

VOIP INBOUND ANTI-FRAUD AND AUTHENTICATION SERVICES +

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1. GENERAL

1.1 Service Definition. With VoIP Inbound Anti-Fraud and Authentication powered by Pindrop Security, Inc.'s (Pindrop) services (the versions of which are described below) (each a "Pindrop® Service"), Verizon replicates the call using Verizon's Media Forking Service (a feature of the Optimized Service version of IP Contact Center Service) and routes the copy to the particular Pindrop Service ordered by Customer. The Pindrop Services are cloud-based and use a multi-factor analysis to predict the likelihood of a phone transaction being suspicious or the caller being someone other than the genuine customer, depending on the features and functionality of the particular version. To use VoIP Inbound Anti-Fraud and Authentication powered by a given Pindrop Service, Customer must purchase the Optimized Service version of IP Contact Center Service, order the Media Forking feature, and purchase Professional Services for installation, configuration, and project management. Verizon will provide Tier 1 support (trouble reporting and diagnostics) for any performance issues.

2. AVAILABLE VERSIONS

- 2.1 <u>Anti-Fraud</u>. Verizon's Anti-Fraud service is powered by the Pindrop Service known as Pindrop Protect Cloud, which is designed to detect the likelihood of a suspicious VoIP Inbound call.
- 2.2 <u>Authentication</u>. Verizon's Authentication service is powered by the Pindrop Service known as Pindrop Passport, which is designed to validate the authenticity of a caller of an VoIP Inbound call.
- 2.3 <u>Anti-Fraud + Authentication</u>. Verizon's Anti-Fraud + Authentication service is powered by the Pindrop Service known as Pindrop Panorama, which is Pindrop's platform solution that combines the features and functionality of Pindrop Protect Cloud and Pindrop Passport.
- 2.4 <u>Pindrop Service Descriptions</u>. Pindrop Protect Cloud, Pindrop Passport, and Pindrop Panorama are further described at www.verizonenterprise.com/external/service_quide/reg/pindrop.pdf.

2.5 Advisory Services. Advisory Services, which must be purchased annually with each service version described above, include the following: annual training, monthly meetings to review and improve the accuracy of key performance indicators, and participation in Pindrop-facilitated collaborations with other users and subject matter experts.

3. SUPPLEMENTAL TERMS

- Acceptance Process. Unless otherwise addressed in a Professional Services Statement of Work, the following Acceptance Process will apply. Verizon will notify Customer in writing (email acceptable) when the Pindrop Service is ready for use. Thereafter, Customer will have 20 days ("Acceptance Period") to verify that the Pindrop Service operates substantially in accordance with the applicable Specifications in Pindrop's User Documentation located at www.verizonenterprise.com/external/service_guide/reg/pindrop_user_documentation.pdf. During the Acceptance Period, Customer will notify Verizon in writing (to an email address provided by Verizon) describing in detail any Errors, and Verizon will use commercially reasonable efforts to make corrections as soon as commercially practicable, but in any event within the time period reflected in any mutually agreed to corrective action plan ("Correction Period"). Absent Customer's written notice within the Acceptance Period, Customer is deemed to have accepted the Pindrop Service. If Verizon does not make corrections within the Correction Period, Customer may elect to terminate the Pindrop Service in writing to Verizon; provided, however, that if Customer does not terminate the Pindrop Service in writing within 5 days after the Correction Period, the service will be deemed accepted by Customer. There will be no charge for the Pindrop Service provided during the Acceptance Period and Correction Period. However, even if Customer terminates the Pindrop Service pursuant to this Section 3.1, Customer is responsible to pay for all Professional Services, Media Forking, and IP Contact Center service provided during the Acceptance Period and Correction Period. The subscription license commences at the end of the Acceptance Period
- 3.2 <u>Pindrop End User Terms</u>. Customer agrees to the end user license terms (EULA) applicable to the Pindrop Service ordered by Customer, located at www.verizonenterprise.com/external/service_guide/reg/pindrop_eula_and_aup.pdf, which are incorporated by reference. The EULA governs Customer's use of and access to such ordered Pindrop Service. Verizon is not a party to the EULA. If Pindrop provides notice to Verizon that Customer has breached Pindrop's EULA, Verizon will have the right to terminate the service for cause.

3.3 **Availability**

- The Pindrop Service is available for delivery in the U.S. only.
- TDM terminated calls are not supported.
- Additional information regarding availability and functionality, including API configurations required to get the benefit of certain functionality, can be found in the User Documentation.

3.4 Customer Responsibilities

- 3.4.1 Customer will (1) use the Pindrop Service only for lawful purposes, and (2) comply with all applicable data privacy, security, data protection and export control laws and regulations, including laws that have heightened restrictions for the collection, use, processing or retention of customer call data or the outputs created by the applicable Pindrop Service (as detailed in the applicable EULA and User Documentation), including recording or monitoring of calls or use of Deep Voice™ Engine that may require formal notice to, and/or consent from, callers in their jurisdictions, and those laws and regulations requiring pre-announcements that calls may be recorded or monitored.
- 3.4.2 Customer is solely responsible for providing such notice to, and obtaining all required consents from, callers.

- 3.4.3 Customer will block the routing to the not route to the Passport or Panorama Pindrop Service of any incoming calls from domestic and international jurisdictions where, and callers to/for whom, Customer has not provided such notices or obtained such consents, as required by applicable laws. Customer will block the routing to the Pindrop Service of any incoming calls with an international origination. Customer may use the Network Manager feature of IP Contact Center service to block-control such routing.
- 3.4.4 Customer will indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable legal fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Customer's breach of its obligations under this Section 3.4.
- 3.4.5 Customer is responsible for determining how to route and disposition each VoIP Inbound Call based on its own business policies (e.g., determine whether a call is fraudulent or genuine, when to enroll a caller for future authentication analysis or how to route a call once a determination has been made).
- 3.4.53.4.6 Customer will work with Verizon to ensure supportability of changes in call flow.
- 4. **SERVICE LEVEL AGREEMENT.** The VoIP Inbound Anti-Fraud and Authentication Service Level Agreement (SLA) for the Pindrop Service is set forth at www.verizonenterprise.com/external/service_guide/reg/voip_inbound_anti_fraud_and_authentication_sla.pdf.

5. FINANCIAL TERMS

- 5.1 <u>Service Charges.</u> Rates for VoIP Inbound Anti-Fraud and Authentication Services powered by the Pindrop Services are set forth in the Agreement, or in the Customer's Service Order Form ("SOF"), as applicable and at the following URL: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm
- 5.2 <u>License Subscriptions</u>. Customer may order a <u>1-year</u>, 2-year or 3-year subscription license term, which will be billed annually in advance. Pricing is tiered based on call volume commitment. Early Termination Charges will apply at 100%.
- 5.3 Overage Charges. Subscriptions are priced based on annual call volume commitments. In the event the quantity of calls processed by the Pindrop Service exceeds the volume commitment (excess referred to as "overage"), Verizon will true up the volume on an annual basis and charge Customer the Overage Rate set forth in the Agreement or Customer's SOF.
- 6. **DEFINITIONS.** The following definitions apply to VoIP Inbound Anti-Fraud and Authentication powered by the Pindrop Services in addition to those identified in the Master Terms of your Agreement and the administrative charge at the following URL: www.verizonenterprise.com/external/service_quide/reg/definitions toc 2017DEC01.htm

Term	Definition
Error	Any malfunction, error, bug, or other deficiency in any Pindrop Service that prevents it from performing substantially in accordance with the applicable Specifications.
Specifications	The description of applicable features, functions, performance, and/or other attributes of, and requirements for, the Pindrop Service, as set forth in the applicable User Documentation.
User Documentation	Any Pindrop user guides, manuals, operator guides, installation guides, and other similar materials generally

	made available to Customers to facilitate their use of the Pindrop Service, as such documentation may be
	updated from time to time.
VoIP	Voice over Internet Protocol.