



## UNIFIED CUSTOMER EXPERIENCE +

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### 1. GENERAL

**1.1 ~~1.1~~ Service Definition.** Unified Customer Experience + (Unified CX) is a cloud based contact center solution that enables Customer to run its contact center from the cloud, incorporating multi-channel Customer support (voice, email, web chat, SMS, etc.) to facilitate routing Customer contacts to the most appropriate and available agent based on Customer's business rules and objectives. Unified CX does not include Verizon Private IP Service, Verizon IP Toll Free, Verizon VoIP IP Trunking Service/local service Trunking or any Verizon voice service, which Customer must purchase separately if required, unless such purchase directly or indirectly from Verizon is prohibited by local law. Customer must agree to Verizon's Professional Services Agreement (PSA) and Statement of Work (SOW) in order for Verizon to implement Unified CX based on Customer's requirements.

### **1.2 ~~1.2~~ Standard Service Features**

**1.2.1 ~~1.2.1~~ Automatic Call Distributor.** Automatic Call Distributor (ACD) is a system that distributes incoming calls to a specific group of agents based on the caller's selection, telephone number, time of day, or other criteria. ACD includes the following components:

- **Unified Communications and Voicemail.** Unified Communications (UC) and Voicemail is available for agents in a ratio of 1.5 named UC users to 1 concurrent ACD user for Customers with 300 seats or more. Any usage above this level will be reflected in Customer's monthly invoice.

◆ **1.2.1.1 Supervisor Access.** Supervisor access is available in the ratio of 1 supervisor per 15 named users and is included for reporting, administration, and monitoring. Supervisors that need to take calls require purchase of an ACD license.

◆ **1.2.1.2 Maximum Trunking.** A maximum Trunking ratio of 1.5 Trunks to 1 concurrent user (measured at the monthly peak) is available for Customer. Greater queues (greater than 1.5:1) require additional seat licenses to maintain the maximum Trunking ratio.

◆ **1.2.1.3 Interactive Voice Response.** Interactive Voice Response (IVR) is used for call routing as well as call prompting, announcements, and music on-hold capabilities.

◆ **1.2.1.4 Management Portal.** Management Portal is a multitenant web-based browser application that provides supervisors and administrators with administration and management functionality.

◆ **1.2.1.5 Standard Reports.** Standard Reports are available with ACD and have the following retention requirements: 18 months for all reporting summarization data, 90 days for all reporting detail data and 5 years for all weekly summarization data.

◆ **1.2.1.6 Agent/Supervisor Desktop Interface.** Customer will receive the Cisco Finesse desktop for use with ACD.

◆ **1.2.1.7 Outbound Dialer Ports.** Up to 100 outbound dialer ports are available with ACD.

◆ **1.2.1.8 Softphone Client.** The Softphone Client application enables use of personal computers to make IP-based voice calls.

◆ **1.2.1.9 Unified Communications configuration.** The configuration work to set up the underlying call control for the ACD is included in the ACD feature.

~~1.2.2~~ **1.2.2—Core Build.** The Core Build feature includes the installation of the hardware and software in the Unified CX data centers that enables the features available for ACD. A Professional Services engagement is required to configure and customize the ACD features (and any add on optional features from Section 1.3 below) to Customer's specific needs.

~~1.2.3~~ **1.2.3—Offshore Build.** The Offshore Build feature includes the installation of the hardware and software in the non-US Unified CX data centers, if required to meet Customer's specific needs.

~~1.2.4~~ **1.2.4—Standalone Self Service.** Standalone Self Service feature utilizes Interactive Voice Response (IVR) with touchtone or with speech interface to enable Customer's end user to assist themselves without the need for an agent. Standalone Self-Service does not utilize the Unified CX ACD feature. The add-on version of Self-Service is available for use when ordered with the ACD feature. A Professional Services engagement is required to implement the Standalone Self Service features to Customer's needs.

~~1.3~~ **1.3—Optional Service Features.** In addition to ACD, Customer may add on the following additional Unified CX services.

### 1.3.1 Calabrio Workforce Optimization Suite

~~1.3.1.1~~ **1.3.1.1—Quality Management.** Quality Management provides Customers with the ability to capture digital recordings of voice and data, along with functionality that allows for the evaluation and storage of recorded interactions. Quality Management is available as either Calabrio Voice Quality Management or Calabrio Voice and Screen Quality Management. Quality Management includes the following components:

◆ **1.3.1.1.1 Recordings.** A capture of up to 100% of voice calls as recordings and up to 15% of screen recordings. Certain circumstances may inhibit the ability to capture up to 100% of recordings, such as: (a) any configurations that have shared responsibilities between Verizon and Customer; (b) any LAN/WAN events that may inhibit recordings being sent to Customer side collectors or to collectors in the Unified CX data centers; and/or (c) any network events that would inhibit a call being delivered to an agent that is set to be recorded.

◆ **1.3.1.1.2 Storage.** Each recording will be stored for no more than 90 calendar days. All recordings in storage after 90 calendar days will be deleted unless Customer notifies Verizon of its desire to transfer recordings via a secure file transfer protocol (SFTP) to Customer's SFTP facility. If Customer decides to transfer recordings, Verizon will delete all recordings within 3 Business Days after such transfer. Customer must manage the successful retrieval of files transferred once provided to Customer's SFTP facility. Customer must notify Verizon of a failure in the delivery, transfer, and/or storage of files prior to Verizon's deletion date. In addition to storing recordings in Customer's SFTP facility, Customer has the option to store recordings in Verizon's hosted platform for an additional fee.

**1.3.1.1.3 Evaluator Access.** An evaluator can access in the ratio of 1 supervisor per 35 concurrent users.

◆ **1.3.1.1.4 Supervisor Access.** A supervisor can access in the ratio of 1 supervisor per 15 concurrent users.

**1.3.1.2 Calabrio Workforce Management.** Calabrio Workforce Management automates the tasks of forecasting calls, determining staff requirements, creating staff schedules, and tracking performance of agents. Supervisor access is provided in the ratio of 1 supervisor per 15 named users.

**1.3.1.3 Calabrio Speech/Desktop Analytics.** Calabrio Speech/Desktop Analytics includes automatic methods of analyzing speech to extract useful information about the speech content of the speakers, as well as analysis of agent desktop activities.

## **1.3.2 Verint Workforce Optimization Suite (U.S., Canada and EMEA only)**

**1.3.2.1 Verint Compliance Call Recording.** Verint Compliance Call Recording enables 100% of calls to be recorded for compliance purposes. Verizon can store the first 60 days of recordings in the Unified CX cloud (for U.S. locations only) or on Customer's onsite recording server. After 60 days, recordings must be moved to either Customer-provided Storage Area Network (SAN) storage or Verizon-provided cloud archive (U.S. locations only) storage for an additional fee.

**1.3.2.2 Verint Workforce Management.** Verint Workforce Management automates the task of forecasting calls, determining staff requirements, creating staff schedules, and tracking performance of agents.

**1.3.2.3 Verint Voice and Screen Quality Management.** Verint Voice and Screen Quality Management includes audio recording and screen capture, search and replay, real-time monitoring, encryption management and quality evaluation. Recordings must be stored on Customer-provided servers at the Customer location.

**1.3.2.4 Verint Performance Management.** Verint Performance Management enables Customer to track, manage and enhance employee performance.

**1.3.2.5 Verint Strategic Desktop Analytics.** Verint Strategic Desktop Analytics is an add-on solution to Verint Voice and Screen Quality Management which enables agent desktop analytics.

**1.3.2.6 Verint Speech Analytics.** Verint Speech Analytics enables analyzing recorded calls to gather customer information to improve communication and future interaction. Additional optional add-on components to this feature include Verint Speech Analytics – Additional Language and Verint Speech Transcription Export.

1.3.2.7 **Verint Recorder Onsite Server Maintenance.** Verint Recorder Onsite Server Maintenance is required for any onsite recorders and provides Verint application software support and maintenance, hardware monitoring and single point of contact support, hardware utilization/performance monitoring, chassis management (includes Windows operating system (OS) and application updates), and virus patching. Customer is responsible for providing all hardware, associated OS and anti-virus software and implementation based on Verizon recommendations, network connectivity, execution, and storage of backups. Customer must provide a copy of Customer's maintenance agreement from the hardware vendor with the associated letter of authority in order for Verizon to open tickets with Customer's hardware vendor. In addition, Customer must provide VPN access to Customer's server with associated administrator account information for installation and support services.

1.3.3 **Unified Communications.** Unified Communications features for non-contact center users are optionally available for a limited quantity of users and include the work to configure these users.

1.3.3.1 **Unified Communications Basic.** This option provides users with the right to use one Cisco approved hard phone associated with their user profile.

1.3.3.2 **Unified Communications Foundation.** This option includes on-phone directory search features, full set of call control features, hunt groups, custom or standard music available, softphone, and multiple extensions.

1.3.3.3 **Unified Communications Standard.** This option provides access to the features listed in Section 1.3.3.2 (Foundation) above, support for up to 10 different phone types, plus additional components such as voicemail, and unified messaging.

1.3.3.4 **Additional Voicemail Boxes.** Customer may purchase additional voicemail boxes for an additional fee.

1.3.3.5 **Cisco Emergency Responder (US and Canada only).** Cisco Emergency Responder (CER) provides administrators with the ability to map users to their changed locations for emergency calling purposes. CER is not an emergency calling service, nor is it Private Switch-Automatic Location Information (PS-ALI) service. Customer must purchase PS-ALI separately if it desires to have such service.

~~1.3.4~~ ~~1.3.4~~ **Outbound Options.** Outbound options available are as follows:

◆ ~~1.3.4.1~~ **Outbound Standard.** Outbound Standard offers a fully integrated centralized dialing list manager for use with the outbound dialer ports.

~~1.3.4.2~~ **Outbound Premium.** Outbound Premium offers the Outbound Standard capabilities plus additional features such as campaign chaining, time zone management, and advanced reporting.

◆ ~~1.3.4.3~~ **Outbound Dialer Additional Base Ports.** Outbound Dialer Additional Base Ports enables Customer to order additional outbound ports, if required.

1.3.5 **Email, Chat and OmniChannel.** Customer's contact center can route emails, chats, SMS and other digital communication to agents so that they can respond to inquiries. Two distinct options from two different providers are available:

- **Upstream Works.** Upstream Works is integrated into the Customer platform and provides Email/Chat with Omnichannel Interaction History agents with the ability to respond to multi-channel inquiries and includes access to customer interaction history on the agent's desktop solution. Voice Agent with Omnichannel Interaction History enables voice only agents to have access to the same customer interaction history across all channels on their desktop.
- **Cisco Enterprise Chat and Email.** Cisco Enterprise Chat and Email provides the ability to respond to web chat and email inquiries.

- 1.3.6 **SMS Text Messaging Services.** SMS Text Messaging Services enables outgoing texts, incoming texts, or both.
- 1.3.7 **Real-Time Mobile and Web Engagement**
- 1.3.7.1 **Live Assist Enhanced.** Live Assist Enhanced provides live assistance including co-browsing from web or mobile device via WebRTC.
- 1.3.7.2 **Live Assist Premium with Context.** Live Assist Premium with Context includes the features in Live Assist Enhanced plus the ability to push or pull contextual data such as call variables.
- 1.3.8 **Callback Service and Callback Service with Messaging.** Callback Service and Callback Service with Messaging allow callers to receive callbacks when agents are available or to schedule callbacks at a more convenient time, all without losing their place in queue. Callback Service with Messaging provides the capability to perform answering machine detection on the out-dial to Customer's end user and leave a message
- 1.3.9 **Customer Relationship Management Connector.** Customer Relationship Management (CRM) Connector enables an agent to utilize their CRM as their desktop tool for handling interactions.
- 1.3.10 **Workforce Management Adapter.** Workforce Management Adapter enables Customers to integrate their NICE and/or Aspect Workforce Management Solution with Unified CX.
- 1.3.11 **Sandbox.** Sandbox provides a lab environment for Customers that want to control their Customer Voice Portal themselves and enable an environment for development, evaluation, and testing before Customer moves to production.
- 1.3.12 **Self Service.** Self Service via the IVR with touchtone or with speech interface is available as an optional feature with ACD (it is also available as a standalone standard service as set forth in Section 1.2.4 above).

**1.3.13 ~~1.3.13~~ Change Management Services.** Change Management services include:

◆ **1.3.13.1 Moves/Adds/Changes/Deletes (MACDs).** Verizon will provide Customer access to Unified CX's Management Portal tools to allow Customer to administer login IDs, modify user skill or proficiency settings, add or delete users, change routing parameters or other options available via the Management Portal. Changes administered by Customer via the Management Portal will not incur change charges.

◆ **1.3.13.2 Changes Not Executed Through the Management Portal.** Verizon will provide support for changes that are not executed by Customer through the Management Portal in the following ways: (a) Extended Support Hours, (b) Change Management pre-purchased blocks of hours, (c) time and materials hourly charges, or (d) via a separate SOW to the Customer's Professional Services agreement. Expedited changes will be charged a premium by multiplying the charge for the actual time to complete the change by 150%.

◆ **1.3.13.3 Change Management Target Completion Timeframes.** Verizon will use commercially reasonable efforts to complete the changes within the time frames listed below once requirements have been determined and well defined by Verizon and Customer. These targets apply to changes utilizing pre-purchased Change Management Blocks of Hours. They will not apply to Customer's Time and Materials Change Management support requests.

Change Type	Completion Target
Critical	Within <b>1 hour</b> of receipt during Normal Working Hours and After Hours.
High	Within <b>4 hours</b> of receipt during Normal Working Hours and After Hours.



Administrative	Within <b>3 Business Days</b> of receipt during Normal Working Hours.
Minor	Within <b>6 Business Days</b> of receipt during Normal Business Hours.
Major	Within <b>21 Business Days</b> of receipt during Normal Working Hours. Verizon and Customer may mutually agree to reduce or extend the time frame for completion based on the scope of the major change.
Special Requests or Projects	Mutually agreed by the Parties in a separate SOW for special requests or projects.
<b>Change Type</b>	<b>Change Type Definition</b>
Critical	A Critical change is a change to the platform to address/correct a Customer business emergency. Examples of Critical change requests include uploading emergency announcements, invoking emergency routing plans, or implementing emergency routing changes.
High	A High change is a change to the platform to address/correct a Customer experience issue that impacts 15% or more of the current Customer call or self-service volume.
Administrative	An Administrative change is a change that is less than 3 hours and only involves simple administration changes. Examples of simple administration changes include single user additions, addition of a new DN or a new hunt group member. Administrative changes must only contain a single script, single user, single dialed number and no CVP development is needed.
Minor	A Minor change is a change that is less than 10 hours and only involves simple changes such as multiple user additions or changes or adding new media resources. Minor changes may contain two to five script changes, multiple users, multiple dialed numbers and no CVP development is needed. The change cannot involve enterprise design changes.
Major	A Major change is a change that is over 10 hours and less and 40 work hours. It can contain multiple scripts, multiple users, multiple dialed numbers and is not enterprise impacting. Examples of Major changes are configuring micro applications, CVP development and ICM script updates.
Special Requests or Projects	Special Requests or Projects are defined as requests outside the Change Management Support Scope described above. These are normally changes that are over 40 work hours and can be enterprise impacting. These requests will be handled on a case by case basis.

## 2.—SUPPLEMENTAL TERMS

**2.1 2.1—End User License Agreements.** Customer's use of and access to the Unified CX Services is pursuant to the End User License Agreements (EULAs) Cisco HCS Client Software End User License Agreement (at [www.verizonenterprise.com/us/publications/service\\_guide/secure/cp\\_cisco\\_eula\\_SG.pdf](http://www.verizonenterprise.com/us/publications/service_guide/secure/cp_cisco_eula_SG.pdf)), Nuance Minimum End User Terms (at [www.verizonenterprise.com/us/publications/service\\_guide/secure/cp\\_nuance\\_eula\\_SG.pdf](http://www.verizonenterprise.com/us/publications/service_guide/secure/cp_nuance_eula_SG.pdf)), UpStream Works Software End User Software License and Services EULA (at [www.verizonenterprise.com/us/publications/service\\_guide/secure/cp\\_upstream\\_eula\\_SG.pdf](http://www.verizonenterprise.com/us/publications/service_guide/secure/cp_upstream_eula_SG.pdf)) and Webtext

EULA (at [www.verizonenterprise.com/us/publications/service\\_guide/secure/cp\\_webtext\\_eula\\_SG.pdf](http://www.verizonenterprise.com/us/publications/service_guide/secure/cp_webtext_eula_SG.pdf)), and Customer agrees to be bound by the terms and conditions set forth in these EULAs. In addition to the restrictions set forth in these EULAs, Customer acknowledges and agrees that it may not:

- 2.1.1 alter, or permit the alteration of the Unified CX Services, or any component thereof;
- 2.1.1.1 copy, or permit the copying of the Unified CX Services, or any component thereof;

2.1 End User License Agreements. Customer's use of and access to the Unified CX Services is pursuant to the End User License Agreements (EULAs) Cisco HCS Client Software End User License Agreement (at [www.verizonenterprise.com/us/publications/service\\_guide/secure/cp\\_cisco\\_eula\\_SG.pdf](http://www.verizonenterprise.com/us/publications/service_guide/secure/cp_cisco_eula_SG.pdf)), Nuance Minimum End User Terms (at [www.verizonenterprise.com/us/publications/service\\_guide/secure/cp\\_nuance\\_eula\\_SG.pdf](http://www.verizonenterprise.com/us/publications/service_guide/secure/cp_nuance_eula_SG.pdf)), UpStream Works Software End User Software License and Services EULA (at [www.verizonenterprise.com/us/publications/service\\_guide/secure/cp\\_upstream\\_eula\\_SG.pdf](http://www.verizonenterprise.com/us/publications/service_guide/secure/cp_upstream_eula_SG.pdf)) and Webtext EULA (at [www.verizonenterprise.com/us/publications/service\\_guide/secure/cp\\_webtext\\_eula\\_SG.pdf](http://www.verizonenterprise.com/us/publications/service_guide/secure/cp_webtext_eula_SG.pdf)), and Customer agrees to be bound by the terms and conditions set forth in these EULAs. In addition to the restrictions set forth in these EULAs, Customer acknowledges and agrees that it may not: alter, or permit the alteration of the Unified CX Services, or any component thereof;

2.1.2 copy, or permit the copying of the Unified CX Services, or any component thereof;

- 2.1.3 take any action that jeopardizes Verizon's, its Affiliates', subsidiaries', or third party providers' intellectual property rights in the Unified CX Services;
- 2.1.4 acquire or seek to acquire any ownership interest in or to the Unified CX Services, or any component thereof;
- 2.1.5 reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the Unified CX Services, or any component thereof;
- 2.1.6 transfer, sublicense, rent, lease, distribute, sell, timeshare, or create derivative works of any Unified CX Services;
- 2.1.7 attempt to discover any source code, underlying ideas or user interface techniques or algorithms or otherwise engage in any activities designed to replicate its functionality;
- 2.1.8 combine or merge the Unified CX Services with any other computer program or software;
- 2.1.9 remove or obscure any copyright or other proprietary notices contained within the Unified CX Services;
- 2.1.10 place the Unified CX Services onto a server so that it is accessible via a public network such as the Internet; or
- 2.1.11 violate the terms of any other applicable third party license restrictions that have been provided to Customer.

## 2.2 ~~2.2~~ Verizon Responsibilities

**2.2.1 Maintenance and Support Services.** Verizon will provide 24x7 monitoring of hosted equipment and services, including backup/restoration, capacity and problem management, support desk for incident resolution, and Extended Support Hours.

2.2.1.1 ~~2.2.1.1~~ Maintenance. Verizon provides maintenance of the hosted equipment and services.

- 2.2.1.1.1 Maintenance Windows. Maintenance Windows are the periods when Customer releases the platform to Verizon for maintenance, planned downtime, upgrades, testing or rearrangement

purposes, or for the implementation of a Customer approved change. Maintenance Windows will be mutually agreed between Verizon and Customer during the support on-boarding process.

◆**2.2.1.1.2 Unplanned Maintenance.** Verizon reserves the right to perform unplanned maintenance, inclusive of upgrades and enhancements without notice to Customer. Unplanned maintenance may impact Customer's ability to use the Service at any time, including suspension of the Service in an event of emergency to safeguard the integrity and security and/or repair of the Service. If possible, Verizon will make commercially reasonable efforts to attempt to notify Customer of unplanned maintenance within a reasonable time before it takes place.

**2.2.1.2 Incident Restore Targets.** The Incident Restore Targets (IRT) for Unified CX are as stated in the table below. Restore shall mean a work around or a permanent fix that restores the Unified CX Service. Verizon will respond to the request for support based upon the severity level of the problem according to the definitions in the table below.

Initial Severity	Incident Restore Target
1-Critical Priority	Within <b>4 Hours</b> of receipt during Normal Working Hours and After Hours.
2-High Priority	Within <b>8 Hours</b> of receipt during Normal Working Hours and After Hours.
3-Medium Priority	Within <b>5 Business Days</b> of receipt during Normal Working Hours.
3-Low Priority	Within <b>8 Business Days</b> of receipt Normal Working Hours.
Incident Security Level Type	Incident Security Level Definitions
Critical Priority	A Critical Priority produces an emergency situation in which the Service is inoperable, produces incorrect results, or fails catastrophically, or a core function of such supported Service is inoperative, causing significant impact on Customer's business operations (for example, Customer's production ACD or IVR Service is down, causing critical impact to business operations if service is not restored quickly).
High Priority	A High Priority produces a serious situation in which the supported Service is inoperable, produces incorrect results, or fails catastrophically, or a mainline function of such supported Service is inoperative, causing a major impact on Customer's business operations (for example, the Customer's production ACD or IVR Service is severely degraded impacting significant aspects of business operations).
Medium Priority	A Medium Priority produces a non-critical situation in which the supported Service produces incorrect results, or a feature of such supported Service is inoperative, causing a minor impact on Customer's business operations (for example, Customer's production ACD or IVR Service is degraded; its functionality is noticeably impaired but most business operations continue).
Low Priority	A Low Priority produces general questions, inquiries, or Sandbox related questions and/or incidents causing little or no impact on Customer's business operations.



2.2.1.3 **Excluded Support Services.** On-site support, support or replacement of other third party products not part of Unified CX, cloud services for cloud software for which Customer has not paid the appropriate monthly fees to Verizon, CPE, and network services are not included in Verizon's support services. Additionally, Customer-specific technical customizations may require adjustments via Change Management and/or a separate SOW to work properly after certain types of maintenance updates.

2.2.2 **Extended Support Hours.** By default, 10 hours of extended support per month are provided to Customers with 300 or more ACD seats at no additional charge for use with MACD's. Customers with less than 300 ACD Seats are given 5 hours of extended support per month. The hours do not accumulate from month to month if unused.

## 2.3 **Customer Responsibilities**

2.3.1 **Customer Support.** Customer must provide a sufficient number of personnel trained in Unified CX and all related components of the software including network and CPE to be the first level of support for Customer's end users. Customer will verify that known issues are related to Unified CX and not due to Customer's other applications, CPE or non-Verizon network issues before Customer's Designated Support Contacts engage the Verizon support center for assistance. Customer's Designated Support Contacts must provide an accurate, detailed description of the issue to be resolved. Customer will promptly carry out instructions provided by Verizon to rectify any Unified CX issues.

2.3.2 **Customer Premises Equipment (CPE).** Unless contracted pursuant to another Verizon service regarding installation and configuration, Customer is responsible for the installation and configuration of the telephonic devices to be used with Unified CX, as well as the acquisition of a VoIP-capable WAN router for connectivity to Verizon's PIP Service. Customer is also responsible for provisioning PCs and LANs for the Unified CX Services and for desktop applications being provided by Customer. Customer PCs and LANs must meet minimum specifications as set by Verizon.

2.3.3 **Non-Verizon Circuits.** Unless purchased through Verizon, any required telecommunications circuit is Customer's responsibility to order (prior to the installation date for Unified CX), verify availability, maintain, and ensure termination at the appropriate data center location.

2.3.4 **Monitoring Responsibility.** Customer will notify Verizon of any issues with the CPE that may impact the performance or availability of Unified CX to the Customer. If Verizon provides Managed Network and/or CPE Services to Customer, Customer agrees that Verizon can utilize information from these services in support of Unified CX.

2.3.5 **Changes to Customer's Equipment.** Customer must notify Verizon of any planned changes to its LAN, WAN, desktop environment, or other related CPE that may impact the Services promptly when Customer becomes aware of the planned change, but in no event less than 5 calendar days prior to the planned change. The Parties shall work together to accommodate emergency and urgent Customer changes where this timeframe cannot be met, however Verizon will assess costs, evaluate the impact of the changes and schedule any required mitigations, if necessary. Any Customer changes necessitating additional supplier charges will be managed via SOW or change control processes.

2.3.6 **Recording Consent.** Customer is responsible for providing notice to callers that their call may be recorded, providing callers with options if they do not want to be recorded, and otherwise complying with call recording rules and regulations.

2.4 **Security of Customer Environment.** Should Customer-owned or Customer-managed applications, firmware, or hardware represent a security vulnerability to the Unified CX platform or supporting networks, Verizon may require that Customer remediate the security vulnerability.

2.5 **Network Readiness Assessment.** If Customer is offered and declines the VoIP Readiness Network Assessment, Verizon reserves the right to require that this assessment and appropriate remediation be

performed at then current rates if network problems persistently create issues. Any delays or cancellations of projects due to network issues are the responsibility of the Customer and may add additional costs.

- 2.6 **IP Addresses.** Verizon will provide standard public IP address space to implement Unified CX. The provided subnets must be routable over Customer's MPLS VPN. IP addresses for phones and other devices within Customer's network must be routable over their MPLS VPN.
- 2.7 **Emergency Calling.** Unified CX is not a voice transport service and any applicable voice regulations, including emergency calling, do not apply to this Service. Unified CX can only be used to receive inbound calls and make outbound calls, including emergency calls, when used with separately-purchased Local Trunking or Verizon VoIP IP Trunking service (Voice-enabled Unified CX). Customer's use of Voice-enabled Unified CX may generate 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, Customer is solely responsible for informing its contact center agents and employees about the emergency calling restrictions. Customer's failure to do so may result in emergency calls being sent to the wrong public safety answering point (PSAP) and thus delay or preclude emergency service response.
- 2.7.1 **Wireless Devices.** Voice-enabled Unified CX does not support emergency calling from wireless devices such as smart phones and other devices that provide native voice calling. Customer's contact center agents and employees must make emergency calls via their own separate wireless device using their carrier's wireless network.
- 2.7.2 **PCs, Laptops and Tablets.** Emergency calling via Voice-enabled Unified CX is prohibited for use on computer tablets or other similar devices that have been integrated with Unified CX VoIP features through a software client. Voice-enabled Unified CX will not support emergency calls made over such devices, and such calls, if delivered at all, may be delivered to the wrong PSAP and thus delay or preclude emergency service response, which could result in injury or death. Customer's contact center agents and employees using such devices must use other means to make an emergency call.
- 2.7.3 **VoIP Restrictions.** Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the network for emergency calls. Customer shall comply with such regulations, as applicable.
- 2.8 **Service Disruption.** Unified CX may be interrupted or degraded by certain conditions unrelated to the Service. For example, Unified CX relies on Customer's domain name server (DNS Server) and LAN, as such, Verizon will not be responsible if Customer's DNS Server or LAN fails or performs poorly. Verizon's responsibility for LAN and WAN performance for networks managed by Verizon is governed by the relevant portion of Customer's agreement for such LAN and WAN services, if applicable.
- 2.9 **Data Privacy.** Customer acknowledges that Unified CX may collect, store, and/or access personally identifiable information (PII) of its Customer's end users, employees or agents. For example, PII will be collected as part of opening an end user account, and will include the name of the end user and basic contact information of the end user as well as Customer's administrator (name, email, and telephone number). Therefore, with respect to Verizon's provision of Unified CX to Customer in accordance with the terms herein, Customer (i) consents to the collection, use, processing, and transfer of end user PII; (ii) agrees that it will comply with applicable data privacy laws, and (iii) warrants that it has obtained prior written consent from its end users, employees, and agents, and the Customer's works council (if applicable) to collect, use, and process their PII, and to transfer such PII to countries that may not provide an adequate level of protection of PII.
- 2.10 **Use of Protected Health Information (PHI) (U.S. only).** To the extent that Customer utilizes the recording function of Unified CX to store PHI as defined in the Health Insurance Portability & Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009, such information captured and stored as part of the recording function will be encrypted by Verizon in accordance

with the HIPAA Security Rule. Unified CX does not, however, provide for the encryption of voice transmissions, which are provided separately by the VoIP or other service provider.

**2.11 Use of Sensitive Personal Information.** Unified CX may store Sensitive Personal Information (SPI) about individuals. Verizon has implemented security measures within the Unified CX architecture that adhere to industry-standard security principles regarding the acquisition of SPI and protection against its unauthorized disclosure. Customer is solely responsible for ensuring implementation of such security measures, and to the extent Customer does store SPI within the Unified CX platform, Customer does so entirely at its own risk.

## **2.12 Prohibited Uses**

**2.12.1 FDA Regulation (U.S. only).** Unified CX has not been evaluated by the U.S. Food and Drug Administration (FDA) as a medical device and Customer shall not utilize Unified CX in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals or in any other manner that would cause it to be subject to FDA regulations.

**2.12.2 Telemarketing/Robocalling (U.S. only).** Unified CX is not to be used in any activity prohibited by the Federal Trade Commission's Telemarketing Sales Rule (TSR) regarding prerecorded sales calls to recipients who have not provided express written consent to receive them (commonly referred to as Robocalling).

**2.13 Telephone Consumer Protection Act (TCPA).** The Federal Communications Commission (FCC) requires that Verizon, as the software platform provider, not transmit calls which will violate the TCPA. Verizon does not have any knowledge or control over which callers will be contacted using Unified CX. Customer therefore agrees to comply with all the requirements and regulations set forth in the TCPA or similar laws or regulations in the country where Unified CX is provided by Verizon and used by Customer and shall ensure that callers have provided the requisite consent as may be necessary under the TCPA or similar laws or regulations in the country where Unified CX is provided by Verizon and used by Customer. Customer shall indemnify, defend, and hold Verizon and its subcontractors and vendors harmless from any claims or causes of action arising from Customer's breach of this Section 2.13.

**2.14 Dodd-Frank Act (U.S. only).** To the extent that Customer utilizes Unified CX to support the provision of payment processing, mobile payments, money transfers or other financially related products or services to consumers that are subject to the Dodd-Frank Act, Customer is solely responsible for the provision of such services and complying with all the requirements and regulations set forth in the Dodd-Frank Act and by the Consumer Financial Protection Bureau pertaining thereto.

**2.15 India.** ~~This clause applies if~~ Unified CX will be accessed from or in India, the following clauses apply:

**2.15.1 Additional Documentation in India.** Prior to the Service Activation Date the 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~~); and~~

**2.15.2 India Call Detail Records.** In accordance with regulatory requirements as applicable to Other Service Providers (OSP) in India, OSP registered Customers, and Customers' Affiliates in India, accessing Unified CX services in India shall be responsible for retaining the call detail records onsite in India as per the time period mentioned in OSP guidelines, as may be amended from time to time.

**3. SERVICE LEVEL AGREEMENT ("SLA").** The applicable Unified CX SLA is set forth in the following link: Unified CX SLA [\[at www.verizonenterprise.com/external/service\\_guide/reg/cp\\_uce\\_plus\\_sl.pdf\]](http://www.verizonenterprise.com/external/service_guide/reg/cp_uce_plus_sl.pdf)

## **4. FINANCIAL TERMS**

**4.1 General.** Customer will pay the Charges for Unified CX + specified in the Agreement.

## 4.2 **Platform Size, Subminimum Volume and Service Commitment**

- 4.2.1 **Platform Size.** Verizon and Customer will mutually select a platform size based on the maximum number of concurrent users it needs to support up to 2000, 4000, or 12,000 concurrent users. If the selected maximum concurrent user count is reached, Customer will implement a change request and will provide Verizon with at least 3 months written notice of the need to increase capacity at which time, increased capacity availability timeframes will be evaluated and determined.
- 4.2.2 **Subminimum Volume and Service Commitments.** Customer will pay the Subminimum Volume Commitment, excluding Taxes, for the Contract Year. The minimum Contract Year shall be no less than 3 Contract Years (Service Commitment). The Subminimum Volume Commitment and the Service Commitment will be set out in the Customer's Contract. If the platform size increases, an increase in the Subminimum Volume Commitment is required. For this Service, Service Activation Date means the date that Verizon informs Customer that the Service is ready for use. At this time, any activated named and configured user/port fees will apply along with any concurrent and other usage type fees. The Subminimum Volume Commitment and Service Commitment will start either upon Service Activation Date, or after completion of the applicable Ramp Period, as defined in Section 4.2.4 below.
- 4.2.3 **Pricing Tier Commitments.** Customer pricing tiers are based on Customer's committed average quantities initially ordered, per applicable feature, for the Term of the Contract. Pricing tier commitments can be increased using a change order and must be accompanied by an equivalent increase to the Subminimum Volume Commitment.
- 4.2.4 **Ramp Period.** If Customer has a large transformation required to implement Unified CX, the start of Customer's Subminimum Volume Commitment and Service Commitment may be delayed by a mutually agreed upon timeframe of no more than 9 months from the Service Activation Date (Ramp Period). Any Ramp Period will be set forth in the Customer's Contract. Customer's Subminimum Volume Commitment and Service Commitment will commence on the first day of the month following the end of the Ramp Period.
- 4.2.5 **Unified CX Underutilization and Early Termination Charges.** If Customer's total Unified CX Service Charges do not reach the Subminimum Volume Commitment in any Contract Year during the Service Commitment, Customer shall pay an Underutilization Charge equal to a percentage of the unmet Subminimum Volume Commitment as set out in the Customer's Contract. Notwithstanding the Master Terms, if Customer terminates this Service before the end of the Service Commitment for reasons other than Cause, then Customer will pay, within thirty (30) days after such termination, an amount equal to a percentage as set out in the Customer's Contract of the unsatisfied Subminimum Volume Commitment remaining during the year of termination, and for each subsequent Service Year remaining in the Service Commitment, which Customer acknowledges are liquidated damages reflecting a reasonable measure of actual damages and not a penalty.
- 4.2.6 **Auto-Renewal.** The Service Commitment period will auto-renew for 1 year periods at the end of the then current Service Commitment period unless (1) Customer provides written notice of its intent for non-renewal at least 60 days prior to the end of the then current Service Commitment period (U.S.) or at least 90 days prior written notice prior to the end of the then current Service Commitment period (outside the U.S.) at which point, the Agreement will terminate at end of the then current Service Commitment, or (2) Verizon provides 4 months' notice for termination at which point the Service Commitment period will terminate at the expiration date unless new terms have been negotiated and agreed upon between the parties prior to the end of the 4 month notice period.

5. **DEFINITIONS.** The following definitions apply to Unified CX +, in addition to those identified in the Master Terms of your Agreement.

Term	Definition
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<b>Cisco Finesse</b>	A next generation agent and supervisor desktop designed to improve the customer care experience Customer's contact center delivers.
<b>Designated Support Contacts</b>	A list of 4 designated contacts provided to Verizon by Customer to report an incident, request a project change form or make a future request on behalf of Customer. Customer may amend this list from time to time by providing Verizon with written notice thereof.
<b>Concurrent Ports and Sessions</b>	A user count determined by the maximum amount of ports or sessions used at any one time in a given month
<b>Concurrent Users</b>	A user count determined by the maximum amount of logged in users at any one time in a given month
<b>Extended Support Hours</b>	Customers with 300 or more ACD seats receive 10 hours of extended support per month at no additional charge for use with MACD's. Customers with less than 300 ACD Seats are given 5 hours of extended support per month.
<b>Named User</b>	A user count based on the maximum amount of active named users as defined in the system at any one time in a given month
<b>Sensitive Personal Information</b>	Information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.
<b>Trunk</b>	Refers to a single transmission channel between two points.
<b>Trunking</b>	Refers to the grouping of connection switches and circuits within a telephone exchange.
<b>VoIP Readiness Network Assessment</b>	A review of Customer's data network and associated equipment to evaluate and if necessary, recommend changes to ensure its ability to support quality of service for voice traffic.



## Schedule 1 – Inspection Pro Forma

Schedule 1 – For customers ordering Unified CX that will be accessed in India, please [click here](http://www.verizonenterprise.com/us/publications/service_guide/secure/cp_uce_inspection_proforma_SG.dhtm) (at [www.verizonenterprise.com/us/publications/service\\_guide/secure/cp\\_uce\\_inspection\\_proforma\\_SG.dhtm](http://www.verizonenterprise.com/us/publications/service_guide/secure/cp_uce_inspection_proforma_SG.dhtm)) for the Inspection Pro Forma.