



UNIFIED COMMUNICATIONS AND COLLABORATION AS A SERVICE

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1. GENERAL

1.1 **Service Definition.** Unified Communications and Collaboration as a Service (UCCaaS) is a hosted, managed-platform service that delivers communications and collaboration services from the cloud. Customer must have at least one instance of Verizon Private IP service to implement UCCaaS, and must have VoIP IP Trunking service to implement UCCaaS in a configuration that supports Off-Net, where permitted, and emergency calling. Verizon offers two UCCaaS platform options: (1) UCCaaS Commercial and (2) UCCaaS for Government: SLED Edition. The UCCaaS features cannot be combined between the two platform options.

1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a “+” and sometimes referred to as Rapid Delivery) and Non-Optimized Service.

1.2 **Standard Service Features – UCCaaS Commercial.** Verizon provides one of the following UCCaaS Commercial standard Service features, as selected by Customer:

1.2.1 **Essential.** The Essential feature is a basic level UCCaaS offering that provides call control, call waiting, call transfer, music on hold, redial, and barge-in capabilities (availability is dependent upon the device type). The Essential feature covers one Customer-provided physical device, which can be an analog phone or IP phone.

1.2.2 **Information Worker/Basic.** The Information Worker (Optimized Service)/Basic (Non-Optimized Service) feature provides voicemail (plus added features), call park, call pick-up, authentication codes, Do Not Disturb, ad hoc conferencing speakerphone support, plus single number reach (the ability to forward a call to a series of devices), instant messaging and presence. The Information Worker/Basic feature supports one Customer-provided device which can be either a physical IP phone, a Verizon-approved mobile client such as Cisco Jabber, or provide telephony integration with a third-party client such as Microsoft Lync. A device used only for instant messaging and not configured for telephony will not count as a device.



- 1.2.3 **Knowledge Worker/Enhanced.** Customer can choose the Knowledge Worker (Optimized service)/Enhanced (Non-Optimized service) provides the Information Worker/Basic feature capabilities, including support for up to two devices, which can be hard phones or mobile clients.
- 1.2.4 **Power User/Premium.** The Power User (Optimized Service)/ Premium (Non-Optimized Service) feature the Knowledge Worker/Enhanced feature capabilities and includes support up to ten devices, which may be either hard phones or mobile clients.
- 1.3 **Optimized Service Standard Service Features- UCCaaS Commercial**
 - 1.3.1 **Caller.** The Caller feature provides the Essential feature capabilities and the added features of call park, call pick-up, authentication codes, Do Not Disturb, ad hoc conferencing speakerphone support, and single number reach (the ability to forward a call to a series of devices), instant messaging and presence. The Caller feature supports one Customer-provided device which can be either a physical IP phone, a Verizon-approved mobile client such as Cisco Jabber, or provide telephony integration with a third-party client such as Microsoft Lync.
- 1.4 **Optimized Service Standard Service Features- UCCaaS for Government: SLED Edition.** Verizon provides one of the following UCCaaS for Government: SLED Edition standard Service features, as selected by Customer:
 - 1.4.1 **Communicator.** Communicator provides call control, voicemail, unlimited MACDs and native emergency call handling. Communicator covers one Customer-provided physical device, which must be platform compliant.
 - 1.4.2 **Advanced Communicator.** Advanced Communicator contains all the benefits of Communicator and also includes access to the Jabber application, IM/P, video capabilities, Expressway MRA for mobility, iOS and Android calling and up to ten endpoints.
 - 1.4.3 **Collaborator.** Collaborator contains all the benefits of Advanced Communicator and also includes FedRAMP WebEx for up to 8 internal participants.
 - 1.4.4 **Advanced Collaborator.** Advanced Collaborator contains all the benefits of Advanced Communicator and also includes FedRAMP WebEx for up to 200 internal and external participants.
- 1.5 **Optional Service Features- UCCaaS Commercial.** Customer can add any of the optional features below to any of the features described above.
 - 1.5.1 **Expressway NRC.** Customer has the option of purchasing Expressway as a professional service which will be billed as a non-recurring charge (NRC). Expressway NRC requires Customer to agree to Verizon's Professional Services Agreement.
 - 1.5.2 **Emergency Responder** (United States and Canada only). Emergency Responder provides administrators with the ability to map users to their changed locations for emergency calling purposes. Emergency Responder is not an emergency calling service, nor is it a PS-ALI service.
 - 1.5.3 **Voicemail.** Voicemail provides a centralized electronic system that can store messages from telephone callers.
 - 1.5.4 **UCCaaS SDWAN Reporting.** This feature is available to customers who purchase SDWAN service. SD WAN Reporting allows customers to track their UCCaaS service quality over their SD WAN network connection.
 - 1.5.5 **Managed Move, Add, Change, Delete.** Upon Customer's request, Verizon will perform one or more of the administrative move, add, change, delete (MACD) activities.



1.5.6 **Customer Administered MACDs.** Customer may self-administer MACDs on the administrative portal at no extra charge.

1.6 Optimized Service-Only Optional Service Features

1.6.1 **Telepresence Room.** Telepresence Room connects Customer-provided video devices to Customer's UCCaaS network for voice and video calls.

1.6.2 **Expressway MRC.** Expressway MRC provides secure access to enterprise mobility for users without VPN access for mobile devices. Customer will have the ability to (i) arrange and maintain any security-related certificates and domain name management, and (ii) purchase sufficient internet bandwidth to support remote voice or video.

1.6.3 **Off-Net Video Calling.** Off-Net Video Calling uses uniform resource identifier (URI) dialing via Jabber for users who are not registered with the corporate domain. Off-Net Video Calling requires the purchase of Expressway MRC. The recipient of an Off-Net Video Call must also be enabled to receive URI calls.

1.6.4 **Inter-Domain Federation.** Inter-Domain Federation enables Customer to communicate via IM/Presence with Customer's customers or partners via SIP simple and XMPP solutions. Verizon will provide one Customer domain to be enabled for Inter-Domain Federation.

1.6.5 **Integrated Virtual Machine Management.** Integrated Virtual Machine Management (IVMM), provides geo-redundant installation management and monitoring support for Customer applications co-located in the UCCaaS data center.

1.6.6 **Attendant Console Standard and Advanced.** Attendant Console Standard and Advanced provides Customer administrators to manage incoming lines, such as prioritization and queuing, as well as utilize advanced features. Customer must purchase Integrated Virtual Machine Management in order to use Attendant Console Advanced.

1.7 Optimized Service Optional Service Features- UCCaaS for Government: SLED Edition

1.7.1 **Additional Storage for WebEx Conference Recording.** Additional Storage for WebEx Conference Recording is available in conjunction with the Advanced Collaborator package. Additional storage is available in 1 GB increments to expand the default 1 GB of storage available. Once the allocated storage limit has been reached, no further data may be stored until space is freed.

1.7.2 **Add-on Audio Conferencing.** Add-on Audio Conferencing is a flat-rate audio subscription plan as an add-on to the Advanced Collaborator package. Each entitled user has unlimited access to domestic call-in services. Add-on Audio Conferencing must be ordered in a quantity equal to the Advanced Collaborator subscription quantity and cannot be mixed with Add-on Audio Conferencing with Callback.

1.7.3 **Add-on Audio Conferencing with Callback.** Add-on Audio Conferencing with Callback is a flat-rate audio subscription plan as an add-on to the Advanced Collaborator package. Each entitled user has unlimited access to domestic call-in and domestic call-back services. Add-on Audio Conferencing with Callback must be ordered in a quantity equal to the Advanced Collaborator subscription quantity and cannot be mixed with Add-on Audio Conferencing.

1.7.4 **UCCaaS SDWAN Reporting.** This feature is available to customers who purchase SD WAN service. SD WAN Reporting allows customers to track their UCCaaS service quality over their SD WAN network connection.

1.8 Verizon Responsibilities



- 1.8.1 **IP Addresses.** Verizon will use secondary IP addressing in providing UCCaaS (where supported), maintaining Customer's existing IP address space. If some devices do not support secondary addressing, Verizon will assign new IP addresses to Customer's IP telephony segment, based on availability in both Verizon's and Customer's address space.
- 1.8.2 **Management Services.** Verizon will perform fault management on a 24x7 basis and administrative change management during Normal Working Hours on Business Days. Verizon, at its option, may resolve an issue remotely or on Customer Site.
- 1.8.3 **Monitoring.** Verizon will proactively monitor and manage UCCaaS components 24 hours a day, 7 days a week.
- 1.8.4 **Change Management Activities.** Verizon will provide remote standard change management activities at Customer's request. Standard change management activities include system administration, minor modifications, ad hoc data backup requests, application patches, media resource changes, and advanced feature and device changes that do not affect the design, but does not include MACDs. Verizon may limit the number of change management activities performed by Verizon per month based on the size and complexity of Customer's implementation.
- 1.8.5 **Back-Up of Data.** Verizon will back-up or replicate the UCCaaS platform operating system, applications, application configurations, and End User directory information and archive backed-up configurations daily. If Customer purchases Information Worker, Knowledge Worker or Power User, the configuration of the voicemail will be backed up, but not the voicemail itself.
- 1.8.6 **Upgrades.** Verizon will perform up to one major software upgrade of the UCCaaS application and features per year, if available and as specified in the upgrade SOR. Such software upgrades will be communicated to, and wherever possible, coordinated with Customer. UCCaaS applications and features versions must be kept to within 2 versions of the most current version supported by the UCCaaS datacenter (example: If UCCaaS platform is at 11.x, Customer version cannot be less than 9.x). It is the customer's responsibility to ensure that Customer maintained applications, devices, hardware and CPE are compatible with the most current version supported by the UCCaaS datacenter. If Customer does not maintain the software upgrade of the UCCaaS application and features, Verizon may terminate Customer's Services for cause, upon written notice to Customer.
- 1.8.7 **Issue Notification.** Verizon will notify Customer of a critical application fault or a critical service-affecting hardware failure.

1.9 Customer Responsibilities

- 1.9.1 **Implementation Readiness.** Customer will promptly review the statement of requirements (SOR) provided by Verizon to prepare for UCCaaS implementation. If implementation of UCCaaS is not feasible, or Customer's costs to upgrade its network to a level required for UCCaaS implementation are not acceptable to Customer, Customer will promptly notify Verizon before implementation commences. If Customer requests additional design and/or engineering of UCCaaS, the Parties shall agree to a SOW for such additional design and/or engineering.
- 1.9.2 **End Users.** Customer agrees that the following number of end users will be enabled for UCCaaS services by the date intervals in the chart below.

| Number of end users in the aggregate: | Percentage of aggregate end users to be installed within 120 days after 1st location is enabled: | Percentage of aggregate end users to be installed within 240 days after 1st location is enabled: |
|--|--|--|
| 1,000 or less | 40% | 80% |



| | | |
|-------------------------|-----|-----|
| 1,001 – 5,000 | 40% | 80% |
| 5,001 – 10,000 | 40% | 75% |
| More than 10,000 | 35% | 70% |

1.9.3 **System Changes and Maintenance.** Customer will schedule and inform Verizon of maintenance on or changes to Customer network elements associated with UCCaaS.

1.9.4 **Customer Contact.** Customer will designate a single point of contact who is authorized to make all decisions Verizon may need from Customer, and on a timely basis, provide Verizon's personnel with all information, data, access, and support reasonably needed to meet its obligations. That point of contact will identify a contact at each Customer Site to coordinate receipt of Customer-purchased hardware to ensure the Customer Site is ready to enable Verizon to conduct UCCaaS configuration activities at its data center. The single point of contact also is responsible for signing off on the lower-level design document, which provides line level detail on planned configuration requirements.

2. SUPPLEMENTAL TERMS

2.1 **Acceptance Testing.** Verizon will notify Customer when UCCaaS is ready for Customer's testing at each site. Customer will have five business days after that to test UCCaaS and either accept or reject it. Customer shall accept UCCaaS for a site by signing a Verizon-provided acceptance document or as otherwise mutually agreed. If UCCaaS has a material failure, Customer will reject it by giving Verizon written notice of the failure(s) within the five-day testing period. Verizon will then have ten business days to remedy the identified failure(s), as required. If Customer uses UCCaaS for any purpose other than testing during or after the five-day testing period, Customer will be deemed to have accepted UCCaaS. If the five-day testing period passes without Customer rejecting UCCaaS, Customer will be deemed to have accepted it. Customer sites will be billable when accepted.

2.2 **HIPAA Readiness (U.S. Only).** If Customer desires to use UCCaaS in a HIPAA-ready healthcare environment, Customer and Verizon will sign a Business Associate Agreement (BAA) describing the parties' respective responsibilities regarding the use of UCCaaS. The BAA is supplemented by the Exclusions and Customer Actions set forth below.

2.2.1 **Exclusions.** Customer acknowledges the HIPAA readiness of UCCaaS excludes the following capabilities.

| |
|---|
| 1. Telephony recording (e.g., of conversations), other than voicemail messages. |
| 2. Video recording. |
| 3. Instant Messaging Archiving or storing on the UCCaaS data center infrastructure. |
| 4. Speech or voicemail conversion to text. |
| 5. Voice Message backup. |
| 6. Forwarding of Voicemail Messages |

2.2.2 **Customer Actions.** If Customer desires to use UCCaaS in a HIPAA-ready environment, Customer will do the following.

2.2.2.1 Integrate UCCaaS applications with its LDAP (lightweight directory access protocol)/Active Directory for authorized users and for user name and password validation).

2.2.2.2 Administer voicemail PIN changes.

2.3 **Emergency Calling.** UCCaaS is not a voice service and can only be used to receive inbound calls and make outbound calls, including emergency calls, when used with third party provided or Verizon provided VOIP or TDM services. Customer's use of Voice-enabled UCCaaS may be subject to



emergency calling requirements, and specifically in the U.S., 911 calling requirements arise from the associated VoIP Service. Notwithstanding the Emergency Calling Terms and Conditions applicable to Customer's use of VoIP Service, the following additional restrictions will apply with respect to Customer's use of Voice-enabled UCCaaS.

- 2.3.1 **End User Notification.** Customer is solely responsible for informing its end users about the emergency calling restrictions. Customer's failure to do so may result in emergency calls being sent to the wrong location and thus delay or preclude emergency service response, which could result in injury or death.
- 2.3.2 **Wireless Devices.** Voice-enabled UCCaaS does not support emergency calling from wireless devices such as smart phones and other devices that provide native voice calling. End users must make emergency calls via their own separate wireless device using their carrier's wireless network.
- 2.3.3 **PCs, Laptops and Tablets.** Emergency calling via Voice-enabled UCCaaS is not supported on computer tablets or other similar devices that have been integrated with UCCaaS VoIP features through a software client. Such calls, if delivered at all, may be delivered to the wrong public safety facility and thus delay or preclude emergency service response, which could result in injury or death. End users of such devices must use other means to make an emergency call.
- 2.4 **Unsupported Use.** Certain service disruptions may occur with UCCaaS and Verizon will not be responsible for any service disruptions to servers or networks that are not managed by Verizon. Communications with analog modems are only permitted with Codec G.711 without silence suppression. Alarm lines of any kind (whether or not they use modems) are unsupported on UCCaaS. Any use of UCCaaS by Customer, where Customer has modified the Verizon-installed design and/or configuration without Verizon's prior written consent will invalidate the applicable SLAs, and any such modification is grounds for Verizon to immediately terminate services.
- 2.5 **VoIP Restrictions.** Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the network. Customer shall comply with such regulations, as applicable.
- 2.6 **India.** This clause applies if UCCaaS will be accessed from India. Prior to the Activation Date, Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving Service in India, the document in the form set out in Schedule 1 hereto (Inspection Pro Forma).

3. SERVICE LEVEL AGREEMENT (SLA)

The UCCaaS Commercial SLA is posted at the following URL:

www.verizonenterprise.com/external/service_guide/reg/cp_unified_communications_and_colaborati_on_as_a_service_sla.pdf for U.S. Services and non-U.S. Services

The UCCaaS for Government: SLED Edition SLA is posted at the following URL:

www.verizonenterprise.com/external/service_guide/reg/cp_uccaas_for_gov_sled_sla.pdf

4. FINANCIAL TERMS

- 4.1 **General Financial Terms.** Customer will pay the charges specified in the Agreement and at the following URL: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm.
- 4.1.1 **MACD Charges.** MACDs are charged either on a per incident basis (Optimized Service only), per end user basis, or as a support block, selectable per Customer site. If ordered per incident, Customer will be billed for and pay the applicable rate for the specific MACD ordered. If ordered on a per end user or support block basis (i.e., a pre-purchased block of changes per month), Customer will be billed



for and pay the applicable rate as specified in the Agreement. If the customer exceeds the number of changes allowed in its pre-purchased support block, Verizon will automatically support the excess MACD requests and charge Customer on a per incident basis. MACD blocks are purchased per site and the entire block is charged even if all the tickets are not used.

- 4.1.2 **MRC Minimum.** Verizon reserves the right to bill a minimum MRC of \$4,500 in aggregate for all UCCaaS orders issued under the Agreement.
- 4.2 **Non-Optimized Service.** Online pricing for Service provided by a U.S. Verizon entity is at www.verizonenterprise.com/external/service_guide/reg/cp_uccaas_rates_charges.pdf.
- 4.3 **Optimized Service.** Customer will pay the charges for UCCaaS+ specified in the Agreement or a Contract.
- 5. **DEFINITIONS.** In addition to the definitions identified in the Master Terms, the following administrative charge definitions apply to UCCaaS: www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm

Schedule 1 – Inspection Pro Forma

Schedule 1 – For Customers ordering UCCaaS that will be accessed in India, please go to www.verizonenterprise.com/external/service_guide/reg/uccaas_inspection_pro_forma.dotm, for the Inspection Pro Forma.