



CONFERENCING

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1. GENERAL

1.1 **Service Definition.** Verizon Conferencing Services bring together Cisco Webex conferencing with Verizon's dial-in and dial-out reach for audio connectivity. The Service provides a multipoint service that enables Customer to conduct a collaboration session allowing text, documents, data or images (collectively, data) to be transmitted via the Internet. A session may be used to provide data on a one-way, one-to-many, view-only basis or on a multipoint, many-to-many, collaborative basis. To initiate a session, a meeting Leader and Participants must have browser access to the Internet. The meeting Leader and Participants may also access an accompanying audio conferencing call. Customer's use of the Services features and functions, including new features and functions, whether or not listed herein, will be deemed as Customer's agreement to the terms and conditions related to such features and functions including, but not limited to, the then-current standard rates.

1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to both Optimized Service and non-Optimized Service.

1.2 **Standard Service Features**

1.2.1 **Cisco Webex.** Cisco Webex is a cloud-based platform under which Verizon delivers Cisco Webex conferencing services as described herein.

1.2.1.1 **Cisco Webex Subscription Packages.** Cisco Webex subscription packages include the following:

- **Named User Package.** The Named User Package provides an identified Leader with a license granting that individual access rights to the Webex website and the ability to host an unlimited number of meetings each month, provided that the Leader may only host 1 meeting at any given time. Customer must identify the Site Administrator who will be responsible for all administrative duties for the Customer-specific website including adding/deleting/managing accounts, pulling reports, and other website-based tasks. Named User Package licenses are individualized and may

not be shared or used by anyone other than the 1 Employee to whom the Named User Package license is assigned. A Named User Package license may not be transferred to another Customer Employee except upon (a) termination of the Leader's employment with Customer, (b) a significant and formal change in a Leader's job responsibilities to a position that will not require or provide access to a Named User Package license or use of the Services, or (c) in all other instances, Verizon's prior written approval. Verizon maintains a Named User Package license associated with Customer's Named User Package for the purposes of technical support, maintenance and billing (Adjunct License). Customer shall not adjust, delete, or impair the Adjunct License.

- **Employee Count Package.** The Employee Count Package provides Customer with a subscription license for the Employee Count. Each subscribed Employee will receive a Named User Package account.
- **Active User Package.** The Active User Package provides Customer with the option to pay for only those Named User Employees who are active.

1.2.1.2 **Cisco Webex Service Options.** Verizon offers the following Cisco Webex options with any of the 3 Cisco Webex subscription packages described above, subject to certain limitations based on the option selected:

- **Spark Meet with Meeting Center** (optional add-ons: Training Center, Support Center and/or Event Center)
- **Spark Meet with Enterprise Edition** (standard add-ons: Training Center, Support Center and Event Center)
- **Training Center**
- **Support Center**
- **Event Center**
- **Audio Broadcasting** (used with Event Center only)

1.2.1.3 **Cisco Webex Service Features.** Cisco Webex offers the following service features:

- **Webex Storage.** Webex Storage is online, secure cloud storage, including network based recordings (NBR), used for storing meeting recordings automatically and for accessing at a later date. Webex Storage is included at no additional cost with the Spark Meet with Meeting Center and Spark Meet with Enterprise Edition options (Included Storage). Included Storage is provided in the following amounts with the following Webex Service packages:
 - Employee Count: 50GB
 - Named User: 10GB
 - Active User: 50GB
- **Add-on Storage.** Add-on storage is additional storage purchased in excess of any Included Storage (Add-on Storage). Add-on Storage has a minimum purchase requirement of 50 GB, with 1 GB additional increments thereafter. Customers have the ability to purchase Add-on Storage at the time of ordering or as a change request at a later date.
- **Overage Storage.** Overage storage is storage used in excess of the Included Storage and any Add-on Storage (Overage Storage). The Overage Storage feature is automatically enabled at the time of configuration and can be manually removed. If Customer does not purchase the Overage Storage feature, storage usage will be limited to the Included Storage and any Add-on Storage. If Customer does purchase the Overage Storage option, and the storage usage exceeds the allotted Included Storage and purchased Add-on Storage, Customer will be charged an Overage Storage fee monthly in arrears.
- **Collaboration Meeting Room.** Collaboration Meeting Room (CMR) provides integrated video bridging for Cisco Webex by enabling up to 25 standards-based video end-points to join a Cisco Webex service in a single session. CMR is only available hereunder – and is included at no additional cost – with Spark Meet with Enterprise Edition and Spark Meet with Meeting Center on



each of the Cisco Webex packages. Verizon does not provide technical support for endpoints and on-premises video deployments. Customer is responsible for video endpoint setup and enabling video calls to the Internet.

- **Cisco Webex Operational Reports.** Operational reports will be available on the Cisco Webex Administrative Portal which is made accessible to Customer-identified administrators, provided that such Site Administrators are authorized to view CPNI as set forth in the Agreement.
- **Cisco Webex Pro Pack (Optimized Service only).** Cisco Webex Pro Pack is an enhanced Administrative Portal where administrators have access to additional reporting functionalities, analytics and administrator controls for security.
- **Spark Message Feature.** Spark Message is an online space for Customer teams to create virtual rooms where Leaders and Participants can message, share content, and meet. Spark Message is available with Spark Meet with Meeting Center and Spark Meet with Enterprise Edition. Spark Meet rooms will accommodate up to 25 Participants, including the Leader. Each Named User or Active User, depending on the Spark version purchased, will be provided 5GB of Spark Message Storage. Spark Message includes the following features:
 - Room moderation by Leader or Participant.
 - Single sign-on (SSO).
 - Directory integration (searchable enterprise tool).
 - Individual (Leader/Participant) management.
 - The Spark Message Overage Storage option is automatically enabled at the time of configuration and cannot be disabled or removed.
- **Voice over IP.** Voice over IP (VoIP) is the audio feature portion of the Cisco Webex service that sends audio from a meeting over the Internet instead of via the PSTN over a TDM-based telephone connection. The VoIP feature may be accessed via computer using speakers or headphones with a microphone. Due to various regulatory impediments, VoIP is not available in all countries.
- **Toll Named Users.** Toll Named Users is a Named User-based audio subscription that provides each Named User with unlimited access to global toll call-in and domestic U.S. toll call-in depending on the feature(s) purchased by Customer. Toll Named Users is not available in all countries.

1.2.2 **Spark Flex Platform.** Spark Flex is an enhanced cloud-based platform under which Verizon delivers Cisco Webex services, as described herein.

1.2.2.1 **Spark Flex Subscription Packages.** Spark Flex subscription packages include the following:

- **Spark Flex Named User.** The Spark Flex Named User Package provides an identified Leader with a license granting that individual access rights to the Spark Flex platform and the ability to host an unlimited number of meetings each month, provided that the Spark Flex Leader may only host 1 meeting at any given time. Customer must identify the Site Administrator who will be responsible for all administrative duties for the Customer-specific website including adding, deleting and managing accounts, pulling reports, and other website-based tasks. A Spark Flex Named Leader must be an Employee selected by Customer to use Business Messaging (M1).
- **Spark Flex Employee Count.** The Spark Flex Employee Count Package provides Customer with a subscription license for the Employee Count. Each subscribed Employee will receive a Spark Flex Named User package account. The Spark Flex Employee Count Package allows the Spark Flex Employee Count to grow by 20% over the term of the agreement before a Spark Flex Employee Count adjustment must be made (Organic Growth). Verizon may request and a Customer authorized representative shall provide a then-current count of subscribed Employees to assist in the development of the True Forward Service Order. If Customer fails to provide a then-current count of subscribed Employees, Cisco or Verizon may access, without prior notice, the Cisco license portal to determine the number of unpaid subscribed Employees.

- **Spark Flex Active User.** The Spark Flex Active User Package provides Customer with a license for every Employee. However, Customer only pays for those Named User Employees who are active in a given month.

1.2.2.2 **Spark Flex Service Options.** The following service options are available with Spark Flex:

- **Business Messaging (M1).** Provides unlimited messaging and allows users to share content within shared spaces. Users can perform 1-to-1 and group messaging with perpetual content for identified teams. Users may host 3-party meetings within Spark, including audio, video and screen sharing with other Spark users.
- **Basic Meetings (M2).** In addition to Business Messaging capabilities, Basic Meetings enables a Leader to host up to a 25-party meeting within Spark, including audio, video and web conferencing.
- **Advanced Meetings (M3).** In addition to Basic Meetings capabilities, Advanced Meetings includes WebEx Meeting Center with the ability to host a 200-party meeting. WebEx Meeting Center supports the ability to have audio, high-definition video, screen sharing, the ability to schedule meetings and launch ad hoc meetings. Cisco's Training Center and Event Center applications are also included with Advanced Meetings when Employee Count is selected. Alternatively, meetings can be delivered using Customer's Cisco Meeting Server.

1.2.2.3 **Spark Flex Service Features.** Spark Flex offers the following service features:

- **Spark Flex Hosted Calling (Optimized only)/On-Premises Calling and Spark Business Messaging (C1).** Provides the option of hosted or on-premises call control and must be ordered with M1. Customer must sign a statement of work (SOW) for the Professional Services (PS) associated with implementing Spark Flex Hosted Calling.
- **Spark Flex Hosted Calling (Optimized only)/On-Premises Calling and Spark Business Messaging and Basic Meetings (C2).** Provides the option of hosted or on-premises call control and must be ordered with M2.
- **Spark Flex Hosted Calling (Optimized only)/On-Premises Calling and Spark Business Messaging, Basic Meetings and Advanced Meetings (C3).** Provides the option of on-premises or cloud call control and must be ordered with M3.
- **Standard Features for Spark Flex Hosted Calling (Optimized only) and On-Premises Calling.** Verizon provides the following standard features for Spark Flex Hosted Calling and On-Premises Calling, as selected by Customer.
 - **Standard Features for Spark Flex Hosted Calling (Optimized only)**
 - Cisco Hosted Collaboration Solution/Unified Communications Manager
 - Cisco Unity® Connection – (voicemail)
 - Cisco Emergency Responder (U.S. and Canada only)
 - **Standard Features for Spark Flex On-Premise Calling**
 - Cisco Unified Communications Manager
 - Cisco Unity® Connection
 - Cisco Emergency Responder (U.S. and Canada only)
- **Optional Features for Spark Flex Hosted Calling (Optimized only) and On-Premises Calling**
 - **Public Space Device Call Control Services.** Public Space Device Call Control provides limited Cisco Unified Communications Manager (CUCM) features, including core IP call control with limited feature capabilities, depending on the type of phone, but excluding mobility or single number reach. Public Space Device Call Control services are restricted to a maximum of 1 physical device programmed into the PBX database, which can be an analog phone or a low-end Cisco IP phone. Specific IP phones currently eligible for a Public Space Device Call Control license are models 3905 and 6901.
 - **Telepresence Device Call Control Services.** Telepresence Device Call Control enables video calling connectivity to Cisco Telepresence Room systems.

- **Analog Devices Call Control Services.** Analog Devices Call Control is restricted to a maximum of 1 physical device, which can be an analog phone or a low-end Cisco IP phone. Available features depend on Customer's phone type.
- **Expressway.** With Expressway, Verizon provides secure access to enterprise mobility for users without VPN access. Customer will (i) arrange and maintain any security-related certificates and domain name management, and (ii) purchase sufficient Internet bandwidth to support remote voice or video.
- **Spark Flex Hybrid Services.** Spark Flex Hybrid services connect existing network resources and on-premises unified communications (UC) services to the Cisco Spark Platform in the cloud. This provides even greater collaboration capabilities, along with consistent, unified end-user and administrator experiences. Spark Flex hybrid services do not incur additional license costs but may require professional services and/or additional equipment.
- **Cisco Unified Communications Domain Manager.** Cisco Unified Communications Domain Manager (CUCDM) is a centralized and fully automated UC service delivery platform that addresses the challenges involved in managing the entire UC lifecycle: Day-0 initial design; Day-1 build and deployment; Day-2 support and administration; Day-3 upgrade and scaling. By simplifying business processes and removing technical complexity, CUCDM increases productivity, speeds implementation, cuts costs, and provides a platform to launch new UC services.
- **Move, Add, Change, Delete (MACD).** Upon Customer's request, Verizon will perform MACD activities.
- **Customer Administered MACDs.** Customer may self-administer MACDs on the administrative portal at no extra charge if CUCDM portal is purchased.
- **Attendant Console Standard.** With Attendant Console Standard, Verizon allows Customer administrators to manage incoming lines, such as prioritization and queuing.

1.2.2.4 **Spark Flex Storage Packages.** Spark Flex Storage is online, secure cloud storage used for storing meeting recordings, files and perpetual conversations to be accessed by Customer at a later date. Verizon offers the following Spark Flex storage options:

- **Business Messaging (M1)/Basic Meetings (M2) Storage.** Storage for Business Messaging (M1) or Basic Meetings (M2) is provided at no additional cost as follows, which is pooled across users with the following Spark Flex packages:
 - Named User: 5 GB
 - Employee Count: 5 GB
 - Active User: 5GB
- **Advanced Meetings (M3) Storage.** Storage for Advanced Meetings (M3) is provided at no additional cost as follows with the following Spark Flex packages:
 - Named User: 10GB
 - Employee Count: 50GB
 - Active User: 5GB

1.2.2.5 **Hybrid Calendar Service.** Hybrid Calendar Service integrates Microsoft Exchange with message and Meeting capabilities. When a Meeting is scheduled, a Cisco Spark room will be created automatically.

1.2.2.6 **Hybrid Directory Service.** Hybrid Directory Service synchronizes Microsoft Active Directory users with Spark user management (creating, updating or deleting), so that users are always current in Spark.

1.2.2.7 **Hybrid Media Service.** Hybrid Media Service provides a local instance of the media processing for lower latency and bandwidth savings.



- 1.2.2.8 **Spark Flex Operational Reports.** Operational Reports will be available on the Spark Flex Administrative Portal which is made accessible to Customer-identified administrators, provided that such Site Administrators are authorized to view CPNI as set forth in the Agreement.
- **Spark Flex Pro Pack (Optimized Service only).** Spark Flex Pro Pack is an enhanced Administrative Portal where administrators have access to additional reporting functionalities, analytics and administrator controls for security.
- 1.2.2.9 **Voice over IP.** VoIP is an audio feature that sends audio from a meeting over the Internet, instead of via the PSTN over a TDM-based telephone connection. The VoIP feature is integrated in the solution and may be accessed via computer using speakers or headphones with a microphone. Due to various regulatory impediments, VoIP is not available in all countries.
- 1.2.2.10 **Toll Named Users.** Toll Named Users is a Named User Package-based audio subscription that provides each Leader with unlimited access to global toll call-in and domestic U.S. toll call-in depending on the feature(s) purchased by Customer. Toll Named Users is not available in all countries.
- 1.2.2.11 **Software Support Service for Spark Flex.** Upon request, Customer may receive configuration support, adoption methodology, additional training support and business reviews from Verizon, at an additional fee depending on the level of software support services selected.
- 1.2.2.12 **Spark Room System.** Spark Room System is an add-on offer to the Spark Flex service which allows Cisco TelePresence endpoints to register directly to the Spark Flex Platform. Customer must purchase endpoint(s) amongst the then-current Cisco supported portfolio and purchase 1 Spark Room System subscription for every endpoint registered to Spark Flex.
- **Spark Room System Capabilities**
 - Place calls to Spark users, other Spark Room Systems and third party standards based SIP endpoints, Cisco videoconferencing bridges and third party standards based SIP videoconferencing bridges;
 - Share or view content;
 - Report status and metrics to the Collaboration Management portal; and
 - Be controlled via proximity by a Spark application on a mobile device.
- 1.2.3 **Collaboration Flex Platform (Optimized only).** Collaboration Flex is an option that will be released soon; Verizon will inform Customer when it is available for purchase. Collaboration Flex is a single subscription cloud-based platform under which Verizon delivers Cisco Webex services, as described herein. Collaboration Flex provides access to Cisco's collaboration services and software, allowing Customer to mix and match deployment models depending on users' needs at any given time.
- 1.2.3.1 **Collaboration Flex Subscription Packages.** Collaboration Flex subscription packages include the following:
- **Collaboration Flex Named User.** The Collaboration Flex Named User Package provides an identified Leader with a license, granting that individual access rights to the Collaboration Flex platform. Named User allows Customer to purchase at a per user rate in various increments (with an initial minimum of 250 Hosted Calling).
 - **Collaboration Flex Enterprise Agreement.** The Collaboration Flex Enterprise Agreement Package provides Customer with a subscription license for each Named User Employee. Each Named User will receive a unique account that may not be shared or used by anyone other than the designated Named User. This package requires a minimum purchase of 250 licenses. This package is subject to the True Forward Service Order process.



- **Collaboration Flex Active User.** The Collaboration Flex Active User Package provides Customer with a subscription for each Named User Employee. However, Customer only pays for those Named User Employees who are active in a given month above a minimum purchase of 40.

1.2.3.2 Collaboration Flex Service Options. The following service options are available with Collaboration Flex:

- **Webex Messaging.** Provides unlimited messaging and allows users to share content within shared spaces. Users can perform 1-to-1 and group messaging with perpetual content for identified teams. Users may host a Webex meeting with any number of participants based on the Webex team space they are participating in, including audio, video and screen sharing. If Customer has Calling only subscription, Customer would be limited to Messaging only, no Meetings.
- **Webex Messaging File Storage.** Provides each Knowledge Worker with 20 GB of file storage through the Webex Teams Messaging application.
- **Webex Conferencing Services.** In addition to Webex Messaging and Webex Meetings capabilities within the Webex Messaging client, Customers can purchase the following subscription packages:
 - Webex Meeting Center service with capacity of 1,000 attendees per session and up to 75 attendees join using Cisco Webex Teams or Cisco TelePresence applications or SIP attendees.
 - Webex Training Center service with capacity of 1,000 attendees per session.
 - Webex Event Center service with capacity of 1000 attendees per session.
 - Webex Support Center service with capacity of 5 attendees per session.
- **Content management.** Collaboration Flex Plan provides Customer with unlimited cloud Network Based Recording (NBR) storage for WebEx conferencing services. An additional fee is associated with this feature when purchased as part of the Named User license model.
- **Collaboration Flex Hosted/On-Premises Calling.** Provides the option of hosted or on-premises call control.

1.2.3.3 Collaboration Flex Service Features. Collaboration Flex offers the following service features:

- **Standard Features for Collaboration Flex Hosted Calling and On-Premises Calling.** Verizon provides the following standard features for Collaboration Hosted Calling and On-Premises Calling, as selected by Customer.
 - **Standard Features for Collaboration Flex Hosted Calling.** Customer must sign a statement of work (SOW) for the Professional Services (PS) associated with implementing Collaboration Flex Hosted Calling.
 - Cisco Hosted Collaboration Solution/Unified Communications Manager
 - Cisco Unity® Connection – (voicemail)
 - Cisco Emergency Responder (U.S. and Canada only)
 - **Standard Features for Collaboration Flex On-Premise Calling**
 - Cisco Unified Communications Manager
 - Cisco Unity® Connection
 - Cisco Emergency Responder
- **Optional Features for Collaboration Flex Hosted and On-Premises Calling**
 - **Public Space Device Call Control Services**
 - **Telepresence Device Call Control Services**
 - **Analog Devices Call Control Services**
 - **Expressway**
 - **Collaboration Flex Hybrid Services.** Collaboration Flex Hybrid services connect existing network resources and on-premises unified communications (UC) services to the Cisco Webex Platform in the cloud. This provides even greater collaboration capabilities, along with consistent, unified end-user and administrator experiences. Collaboration Flex hybrid services



do not incur additional license costs but may require professional services and/or additional equipment.

- **CUCDM**
- **Move, Add, Change, Delete (MACD)**
- **Customer Administered MACDs**
- **Attendant Console Standard**
- **Attendant Console Advanced.** With Attendant Console Advanced, the call queuing engine helps manage several calls from many sources. The directory can handle up to 100,000 contacts and synchronize directly with Active Directory.

1.2.3.4 **Cisco Webex Care.** Cisco Webex Care is a digital customer support solution for help desks and small teams. Cisco Webex Care offers chat and callback services and enables connected digital experiences by supporting customer care teams who want to deliver contextual, continuous, and capability-rich customer journeys. Cisco Webex Care is offered on a per-Knowledge Worker basis as purchased.

1.3 **Customer Responsibilities**

1.3.1 **Spark Flex and Collaboration Flex Hosted Calling - Optimized Services**

1.3.1.1 **Internet Connectivity.** Customer must obtain and maintain the necessary Internet connectivity and bandwidth required for Conferencing services.

1.3.1.2 **Implementation Readiness.** Customer will promptly review a statement of requirements (SOR) document provided by Verizon to prepare for Hosted Calling implementation. If implementation of Verizon Hosted Calling is not feasible or Customer's costs to upgrade its network to a level required for Hosted Calling implementation are not acceptable to Customer, Customer will promptly notify Verizon before implementation commences. If Customer does not notify Verizon prior to implementation commencing, Customer will be responsible for such costs.

1.3.1.3 **System Changes and Maintenance.** Customer will schedule and inform Verizon of maintenance on, or changes to Customer network elements associated with Verizon Hosted Calling.

1.3.1.4 **Customer Contact.** Customer will designate a single point of contact (POC) 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. The POC will identify a contact at each Customer Site to coordinate receipt of Customer-purchased hardware so that the Customer Site is ready to enable Verizon to conduct Hosted Calling configuration activities at its data center. The single POC is also responsible for signing off on the lower-level design document, which provides line level detail on planned configuration requirements.

1.3.2 **Responsibility for Charges.** Customer shall be responsible for payment of rates, fees, charges and surcharges incurred for all use of Conferencing Services, including without limitation unauthorized use of Conferencing Services.

2. **SUPPLEMENTAL TERMS**

2.1 **Emergency Calling.** All calling features of Verizon's Webex Services are not voice services and can only be used to receive inbound calls and make outbound calls, including emergency calls, only when used with third party-provided or Verizon-provided VOIP or TDM services. Customer's use of voice-enabled Verizon Flex 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 a third party-provided or Verizon-provided VoIP Service, the following additional restrictions will apply with respect to Customer's use of voice-enabled VerizonFlex.

- 2.1.1 **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.
- 2.1.2 **Wireless Devices, PCs, Laptops and Tablets.** Voice-enabled Verizon Webex does not support emergency calling from wireless devices that provide native voice calling, computer tablets or other similar devices that have been integrated with Verizon Webex VoIP features through a software client. End users must make emergency calls via a separate wireless device using their carrier's wireless network or by other means.
- 2.1.3 **Unsupported Use.** Certain service disruptions may occur with Verizon Hosted Calling, and Verizon is not 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 Verizon Hosted Calling. Customer will not change the Verizon-installed design and/or configuration without Verizon's agreement; as such changes may interfere with Verizon's ability to provide Verizon Hosted Calling in whole or in part.
- 2.2 **Protected Health Information (U.S. only).** Customer will not use the Service in a way that causes Verizon to create, receive, maintain, or transmit "protected health information" ("PHI") that would make Verizon a "business associate" to Customer (as both terms are defined at 45 C.F.R. § 160.103). If Customer uses Conference Recording, Customer will prohibit the discussion of PHI. If PHI is discussed and recorded, Customer's Moderator will delete all such references from the recording. In connection with Conferencing, Verizon does not create, receive, maintain, or store Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009. Conferencing is not equipped to store or otherwise maintain such PHI. Therefore, although it is possible for Customer to record PHI via a Conferencing recording feature, Customer agrees that neither it nor its Participants will use Conferencing to engage in such recording or store PHI. To the extent this prohibition is violated, Customer is fully responsible for the consequences.
- 2.3 **On Line Password for Access to Service and CPNI.** At the time Conferencing Service is established, Verizon will provide Customer's designated billing point of contact (Billing POC) with a Password, which Customer and the Billing POC may use to access Conferencing Services and obtain information about Conferencing Services on-line that may include Customer Proprietary Network Information (CPNI). In order for the Billing POC to receive the Password, Customer will name the Billing POC as a CPNI authorizer following the process set forth in the Agreement. Customer agrees that the Billing POC is also authorized to use the Password to establish Conferencing for Customer personnel and to disclose the Password for Conferencing and CPNI access to other personnel of Customer, and that such personnel are authorized by Customer to access Conferencing and CPNI. Customer will be solely responsible for use and disclosure of the Password by Customer personnel.
- 2.4 **Cisco Universal Cloud Terms.** The Cisco Universal Cloud Terms (UCA) shall govern Customer's use of the Spark Business Messaging, Meetings and Call Services. The UCA may be found on line at www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf.
- 2.5 **Call Recording.** Customer may, as an option, record the web and voice aspects of the conferences provided under this Service. Customer agrees to obtain the consent of all Participants as required by applicable law, including any laws that prohibit the conditioning of consent for participation on the



conference. Verizon will not be responsible to manage or delete Customer's call recordings. Customer is responsible to ensure compliance with any applicable laws or regulations with regard to call recordings, retention periods and deletion.

2.6 **India Regulations.** Customer represents and warrants to Verizon that the Customer PBXs in India are not connected to the PSTN. In the future should Customer require its PBXs to be logically partitioned for connection in order to support both connectivity to the Verizon managed WAN network and the local PSTN, Customer may only do so upon meeting the conditions in this Section 2.6.

2.6.1 **Telecommunications Network.** Customer shall not misuse the facility of logically partitioning in any manner that leads to bypass of telecommunication networks (Access/ National Long Distance/ International Long Distance) of authorized Telecom Service Providers. Specifically, Customer shall ensure that there is no transfer/ connection of voice communication between the Private Links and Public Network Connections (PSTN/ PLMN) on the logically partitioned EPABX.

2.6.1.1 **EAPBX.** On the logically portioned EPABX, the Customer will ensure that:

- No user terminal/extension is part of both the Private Links and Public Network Connections (PSTN/ PLMN).
- Private link extensions are not able to call the Public Network extensions and vice versa.
- Conferencing / Call Forwarding/ Call Transfer between the Private Links and Public Network Connections should not be possible.

2.6.1.2 **Equipment Certificate.** Customer shall provide a certificate from the equipment vendor that the software is capable of logically bifurcating the common infrastructure into two separate and independent environments - private network and public network.

2.6.1.3 **Station Meter Detailed Recordings.** Customer will ensure that the Station Meter Detailed Recordings (SMDRs)/call records are tamper-proof and shall maintain soft copy of SMDRs/ call records for a period of 3 months for inspection by Verizon and/or Regulator/Government. SMDRs/call records should be adequately protected with audit trails to ensure that there are no modifications to these.

2.6.1.4 **Inspection.** Customer will make available, at all times, its network and equipment to the authorized representatives of Verizon and of the Regulator/Government for enabling inspection.

2.6.1.5 **Government/Regulator Disallowance.** If at any stage, the Government/Regulator disallows logical partitioning of EPABX, Customer will take urgent steps to comply with such directions. Verizon will not be responsible or liable for any cost or loss that Customer may incur in the process.

2.7 **Service Commitment Period**

2.7.1 **Service Commitment.** Unless otherwise stated in the Customer quote, the Service Commitment period for Conferencing is 12 months. In addition, and unless otherwise stated in the Customer quote, the Subscription Period for Webex, Spark Flex, Collaboration Flex and/or Cloud Connected Audio/CCA (as described in the Appendix) (collectively, Standard Service Features) is 12 months. If the length of Customer's Subscription Period for the applicable Standard Service Feature(s) extends beyond the current Service Commitment period for Conferencing, the Service Commitment period for Conferencing shall extend for the full duration of Customer's Subscription Period for the applicable Standard Service Feature(s).



- 2.7.2 **Service Termination.** If (a) Customer terminates Conferencing or the Agreement before the end of the Service Commitment period for reasons other than Cause; or (b) Verizon terminates Conferencing or the Agreement for Cause before the end of the Service Commitment period pursuant to relevant sections in the Agreement or this Service Attachment, then Customer will pay, within 30 days after such termination, (i) an amount equal to the number of months remaining in the Service Commitment period multiplied by the applicable MRC, plus (ii) a pro rata portion of any and all applicable credits received by Customer.
- 2.7.3 **Service Non-Renewal Notice.** If Customer does not wish to renew its Webex, Spark Flex, Collaboration Flex and/or CCA subscriptions, it must notify Verizon 45 days prior to the end of its current Subscription Period. If Customer fails to so notify Verizon, Customer shall be bound to pay applicable charges for the subscriptions at the newly-determined level for an additional 12 month period upon the expiration of its current Subscription Period.
- 2.8 **Audit and Extraordinary Events.** With respect to Cisco Webex, Spark Flex and Collaboration Flex Employee Count, Named User, and Active User options:
- 2.8.1 **Audit.** Verizon may audit pertinent Customer records during Normal Working Hours to ensure Customer's compliance with the requirements set forth herein. Verizon will pay the cost of the audit unless it is found that Customer is misusing the Named or Active User packages.
- 2.8.2 **Extraordinary Event.** Customer shall inform Verizon in writing of any Extraordinary Event within 30 days of its occurrence. If an Extraordinary Event occurs, or Verizon determines via an audit or otherwise that Customer is misusing Conferencing in accordance with the above, Verizon shall bill Customer and Customer shall promptly pay in accordance with the terms and conditions set forth herein, the rates and charges arising from Customer's increased usage of Conferencing.
3. **SERVICE LEVEL AGREEMENT.** Spark Flex and Collaboration Flex Hosted Calling Service Level Agreement for U.S. and Non-U.S. Services at:
www.verizonenterprise.com/external/service_guide/reg/cp_spark_flex_hosted_calling_service_level_agreement.pdf
4. **FINANCIAL TERMS**
- 4.1 **General**
- 4.1.1 **Taxes- Primary Place of Use (U.S. only)**
- 4.1.1.1 In the case of web based conference calling services, the primary place of use (PPU) location of each conference Leader will be designated in writing by Customer and used as the location(s) for taxing purposes. Where the location(s) of each conference Leader is not designated by Customer, Customer will designate in writing the PPU's that should be used by Verizon for taxing purposes. If Customer does not designate any PPU's, Customer agrees that Verizon should use the headquarters location for taxing purposes. Further, Customer will use commercially reasonable efforts to maintain records that reasonably substantiate the location(s) designated as the PPU and provide such records upon request from Verizon in the event Verizon is required to demonstrate the accuracy of the PPU to government authorities on audit. In the event a government agency makes a determination that the PPU is wrong or not properly substantiated, Customer will be responsible for any additional Taxes, fees or surcharges plus penalties and interest imposed due to a change in PPU or taxable location at such time that Verizon is required to pay such assessment.



- 4.1.1.2 In the event Customer designates a PPU that is outside of the U.S., it remains the responsibility of Customer to comply with the laws of any tax jurisdiction in which it operates with respect to the applicability of all Taxes, including any requirement to self-assess or otherwise account for Taxes. In the event that any taxing or governmental authority asserts that Customer should have self-assessed or otherwise accounted for Taxes on any purchases made pursuant to this Agreement, Customer agrees to be responsible and hold Verizon harmless from and against any claim or liability (including the Tax and associated interest, penalties, or other charges) which may arise as a result of Customer's failure to self-assess or otherwise account for a Tax.
- 4.1.2 **Public Space Licenses.** Public Space licenses are Calling (C1, C2, C3) licenses not associated with subscribed Employees and are intended for use in lobbies, conference rooms and other public spaces. Excessive usage of Public Space licenses when using Employee Count licensing, as defined by a license count greater than 50% of Customer subscribed Employees, may result in additional fees during the True Forward Service Order process.
- 4.1.3 **Software License Entitlement Trade-Ins.** Verizon will honor Cisco approved license trade-ins for credit towards Spark Flex Licenses. These trade-ins will be subject to Cisco's license trade-in rules and the discount for any trade-ins will be spread across the initial term of the Agreement.
- 4.1.4 **On-Premises Calling to Hosted Calling Migrations.** Verizon will honor Cisco approved migration programs that apply Cisco Hosted Calling licenses as On-Premises Calling licenses. These migrations will be subject to Cisco's license migration rules and agreement by Verizon.
- 4.1.5 **Toll Named User Subscription Model**
 - 4.1.5.1 **Employee Count and Enterprise Agreement.** Customer must purchase a quantity of Toll Named Users equal to the Employee Count invoiced in any given billing period.
 - 4.1.5.2 **Named User.** Customer must purchase a quantity of Toll Named Users equal to the number of Leaders in any given billing period.
 - 4.1.5.3 **Active User.** Customer must purchase a quantity of Toll Named Users equal to the number of Active Users in any given billing period.
- 4.1.6 **Cisco Webex Subscription Models**
 - 4.1.6.1 **Cisco Webex Named User.** Customer will pay a license fee per Leader license requested. Verizon has the right to invoice Customer for any number of Customer-assigned Leaders that are greater than the number of licenses ordered by Customer.
 - 4.1.6.2 **Cisco Webex Active User.** Customer will pay a monthly recurring charge (MRC) for the Enrolled Number of Active User licenses, regardless of the number of Leaders that end up actually using Active User. Customer's Site Administrator will be able to add additional Leaders to Customer's Named User site, to a maximum of 120% of Customer's Initial Total Employees or total Employee Count, as applicable, as determined by Verizon and Cisco in cooperation with Customer at the time of the addition, without notifying Verizon or paying additional license fees. If Customer does not wish to renew its Active User option, it must notify Verizon 45 days prior to the end of its current subscription period. If Customer fails to so notify Verizon, Customer shall be bound to pay license fees for the Active User option at the newly-determined level for an additional 12 month period. In any subsequent Service Commitment period, the number of licenses for which Customer will pay an MRC is determined by the greater of (i) 15% of Customer's Employees as determined by Webex in cooperation with Customer;

or, (ii) the average number of Leaders using Active User during months 9, 10, and 11 of Customer's current enrollment period; or, (iii) 75 Active Users. The following conditions also apply:

- **Purchased Minimums.** The Active User Package provides Customer with the option to pay for only those Named User Employees who are active.
- **New Customers.** The Active User Package allows Customer to purchase a number of Named User licenses equal to at least the Initial Total Employees, with a minimum purchase of 75 licenses, for a subscription period of 12 months.
- **Existing Customers.** If Customer is an existing Customer with Cisco Webex service, then Customer's initial purchase of Active User from Verizon will be no less than the greater of the Initial Total Employees, or its current number of Named User licenses, with a minimum purchase of 75 licenses, in either case for a subscription period of 12 months.

4.1.6.3 **Cisco Webex Employee Count.** Customer will pay an MRC as a subscription license for Employees. If at any time during the Service Commitment period the then-current Employee Count exceeds 20% of the initially identified Employee Count, Customer is obligated to notify Verizon of this increase and execute an updated Service Order reflecting the revised Employee Count and adjusted applicable charges.

4.1.6.4 **Cisco Webex Attendee Overage.** Capacity depends on the specific Webex Service purchased by Customer. Each meeting must be hosted by a Leader and the Leader is counted as a Participant when determining Capacity. For example, Cisco Webex Spark Meet with Meeting Center (Capacity 1,000) is limited to a maximum attendance of 1 Leader and no more than 999 Participants. If the number of Participants attending a meeting exceeds the meeting Capacity, Customer will be charged an overage charge. The overage charge will be invoiced at a per-Participant rate, on a per-instance basis. Any overage charges incurred will be billed monthly in arrears.

4.1.7 **Spark Flex Subscription Models**

4.1.7.1 **Spark Flex Named User.** Customer is invoiced for each Spark Flex Named User account purchased, irrespective of usage. The Customer will be invoiced based on the date the account is provisioned by Cisco.

4.1.7.2 **Spark Flex Employee Count.** Customer will pay an MRC as a subscription license for the Employee Count. The applicable order quantity is the Spark Flex Employee Count as of the date of Customer's Service Order. If at any time during the Service Commitment period the then-current Spark Flex Employee Count exceeds 20% of the initially identified Spark Flex Employee Count, Customer shall notify Verizon of this increase and execute True Forward Service Order. The Customer will be invoiced based on the date the subscription license is provisioned by Cisco.

4.1.7.3 **Spark Flex Active User.** Customer will pay an MRC for the Enrolled Number of Active User licenses, regardless of the number of Leaders that end up actually using Active User. Customer's Site Administrator will be able to add additional Leaders to Customer's Named User site, to a maximum of 120% of Customer's Initial Total Employees or total Employee Count, as applicable, as determined by Verizon and Cisco in cooperation with Customer at the time of the addition, without notifying Verizon or paying additional license fees. If Customer does not wish to renew its Active User option, it must notify Verizon 45 days prior to the end of its current subscription period. If Customer fails to so notify Verizon, Customer shall be bound to pay license fees for the Active User option at the newly-determined level for an additional 12 month period. In any subsequent Service Commitment period, the number of licenses for which Customer will pay an MRC is determined by the greater of: (i) 15% of Customer's Employees as determined by Verizon and Cisco, in cooperation with Customer; or, (ii) the



average number of Named Users using Active User during months 9, 10, and 11 of Customer's current Subscription Period; or (iii) 75 Active Users. The following conditions also apply:

- **Purchased Minimums.** The following purchased minimums are applicable for new and existing customers.
- **New Customers.** The Spark Flex Active User package allows Customer to purchase a number of Named User licenses equal to at least the Initial Total Employees, with a minimum purchase of 75 licenses for a subscription period of 12 months.
- **Existing Customers.** If Customer is an existing Spark Flex customer, then its initial purchase of Spark Flex Active User from Verizon will not be less than the greater of 15% of the Initial Total Employees, or its current number of Named User licenses, with a minimum purchase of 75 licenses in either case for a subscription period of 12 months.

4.1.8 Collaboration Flex Subscription Models

4.1.8.1 **Collaboration Flex Named User.** Customer is invoiced for each Collaboration Flex Named User account purchased, irrespective of usage. The Customer will be invoiced based on the date the account is provisioned by Cisco.

4.1.8.2 **Collaboration Flex Enterprise Agreement** Customer will pay an MRC as a subscription license. Customer will be entitled to provision 120% of the agreed Knowledge Worker count (Growth Allowance). Provisioned Knowledge Workers will receive a unique account that may not be shared or used by anyone other than the designated Knowledge Worker. A Knowledge Worker account may not be transferred to another Knowledge Worker, except upon (i) termination of the Knowledge Worker's employment or (ii) with Cisco's prior written approval. This Collaboration Flex Enterprise Agreement model requires a minimum purchase quantity of 250 licenses. Customer must purchase a license to access the services or software for every Knowledge Worker. If at any time during the Service Commitment period the quantity of provisioned Knowledge Workers exceeds the Customers Growth Allowance, Customer shall notify Verizon of this increase and execute a True Forward Service Order. Customer may not decrease the Knowledge Worker quantity at any point during the Customer's subscription term. The Customer will be invoiced based on the date the subscription license is provisioned by Cisco.

4.1.8.3 **Collaboration Flex Active User.** Customer will pay an MRC for the Enrolled Number of Active User licenses, regardless of the number of Leaders that end up actually using Active User. Customer's Site Administrator will be able to add additional Leaders to Customer's Named User site, to a maximum of 120% of Customer's Initial Knowledge Workers, as determined by Verizon and Cisco in cooperation with Customer at the time of the addition, without notifying Verizon or paying additional license fees. If Customer does not wish to renew its Active User option, it must notify Verizon 45 days prior to the end of its current subscription period. If Customer fails to so notify Verizon, Customer shall be bound to pay license fees for the Active User option at the newly-determined level for an additional 12 month period. In any subsequent Service Commitment period, the number of licenses for which Customer will pay an MRC is determined by the greater of: 15% of Customer's Employees as determined by Verizon and Cisco, in cooperation with Customer; or (ii) the average number of Named Users using Active User during months 9, 10, and 11 of Customer's current Subscription Period; or (iii) 40 Active Users. The following conditions also apply:

- **Purchased Minimums (Meetings).** The following purchased minimums are applicable for new and existing customers.
- **New Customers.** The Collaboration Flex Active User package allows Customer to purchase a number of Named User licenses equal to at least the Initial Knowledge Worker count, with a minimum purchase of 40 licenses for a subscription period of 12 months.



- **Existing Customers.** If Customer is an existing Collaboration Flex customer, then its initial purchase of Flex Active User licenses from Verizon will not be less than the greater of 15% of the Initial Knowledge Worker count, or its current number of Named User licenses, with a minimum purchase of 40 licenses in either case for a subscription period of 12 months.

4.1.9 **Pro Pack.** Customer will pay a per-user charge based on the subscription package purchased for Cisco Webex. Pro Pack is included free of charge with Spark Flex and Collaboration Flex.

4.2 **Optimized Services.** Customer will pay the charges for Conferencing specified in the Service Order Form and/or the Agreement, and at the following URL: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm.

4.3 **Non-Optimized Services.** Customer will pay the charges for Non-Optimized Net Conferencing and Spark Flex Services specified in the Agreement. Online pricing for Service provided by a U.S. Verizon entity is at: www.verizonenterprise.com/external/service_guide/reg/cp_conferencing_legacy_pricing.pdf

5. **DEFINITIONS.** The following definitions apply to Conferencing, in addition to those identified in the Master Terms of the Agreement and the administrative charge definitions at the following URL www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm.

| Terms | Definitions |
|------------------------------------|--|
| Active User | An Active User is an Employee who uses the Named User account to host 1 or more WebEx web conferencing Meetings or Spark Meet Meetings in any given billing period. |
| Audio Conferencing | The ability to have multiple audio lines connected with each other for the purpose of having a multi-point phone call. |
| Administrative Portal | The Cisco WebEx Administrative Portal is a website made accessible to the customer identified administrator for the system. It enables the admin to make changes to the site, add/delete/modify users, pull reports, and support the overall management of the solution. |
| Calling | Calling refers to both Hosted Calling and On-Premise Calling collectively. |
| Capacity | The number of Participants that may attend each meeting. |
| Employee / Knowledge Worker | A full or part-time employee or a third-party contractor of Customer and its subsidiaries and affiliates, also known as a Knowledge Worker. |
| Enterprise Agreement | Buying model that provides Customer a license to access the services or software in Customer's subscription for every Knowledge Worker, subject to an agreed minimum quantity. |
| Employee Count | With respect to Spark Flex and Collaboration Flex Services, (a) the number of Employees as of the date of Customer's Service Order, or (b) with respect to WebEx Services, a minimum number of Employees based on the package order whichever is greater. |
| Enrolled Number | The number of licenses purchased by Customer for a Cisco WebEx, Spark Flex Subscription, and/or Collaboration Flex Subscription, with a minimum purchase of 75 licenses for Spark Flex and 40 licenses for Collaboration Flex. |
| Extraordinary Event | A merger, acquisition, divestiture, or layoff that occurs during an enrollment period and changes the number of Employees by more than 20% from the Employee Count. |
| Initial Total Employees | A number of licenses equal to at least 15% of Customer's Employee Count, as determined by Cisco and Verizon in cooperation with Customer. |
| Leader | The Customer contact requesting a conference. |

| | |
|-----------------------------------|---|
| Meeting | As it pertains to the Active User Subscription model, Meeting refers to a Leader that is either a) hosting at least one Webex, or Cisco Meeting Server Meeting under a Spark Flex or Collaboration Flex Service Feature within a subscription month or b) using an audio only conference call, regardless of whether a Spark Flex or Webex Meeting is launched. (Note: an unscheduled Meeting of 2 people does not count as a Meeting). |
| Participant | Any Customer-authorized party joining a conference. |
| Password | An authorization code provided to Customer's Billing POC. |
| Subscription Period | A period of time for which Customer is committed to pay for a particular Standard Service Feature. A Subscription Period commences on the Service Activation Date of the Standard Service Feature to which it relates. |
| Site Administrator | Person responsible for all administrative duties for the Customer-specific website. |
| True Forward Service Order | An updated Service Order reflecting the revised Employee Count and adjusted applicable charges. |

Appendix Cloud Connect Audio

1. **Cloud Connected Audio.** Cloud Connected Audio (CCA) enables Webex-integrated audio conferencing via audio bridges hosted in Cisco's network. CCA is sold on a concurrent port basis and a Subscription Minimum (as defined below) applies. Hosts and Participants may access a CCA port at any point in time. In any given month, if Customer uses a number of CCA ports that exceeds the number of CCA ports in its Subscription Minimum, Customer will pay an overage charge based on the highest number of such excess CCA ports in use at any one time during the affected monthly billing period.
 - 1.1 **Service Location Availability.** Outside of the U.S., availability for CCA will vary country-to-country and Verizon will confirm (or deny) specific country availability upon Customer's request.
 - 1.2 **Service Prerequisites.** CCA is not available on a stand-alone basis and may only be purchased with Customer's subscription to Webex Service that includes Spark Meet with Meeting Center, Spark Meet with Enterprise Edition, Spark Flex with Advanced Meetings (M3) or Collaboration Flex Meetings.
 - 1.3 **Codec and Signalling Support.** CCA works only with G.711, the audio compression codec. Customer is responsible for transcoding any non-G.711 audio media stream to G.711.
 - 1.4 **Cisco WebEx Cloud Infrastructure.** CCA does not dedicate any equipment or bandwidth to any specific customer's audio traffic. All Customer traffic will traverse over shared infrastructure which includes Cisco Webex data center equipment, audio bridge, and other servers and all connections between them.
 - 1.5 **Terms and Conditions**
 - 1.5.1 If Customer terminates the Conferencing Services or CCA before the end of the CCA Service Commitment period, for reasons other than Customer termination for cause, Customer will pay an amount equal to 100% of the MRC for the discontinued service(s) multiplied by the number of months remaining in the unexpired portion of the CCA Service Commitment period.
 - 1.5.2 For the Webex and Spark Flex platforms, during the CCA Service Commitment period, Customer shall be charged an MRC for at least 300 ports (Subscription Minimum). Customer may select a higher Subscription commitment level than the Subscription Minimum.
 - 1.5.3 For the Webex and Spark Flex platforms, if Customer's monthly CCA port utilization exceeds its selected Subscription commitment level, Customer shall pay an overage charge as set forth in the table below for each such port in excess (CCA Port Overage). Verizon may invoice for Customer-incurred CCA Port Overage charges and off-net usage charges up to 6 months after the date such charges accrue.
 - 1.6 **Off-net**
 - 1.6.1 Off-net charges apply to calls not originating or terminating on Customer's Verizon-provided VoIP IP Trunking Service. Examples of such off-net charges include but are not limited to off-net transport charges for third parties dialing into a call, dial-out charges for calls terminating outside the U.S., Free Phone charges associated with Inbound Global service, and Local Access charges.
 - 1.7 **Access Types – Rate Definitions**
 - 1.7.1 **Toll Meet Me Access.** This Access method provides the Participant with a direct dial number to the conferencing bridge. Each call to the bridge is initiated separately by each Participant who is responsible



for the transport charges incurred in connection with the conference call. Customer, however, is responsible for the cost of the bridge via its payment of the CCA port charge, plus a usage rate for conversion of TDM-based traffic to IP.

- 1.7.2 **Dial-Out Access.** This access method enables the Webex bridge to dial out and establish the conference call. It is initiated by a Participant requesting dial-out from the Webex meeting interface.
- 1.7.3 **Toll Free Meet Me Access.** This access method allows Participants to access a conference call via a number that is toll free in the United States and parts of Canada.
- 1.7.4 **Global Access**
 - 1.7.4.1 **Global Access–Local Toll Access.** Global Access–Local Toll Access (Local Access) allows Participants to access a conference call via a non-U.S. number.
 - 1.7.4.2 **Global Access–Local Freephone Access.** Global Access–Local Freephone Access (Local Freephone Access) allows Participants not located in the United States to access a conference call via a Local Toll Free number (the Local Freephone Access number). An in-country Local Freephone number and corresponding passcode allows direct dial access to the conference call.