Customer agrees to pay Verizon Wireless on or before the dates set forth below or, if no date is specified, within thirty (30) days of receipt of invoice.

The Services will be provided on a fixed price basis and invoiced in accordance with the schedules set forth in this section 1.8

The prices are exclusive of any travel and living expenses, other reasonable expenses incurred in connection with the Services which are approved in writing by Customer in advance, and any applicable taxes.

Customer will be billed reasonable and customary actual travel and living costs, if any. Expenses incurred will be invoiced monthly and will be in accordance with Customer Expense Reimbursement Policy.

1.8.2 Customer shall pay the following fees for Phase 1 Services:

(a) \$989,700 (rounded) for pre-development work (e.g. preparation of documents referenced in Appendix A), which shall be payable upon execution of this SOW. The aforementioned amount consists of the following fees:

- \$353,000 - (INV1656321 & INV 1652621) – For Post Phase 1 changes (identified after Phase 1 launch)

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- \$316,700 - INV1638140 – For Change Requests for Phase 1
- \$320,000 - INV1622487 – For CPNI related changes

(b) **Milestone Fees**

In addition to the fees set forth in section 1.8.1., Verizon Wireless will invoice Customer for the Phase 1 Services performed based upon the Milestone Billing Schedule shown below.

<i>Milestone</i>	<i>Milestone Description</i>	<i>Invoice Amount</i>	<i>Estimated Invoice Date*</i>
1	Complete Detailed Design	\$ 826,000	Upon execution of SOW
2	Complete Test Documents and Systems Test	\$826,000	
3	Complete User Acceptance Testing and obtain sign-off from Verizon and Verizon Wireless, and complete tasks in Implementation Plan	\$330,400	
4	Complete Implementation and Test Defect Resolution Period	\$1,321,600	**
Total		\$3,304,000	

* Invoice dates are estimated based on current projections. Actual invoice dates will be dependent on completion of specific milestones.

(d) IBM Expenses: \$326,000 for travel and expenses

1.8.3 Fees for Phase 2 Services

Customer shall pay the following fees for Verizon Wireless Phase 2 Services. The amounts reflect both My Business and ECPD work.

In addition to the fees set forth in section 1.8.2., VZW shall invoice Customer for \$1,687,510 to cover all work needed to deliver functionality listed in section 1.2.2(ii). This is comprised of \$1,287,510 for My Business and \$400,000 for ECPD.

Verizon Wireless will invoice Customer for the Phase 2 Services performed based upon the Milestone Billing Schedule shown below:

<i>Milestone</i>	<i>Milestone Description</i>	<i>Invoice Amount</i>	<i>Estimated Invoice Date*</i>
1	Complete Detailed Design	\$ 421,878	Upon execution of SOW
2	Complete Systems Test	\$ 421,878	8/14/09
3	Complete User Acceptance Testing and obtain sign-off from Verizon and Verizon Wireless, and complete tasks in Implementation Plan	\$210,938	8/14/09
4	Complete Implementation and Test Defect Resolution Period	\$632,816	10/05/09
Total		\$1,687,510	

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** Invoice dates are estimated based on current projections. Actual invoice dates will be dependent on completion of specific milestones.*

1.8.4 Annual Support for Phases 1 and 2

Annual hosting and support fees for the My Business website, including all applications, functionality and enhancements comprising the website, shall be paid to Verizon Wireless, in advance, on or before each December 31st preceding the year in which hosting and support services are actually provided [e.g., support for 2009 should have been paid by 12/31/08.] while this SOW is in effect, as follows:

2009	\$ 982,496 **
2010	\$1,376,730
2011	\$1,423,443
2012	\$1,472,958
2013	\$1,525,465

** 2009 has been prorated because Phase 2 is implementing in August.

If the parties agree to continue the Services beyond 2013, the parties shall negotiate in good faith to establish support fees for services rendered after 2013.

1.8.5 Additional Software

Any additional software licenses required for the Customer's systems to properly interface with the My Business Center website other than as specified under Section 1.5 hereof (which additional software shall be identified by Verizon Wireless for Customer) must be purchased by Customer. Customer shall ensure any such purchases are made in a timely manner in order not to impact Project Schedule.

1.8.6 Taxes

The parties intend that the compensation and cost allocation described in this SOW shall be in accordance with the arm's length standard as required by applicable laws and regulations to reflect the risks assumed and managed, functions performed and activities undertaken by each Party. In the event of any subsequent change to either the compensation and cost allocation or the services to be performed under this SOW, such changes shall be subject to review and adjustment of terms (if necessary) to ensure that this SOW is in accordance with the accepted arm's length standard and continues to conform to the returns earned by comparable unrelated companies. Any such adjustment to the compensation received by the parties hereunder shall be reflected on the legal books and records of the respective parties as an increase or decrease to revenues or costs, and as a receivable from or payable to the other party, as the case may be.

1.9 Maintenance and Support

Verizon Wireless will provide the following support for this Project, post production:

1.9.1 Help Desk Support

24x7 telephone support on-call rotation. Verizon Wireless SSA is to respond in accordance with the Service Level Agreement attached hereto as Appendix E.

Tickets are assigned a priority by the user or Verizon Data Services LLC Information Technology Support Desk ("ITSD").

If multiple tickets are submitted, they are worked in priority order.

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1.9.2 Problem Resolution, Preventive Maintenance, **Minor Enhancements**

Ticket resolution and minor enhancements (not subject to Change Control) are scheduled in one of the following release types:

- 1) Emergency and remedial maintenance workarounds and permanent fixes to correct errors and defects in the My Business website, in accordance with the service levels and requirements set forth in Appendix E (Service Level Agreement).
- 2) Data Fixes - to be provided in accordance with the service levels and requirements set forth in Appendix E (Service Level Agreement)
- 3) Preventive Maintenance, including provision of updates, upgrades, patches, fixes, corrections, code changes improvements and enhancements to proactively resolve potential errors or defects in the My Business website. To be provided approximately once per month.
- 4) Enterprise Release - As scheduled by Verizon Wireless on an annual basis

The schedule for releases and downtime shall be:

Release Type	Downtime Window*	Day of Week*
Emergency	Starts at 6:00pm PST - End 11:00pm PST**	As needed to meet SLA
Data Fix	No Downtime	Tuesdays & Thursdays
Maintenance	Starts at 6:00pm PST End 11:00pm PST	Tuesdays
Enterprise	Starts at 6:00pm PST Ends at 5:00am PST	Saturday into Sunday

*Days and times may vary depending on release content, provided Verizon Wireless shall provide advance notice of any changes in the days and times of such releases and downtime. Scheduled downtime is calculated by an independent system availability group within the Verizon Communications IT organization. An example of how availability of the platform will be calculated is set forth in Appendix E.

**Subject to the terms of Appendix E with respect to System Uptime.

Each release type has a unique SDLC (System Development Life Cycle) that may include:

Requirements
Analysis (aka Level of Effort (LOE))
Slotting (into a future release)
Design
Code & Unit Test
Implementation
Training

1. Support Maintenance shall be provided in accordance with the SDLC (scope, requirements, analysis, design, design reviews, code & unit test, code reviews implementation, warranty) and performed in accordance with Appendix E (Service Level Agreement) and the Problem Notification processes described in Exhibits F and G.
2. Complete analysis (aka LOEs) of Problem Notification ("PN") Tickets and Change Requests
3. Work with interfacing applications for problem resolution

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4. Partner with Project Management Office (PMO) (Project Managers, Business Support Analyst, Quality Assurance)
5. Articulate in various forms of communication problems, resolutions, ideas (via emails, conference calls, documentation)

The Telecom, BroadBand, aEDW, MDR, Arbor, e-Mittance, VEPS, AUCSR, X5C and RIBS teams shall provide production support team members that will be able to work with the Verizon Wireless teams to resolve issues that involve their systems.

1.9.3 System Down Time Notification

Prior to any scheduled production My Business downtime, an email communication will be sent to the following distribution list with details of the anticipated downtime:

uinfrastucture@core.verizon.com; suresh.k.murugesan@vdsi.verizon.com;
VOL.Arbor.Prod.Support@core.verizon.com; MDR.SUPPORT@core.verizon.com;
aedwunixprodsupt@core.verizon.com; VEPS-PROD-SUPPORT-LIST@vzcorp.com;
gbeordering@core.verizon.com

1.10 Additional Terms and Conditions

1.10.1 Required Consents

Customer is responsible for promptly obtaining and providing to Verizon Wireless all required consents necessary for Verizon Wireless to use any laptops, software, and/or images provided by Customer for this project (the "Required Consents").

Subject to the indemnity provisions and limitations of liability and remedies set forth in the Agreement, Customer agrees to indemnify Verizon Wireless from and against any third party claims arising from Customer's failure to obtain any of the Required Consents, provided that Verizon Wireless gives Customer prompt written notice of any such third party claims.

1.10.2 Security and DOJ Compliance

All work under this SOW will be conducted in strict conformance with the assumptions and procedures set forth in the letter dated June 13, 2008 from Steven Zipperstein to the United States Department of Justice.


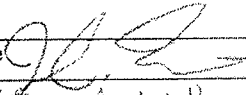
1.10.3 Intellectual Property

The parties are in discussions concerning the ownership of intellectual property that may be created as a result of work performed under this and other Statements of Work between Verizon Wireless and Customer, and the associated issues concerning the handling of infringement claims and indemnification responsibilities as between the two parties in the event of an infringement claim. The parties desire to enter into this SOW with the understanding that intellectual property that may be created as a result of work hereunder will be governed by the terms and conditions that are ultimately agreed to between the parties pursuant to a general services agreement governing transactions between Verizon Wireless and Verizon Corporate Resources Group LLC, as agent for Verizon Data Services LLC and for Verizon Telecom and Verizon Broadband business units. An appropriate amendment to this SOW will be executed to reflect such agreement(s) as and when they are finalized.

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1.11 SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work through their authorized representatives.

Agreed to:	Agreed to:
Cellco Partnership d/b/a Verizon Wireless Warren, NJ 07059	Verizon Corporate Resources Group LLC, as agent for Verizon Data Services LLC and for Verizon Telecom and Verizon Broadband business units
	
By: Lowell C. McAdam President & CEO	By
Authorized signature	Authorized signature 
Name (type or print):	Name (type or print): John C. Williamson
Date: 6/5/09	Date: 5/05/09

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Appendix A – Documentation Deliverables

Microsoft Office products (Word, Excel, PowerPoint, and Visio) and Microsoft Project will be the standard for project documentation unless otherwise noted herein. Most of documents will adhere to standard templates provided by Verizon Wireless.

Deliverables:

- **A-1 – Project Management Documents**

- A-1.1 Project Plan:**

- Purpose:**

- This document establishes and tracks, on an ongoing basis, the milestones, tasks and deliverables for the project.

- Content:**

- The Project Plan will be in MS-Project format consist of a single project that will track the phases of the project, its tasks, deliverables and milestones and their percent of completion against the plan.

- Delivery:**

- An electronic version of the report will be provided on a weekly basis during Status meetings.

- A-1.2 Project Log:**

- Purpose:**

- The Project Log tracks project controls for each project phase.

- Content:**

- The Project Log will be in MS-Word format of approximately 5-20 pages and will include:

- Action List
 - Issues List
 - Change Control
 - Risk Management Plan

- Delivery:**

- An electronic version of the report will be provided on a weekly basis during Status meetings.

- **A-1.3 – Project Approvals**

- Purpose:**

- This deliverable documents the formal approval from stakeholder members for necessary deliverable documentation

- Content:**

- This deliverable consists of email approvals for the following documents:

- Approach
 - UAT Test Plan
 - UAT Acceptance

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Delivery:

Verizon Wireless will deliver one electronic copy of these documents at the end of each respective phase in electronic format checked in accordance with Verizon Wireless standard procedure.

A-2 – Approach Document

Purpose:

Verizon Wireless team will work with Customer to complete 'Approach Document' during that period.

Content:

The report will consist of the following, as appropriate:

- Complete Wireframes and associated business flows
- Complete business components defined in Approach document
- Complete Use Cases for each business component
- Complete supporting processes for processed identified under 3.1 Project Scope
- High Level Business Process Flows
- Complete Business Use Cases for Company Federation, Single Sign-On, and Staging flow.
- Web services interoperability strategy

Delivery:

Verizon Wireless will deliver one electronic copy of this document in electronic format at the end of the approach phase. Such documents for Release 1 consist of Verizon Business Center Integration R1 v11[1].0[1].doc; and ECPD MyBusiness October Approach 1 9.doc. Release 2 will have its own approach documents.

▪ **A-3 – Highlevel Testing Strategy Document**

A-3.1 High-Level Testing Strategy

Purpose:

This deliverable documents the testing dates for System Test, UAT and Implementation as well as list what Verizon Wireless is testing at a high level. Telecom and Broadband will need to add their sections to this document once Verizon Wireless completes the initial draft.

Content

▪ **A-4 – Implementation Plan Documents**

A-4.1 Implementation Plan

Purpose:

This deliverable documents the activities and resources required to deploy the application to the Verizon Wireless environments across multiple releases

Content

The Implementation Plan will include:

- Deployment Tasks
- Resource Requirements
- Task Dependencies

Execution Version

- Detailed Environment Code Migration Processes
- Backend Systems SLA and availability

Delivery:

Verizon Wireless will deliver one electronic copy of this document in electronic format.

Execution Version

Appendix B – Project Procedures

▪ **B-1 – Project Change Control Procedure**

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and recommend it for further investigation or reject it. Verizon Wireless will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. Verizon Wireless will invoice Customer for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of this SOW.
- A written change authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

▪ **B-2 – Escalation Procedure**

The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.

- When a conflict arises between Verizon Wireless and Customer, the project team member(s) will first strive to work out the problem internally.
- Level 1: If the project team cannot resolve the conflict within two (2) working days, the Verizon Wireless Project Manager and Customer Project Manager will meet to resolve the issue.
- Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the Verizon Wireless Executive Sponsor will meet with the Customer Project Executive to resolve the issue.
- If the conflict is resolved by either Level 1 or Level 2 intervention, the resolution will be addressed in accordance with the Project Change Control Procedure set forth in Appendix B-1.
- If the conflict remains unresolved for a period of thirty (30) or more days after Level 2 intervention, and the conflict materially affects, or could materially affect, the performance or receipt of the Services (as applicable) then either party may terminate this SOW upon written notice to the other party. If the conflict is addressed by termination, Customer agrees to pay Verizon Wireless for a) all Services Verizon Wireless provides in conformance with applicable Specifications and any Products and deliverables Verizon Wireless delivers in conformance with applicable Specifications through termination, b) all expenses Verizon Wireless incurs through termination, to the extent reimbursable by Customer pursuant to the terms of this SOW, and c) in the event that termination is initiated by Telecom without concurrence by VzW, any costs Verizon Wireless reasonably incurs in terminating the Services.
- During any conflict resolution, Verizon Wireless agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. Customer agrees to pay invoices in a timely manner as set forth in this SOW.

Execution Version

Appendix C – Definitions

▪ **Definition – Test Issue Severity Definitions**

The following defect priority values and guidelines with respect to UAT and system testing are as follows, subject further to the terms of the UAT Test Plan:

1 - Showstopper. A 'Showstopper priority 1 is assigned as follows:

1. When an Error causes one or more critical business transactions within MyBusiness (e.g., Commerce, Billing, some Acct Maintenance transactions) to be inoperable for a large number of MyBusiness users (e.g., all users in one geographical area or multiple users in numerous geographical areas), or
2. A violation of applicable legal or regulatory requirements.

A 'SHOWSTOPPER' issue severely impacts the ability for a customer to conduct business in the MyBusiness application. An isolated error affecting a single user would not be considered a Showstopper Priority 1 issue. A Showstopper should be worked immediately after VzW is notified, or otherwise becomes aware of, the Error.

2 – High. A 'HIGH' priority is assigned as follows:

1. When an Error causes one or more critical business transactions within MyBusiness (e.g., Commerce, Billing, some Acct Maintenance transactions) to be inoperable for a small to medium subset of MyBusiness users (e.g., a small number of users in one geographical area) or
2. A non-critical function (e.g., reports or support) within MyBusiness is not working for a large number of MyBusiness users (e.g., all users in one geographical area or multiple users in numerous geographical areas).

For clarity, an isolated Error affecting a single user would not typically be considered a High Priority 2 issue except under exceptional circumstances (to be agreed between the parties). A high priority issue should be worked as soon as possible, after VzW is notified, or otherwise becomes aware of, the Error.

3 – Medium. A problem that does not result in data loss but is more than cosmetic. This should be worked after completion of 1- and 2-priority items.

4 – Low. Look-and-feel, cosmetic issue. This should be worked after completion of 1-, 2- and 3-priority items.

- Customer must first review all issues internally. In the event Verizon Wireless assistance is required to resolve, the Verizon Wireless Project Manager will consider issues assigned to Verizon Wireless by Customer to determine if the issue falls within Verizon Wireless' scope.
- Testing issues that Verizon Wireless accepts as its responsibility, will be corrected to work as described in the A-3 – Detailed Design Document
- The Verizon Wireless Project Manager will review and must agree to the severity level of issues which Verizon Wireless accepts as its responsibility under this SOW.
- Other than defect priority values which are to be remedied during production, as expressly set forth in the UAT Test Plan, the priority defect values and guidelines in this Appendix C (and as referenced in the UAT Test Plan) shall apply solely to UAT and system testing and not

Execution Version

production. Priority levels and Service Level requirements during production shall be as set forth in Appendix E to the SOW.

Execution Version

Appendix D – Project Schedule

An estimated project schedule is set forth in the table below and is subject to change control pursuant to the terms of this SOW if variations occur.

Timeline

Phase 1

Activity	Start	End
Ph1 - 25 friendlies		
Design	28-Apr	19-Sep
Development	29-May	19-Sep
Dev to Dev Testing	13-Oct	17-Oct
System Test	9-Sep	31-Oct
UAT	3-Nov	13-Nov
Implementation	16-Nov	17-Nov
Migration of 3,000 accounts		
ECPD extract file created and sent for scrub	11/25/2008	11/25/2008
ATLAS scrub completed (to remove CLEC, Enterprise, Med Bus)	12/3/2008	12/3/2008
Business identifies 3,000 customers and validates matched accounts	12/4/2008	12/8/2008
Send file to CIDS to generate pre-migration letter	12/15/2008	12/15/2008
Set ECPD to invite customers in 21 calendar days	12/15/2008	12/15/2008
Send wireless eCRM announcement to MYPOCs on 3,000 profiles	12/16/2008	12/16/2008
Identify process for contacting a cross section of 3,000 for follow up	12/3/2008	12/15/2008
Customer receives invitation when logged into MB	1/5/2009	1/27/2009
Migration of remaining hybrids (approx 6,000)		
Send file to CIDS to generate pre-migration letter for remaining hybrid customers	1/5/2009	1/5/2009
Set ECPD to invite customers in 21 calendar days	1/5/2009	1/5/2009
Send wireless eCRM announcement to MYPOCs on remaining hybrid profiles	1/5/2009	1/5/2009

Execution Version

Identify process for contacting a cross section of remaining hybrids	1/5/2009	1/5/2009
Customer receives invitation when logged into MB	1/26/09	1/27/09

Phase 2

Task Name	Duration	Start	Finish
MB Approach	30 days	2/23/09	4/3/09
.com/.net HLD	12 days	3/17/09	4/1/09
- MB design	22 days	4 1 09	4 30 09
Interfacing System Detail Design	14 days	4/1/09	4/20/09
MB Detail Design	19 days	4/6/09	4/30/09
- Code Unit	43 days	4 15 09	6 12 09
Interfacing system code/unit	30 days	4/21/09	6/1/09
Interfacing system code/unit for Batch	40 days	4/20/09	6/12/09
MB online code/unit test	34 days	4/15/09	6/1/09
MB Batch code unit	40 days	4/20/09	6/12/09
Dev 2 Dev	24 days	6/2/09	7/3/09
System Test	30 days	7/6/09	8/14/09
UAT	15 days	7/27/09	8/14/09
Stability	5 days	8/17/09	8/21/09
Implementation	2 days	8/22/09	8/24/09
Warranty	30 days	8/25/09	10/5/09

Execution Version

APPENDIX E - SERVICE LEVEL AGREEMENT

1. Purpose and Scope: This Service Level Agreement forms Appendix E to the Statement of Work between Celco Partnership d/b/a Verizon Wireless and Verizon Corporate Resources Group LLC, as agent for Verizon Data Services LLC and for Verizon Telecom and Verizon Broadband business units for the Verizon Business Center Release 1 Project (the "SOW") and defines and sets forth the network performance and service level commitments to be met by Verizon Wireless in supporting the Small Business Portal website, including the software and network used to operate such website.

2. Capitalized terms used but not defined herein shall have the meanings as set forth in the SOW or the Agreement (as defined in the SOW). In addition, the following definitions shall apply to this Service Level Agreement:

"**Error**" shall mean any failure or degradation of all or part of the My Business website that results in all or part of the website not conforming to or not performing in accordance with all or part of the Specifications and/or the terms and conditions (including the Service Levels) set forth in this **Appendix E**.

"**Resolution**" shall mean the correction or elimination of an Error.

"**Workaround**" means a temporary solution to a problem that allows the Product to function without material impairment.

3. **Application Performance Agreement:**

3.1 The MyBusiness website (including all software, systems, features and functionality related to the website) will be available to Customer's online business customers 24x7 except during the scheduled Downtime Windows set forth section 1.9.2 of the SOW or as may be otherwise agreed to by the parties in writing.

3.2 The System Uptime requirement for the MyBusiness website (including all software, systems, features and functionality related to the website) is 99.95% during each rolling thirty (30) day period during the term of the SOW (each a "Measurement Period"). "System Uptime" means the time in a Measurement Period in which the MyBusiness website (including all software, systems, features and functionality related to the website) is fully operational (excluding such Downtime Windows set forth in section 1.9 of the SOW), divided by the total number of hours in such Measurement Period (excluding the Downtime Window). For purposes of measuring System Uptime, the duration of a System Outage and/or Priority incident/issue defined in Section 6 below will be measured from the time of initial incident report until full resolution of the incident as evidenced by closure of the problem management record (PMR). The factors below play a role in calculating the System Uptime:

- SLAs
- Slowness Factor
- Functionality Factor
- Percent users impacted

Execution Version

The above will provide a metric measured in "Effective Minutes." Following is an example of a 60 minute period during which the functionality of a platform was impaired by 50% and, during such same 60 minute period, the platform speed was diminished by 50%.

$$60 \text{ minutes} \times 50\% \times 50\% = 15 \text{ Effective Minutes}$$

Based on a 24-hour day, there are 1440 minutes; the calculation of availability for that day:
 $((1440-15)/1440) \times 100 = 98.95 \text{ Percent Available}$

3.3 Verizon Wireless will conduct daily health checks of application availability and performance.

3.4 Since this is a mission critical application, in addition to corrective maintenance activities outlined below, preventive maintenance should be conducted to prevent potential problems or outages. Preventive maintenance shall include periodic upgrades, updates, patches and fixes, to software, middleware and operating system comprising the My Business website.

3.5 Application performance metrics and management reporting should be generated on a daily basis to ensure system uptime and peak performance.

4. System Out of Service (Outage) Process:

If an incident is a Priority 1 or Priority 2 condition (as defined below), the VZW MyBusiness Client support team will initiate the Crisis Management Center Process. In addition to the Minimum Service Levels set forth in Section 7, the 24x7 On-Call My Business (Verizon Wireless) Production Support team will respond to Crisis Management Bridge within 10 minutes from receipt of notice of a Priority 1 or Priority 2 issue, as defined in Section 6 hereof.

5. Problem Notification

If an Error occurs, Customer may call the Verizon Wireless Information Technology Support Desk ("ITSD"), and the resolution process shall commence as set forth under "Incident / Issues Management Process" below. If, however, after expending reasonable efforts VzW cannot isolate the Error, Customer may nonetheless call the VzW Help Desk, and VzW and Customer shall work cooperatively, expeditiously and at no additional charge to Customer, to isolate such anomaly/issue affecting the Service.

6. Incident / Issues Management Process:

The Incident / Issues in production environment are initiated and managed by the Verizon Wireless Issues Management Team (IMT). If the Verizon Wireless Issues Management determines that an Error that is the subject of an Incident Reported (IR) is systems-related, a priority will be assigned as follows, as mutually agreed to by the parties:

- #1 - SHOWSTOPPER
- #2 - HIGH
- #3 - MEDIUM
- #4 - LOW

Execution Version

1 - Showstopper. A 'Showstopper priority 1 is assigned as follows:

- When an Error causes one or more critical business transactions within MyBusiness (e.g., Commerce, Billing, some Acct Maintenance transactions) to be inoperable for a large number of MyBusiness users (e.g., all users in one geographical area or multiple users in numerous geographical areas), or
- A violation of applicable legal or regulatory requirements.

A 'SHOWSTOPPER' issue severely impacts the ability for a customer to conduct business in the MyBusiness application. An isolated error affecting a single user would not be considered a Showstopper Priority 1 issue. A Showstopper should be worked immediately after VzW is notified, or otherwise becomes aware of, the Error.

2 - High. A 'HIGH' priority is assigned as follows:

- When an Error causes one or more critical business transactions within MyBusiness (e.g., Commerce, Billing, some Acct Maintenance transactions) to be inoperable for a small to medium subset of MyBusiness users (e.g., a small number of users in one geographical area) or
- A non-critical function (e.g., reports or support) within MyBusiness is not working for a large number of MyBusiness users (e.g., all users in one geographical area or multiple users in numerous geographical areas).

For clarity, an isolated Error affecting a single user would not typically be considered a High Priority 2 issue except under exceptional circumstances (to be agreed between the parties). A high priority issue should be worked as soon as possible, after VzW is notified, or otherwise becomes aware of, the Error.

3 - Medium. A problem that does not result in data loss but is more than cosmetic. This should be worked after completion of 1- and 2-priority items.

4 - Low. Look-and-feel, cosmetic issue. This should be worked after completion of 1-, 2- and 3-priority items.

7. Minimum Service Level Requirements

For each reported Error, an Error report will be routed to the My Business (Verizon Wireless) Production Support and team and resolved in accordance with the service levels set forth in the Table 1 below ("Minimum Service Level(s)"). All Service Levels set forth below are measured from time of Customer notification of an Error pursuant to Section 5 hereof ("Notification") until IR resolution is confirmed through the Quality Center IR reporting system.

Table 1

Priority Level	Call Answer Rate	Acknowledgment Response Time	Identified Resolution Details (if Resolution Achieved) or Workaround Delivered to Customer	Resolution Delivered to Customer	Call Update Rate

Execution Version

Priority 1 (Showstopper)	Within 5 minutes	Within 15 minutes	Within 4 hours*	Within 3 business days	Every 30 min. during initial 4 hours, then twice daily
Priority 2 (High)	Within 5 minutes	Within 15 minutes	Within 48 hours	Within 45 days	Daily
Severity 3** (Medium)	Within 5 minutes	Within 15 minutes	Within 14 business days	Within 60 days	Weekly
Severity 4** (Low)	Within 5 minutes	Within 15 minutes	Within 14 business days	Within 120 days	Weekly

* If Workaround is not available, Verizon Wireless shall provide next code drop to correct the Error within 48 hours following Notification.

** Service Level shall apply once timeframe for resolution of defects identified in UAT expire, pursuant to Small Business Convergence My Business Account Test Plan.

8. Escalation Process:

In the event that the Minimum Service Levels for Workarounds or Resolution are not met, Customer may contact the My Business (Verizon Wireless) Production Support Management team for issue Resolution in the following order:

- Production Support Associate Director (For Priority #1 and Priority #2 issues/incidents 4 (four) hours; For Priority #3 and Priority #4 issues/incidents, twenty four (24) hours, after expiration of the applicable Service Level set forth herein)
- Executive Director (For Priority #1 and Priority #2 issues/incidents 8 (eight) hours; For Priority #3 and Priority #4 issues/incidents twenty four (24) hours, after expiration of the applicable Service Level set forth herein)
- Vice President (For Priority #1 and Priority #2 issues/incidents 12 (twelve) hours; For Priority #3 and Priority #4 issues/incidents twenty four (24) hours, after expiration of the applicable Service Level set forth herein)

Execution Version

APPENDIX F - My Business Problem Notification (PN) SMB Integration Process

Purpose

This document is designed to outline the process for initiating and managing to resolution, the Problem Notification (PN) tickets for the My Business application in support of the Small Medium Business Portal Integration.

The CMISWeb and Mercury Quality Center applications will be used as the ticket management systems for these PN tickets.

Definitions

The following definitions apply to this Appendix F:

- 1) **BAN:** Billing Account Number
- 2) **BIS:** Business Internet Services (see Verizon Wireless)
- 3) **Broadband** - Sometimes referred to as a high-speed internet, broadband is an 'always on' fast connection to the internet. Verizon broadband customers utilize cable/ dsl for internet connection. Sold through Verizon
- 4) **BSA:** Business Systems Analyst
- 5) **CMISWeb or CMIS Crisis:** Ticket tracking application utilized by the ITSD and NSE for all Verizon companies
- 6) **Company Type:** Equals Internet, Telecom, and/or Wireless. A company can have any combination which then determines their hybrid definition. This setting is at the company level.
- 7) **CS:** Company Structure
- 8) **CSR:** Customer Service Representative
- 9) **ECPD:** Enterprise Corporate Profile Database is a web-based application used to centrally store information about a Business to Business (B2B) customer. This is a central database for creating, maintaining, and viewing real time information regarding Corporate Liable and Employee Liable: National Accounts, National or Consolidated Major Accounts, Major Accounts, and Business Accounts.
- 10) **Hover button:** When the user "hovers" over an icon, additional text is offered
- 11) **Hybrid-**A combination of any of the following user types:
 - a) Hybrid User – Wireless, Telecom, Broadband
 - b) Hybrid User – Wireless and Telecom
 - c) Hybrid User – Wireless and Broadband
 - d) Hybrid User – Telecom & Broadband
- 12) **ISM:** Internet Sales and Marketing team.
- 13) **ITSD:** IT Support Desk – group responsible for trouble ticket tracking for all Verizon applications (Ph# 866-899-4872.)
- 14) **MB (My Business):** The on-line application used by small business customers to manage their accounts and services.
- 15) **MBA (My Business Assistant):** The on-line application used by internal Verizon Associates to assist customers with their on-line MB experience.
- 16) **Mercury Quality Center (QC)** – The SDLC testing and tracking application utilized by the Verizon Wireless IT teams for internal ticket tracking and status.
- 17) **MTN:** Mobile telephone number
- 18) **NSE** – Verizon Business Center help desk to report landline telco and broadband issues
- 19) **Problem Notification** – A notification that an application function or output is incorrect. It results in a trouble ticket being filed. Also referred to as an application defect or bug.

Execution Version

- 20) **SMB** – Small and Medium business integration effort utilizing My Business (also known as Verizon Business Center)
- 21) **SPOC**: Single Point of Contact. Wireless has a predetermined SPOC. Telecom and Broadband do not.
- 22) **Telecom** – Verizon landline company and wireline products
- 23) **User Type**: The Company Type(s) associated to the user. The user type associated with each user will determine whether the user has access to the Wireless, Internet and/or Phone pages.
- 24) **VISION**: Primary billing systems for all regions within Verizon Wireless. Used to maintain customer records, order equipment, change plans and features and to keep track of usage. Vision= Virtual Information System Integrated On-Line Network
- 25) **VZW**: Verizon Wireless
- 26) **Verizon Wireless Business Internet Services Production Support (VZW BIS PS)** – West Area IT Team that manages the My Business application.
- 27) **WR**: Work request, these are small repeatable efforts that are submitted in the My Business Maintenance QC queue (report requests)

My Business Problem notification ticket (PN) Process Overview

A Problem Notification for My Business will proceed through the typical life cycle, as follows:

- (1) When a user experiences an issue with My Business, the user will call his/her business SPOC, which is the primary support team for end-users. The business SPOC will attempt to resolve the problem for the customer.
- (2) If the Business SPOC is unable to resolve the issue, the SPOC will be called into the ITSD @ **866-899-4872** or entered directly in CMISWeb by the SPOC.
- (3) The business single point of contact and/or IT Service Desk will submit the PN ticket to the MyBiz_Support queue in the CMISWeb application. The field names that generate a ticket to the My Business queue:
 - a. *application = MyBusiness*
 - b. *assignee department = MyBiz_Support*
- (4) The Verizon Wireless BIS Production Support analyst will review the PN for validity and to determine if all necessary information is populated in the CMISWeb ticket. If the ticket appears to be a valid issue, the analyst will then import the CMISWeb tickets to the Mercury Quality Center Application (QC.) The CMIS ticket number is cross-referenced in the QC trouble ticket field and the QC ticket number is cross-referenced in the CMIS Text>Status tab.
- (5) The Analyst will monitor the CMISWeb queue hourly, Monday through Friday, 8am – 6pm Pacific time. The Analyst will be responsible for researching the PN prior to routing to development.
- (6) Only valid PNs will be entered into Quality Center, for tracking purposes. The CMISWeb ticket number will be entered into the trouble ticket field in Quality Center.
- (7) Invalid PNs will be closed in CMISWeb (without importing to QC.) The Analyst will fully document why the PN is invalid in the resolution field of the CMISWeb ticket. If applicable, the Analyst will reassign the ticket to another group, using the CMISWeb reroute functionality. – **All interfacing groups must provide the Assignee Departments to ensure proper ticket routing and avoid delays in ticket resolution. Please see contact list for CMISWeb Assignee Department information.**
- (8) Every week, the Analyst will compile a report of all PNs and distribute the report to the VZW BIS Production Support, QA, and Developers to read in advance of the weekly Prioritization Meeting with Internet Services and Marketing. Internal review meeting currently held on Mondays, ISM review meetings held Wednesdays.

Execution Version

- (9) Every week the VZW BIS PS analyst will lead a Prioritization Meeting with ISM to provide status, assess LOEs, and assign PNs to a release. VZW BIS PS, QA, and Development teams will participate.
- (10) Tickets related to SMB will be noted in the Interfacing Systems column of the report with SMB. Analysts who work these tickets in QC must put the SMB in this field on each applicable ticket.
- (11) Following each Prioritization Meeting, the Analyst will assign all the agreed upon PNs to the appropriate release in Quality Center. They will also generate a report of all PNs and provide status on the PNs, including information on current scheduled releases, to the business (ISM.) *(See the Reports Section, below, for additional information on the contents and format of the report.)*
- (12) Each PN will be assigned to the development lead to assign to a developer.
- (13) Depending on the LOE, the development team will have a specified amt of time to complete coding and testing based on application release calendar. Once coding/testing is complete, the developer will set the Quality Center status to Fixed.
- (14) The code will be deployed to the appropriate environment, where Analyst Testing, UAT, and QA will occur.
- (15) The Analyst will validate the results of the coding (1 day TBD). Upon successful completion of testing, the Analyst will set the Quality Center status to Ready QA.
- (16) QA will perform testing for 1day in conjunction with the analyst testing. Upon successful completion of testing, QA will set the Quality Center status to Ready UAT. QA will notify the Analyst that they have completed testing.
- (17) The business will perform UAT testing for approximately 4 days (may be more or less depending on scope of changes.) Upon successful completion of testing, the business will set the Quality Center status to Passed UAT. The business will notify the Analyst that they have completed testing.
- (18) The PN will go into production on the assigned release date.
- (19) The business users (ISM and Interfacing Teams) will perform shakeout testing, after the code is in production.
- (20) The Analyst will verify the changes are in production and close the PN in Quality Center.
- (21) The VZW BIS PS analyst will also close out the corresponding PN trouble ticket in CMISWeb.
- (22) The VZW BIS PS team currently manages monthly maintenance releases. Emergency releases are only done when addressing showstopper type of PNs.

Note: If, at any time during testing (Analyst, UAT, and QA), the PN fails, the tester will set the status to re-open so that development may review the code and repair it as needed.

Valid PNs will remain in CMIS until they are complete.

The process outlined above addresses PNs identified by the user community. Internally identified PNs will be tracked in Quality Center but will not be entered into CMIS. If a VZW BIS team member identifies a problem in any environment, they must validate that it is present in the production environment. If the problem exists in production, enter a defect ticket in Quality Center and assign to the PN lead.

A flow chart of the preferred path of this process is included in Appendix A

SMB Telecom or Broadband Problem notification ticket (PN) Process Overview

Tickets that are part of SMB integration, but belong to one of the other interfacing teams (Telecom or Broadband), will be tracked and routed in CMIS.

Execution Version

- (1) Tickets that need to be initiated by Verizon Wireless for Verizon (Telco or Broadband) will be done by contacting the Verizon Telecom Help Desk (aka ITSD formerly called NSC) at **813-978-2828** and logging a CMIS ticket. The VZW analyst or developer must know the correct CMIS routing codes to get the tickets assigned correctly. These can be found on the attached Contact List (Appendix I.)
- (2) For tracking purposes, Verizon Wireless will also log a corresponding Quality Center ticket with the CMIS number populated in the trouble ticket field and the ticket status will be set to "Assigned to Interfacing Sys" and the Interfacing System field set to SMB.
- (3) The Verizon assignee department and contact will provide periodic updates to the CMIS ticket based on Cust. Commit Date and times.
- (4) Both Verizon and Verizon Wireless teams will check the latest ticket status by viewing the tickets in CMIS and following up with the Assignee Name listed on the ticket.
- (5) CMIS ticket e-mail updates are only given to the customer that initiated the ticket. Only one customer contact allowed per CMIS ticket.

Quality Center

The following describes the domain, project, and fields applicable to the Internet Business Applications within the Quality Center application.

DEFECTS PAGE --

Application:

For My Business, Domain = My Business, Project = My Business

Status:

- ❖ **New:** This value is associated to all newly created PNs and WRs.
- ❖ **Need More Info:** This value is assigned to an incomplete CR, PN and WRs. The Analyst will work with the submitter to obtain additional information and/or clarification on the request.
- ❖ **Needs Research:** This status is assigned to tickets that require development personnel research/validation but may, or may not, require a code change or LOE

Execution Version

- ❖ **Assigned:** Once the CR/PN/WR has been validated, it will be assigned to a development lead for additional assessment and resource allocation. This status is usually used for tickets done outside of a maintenance release (Data fixes and report runs)
- ❖ **Assigned to Interfacing Sys:** Those tickets that are being worked by Interfacing systems teams. The corresponding Interfacing System field should also be updated with the team working the ticket.
- ❖ **Fixed:** When development is complete and the code has passed unit test, the developer will release the code to the QA environment and set the status to Fixed.
- ❖ **Ready UAT:** The Analyst will validate CRs/PNs in Fixed status and confirm that they are ready for UAT.
- ❖ **Passed UAT:** The business will test the CR/PN in the QA environment. If the testing is successful, the business will set the status to Passed UAT.
- ❖ **Ready QA:** Upon receiving notification from the business that testing has Passed UAT, the Analyst will set the status to Ready QA.
- ❖ **Passed QA:** The QA team will conduct testing on the CR/PN and will set the status to Passed QA, when testing has successfully concluded.
- ❖ **Closed:** Upon releasing the code to production, the status will be changed to Closed.
- ❖ **Re-open:** After the PN/CR is released to production, if the issue or enhancement is failing in production, the Quality Center Defect will be re-opened.
- ❖ **Waiting for LOE:** Maintenance analyst has validated the ticket and assigns to development for an LOE.

If, at any time during testing, the analyst, business, or QA finds an error, the status will return to re-open and be sent back to development to address, and the cycle will repeat. (Note: The analyst will determine if the "failure" is legitimate and reassign the CR/PN back to development.) Re-open should only be used when fixed code has failed testing and needs to be re-fixed. The re-open status has a counter in Quality Center and is used to measure the rework we experience.

Priority:

- ❖ **Showstopper:** Change needs to be made for the next release, regardless of the life cycle schedule.
- ❖ **High:** Change needs to be implemented in the next scheduled release in the life cycle.
- ❖ **Medium:** Change should be implemented as soon as possible, although not necessarily in the next scheduled release.
- ❖ **Low:** Change is not urgent and can be implemented in a future, unspecified release.

The following criteria may be used to assess the criticality of a given PN.

Execution Version

- ❖ Escalations
- ❖ Legal requirements
- ❖ First come/first served

For My Business, PNs will be assigned to the **MyBusiness Maintenance Project**.

Type:

- ❖ For PNs, the Type will be set to "Bug".
- ❖ For WRs the type will be set to "Work Request"

Severity 1/ Severity 2 Notifications **System outages (Sev 1/ Sev 2 notifications) will prompt the ITSD to page the Infrastructure Team.**

If the ITSD deems a ticket to be critical (but not an outage), the ITSD will page the on-call developer. Valid critical PNs will be reported by the on-call developer to the Analyst. This BSA will communicate the issue to the IBA Leadership Team (distribution list). A Production Alert e-mail notification will also be sent to ISM and Leadership by the BSA. These notifications statuses will be sent as new information and updated statuses become available. The final alert e-mail will include the root cause and resolution.

Critical PNs will be entered in Quality Center and will follow the process outlined above, in the section entitled Problem Notification (PN) Process Overview.

Reporting

On a weekly basis, the Analyst will compile reporting on PNs. This report will be distributed to the Application Leadership Team. The report will contain the following pieces of information, maintained by the Quality Center Application, in an Excel format:

- ❖ Create Date
- ❖ Defect ID
- ❖ Summary
- ❖ Status (New, Fixed, Ready UAT, Closed, etc.)
- ❖ ECPD Profile ID
- ❖ Originator
- ❖ Priority
- ❖ Application
- ❖ Owners (1,2, & 3)
- ❖ Summary of Problem
- ❖ Release Date / Name

Execution Version

- ❖ Trouble Ticket CMISWeb Number (if applicable)
- ❖ Interfacing System (i.e. ISM, SMB, Vision etc)
- ❖ Functionality Group
- ❖ Type

On a monthly basis, the Analyst will provide insight into the month's PNs to identify any trends, opportunities for improvement, and any other observations. A Top 10 (or less) Issues Spreadsheet will also be sent with the weekly report.

A sample report is included below



SMB Appendix F
sample report.p...

Execution Version

Appendix G PN Process Diagram

Execution Version

Production PN Process for Business Internet Systems

Wireless: SPOC has been identified per area
 vZ.com: SPOC in the eBiz group (Melana Jarvis)
 vZ.net: TBD (Richard Hamblin to confirm)

Business single point of contact for each line of businesses (vzw.net, vzw.telecom, mb) identifies problem and creates defect/calls in defect into CMIS

ITSM: 866-898-4872
 (IT Support Desk helps business to enter tickets into CMIS)
 Note: A template that contains a standard list of questions will be created for CMIS. These questions will determine the functional area and description of issue concerned

2A
 PN Business Analyst monitors CMIS and transfers all BIS (MB/MBA) software problems to Quality Center
 Status = New

2B
 BIS (MB/MBA) team member finds problem and creates defect in Quality Center
 Status = New

3
 PN Business Analyst validates the defect. Assigns valid defects to the IT Lead
 Status = Assigned
 Owner = IT Lead

4
 Development lead assesses work effort and provides feedback to the analyst on the Level of Effort (LOE). If interfacing System involvement is required and if available the target resolution date.
 Status = Assigned
 Owner = Dev Lead

5
 PN Lead Analyst facilitates weekly maintenance release meetings with the Business and IT. After meeting analyst updates release dates and pertinent information for all tickets in Quality Center.

6
 Developer resolves the defect for assigned release and notifies the Business Analyst that the PN is ready for testing. Actual Fix Time is required to be entered in QC
 Status = Fixed
 Owner = Analyst

7
 BA tests the PN and assigns the defect to UAT for testing.
 Status = Ready QA
 Owner = QA Lead

8
 QA tests the defect. If fixed, QA passes the defect and updates the ticket status in QC.
 (Ticket Report with status to be provided during weekly meeting)
 Status = Ready UAT
 Owner = UAT Lead

Outage - In case of Morning Health Check Failure or Outage or Severity One Issue during SLA (24 x 7, refer to Service Availability Agreement) an email describing the issue and providing a status will be distributed to all IT and Business contacts

9
 UAT tests the PN. If fixed, UAT passes the PN and updates the ticket status in QC
 Status = Passed UAT

10
 Resolution is implemented in production and Production Validation is completed.

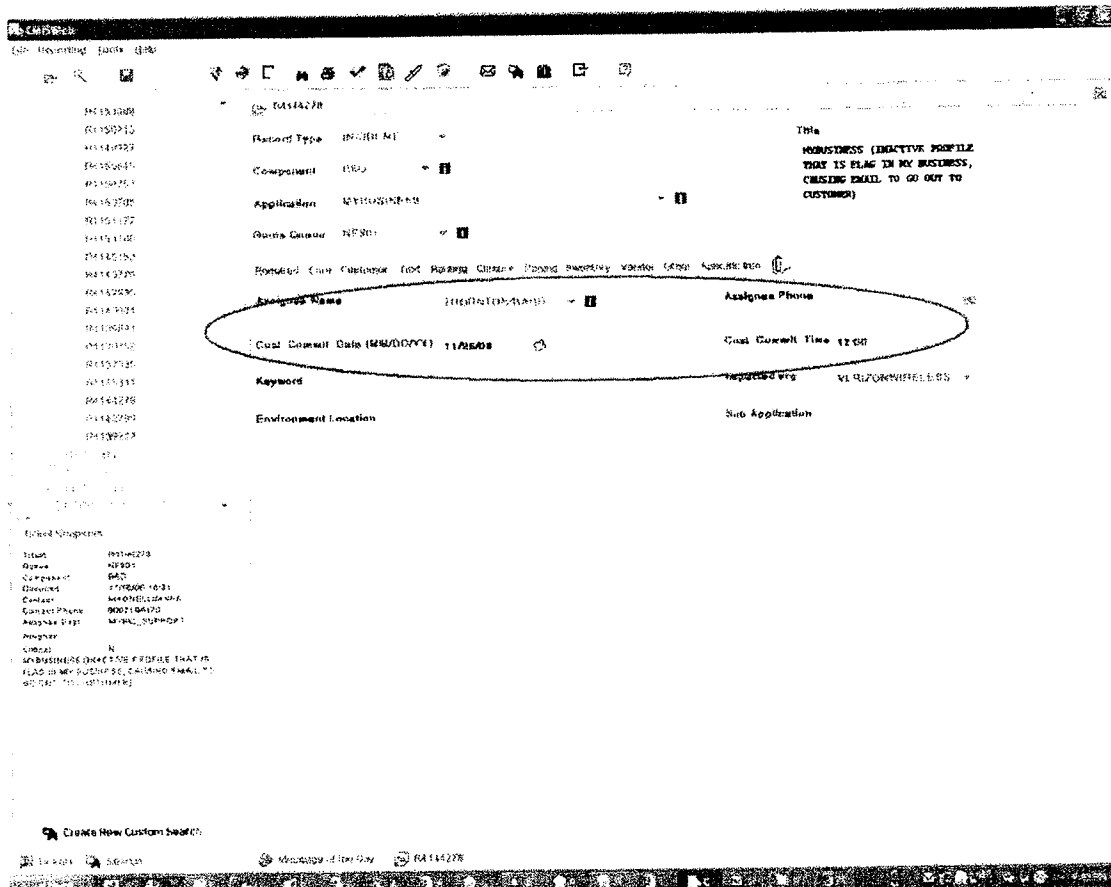
11
 Analyst closes QC ticket and corresponding CMIS ticket
 Status = Closed

Execution Version

Appendix H Required Fields and Values in CMISWeb for Ticket Tracking and Routing

From the Routing Tab in CMISWeb

1. Double click the ticket
2. Select Routing Tab
3. Input Assignee Name
4. Input Cust Commit Date (should be 5 business days from ticket create date)
5. Input Cust Commit Time: Always input as 12:00n



Attachment C1 – Routing Tab

Execution Version

The Assignee Dept is located on the Core tab. Reroute ticket button is also shown on the following screenshot

The screenshot displays a CRM interface for ticket management. The top navigation bar includes a 'Ticket reroute button' circled in red. The main content area shows ticket details for ID 114276. The 'Assignee Department' field is circled in red. The ticket details include:

- Ticket ID: 114276
- Handled Type: INCIDENT
- Component: BMO
- Application: MYBUSINESS
- Priority Queue: NY DOT
- Request Date: Customer (via Booking/Close/Reply/Inventory/Under/Other/Reorder/Info)
- Priority: Critical
- Contact Site: IFA
- Assignee Department: NYBC_SUPPORT
- Bus Component: APPLICATION (5500)
- RVA: 00000000
- OPBR Number: 00000000

The ticket description is: **NYBC_SUPPORT**
Critical
MYBUSINESS (INACTIVE PROFILE THAT IS PLAS IN MY BUSINESS, CAUSING EMAIL TO GO OUT TO CUSTOMER)

Attachment C2 - Core Tab

Execution Version

From the Text tab choose the Status sub tab and enter the corresponding QC ticket number in the status

The screenshot displays the CMISWeb application interface. On the left, there is a navigation pane with a list of records. The main content area shows the details for a record with ID 9444270. The record type is 'INQUIRY', the component is 'CRM', and the application is 'CUSTOMER'. The record description is 'STATUS: PENDING'. The 'New Text' field contains the value 'QC 3385'. The record description also includes a note: 'NONBUSINESS (DOCTIVE PROFILE THAT IS FLAG IN MY BUSINESS, CAUSING EMAIL TO GO OUT TO CUSTOMER)'. The interface includes a toolbar at the top and a status bar at the bottom.

Attachment C3 – Status Tab

Execution Version

**Appendix I My Business IT and Business Teams
Contact List**



SMB_Prod_Support
_Contact_List