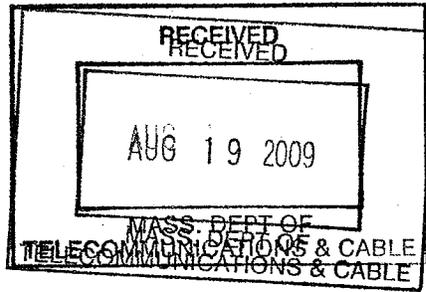


RPN

John L. Conroy
Vice President
Regulatory Massachusetts



185 Franklin Street Room 1701
Boston, MA 02110

Phone 617 743-9250
Fax 617 743-8881

August 19, 2009

Michael Isenberg, Director
Competition Division
Department of Telecommunications & Cable
Two South Station, 4th Floor
Boston, MA 02110

Re: FiOS Digital Voice

Dear Mr. Isenberg:

I write on behalf of Verizon New England Inc., d/b/a/ Verizon Massachusetts ("Verizon MA") with additional information regarding FiOS Digital Voice ("FDV") as a follow up to our meeting of July 9, 2009, and to Alex Moore's letter to Commissioner Why of July 17, 2009, discussing our successful limited trial of FDV in Massachusetts.

As you know, Verizon MA will be expanding the availability of FDV in the coming months. FDV is a Voice over Internet Protocol service. It converts the customer's voice into data packets and carries that information using Internet protocol. FDV allows customers to call, and receive calls from, other VoIP customers as well as customers who are served by the public switched telephone network ("PSTN").

Unlike traditional telephone service on the public switched telephone network, FDV does not distinguish between local calls and domestic long distance calls. While FDV includes some calling features associated with traditional telephone service, such as caller ID, call waiting and call forwarding, it also offers many new Internet Protocol features not available with telephone service, such as scheduled call forwarding, simultaneous ring on multiple phone numbers, virtual telephone numbers and Pick Your Own Area Code, which allows a customer to choose a phone number associated with a location different from the customer address where FDV is provided. In addition, FDV comes with FiOS Digital Voice Account Manager, which allows customers to manage their calling features online and offers a host of additional IP features, including online log of calls and voicemails, visual voicemail and an electronic address book.

FDV is subject to a number of federal regulatory obligations. It contributes to the federal universal service fund and is subject to CALEA and local number portability. FDV allows customers to make 911 calls and Directory Assistance calls, and it supports TRS service.

FDV will be available in Massachusetts as part of "triple play" and "double play" bundles. FDV will also be available as a stand-alone service, but only in limited circumstances. Verizon MA's customer service representatives are trained to explain FDV and its features to customers who order such bundles where FDV service is available.¹ Customers who order FDV are provided with Verizon's FDV Terms of Use and a "Getting Started" guide, which also advises the customer how to access the full FDV User Guide online at www.verizon.com/fiosvoice. Copies of the Terms of Use and the Getting Started Guide provided to Massachusetts customers during the recent limited trial are enclosed with this letter. The Terms of Use, Getting Started Guide and User Guide are subject to revision. For example, the company intends to remove the arbitration clause from the Terms of Use and revise the choice of forum provision.

Verizon MA has developed policies and practices for FDV that allow us to best serve our customers while protecting the company's interests. Key policies include the following:

- Verizon MA voluntarily collects the state E911/TRS surcharge on FDV lines.
- FDV bills are rendered every 30 days, in advance, consistent with billing for Verizon FiOS data and television services, making it easier for customers to read and understand their bills.
- Bills include an Account Summary which states the amount of the previous charges, adjustments for any payments received, the amount of any charges past due, an itemization of new charges, total new charges and the total amount due.
- Payment is due 25 days from the bill date. The due date is stated on the bill.
- If a customer fails to pay a bill by the due date, Verizon MA will send the customer a written notice stating that it will suspend service if payment is not made within 15 days. However:
 - A customer will not receive a notice of discontinuance unless the amount past due exceeds a threshold for the product or bundle at issue. The thresholds for FDV bundles and FDV as a stand-alone product all exceed \$25.

¹ As we explained at the July 9 meeting, technological issues currently impose geographic limits on the availability of FDV. We hope to overcome those issues soon, but even at full deployment, FDV will be available only to customers served by Verizon MA's FiOS fiber optic network.

- Verizon MA will consider other criteria before sending a notice of suspension. For example, Verizon MA may allow a customer with a history of timely payments more time before sending a suspension letter.
- Before suspending service, Verizon MA will make two phone calls to the customer during the 15 day period and a third call on or after the expiration of that period.
- If service is suspended, Verizon MA will provide a second written notice, allowing the customer an additional ten days in which to make payment to avoid termination of the account.
- Verizon MA service representatives have discretion to extend payment arrangements where a customer is unable to pay a bill due to illness or personal injury.
- Customers who desire the Lifeline discount are free to retain or order traditional telephone service.
- Verizon MA will voluntarily work with the Department to respond to and resolve any and all customer inquires and complaints regarding FDV service on a timely basis.

As you know, it is Verizon MA's position that FDV is not subject to state regulation. Nevertheless, the above policies are consistent with the major items included in the Department's Residential Billing and Termination Practices for intrastate telephone services adopted by the Department's predecessor in D.P.U. Docket No. 18448 (1977). Indeed, the above policies more accurately reflect today's digital reality and the transformative changes in the communications industry over the past 32 years.

As always, please contact me if you have any questions or would like to discuss Verizon MA's FDV service further.

Sincerely,


John L. Conroy

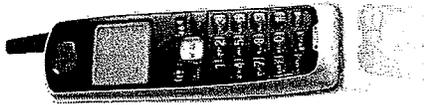
Enclosures

cc: Geoffrey Why, Commissioner
Ms. Donna Cupelo

**FIOS DIGITAL VOICE MAIL —
MENU MAP**



**VERIZON FIOS®
DIGITAL VOICE
GETTING STARTED GUIDE**



**THIS IS
FIOS®
THIS IS
BIG®**

XXXXXXXX-XX-XXXX

©2008 Verizon.
FIOS® is a registered trademark of Verizon.

**THIS IS
FIOS®
THIS IS
BIG®**

MAIN MENU

1 LISTEN TO MESSAGES

MESSAGE PLAY (during playback)

- [1] Play Message Again
- [2] Save Message
- [3] Delete Message
- [4] Slower
- [5] Louder
- [6] Faster
- [7] Rewind Five Seconds
- [7.7] Rewind to beginning of message
- [8] Pause
- [9] Fast Forward Five Seconds
- [9.9] Fast Forward to end of message
- [0] Softer
- [*] Exit Messaging
- [#] Skip

2 SEND MESSAGE TO ANOTHER SUBSCRIBER

3 WAKE UP & REMINDER MESSAGES

POST PLAYBACK (FUNCTION) MENU

- [1] Play Message Again
- [2] Save Message
- [3] Delete Message
- [4] Reply to Sender
- [5] Forward Message
- [6] Date, Time & Sender
- [8] Return Call
- [9] Renew (expired messages)
- [*] Exit Messaging
- [#] Next Message
- [0] Replay Menu
- [1] Save deleted messages
- [2] Main Menu

REMINDER MESSAGE MENU

- [1] Schedule One Time Reminder
- [2] Schedule Daily Reminder
- [3] Schedule Weekday Reminder
- [4] Schedule Weekend Reminder
- [5] Schedule Reminder on Specific Day
- [6] Review Reminder Messages
- [*] Previous Menu

LANGUAGE SELECT

- [1] English
- [2] Spanish
- [*] Previous Menu

4 PERSONAL OPTIONS

PERSONAL PROFILE

- [1] Change Passcode
- [2] Change Language
- [3] Notification Options
- [5] Time Zone
- [6] Ring Count
- [*] Previous Menu

NOTIFICATION OPTIONS

- [1] MWI
- [2] Special Delivery
- [3] Email
- [4] Wireless (SMS)
- [5] Pager
- [*] Previous Menu

6 DIRECT SUB-MAILBOX TRANSFER

WAKE UP & REMINDER MENU

- [1] Schedule Wake Up Call
- [2] Schedule Reminder Message

0 GLOBAL MENU HELP (on all menus)

PERSONAL OPTIONS

- [1] Personal Profile
- [2] Greetings
- [3] Group Lists
- [4] Individual Mailbox
- [5] Message Preferences
- [*] Previous Menu

* ACCESS ANOTHER MAILBOX (not voiced)

LOGIN TO ANOTHER MEMBER'S SUB-MAILBOX

- [1] Create
- [2] Change
- [*] Previous Menu

PERSONAL GREETING SELECT

- [1] Personal Greeting
- [2] System Greeting "name"
- [3] System Greeting "number"
- [4] System Greeting "without number or name"
- [*] Previous Menu

MESSAGE PREFERENCES

- [1] Envelope
- [2] Autoplay
- [3] Sort Order
- [4] Voice of Sender's Caller ID
- [*] Previous Menu

GREETINGS

- [1] Name Recording
- [2] Busy Greeting
- [3] Personal Greeting
- [4] Extended Absence Greeting
- [5] Caller Invitation
- [*] Previous Menu

GROUP LIST

- [1] Create
- [2] Change
- [3] Delete
- [*] Previous Menu

INDIVIDUAL MBOX

- [1] Create
- [2] Change
- [*] Previous Menu

WELCOME TO VERIZON FIOS® DIGITAL VOICE

Congratulations. Your FiOS® Digital Voice service is now working. You are about to experience an exciting new generation of voice communications technology. Your new FiOS Digital Voice service comes with many easy-to-use call management features and benefits. You can manage calls online by setting up features like Call Forwarding and Do Not Disturb, review an online list of your incoming and outgoing calls, and even check Voice Mail from any computer with Internet access. FiOS Digital Voice lets you do it all with your own online Account Manager.

This compact guide will let you get the most out of all the new and exciting features of FiOS Digital Voice. A more detailed User Guide is available at verizon.com/fiosvoice/userguide or through your FiOS Digital Voice Account Manager at verizon.com/fiosvoice.

We hope you enjoy your new phone service.

MAKING CALLS WITH YOUR FIOS DIGITAL VOICE PHONE LINE

Domestic Calls and Calls to Canada

For calls to locations in the U.S., U.S. territories (American Samoa, Guam, Mariana Islands and the U.S. Virgin Islands), Puerto Rico and to Canada:

Dial the 3-digit area code + the 7-digit phone number of the person you are calling. There is no need to dial a 1 before the area code.

International Calls

For calls to the countries listed below:

Dial 1 + the 3-digit area code + the 7-digit phone number of the person you are calling.

Anguilla, Antigua & Barbuda, Bahamas, Barbados, Bermuda, British Virgin Islands, Cayman Islands, Dominica, Dominican Republic, Grenada, Jamaica, Montserrat, St. Kitts & Nevis, St. Lucia, St. Vincent & the Grenadines, Trinidad & Tobago, and the Turks & Caicos Islands.

For international rates and information on country codes:

1. Sign into your Account Manager at verizon.com/fiosvoice.
2. Click on "Extras."

If you would like to block international calling, access your Account Manager at verizon.com/fiosvoice and select "International Call Block" in the "Administration" link on the left side of the screen.

Calls that will not be completed

FIOS Digital Voice will automatically block all 0+, 00, 01, 500, 10-10-XXX, 700, 900, 950, 976, Collect and Third-Party calls. These types of calls cannot be placed or accepted on any FIOS Digital Voice phone line. FIOS Digital Voice will play a reminder message if a call is made to a number that has been blocked.

IMPORTANT E-911 INFORMATION

Before we get started, you should know that in the case of an electrical outage, your FIOS Digital Voice service will continue to operate on battery power for up to eight hours. If electricity has not returned after that time, it will not be possible to make or receive calls, including emergency calls to 911. In the welcome letter you will receive from Verizon, you will find stickers with this information. You will also find them in the package left by the technician during your service installation. We strongly recommend that you apply the stickers to your phones as a reminder of this important aspect of your FIOS Digital Voice.

USING YOUR VOICE MAIL SERVICE

Voice Mail allows callers to leave messages for you when you are away from your phone or when you are unable to take the call. Voice Mail is a free optional service with FIOS Digital Voice. If you have selected Voice Mail, you will be able to retrieve your messages either by phone or online, at home or away from home.

Setting up your Voice Mail account from home

Callers will be able to leave you messages even before your mailbox has been set up; however, you will not be able to listen to your messages or use the other features in your mailbox until you complete the setup process described below.

1. Dial Voice Mail at 1.888.2FIOSVM (1.888.234.6786).
2. Enter your default passcode, then press **[#]**. Your default passcode is the last four digits of your FiOS Digital Voice telephone number.
3. Follow the voice prompts to:
 - Select the default language
 - Create a new passcode
 - Record your personal greeting
 - Record a busy greeting (which a caller will hear when you're on the phone)
 - Record a name announcement
 - Select the greeting callers will hear

IMPORTANT NOTE: Your new passcode must be 4–10 digits long. It should be easy for you to remember, but difficult for others to guess. You cannot use repeating digits (e.g., 1111), sequential digits (e.g., 1234, 6543) or any part of your phone number.

4. When you have finished following the voice prompts, your Voice Mail account setup will be complete.

You can change the setup of your mailbox at any time by calling Voice Mail (1.888.2FIOSVM), entering your passcode and following the prompts from the Main Menu. Please refer to the Menu Map (attached at the end of this guide) for available options.

Retrieving your Voice Mail messages

If you are at home, you can listen to your messages directly from your FiOS Digital Voice phone line. You will know you have new messages if the Message Waiting Light is illuminated on your telephone handset (if your phone has this feature) or if you hear an "interrupted" dial tone when you pick up the handset.

When you're away from home, you can retrieve messages by calling the Voice Mail 800 number (below) or accessing your online Account Manager.

To listen to your messages from your home phone:

1. Dial Voice Mail (1.888.2FIOSVM).
2. Enter your passcode, then press **[#]**.
3. At the Main Menu, press **[1]**.

To listen to your messages while away from home:

1. Dial Voice Mail (1.888.2FIOSVM).
2. When the system answers, press **[#]**.
3. Enter your mailbox number (your home telephone number), then press **[#]**.
4. Enter your passcode, then press **[#]**.
5. At the Main Menu, press **[1]**.

To view message information or listen to your messages online:

1. Sign into your Account Manager at verizon.com/fiosvoice.
2. Click the "New Voice Mail" link on the Home Page. Select the Voice Mail Voice Mail message you want to hear and press "Play". Alternatively, you can go to the "Calls and Messages" tab on the left side of the Account Manager Home Page and select the "Voice Mail" tab.

To review more features available with Voice Mail, see the Voice Mail Menu Map in this guide or visit the User Guide online at verizon.com/fiosvoice/userguide.

USING YOUR FIOS DIGITAL VOICE ACCOUNT MANAGER

Your Account Manager allows you to manage your calls online, giving you a whole new level of control over your voice communications. Your Account Manager Home Page is the first page you see when you log in, and it's the control center for FiOS Digital Voice. Each time you log in, the Account Manager Home Page is automatically refreshed, so you get the most up-to-date information available about your account.

The Main Menu bar gives you access to everything you need to manage your calls, such as setting your calling features, accessing Voice Mail, viewing your incoming and outgoing call lists, maintaining a phone book and much more.

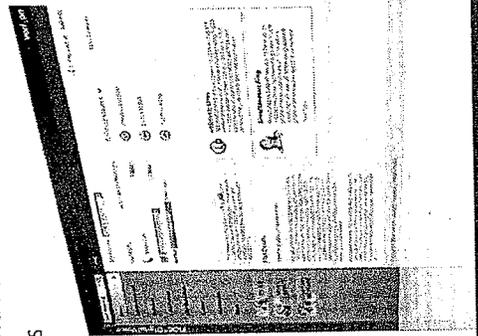
Accessing your Account Manager

If you already have a Verizon Online Username and Password:

1. Go to the Account Manager at [verizon.com/fiosvoice](https://activate.verizon.net/fiosreg/welcome).
2. Enter your Verizon Online Username and Password. This is the same Username and Password you use to access Verizon Central and Verizon Surround.

If you do not have a Verizon Online Username and Password:

1. Go to <https://activate.verizon.net/fiosreg/welcome> to create your Verizon Online Username and Password.
2. Go to verizon.com/fiosvoice to access your Account Manager.
3. Enter your Verizon Online Username and Password created in Step 1.



Learn more about FiOS Digital Voice

By accessing your Account Manager you can learn about all the exciting features and benefits that are available to you with FiOS Digital Voice. For more information, please log in at verizon.com/fiosvoice to learn about:

- Online Call Logs
- Voice Mail (including online retrieval of messages)
- Innovative calling features such as:
 - Call Forwarding Always
 - Schedule Call Back
 - Selective Incoming Call Block
 - Simultaneous Ring
 - Backup Number
- Place a Call
- Virtual Numbers and Distinctive Ring
- Vanity Numbers
- Online Phone Book
- Online Calendar

FREQUENTLY ASKED QUESTIONS AND TROUBLESHOOTING

Visit our Online Guide at verizon.com/fiosvoice/userguide for details.

VERIZON FiOS® DIGITAL VOICE TERMS OF SERVICE

Welcome to Verizon's FiOS Digital Voice Service.

Please read this agreement carefully before filing it in a safe place for future reference.

In this Agreement ("Agreement"), "you" and "your" mean the customer of Verizon FiOS Digital Voice Service ("Service(s)") defined below, and "Verizon," "we," "our," and "us" mean the Verizon operating companies that provide you with Service (see Exhibit A for the specific Verizon company providing the Service in your state). You acknowledge that you are 18 years of age or older, and you agree that you have the legal authority to enter into this Agreement and affirm that the information you supply to us is correct and complete. Providing false or incorrect information may result in Service provisioning delays, the suspension or termination of your Service and the inability of a 911-dialed call to be correctly routed to emergency response center personnel.

This Agreement incorporates the terms of the Calling Plan you selected. The Calling Plan includes your monthly service allowances and features. To the extent that there is a conflict between this Agreement and your Calling Plan, the terms in your Calling Plan will govern.

This Agreement becomes binding when you accept this Agreement. You accept this Agreement and Verizon's terms and charges when you subscribe to, use or pay for the Services or tell us orally or through written or electronic means that you accept the Agreement.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT. YOU WILL BE RESPONSIBLE FOR ANY CHARGES ASSOCIATED WITH THE SERVICE UNTIL THE SERVICE CANCELLATION DATE.

1) DEFINITION OF SERVICE

- a) Verizon FiOS Digital Voice Service is a residential voice service. For purposes of this Agreement, the term "Service" shall mean Verizon FiOS Digital Voice Service, including all software, equipment and other features, products and services provided by Verizon under the Calling Plan that you selected.
- b) The Service does not allow 500, 700, 900, 950, 976, 00, 01, 0+, collect calls, third party operator assisted calls, calling card calls or dial-around calls (e.g., 1010-XXXX). Verizon will not bill any charges on behalf of other carriers.
- c) The Service is subject to billing and technical capability and the availability of facilities. The Service is not available in all locations.

2) SERVICE USE AND LIMITATIONS; CUSTOMER OBLIGATIONS

- a) **Use of Service.** You agree that the use of the Service, without limitation, is your sole responsibility, is at your own risk, and is subject to all applicable local, state, national and international laws and regulations. This includes the use of the Service by others, with or without your permission. You may not resell, assign or otherwise transfer the Service or Agreement to any other person for any purpose, or make any charge for the use of the Service, without express written permission from Verizon in advance.
- b) **Loss of Service Due to Power Failure.** The Service includes a battery back-up that provides power for your Service for up to eight hours in the event of a commercial

power outage. After the battery is exhausted, the Service (including 911) will not function until power is restored. The battery back-up will not power FiOS Internet (if you subscribe to that service) and therefore some features of the Service will not be accessible through FiOS Internet during a power outage. A power failure or disruption may require you to reset or reconfigure equipment prior to using the Service.

- c) **International Calling, Directory Assistance and Operator Services.** The current charges and rates for international calling, directory assistance, and operator services and the terms and conditions of use thereof are incorporated into this Agreement. Information on current rates is available by contacting Verizon Customer Service at 1-888-553-1555
- d) **Telephone Number.** You have the option to select a telephone number that is outside of your traditional local exchange area ("Pick Your Own Area Code ("PYOAC") Number"). Use of this PYOAC number for certain types of calls, such as 311 calls, may not allow you to reach the local organizations that support these types of calls. A white pages directory listing is not available for any PYOAC number on your account. In addition, if you are a TTY customer and use your PYOAC number to dial 711 and need to reach an emergency operator, it is possible that the telecommunications relay service operator will not be able to direct your call to the appropriate emergency service provider. If you are a TTY customer, we urge you to call 911 to reach emergency assistance.
- e) You agree to promptly notify Verizon whenever your personal or billing information changes (including, for example, your name, address, e-mail address, telephone number, and credit card number and expiration date). You acknowledge and agree that Verizon will be sending you information, including via e-mail, over the Internet.

3) REVISIONS TO TERMS AND PRICING

- a) From time to time, we may revise the terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference) and the prices for the Service. Increases to the prices or material revisions to the Agreement shall be effective no sooner than 30 days after we post them on our website at www.verizon.com/fiosvoice. If you do not agree to Verizon's revision(s), you must terminate your Service immediately in accordance with this Agreement. By continuing to use the Service after revisions are in effect, you accept and agree to all revisions.

4) PRICING AND PAYMENT

- a) **Prices and Fees.** You agree to pay us for the Service at the prices and charges that are billed to you. Monthly recurring charges will be billed one month in advance. The charges for any particular call will depend on a number of factors which include, for example, the Calling Plan selected, call duration, and type of call (e.g., domestic or international). International calls to certain types of phone numbers (e.g., mobile numbers) may be subject to additional charges. If you activate certain features, such as Simultaneous Ring or Call Forwarding, additional per minute or international charges may be incurred. You will be charged for calls forwarded to international numbers as though the forwarded calls originated from your FiOS Digital Voice telephone. All charges due are payable in immediately available U.S. dollars.
- b) **Call rounding/detail.** All calls are rounded up to the next highest minute and billed accordingly. You can view your detailed bill on-line with your FiOS Digital Voice account manager. Your call detail may not appear on your monthly paper bill or your charge card statement.
- c) **Taxes and Other Charges.** Verizon also may charge you for any applicable taxes, fees, surcharges, account set-up fees or other charges made using the Service, unless

you can show with documentation satisfactory to us that you are exempt from these charges. We will not provide advance notice of changes to taxes, surcharges and fees, except as required by applicable law.

- d) **Payment.** You must pay all bills or invoices on time (on or before the due date). We do not waive our right to collect the full amount due if you pay late or if you pay only a part of the bill.
- e) **Late Fees.** If we do not receive your total payment by the due date, we may charge you a late fee on the unpaid balance and may also terminate or suspend your Service. The late fee will be equal to the late fee charged to Verizon local exchange customers in your state. If Verizon uses a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including reasonable attorneys' fees and costs. If your payment is rejected, refused, returned, disputed or reversed by your financial institution or card issuer for any reason, Verizon has the right to charge a returned item fee and/or a late payment charge.
- f) **Charge Card Payment.** You may choose to have your Service billed directly to a charge card acceptable to Verizon. If your charge card is declined, is invalid or payment is not made by the issuer of your charge card at the time that a charge is attempted, you will not be able to use the Service until your account is paid in full.
- g) **Credit Check.** We will evaluate your credit history before providing you service. Your consent may be sought to obtain your credit information from consumer credit reporting agencies at any time and to share it with our affiliates. If your payment history is not acceptable to Verizon or if your payment history is unknown or indeterminable, you may be required, at any time, to provide: (i) pre-invoice payment based on usage incurred; (ii) a valid major credit card account number from an issuer acceptable to Verizon and authorization for Verizon to charge usage to your credit card account; (iii) agreement that your usage of Verizon's network and services will be subject to toll usage limits to be determined by Verizon; or (iv) a deposit. Verizon may refuse to furnish services if any charges owed by you to Verizon or any Verizon affiliate are past due for service(s) provided to you.
- h) **Deposits.** We may require that you provide us with a refundable deposit ("Customer Deposit"). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due. Within ninety (90) days of termination of Service, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged equipment, if applicable. If you fail to pay for the Services when due, we may use the deposit to satisfy amounts due without giving notice to you.

5) TERM AND TERMINATION; SUSPENSION

- a) This Agreement shall continue, subject to the terms of this Section, until terminated by either party as permitted by this Agreement.
- b) **Termination of Service with Notice.** Either you or Verizon may terminate this Agreement without cause by giving notice to the other in accordance with the notice provision set forth in this Agreement. Termination of Service by you will be effective upon your notice to Verizon. Termination by Verizon shall be effective thirty (30) days after the date of notice to you, except as otherwise provided in this Agreement. Verizon will not refund monthly charges paid to Verizon when you terminate the Service between billing cycles.
- c) **Limitation, Suspension and/or Termination of the Service by Verizon.**

- i) Verizon can, without notice, limit, suspend or terminate your Service if: (1) you are in breach of any of the terms of this Agreement or any payment obligations with respect to the Service, or if charges owed by you to any Verizon affiliate are past due for service(s) provided to you; (2) your use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, Verizon's network or the use and enjoyment of other users; (3) we are required by a judicial, legislative or regulatory body of competent jurisdiction to suspend or terminate your Service; (4) a ruling, regulation, or order is issued by a judicial, legislative or regulatory body that conflicts with this Agreement; (5) we for any reason cease to offer the Service in whole or in part; (6) you no longer meet the prerequisites for the Service; (7) you, any user of your Service, or any authorized contact on your account threatens our representatives, uses vulgar and/or inappropriate language toward our representatives, "spams" or engages in other abusive messaging or calling; (8) we take action to prevent or to protect against fraud, or to otherwise protect Verizon's personnel, agents, facilities, or services; (9) you use, or attempt to use, the Service for commercial, business or other non-residential purposes; or (10) for any good cause. Verizon shall have sole discretion in its determination of whether any of the conditions (1) – (10) are met.
- ii) **Repair of Service.** We have the right at any time to suspend or interrupt Services to make necessary repairs or changes in our facilities. We may refuse to repair Service if we determine that the conditions at your premises are unsafe for us or our agents.

6) RESTORATION OF SERVICE

- a) Whenever service is disconnected for fraudulent or unauthorized use of service, Verizon may, before restoring service, require the customer to make, at his or her own expense, all changes in facilities or equipment to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such use.
- b) Verizon, in its sole discretion, may refuse to accept your request or application for Service following a termination or suspension of your use of the Service. You must pay past due charges before the Service is reconnected and, if your Service is terminated or suspended for any reason, you may be required to pay a reconnection fee if the Service is reactivated.

7) NOTICES

- a) Verizon's notices to you under this Agreement will be provided by one or more of the following: posting on our web site, recorded announcement, bill message, bill insert, e-mail to an address provided by you, voicemail, posting on your FiOS Digital Voice account manager, letter using United States mail or call to your billed telephone number and such notices are deemed given upon delivery. You must provide notice to Verizon by calling Verizon Customer Service at 1-888-553-1555.

8) PRIVACY POLICY

- a) The Service may use, in whole or in part, a managed data network, the public Internet and third-party networks to transmit voice and other communications. Verizon will take reasonable measures with respect to the secure transmission of the Service. Verizon will treat your personal information in accordance with its then-current Privacy Policy (available at <http://www.verizon.com/privacy>) and the terms of this Agreement. The Verizon Privacy Policy is incorporated into this Agreement by reference. You agree to the terms of the Privacy Policy, which describes Verizon's use and disclosure of information about your account and your use of the Service. In the event of a conflict

between Verizon's Privacy Policy and the other terms of this Agreement, this Agreement shall control.

- b) In the course of providing services to you, we may collect certain information that is made available to us solely by virtue of our relationship with you, such as information about the quantity, technical configuration, type, destination and amount of your use of the telecommunications services you purchase. This information and related billing information is known as Customer Proprietary Network Information, or CPNI. (CPNI does not include your name, address, and phone number.) We may use this information, without further authorization by you, to offer you: (i) services of the type you already purchase from us, and (ii) the full range of products and services available from Verizon and other Verizon companies that may be different from the type of services you currently buy from us. Use of your information will permit us to offer you a package of services tailored to your specific needs. Without further authorization by you, we may also share your information with other Verizon companies with whom you already have an existing service relationship.

9) **LIMITATIONS ON 911 EMERGENCY RESPONSE SERVICES**

- a) **Our liability to you, to anyone dialing 911 using the Service, or to any other person or party, for any loss or damage arising from errors, interruptions, omissions, delays, defects, or failures of 911 services whether caused by our negligence or otherwise, shall not exceed the amount of our charges for such services during the affected period of time. This limitation of liability is in addition to any other limitations contained in this Agreement.**
- b) **Service Outage Due to Suspension of Your Account.** You agree that a service outage due to suspension of your account as a result of billing issues will prevent ALL Service, including any 911 emergency response services.
- c) You agree that any 911 calls made using the Service may be subject to network congestion and/or reduced routing or processing speed. If you have Call Forwarding, Do Not Disturb, Simultaneous Ring or other features programmed and in use at the time you dial a 911 call and your call is interrupted, the emergency dispatcher may not be able to call you back at the phone from which you dialed the call.
- d) **Additional Service Limitations that Apply in the Event that Verizon Cannot Route Your 911 Call Directly to the Appropriate Emergency Service Provider.** If, for any reason, Verizon cannot directly route your 911 call to the appropriate emergency service provider, your 911 call will be routed to a Verizon operator. You agree that the operator and/or emergency response center personnel receiving your call may not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You agree that the individual answering the call may not be able to call you back or determine your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to provide your phone number and physical location and/or if the Service is not operational for any reason. After you identify your location, the Verizon operator will determine the appropriate emergency response center for your location and route you to the general telephone number for that center.

10) **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

- a) **THE SERVICE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, MAKE NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED,**

INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONCERNING YOUR SERVICE. VERIZON DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION.

- b) IN NO EVENT SHALL VERIZON (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (1) ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF REVENUE OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES; OR (2) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.
- c) VERIZON SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: (1) ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; (2) EQUIPMENT, NETWORK OR FACILITY FAILURE, UPGRADE, SHORTAGE, RELOCATION OR MODIFICATION; (3) EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO YOU; OR (4) ANY OTHER CAUSE THAT IS BEYOND VERIZON'S CONTROL.
- d) VERIZON'S LIABILITY FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.
- e) THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS) WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. UPON DETERMINATION THAT ANY SUCH EXCLUSION OR LIMITATION DOES NOT APPLY, VERIZON MAY, IN ITS SOLE DISCRETION, MODIFY THIS AGREEMENT TO EFFECT THE ORIGINAL INTENT AS CLOSELY AS POSSIBLE.
- f) VERIZON RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE).

11) INDEMNIFICATION

- a) You agree to defend, indemnify and hold harmless Verizon from and against all claims, losses, damages, fines, liabilities, penalties, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any violation of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) negligent acts, errors or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (c) injuries to or death of any person, and for damages to or loss of any property, which may in any way arise out of or result from or in connection with

this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of Verizon; (d) claims for infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; or (e) the absence, failure or outage of the Service, including the 911 emergency response service, and/or the inability of you or any third-party user of your Service to be able to access emergency response center personnel.

12) GENERAL PROVISIONS

- a) The Service is not subject to regulation by a state public utility commission or other state utility regulatory authority.
- b) All obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive such termination, cancellation or expiration.
- c) Verizon will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including but not limited to acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.
- d) We may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed. This Agreement is not for the benefit of any third party except Verizon's parents, affiliates, subsidiaries, agents and predecessors and successors in interest.
- e) If any of the terms or conditions in this Agreement is held to be invalid or unenforceable by a government body of competent jurisdiction, the holding shall not affect any other term or condition of this Agreement, and the Agreement shall be construed as if it did not contain the invalid or unenforceable term or condition.
- f) You and Verizon agree that the substantive laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN FAIRFAX COUNTY, VIRGINIA, FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including Virginia laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.
- g) We reserve the right to modify the Service to reflect any change in any governing law, underlying network service or component affecting the Service.
- h) Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future.
- i) This Agreement, including all attachments and all other policies which are fully incorporated into this Agreement either by attachment or by reference, constitutes the entire Agreement between you and Verizon with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.

- j) **DISPUTE RESOLUTION: WE EACH AGREE TO SETTLE DISPUTES, EXCEPT AS PROVIDED BELOW, ONLY BY ARBITRATION. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT AS A COURT WOULD. IF AN APPLICABLE STATUTE PROVIDES FOR AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM. WE ALSO EACH AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT:**
- i) EXCEPT FOR CLAIMS THAT MAY BE HEARD BY THE SMALL CLAIMS COURT IN THE STATE WHERE THE CUSTOMER RESIDES, THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES AND THEY CAN, IF THE LAW ALLOWS, SEEK RELIEF AGAINST US ON YOUR BEHALF.
 - ii) YOU CAN OBTAIN PROCEDURES, RULES, AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG). **THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATIONS EVEN IF THOSE PROCEDURES OR RULES WOULD.**
 - iii) ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.
 - iv) **IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE IS DEEMED UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY. FURTHER, IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, WE EACH WAIVE ANY TRIAL BY JURY.**

Exhibit A

LOCATION	VERIZON AFFILIATE
California	Verizon California Inc.
Connecticut	Verizon New York Inc.
Florida	Verizon Florida LLC
Delaware	Verizon Delaware LLC
Indiana	Verizon North Inc.
Maryland	Verizon Maryland Inc.
Massachusetts	Verizon New England Inc.
New Jersey	Verizon New Jersey Inc.
New York	Verizon New York Inc.
Oregon	Verizon Northwest Inc.
Pennsylvania	Verizon Pennsylvania Inc.
Rhode Island	Verizon New England Inc.
Texas	GTE Southwest Incorporated (d/b/a Verizon Southwest)
Virginia (with exception of areas listed below)	Verizon Virginia Inc.
Dumfries, Quantico, Prince Williams County, VA	Verizon South Inc.
Washington	Verizon Northwest Inc.

©2008 Verizon. All Rights Reserved.