verizon /

VIRTUAL COMMUNICATIONS EXPRESS +

- 1. GENERAL
- 1.1 Service Definition
- 2. AVAILABLE VERSIONS VIRTUAL COMMUNICATIONS EXPRESS
- 2.1 Virtual Communications Express (U.S. only)
- 2.2 Virtual Communications Express FlexGlobal
- 2.3 Virtual Communications Express Flex
- 2.4 Additional Optional Service Features
- 3. SUPPLEMENTAL TERMS
- 3.1 Customer-Obtained Facilities
- 3.2 Site Preparation
- 3.3 Protected Health Information
- 3.4 Unsupported Use
- 3.5 Service Restrictions
- 3.6 Service Limitations
- 3.7 Call Origination
- 3.78 Data
- 3.89 Call Recording
- 3.9 911- Emergency Calling
- 4. SERVICE LEVEL AGREEMENT
- 5. FINANCIAL TERMS
- 5.1 Optimized Service
- 5.2 VCE Pricing Options (bundled)(U.S.)
- 5.3 VCE Pricing Options (unbundled)
- 5.4 VCE Flex Pricing
- 5.5 Site Package Activation Charge
- 5.6 Shipping Charges
- 5.7 International Calling (bundled)
- 5.8 International Calling (unbundled)
- 5.9 5.4 Local Number Portability (bundled)
- 5.10 Local Number Portability (unbundled)
- 5.11 5.5 Optional Network Features (bundled)
- 5.12 5.6 VCE Global and Flex Charges/Billing
- 5.7 Site Package Activation Charge
- 5.8 VCE Optional Network Features (unbundled) Billing
- 5.439 Shipping Charges
- 5.10 VCE CPE
- 5.4411 Migration Services
- 5.4512 Non-Optimized Service
- 6. DEFINITIONS

1. GENERAL

- 1.1 <u>Service Definition</u>. Verizon offers three <u>variations versions</u> of this service: Virtual Communications Express (VCE), Virtual Communications Express Global (VCE Global) and Virtual Communications Express Flex (VCE Flex). Please note that not all <u>variations versions</u> are available in all regions.
- 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a +) and non-Optimized Service.

2. AVAILABLE VERSIONS OF VIRTUAL COMMUNICATIONS EXPRESS

2.1 Virtual Communications Express (U.S. only)

2.1.1 Service Definition. VCE is a hosted voice over IP (VoIP)multi-featured advanced communications system, which may include customer premises equipment (CPE), and includes an Enterprise Portal and a MyPhone Portal. VCE does not include Internet or Private IP access, which Customer purchases separately. VCE is provisioned using two service designs: bundled and unbundled trunking. VCE with a bundled design is offered under two plans: several private branch exchange (PBX) in the Standard Plan or Premier Plan, as described below. VCE unbundled design Customers will order trunking separately, and select from either the Premier, Standard, Basic, Dialtone and Messaging Users-cloud features, or select from the unbundled flex plan options, as described below.

2.1.2 Standard Service Features

- 2.1.2.12.1.1 Trunk Capacity (bundled). A "trunk" is a communications link that. With VCE, Verizon provides Customer with trunk capacity to enable a VCE user to place a call to a terminating user (either internet protocol (IP) or public switched telephone network (PSTN)), and Verizon offers two plan options: Standard Plan and Premier Plan. For the Standard Plan options, Customer will purchase a sufficient amount of trunk capacity separately to support the expected simultaneous call volume for its end users. For the Premier Plan options, the trunks are included with the purchase of the Premier Plan. Trunk capacity includes unlimited intra-enterprise voice over IP (VoIP) calling (VoIP origination and termination within Customer's enterprise), and unlimited local calling and unlimited long distance (LD). Calls to international locations can also be made but are billed at metered rates. For the Standard Plan options, Customer will maintain its initial trunk capacity for at least 30 days before requesting any decrease. At any given time, Customer may only place as many concurrent calls as the number of premier users or standard trunks it has purchased. Customer must purchase Internet or Private IP access separately in order to access the Internet.
- 2.1.2.2 Trunk Capacity (unbundled). A separate Verizon IP Trunking service must be ordered and provisioned to provide capacity to enable the Customer to place a call to a terminating user (either IP or PSTN). Customer will purchase a sufficient amount of trunk capacity separately to support the expected simultaneous call volume for its end users.
- 2.1.32.1.2 **Standard Service Features (bundled).** Customer chooses between the Standard and Premier Plans, as described below.
- 2.1.42.1.2.1 Optional Service Features (bundled)
- <u>2.1.2.1.1</u> **Standard Plan Feature Sets**. Under the Standard Plan, Customer **selects** will select one of three feature-sets:
- 2.1.4.1
- **Standard User.** The Standard User feature-set provides basic features such as voicemail, call forwarding, three-way calling, <u>and caller ID</u>, plus access to the MyPhone <u>portalPortal</u>, such as scheduled call forwarding and simultaneous ring. <u>Each site with Standard User will receive one auto-attendant and one call gueue</u>.
- Remote User. With this feature-set, Verizon provides all the features included in the Standard User option plus it allows a different 911 service address than the primary service address.
- Standard User with Bundled Phone (non-Optimized Service Only). With this feature-set, Verizon provides all the features included in the Standard User option, plus a required bundled phone option charge as set forth in the URL identified in section 4.25.12 below. A minimum three-year Service Commitment period applies.

- <u>2.1.4.22.1.2.1.2</u> Premier Plan Feature Sets. Under the Premier Plan, Customer selects will select one or more of the four feature-sets:
 - **Premier User.** With the Premier User feature-set, Verizon provides all the features included in the Standard User option, plus a Mobile Client, a Soft-phone Client, tablet client, instant messaging capabilities, and the MyRoom functionality that enables screen sharing and a multi-party audio conferencing capability. <u>Each site with Standard User will receive one auto-attendant and one call queue</u>.
 - Fax Station User. With this option, Verizon provides basic telephony capability which, when combined with a fax machine connected to a Verizon-supported analog telephone adapter, enables end users to send and receive faxes.
 - Remote User. With this feature-set, Verizon provides all the features included in the Premier User
 option plus it allows a different 911 service address than the primary service address.
 - **Key System Packages.** With this option, Verizon packages multiple premier licenses allowing configurable device sharing to emulate a key system.
 - Premier User with Bundled Phone (non-Optimized Service Only). With this option, Verizon provides all of the features included in the Premier User option plus a required bundled phone option charge as set forth in the URL identified in section 4.25.12 below. A minimum three-year Service Commitment period applies.
- 2.1.2.1.3 Call Recording. Customer can record, store, organize, and access recordings of incoming calls. Call recordings are retained for up to 90 days, with unlimited call recording capability.

2.2 <u>Virtual Communications Express Global</u>

- 2.2.1 **Service Definition.** VCE Global is a multi-featured hosted, managed-platform service that delivers advanced communications services from the cloud. VCE Global is sold separately from the connectivity needed to access the Service. Customer may purchase that connectivity from Verizon or a third party.
- 2.2.2 Verizon IP Trunking. In order to support off-net and emergency calling (where permitted), a separate Verizon IP Trunking service must be ordered and provisioned to provide capacity to enable the Customer to place a call to a terminating user (either IP or PSTN). Customer will purchase a sufficient amount of trunk capacity separately to support the expected simultaneous call volume for its end users.
- 2.1.52.2.3 Standard Service Features (unbundled). Customer must choose one option per user.
- 2.1.5.12.2.3.1 Basic User. Basic User includes features such as voicemail, call forwarding, three-way calling, caller ID, plus access to the MyPhone portalPortal.
- 2.1.5.22.2.3.2 **Standard User.** Standard User includes all of the features included in the Basic User option, along with mobile, desktop and tablet clients, plus access to the MyPhone portal Portal.
- 2.1.5.32.2.3.3 Premier User. Premier User includes all the features included in the Standard User option, plus the Unified Communications Applications bundle.
- 2.1.5.42.2.3.4 Dialtone User. Dialtone User includes features such as inbound and outbound calling and caller ID.
- 2.1.5.52.2.3.5 Messaging User. Messaging User includes inbound calling and voicemail.

2.2.4 Optional Service Features

- 2.2.4.1 **Custom Training**. Customer has the option to purchase webinar-based training in increments of 90 minutes, serving up to 200 participants.
- 2.2.4.2 **VCE Global Call Recording.** Customer can record, store, organize, and access recordings of incoming calls. Call recordings are retained for up to 90 days, with unlimited call recording capability.
- 2.2.4.3 VCE Global Call Recording with Artificial Intelligence. Customer can record, store, organize and access recordings of incoming calls, with the addition of artificial intelligence (AI) to analyze the recorded call through a series of modules that allow deep insight into the content of the recorded call. Call recordings are retained for an unlimited time during the term of the Agreement.

2.3 Virtual Communications Express Flex

2.22.1 Virtual Communications Express Flex

- 2.2.12.3.1 Service Definition. VCE Flex is a VoIPmulti-featured hosted, managed-platform service that delivers advanced communications system that is similar to a customer-premises based phone system but is hosted in a networkservices from the cloud. VCE Flex is sold separately to the connectivity needed to access the Service. Customer may purchase that connectivity from Verizon or a third party. VCE Flex leverages a flex licensing structure which has a different pricing model and feature set than Verizon's standardother VCE offeringofferings.
- 2.3.2 Verizon IP Trunking. In order to support off-net and emergency calling (where permitted), a separate Verizon IP Trunking service must be ordered and provisioned to provide capacity to enable the Customer to place a call to a terminating user (either IP or PSTN). Customer will purchase a sufficient amount of trunk capacity separately to support the expected simultaneous call volume for its users.

2.2.22.3.3 Standard Service Features (unbundled)

- 2.2.2.1 Network Features. Network Features include access to Auto Attendant, Call Queue and Hunt Group at no additional cost.
- <u>2.3.3.1</u> VCE Flex License Models. Customer must choose either an Enterprise Flex model or a Named Flex model.
- 2.2.2.2
- Enterprise Flex License. The Enterprise Flex License provides Customer with a subscription license for the Customer's Employee Count allowing Customer to add up to 20% above the total purchased licenses at no added cost. The Enterprise Flex license includes voicemail, call forwarding, three-way calling, and caller ID, plus access to the MyPhone portal ID, In addition, the Enterprise Flex license includes access to mobile, desktop and tablet clients.
- <u>Enterprise Common Flex EA50 License.</u> The Common Flex EA50 License is a subscription license whereby Customer can consider up to 50% of their total Enterprise Flex licenses Common Flex Standard licenses. The Common Flex EA50 License includes features such as inbound and outbound calling, and caller ID, and is sold only with Enterprise Flex licenses.
- Named Flex Basic License. The Named Flex Basic License provides Customer with a subscription license for the Customer's Employee Count. This license includes voicemail, call forwarding, three-way calling, caller ID, plus access to the MyPhone pertalPortal.
- Named Flex License. The Named Flex License provides Customer with a subscription license for
 the Customer's Employee Count. This license includes voicemail, call forwarding, three-way calling,
 caller ID, plus access to the MyPhone portal Portal. In addition, this license includes access to
 mobile, desktop and tablet clients. Common Flex EA50 License. The Common Flex EA50 License
 is a subscription license whereby Customer can consider up to 50% of their total Enterprise Flex
 licenses Common Flex Standard licenses. The Common Flex EA50 License includes features such
 as inbound and outbound calling, and caller ID, and is sold only with Enterprise Flex licenses.

• Named Common Flex Standard License. The Common Standard Flex License is a subscription license which includes features such as inbound and outbound calling and caller ID, and is sold only with Named Flex Licenses.

2.3.4 Optional Service Features

- 2.3.4.1 VCE Flex Call Recording. Customer can record, store, organize, and access recordings of incoming calls. Call recordings are retained for an unlimited time during the term of the Agreement, with unlimited call recording capability.
- 2.3.4.2 VCE Flex Call Recording with Artificial Intelligence. Customer can record, store, organize and access recordings of incoming calls, with the addition of AI to analyze the recorded call through a series of modules that allow deep insight into the content of the recorded call. Call recordings are retained for an unlimited time during the term of the Agreement.
- 2.3.4.3 **Redsky 911 Services** (U.S. and Canada only)
- 2.3.4.3.1 Redsky 911 General Licenses. Enables location tracking of all phones inside and outside the Customer's enterprise using multiple discovery methods.
- 2.3.4.3.2 Redsky 911 Notification Subscription. Enables value added services for Customers who order at least 1 Redsky 911General License and provides enhanced support options which include silent monitoring, barge-in, and recording, as described below.
 - Silent Monitoring: the ability to "bridge-in" in mute mode on any 10 digit phone number(s) when a 9-1-1 call is dialed.
 - Barge-In: the ability to "bridge-in" in mute mode on any 10 digit phone number(s) when a 9-1-1 call is dialed. The bridged participant will need to enter a code to intervene the call.
 - Recording: the ability to record calls to 9-1-1 in the cloud and stored for 30 days.
- 2.3.4.4 VCE Flex Custom Training. webinar-based training may be ordered in increments of 90 minutes serving up to 200 participants.
- 2.3.4.5 Local Gateway CPE. In locations where Verizon does not offer IP Trunking, Customer may order Local Gateway CPE to access a Customer-provided PSTN.
- 2.32.4 Additional Optional Service Features. Except where explicitly stated otherwise, these Optional optional Service Features are available for both bundled and unbundled serviceall versions of the Service.
- Verizon: 1) assist with the extraction of user data from Customer's current Hosted IP Centrex (HIPC), Centrex, or private branch exchange (PBX) systems; (collectively, Legacy Platforms); and, 2) use that information to configure new VCE-users for any version of the Service. Customer understands that data extracted from their current HIPC, Centrex or PBX systems may not match the requirements of the VCEService user and that adjustments to VCEService user configurations may be required. Customer will allow Verizon to retrieve telephone number, CPE, and feature configuration data from the applicable legacy platform legacy Platform and to import that data into VCE services the Service and supported CPE.
- <u>2.3.1.12.4.1.1</u> **Migration Supplemental Services.** Migration <u>Supplemental Services supplemental services</u> provide services that are outside of the scope of Migration Services. These services may include assistance with a Customer-owned PBX extraction or other enhanced services as requested by Customer. Verizon will provide a quote to Customer for migration supplemental services.

- 2.3.2 Virtual Communications Express Dialer for Google Chrome. Customer's end users who install the Google Chrome Web browser on a PC or Mac can also download the VCE Express Dialer from the Google Chrome App Store.
- 2.3.32.4.2 <u>Virtual Communications</u> Instant Meeting Conferencing. With the Instant Meeting Conferencing feature, Verizon provides seven-day, 24-hour conference calling capability. Customer purchases one or more Instant Meeting conferencing bridge which includes 140 ports of bridge capacity, and the desired quantity of meeting hosts (Moderators). Instant Meeting Conferencing Service includes the following capabilities:
- 2.3.3.12.4.2.1 Dial-Out Initiation. Allows the Moderator to dial out to conference participants one at a time.
- <u>2.3.3.22.4.2.2</u> **Conference Recording.** Allows the Moderator to initiate a digital recording of a conference call by dialing the required star code while a conference is in progress. These recordings are stored by Verizon for thirty (30) days and are available for download by the Moderator or Customer <u>Administratoradministrator</u> through the MyPhone <u>portalPortal</u>.
- 2.3.42.4.3 Virtual Communications Express Call Center. (VCE and VCE Global only). With the VCE Call Center feature, Verizon provides a fully integrated communications management capability, enabling automatic call distribution, customizable automated answer, and network queue hold music for Customer's supervisors and agents handling calls in a call center environment. VCE Call Center capabilities include:
- 2.3.4.12.4.3.1 Routing Definition. Routing definitions are provided for overflow, stranded, and after-hours calls.
- 2.3.4.22.4.3.2 Supervisor Role. The call center supervisor can monitor the status of call center agents, provide an emergency and escalation path for agents, participate as an agent to receive calls, move the position of callers waiting in queue, view the current activity in the MySitecalling administrative portal, and view reports.
 - 2.3.4.32.4.3.3 **Software Clients.** Using web-based clients, agents and supervisors can log into the call center, change status, click to dial, click to answer, hold or transfer calls, and initiate a conference call, and access company and personal phone directories.
 - 2.3.4.42.4.3.4 Dialed Number Information Service (DNIS) Support. Supports multiple inbound phone numbers using the same routing logic and identify dialed numbers, so a call center can provide customized greetings to callers.
 - 2.3.4.52.4.3.5 **Enhanced Reports.** Provides detailed reporting on agent and supervisor activity and DNIS levels, in addition to call statistics.
 - 2.3.4.62.4.3.6 Administrator-defined Preferences. Inbound calls are processed and distributed based on the following Customer Administrator defined preferences:
 - Automatic call distribution with multiple distribution policies
 - Scheduling and alternate routing policies
 - Queuing policies by call and agent status
 - Scheduled reporting
 - Customizable announcements
 - 2.3.5 **Virtual Communications Express** Call Recording. With this feature, Verizon enables users to record, store, organize, and access recordings of incoming calls. Call recordings are retained for 30 days.

- 2.3.62.4.4 Unified Communications Applications (VCE and VCE Global only). Unified Communications Applications enable a user with the Standard User feature set to exercise the capabilities of the Premier User feature set listed below, during interactions between Premier Users and Standard Users equipped with the following Unified Communications Applications unified communications applications.
- 2.3.6.12.4.4.1 Instant messaging and presence (IM&P) to chat and to see their status (i.e., Busy, Available, On a call, In a meeting);
- 2.3.6.22.4.4.2 Share what is displayed on the desktop through a web browser;
- 2.3.6.32.4.4.3 Receive a Mobile Clientmobile client and Softsoft-phone Clientclient; and,
 - 2.3.6.42.4.4.4 Initiate calls and use IM&P through MS Outlook and Lync.

3.3 SUPPLEMENTAL TERMS

- 3.1 <u>Customer-Obtained Facilities.</u> Customer is responsible for ensuring that all equipment, software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with Verizon's network or otherwise for use in conjunction with VCE are compatible with Verizon's requirements (including being certified by Verizon for use with VCE) and that they continue to be compatible with subsequent revision levels of Verizon-provided equipment, software and services.
- 3.2 <u>Site Preparation</u>. All necessary site preparation will be completed by Customer, unless otherwise mutually and expressly agreed, prior to Verizon's performance of the required activities.
- Protected Health Information. 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 the call recording feature, Customer will prohibit the discussion of PHI. If PHI is discussed and recorded, Customer's Moderator will delete all such references from the recording.
- 3.4 <u>Unsupported Use.</u> Certain service disruptions may occur with VCE and Verizon will not be responsible for any service disruptions to servers or networks that are not managed by Verizon. Communications with analog modems are only permitted with Codec G.711 without silence suppression. Alarm lines of any kind (whether or not they use modems) are unsupported on VCE. 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 VCE in whole or in part.
- 3.5 <u>Service Restrictions</u>. Customer expressly acknowledges that any violation of the following restrictions on its use of VCE may result in the immediate suspension or termination of VCE service.
- 3.5.1 Customer will obtain Verizon's written consent before modifying the Verizon-installed configuration and will not use VCE for telemarketing, fax broadcasting, fax blasting, continuous or extensive call forwarding, in any outbound call center environment or in connection with any similar application, or utilize autodialers or any similar type of device in connection with VCE.
- 3.5.2 Customer will not represent to Verizon multiple remote locations (i.e., locations remote to or residing behind Customer's hub location) as a single site during the design and provisioning process.
- 3.5.3 Customer's design will not be configured with more than 8:1 oversubscription, i.e., no more than eight DIDs (direct inward dialingsdialing) per simultaneous call.
- 3.6 **Service Limitations.** Customer acknowledges and will ensure that its users are properly notified that where a Customer-provided PSTN service is connected to VCE Flex via Local Gateway CPE that third

- party PSTN service (including access to emergency call services) will be interrupted if (1) there is a loss of electricity/power supply, (2) if the attendant broadband connection is not available, or (3) there is any malfunction or failure of the Service platform, equipment, software, hardware, or a Local Gateway CPE, as applicable, necessary for end-to-end Internet functionality (e.g. routers, IP phones, analog gateways).
- 3.63.7 Call Origination. Verizon will pay and assess applicable taxes and inter-carrier compensation on VoIP Service calls based on the originating location provided by Customer. Customer is responsible for any Customer or third-party claims arising from Customer's provision of an originating location that differs from the actual origin of a call.
- 3.73.8 **Data.** Verizon is not responsible for data backup, loss, or retrieval.
- 3.83.9 Call Recording. The Customer agrees that prior to using the call recording feature includes features that an announcement to a caller that the call may be recorded is made, and Customer will not remove that notification. Customer agrees to obtain the consent of call participants as required by applicable law, including any laws that prohibit the conditioning of consent upon participation on the call. If required by law, Customer must afford callers the capability opportunity to call Customer without being recorded. Further, the recording of any PHI is prohibited (see section 3.3, above). If Customer uses Call Recording, it will supplement the notification of Call Recording with a warning against the provision disclosure of PHI by the caller.
- 3.9 911 Emergency Calling
- 3.9.1 **E-911 Regulatory Requirements U.S.** A provider of "interconnected VoIP service," as defined by the Federal Communications Commission (FCC), is required by the FCC to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available.
- 3.9.2 **Emergency Calling Europe.** Calls to local emergency numbers (e.g. 112 or 999) are supported as part of the IP Trunking service detailed above in section 2.1.2.2 Trunk Capacity (unbundled).
- 3.9.3 **Emergency Calling Access Limitations.** Customer is responsible for notifying its end users of the following common events that can limit access to emergency calling via VoIP service:
- 3.9.3.1 Loss of Power. VolP service will be interrupted if there is a loss of electricity/power supply.
- 3.9.3.2 Loss of Broadband Service. VoIP service will be interrupted if the attendant broadband connection is not available.
- 3.9.3.3 **Failure of Equipment.** The malfunction or failure of equipment, software, or hardware necessary for end-to-end Internet functionality (e.g. routers, IP phones, analog gateways) can limit access to emergency services.
- 3.9.3.4 Failure to Register New Location of Equipment. Calls from a VoIP phone used at a location other than as follows: Verizon is not able to provide emergency services to an end-user unless, in the U.S., the end-user has properly registered his or her service location.
- 3.9.3.5 **Non-Authorized Telephone Number.** A call by an end-user using a number that is not registered with Verizon.
- 3.9.3.6 **Non-Native Telephone Number.** A call by an end-user using a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located).

- 3.9.4 **End-User Notice Requirements.** Customer will notify all of its end-users of the interaction and/or limitations of E-911 as set forth in this section. Customer is solely responsible for any third-party claims and liability arising from Customer's failure to so notify its end-users.
- 3.9.5 **Provider Parity.** For purposes of 47 U.S.C. 615a commonly referred to as the NET 911 Improvement Act and with respect to the provision of VCE, Verizon is an IP-enabled voice service provider.
- 3.9.6 Automatic Number Identification/Automatic Location Identifier (ANI/ALI) (U.S. only). E-911 provided via VCE will pass ANI and the registered primary service address of that ANI as ALI. If VCE is provided to a campus environment where all buildings have the same service address and rate center, then Customer acknowledges and agrees that when 911 is dialed, the call will be routed to the appropriate PSAP based on the primary service address of the calling ANI.
- 3.9.7 **PSAP Routing.** If an IP phone or softphone used with VCE is moved to a new location, Customer or its end-user must change the registered location of the IP phone or softphone prior to using it at the new location (using the MyPhone application on their device). If Customer or its end-user fails to update the registered location information, Verizon may suspend VCE until such information is provided.
- 3.9.8 Change in Registered Location (U.S. only). Customer's end-users who want to use a VCE-enabled IP phone or soft-phone other than at its current registered location can register the phone's temporary location by utilizing the MyPhone application available on their Windows-based or Mac-based device.
- 3.9.9 Effect of Change in Registered Location. Customer's end-users who use a phone at a Customer facility for which VCE has been enabled, but where the ANI has been registered at another location (e.g., via the MyPhone application described above), will still be able to place outbound 911 calls; <a href="https://www.newers.google.com/howevers.
- 3.9.10 Access to Customer Proprietary Network Information (CPNI) in U.S. Customer's use of VCE Service may enable Customer administrators to obtain access to CPNI in the U.S. If Customer desires to designate an authorizer strictly for VCE CPNI, Customer will execute a form provided by Verizon upon request.
- 3.9.11 **Use of Third Party Portals.** Certain VCE features may be enabled by accessing third party online portals. The use of these portals will be subject to their terms and conditions including any privacy policies. Verizon is not the data controller (as such term is defined by Regulation (EU) 2016/679 (GDPR) or applicable data protection laws), for any data collected at such portals.
- **4.4_SERVICE LEVEL AGREEMENT**. The VCE and VOIP SLA is posted at the following URL: https://enterprise.verizon.com/service/cp-vce-sla.pdf.
- 5.5 **FINANCIAL TERMS**. Except where explicitly stated otherwise, these financial terms apply to **both bundled and unbundled service**all versions of the Service.
- 5.1 <u>Optimized Service</u>. Customer will pay the charges for Virtual Communications Express + specified in the Agreement, including those below and at the following URL: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm.
- 5.2 VCE Pricing Options (bundled).(U.S.) Charges. Customer must select a pricing option for each VCE site location:
- 5.2.1 **Standard Plan Charges (bundled).** At Standard locations,. Customer pays for each end user and then pays for trunk capacity separately to support the expected call volume for end users at that locationsite.

- 5.2.2 **Premier Plan Charges (bundled).** At Premier locations,. Customer pays a single charge that covers both the end users at that locationsite and trunk capacity to support the expected call volume for those end users.
- 5.3 <u>VCE Pricing Options (unbundled)</u>. Customer will pay the charges for VCE specified in the Agreement, including those below as applicable.
- 5.42.1.1 VCE Flex Pricing. Customer will pay a monthly recurring charge (MRC) as a subscription license for all VCE Flex license models. If at any time during the term the quantity of provisioned Enterprise Flex Licenses exceeds the Customers 20% growth allowance, Customer shall notify Verizon of this increase and execute a service order reflecting the same. Customer may not decrease the quantity of licenses or terminate the subscription for any VCE Flex license model during the contract term. If Customer decreases the quantity of licenses or terminates the subscription for any VCE Flex license models prior to the end of the contract term, Customer shall pay the MRC for the applicable subscription(s) for the remainder of the term.
- 5.52.1 Site Package Activation Charge. Customer pays a Site Package Activation Charge non-recurring charge (NRC) for each site it establishes. This NRC covers Verizon's provisioning of the network-based features and includes one auto attendant, one enhanced call queue, and access to the web-based MySite administrator portal.
- 5.62.1 **Shipping Charges.** Customer will pay equipment shipping charges. This charge will vary based on the quantity of the equipment ordered and destination. Verizon will provide a good faith estimate of the shipping charge at the time of Customer's order.
- 5.75.3 International Calling (bundled). VCE may be used by Customer to complete international calls to the locations set forth in Appendix I. These locations have been divided into four tiers, each of which is associated with a per-minute rate.
- 5.82.1.1 International Calling (unbundled). Local Number Portability. For VCE, the call rates are priced and billed as part of the IP Trunking service detailed above.
- 5.95.4 Local Number Portability (bundled). Verizon enables Customer to port its telephone numbers (i.e., retain them) using Local Number Portability (LNP) at the same time VCE is made available for use, or delay LNP for up to 10 days afterwards.
- 5.10 <u>Local Number Portability (unbundled)</u>. LNP is supported as part of the IP Trunking service detailed above.
- 5.115.5 Optional Network Features (bundled). Customer will pay for the selected additional optional network features at rates fixed for the Service Term.

Optional Network Feature	MRC
Auto Attendant	Per instance ¹
Hunt Group	Per instance
Enhanced Call Queue	Per instance
Stand-alone Voice Mail	Per instance
Unified Communications Applications	Per instance
Receptionist ²	Per configured user⁵
Mobile Client User ³ for Standard users	Per configured user ⁵
Soft-phone Client User ⁴ for Standard users	Per configured user ⁵
Tablet Client for Standard Users	Per configured user ⁵
Instant Meeting Bridge	Per bridge (120-port capacity)
Call Recording	Per instance

Instant Meeting Moderator	Per configured user ⁵
Call Center Agent	Per configured user ⁵
Call Center Supervisor	Per configured user ⁵
CRM Client ⁶	Per configured user ⁵

- 1. With respect to the Auto Attendant feature, "instance" means each menu of options that a user may choose to access. Each separate listing of touch tone options presented to a user is considered a separate menu.
- 2. Receptionist enables a configured user (e.g., an office receptionist) to monitor any or all of the end users who are provisioned with VCE accounts. Receptionist screens graphically display the monitored end users' status (i.e., busy, idle, do not disturb), as well as certain call information (e.g., name, number, session duration), and allows a Receptionist configured user to more efficiently process inbound calls to a VCE number.
- 3. Mobile Client configured users can configure their VCE services to receive inbound calls to their VCE number on their smartphone, or place outbound calls from their smartphone that present the caller ID of their VCE number to the called party. These calls may incur charges for use of cellular minutes or data services from the user's wireless provider. Such charges are the responsibility of Customer or the user, as applicable.
- 4. Soft-phone Client configured users can configure their VCE services to receive inbound-only calls, place outbound-only calls, or to enable both inbound and outbound calling.
- 5. For billing purposes, a "configured user" exists when Verizon provisions the network feature and makes it available for assignment by Customer.
- 6. CRM client enables a configured user to install an application on his/her Windows®-based computer. This application enables multiple functions, including click-to-call integration and information display based on caller ID, using information stored in other Customer Relationship Management applications Customer may already be using.

5.6 VCE Global and Flex Charges/Billing

- 5.6.1 VCE Flex Charges. Customer will pay a monthly recurring charge (MRC) as a subscription license for all VCE Flex license models. If at any time during the term the quantity of provisioned Enterprise Flex Licenses exceeds the Customers 20% growth allowance, Customer shall notify Verizon of this increase and execute a service order reflecting the same. Customer may not decrease the quantity of licenses or terminate the subscription for any VCE Flex license model during the contract term. If Customer decreases the quantity of licenses or terminates the subscription for any VCE Flex license models prior to the end of the contract term, Customer shall pay the MRC for the applicable subscription(s) for the remainder of the term.
- 5.6.2 VCE Flex Billing. User licenses will initially bill at the Enterprise level until they are activated at each site. At this time the licenses will be billed and allocated at each site. Billing for the licenses will begin at the enterprise level when the first site order completes.
- 5.6.3 International Calling (VCE Global and Flex). For VCE, the call rates are priced and billed as part of the IP Trunking service detailed above.
- 5.6.4 <u>Local Number Portability (VCE Global and Flex)</u>. Local number portability is supported as part of the <u>IP Trunking service detailed above.</u>

5.125.6.5 Optional Network Features (unbundled VCE Global and Flex)

Optional Network Feature	MRC
Auto Attendant	Per instance ¹
Enhanced Call Queue	Per instance
Call Queue Agent	Per instance
Stand-alone Voice Mail	Per instance
Unified Communications Applications	Per instance

Receptionist ²	Per configured user ³
Instant Meeting Bridge	Per bridge (120-port capacity)
Call Recording	Per instance
Instant Meeting Moderator	Per configured user ³
Call Center Agent	Per configured user ³
Call Center Supervisor	Per configured user ³
CRM Client ⁴	Per configured user ³

- 1. With respect to the Auto Attendant feature, "instance" means each menu of options that a user may choose to access. Each separate listing of touch tone options presented to a user is considered a separate menu.
- 2. Receptionist enables a configured user (e.g., an office receptionist) to monitor any or all of the end users who are provisioned with VCE accounts. Receptionist screens graphically display the monitored end users' status (i.e., busy, idle, do not disturb), as well as certain call information (e.g., name, number, session duration), and allows a Receptionist configured user to more efficiently process inbound calls to a VCE number.
- 3. For billing purposes, a "configured user" exists when Verizon provisions the network feature and makes it available for assignment by Customer.
- 4. CRM Client enables a configured user to install an application on his/her Windows®-based computer. This application enables multiple functions, including click-to-call integration and information display based on caller ID, using information stored in other Customer Relationship Management applications Customer may already be using.
- <u>Site Package Activation Charge (VCE U.S. and VCE Global)</u>. Customer pays a non-recurring (NRC) <u>Site Package Activation Charge for each site it establishes</u>. This NRC covers Verizon's provisioning of the network-based features and includes one auto attendant, one enhanced call queue, and access to the web-based MySite administrator portal.
- 5.8 VCE Optional Features Billing. VCE Flex Call Recording (the ability to order packages of 100 licenses to be spread across customer sites), Redsky (once provisioned, will be billed at site level) and Training will be billed at the Enterprise level.
- 5.9 **Shipping Charges.** Customer will pay equipment shipping charges. This charge will vary based on the quantity of the equipment ordered and destination. Verizon will provide a good faith estimate of the shipping charge at the time of Customer's order.
- <u>5.135.10</u> <u>VCE CPE</u>. If Customer chooses to purchase or rent CPE, including a PacketSmart Probe, Customer will separately agree to Verizon's CPE and Related Services Attachment in order to obtain the requisite CPE.
- 5.145.11 Migration Services. Customers ordering Migration services will be billed a NRC as set forth in Customer's Agreement for each VCE user that is established using extracted and configured data from the applicable legacy platform.

Migration Type	Qualifiers
HIPC	No minimum user count
Centrex	No minimum user count
PBX (<9,999 users or sites with =>300 users)	Available for Customers with less than 10,000 users total or sites with greater than 300 users. A minimum of 200 users is required for each migration window to be eligible for the quoted price per user. If less than 200 users, the charges for Professional Services for Additional Migration Support will apply.
PBX (=>10,000 users total or sites with >350 users)	Available for Customers with more than 10,000 users total or sites with more than 999 users. A minimum of 350 users is required for each migration window to be eligible for the quoted price per user. If

	less than 350 users, the charges for Professional Services for Additional Migration Support will apply.
Professional Services for Additional Migration Support	Applicable for any miscellaneous additional tasks related to the migration, any PBX migration that does not meet the number of users for each migration window, as indicated above, or to migrations less than 200 users in total. Customer will be charged for 1 migration window at a flat rate of \$5,000 per window (equivalent to 20 hours and/or 20 units). \$250 per hour will be the hourly rate used to calculate any additional cost associated with all migration change fees that could be incurred during the project.

5.155.12 **Non-Optimized Service.** Customer will pay the charges for VCE specified in the hyperlink below and in the Agreement. In addition, online pricing for Service provided by a U.S. Verizon entity is at:

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

6.6 **DEFINITIONS**. The following definitions apply to VCE, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL:

www.verizonenterprise.com/external/service_quide/reg/definitions_toc_2017DEC01.htm

Term	Definition
Employee Count	The number of Employees as of the date of Customer's Service Order.
Enterprise Portal	A Customer administrator portal for configuring system features and end user capabilities.
Key System	A type of phone system that has telephones with multiple keys and lights that indicate which lines are in use. A key system has one unit that acts as controller for a specified number of lines.
Mobile Client	Mobile Client is software that enables a configured user to install an application on his/her Android® or iOS®-based smartphone to utilize it as a VCE telephonic endpoint.
MyPhone Portal	An end user portal for managing end user feature settings.
Soft-phone Client	Soft-phone Client is software that enables a configured user to use a Windows®-based or Mac®-based computer as a VCE telephonic endpoint.

Appendix I International Calling Outbound Tiers

Location	Tier	Location	Tier	Location	Tier
Afghanistan	4	French Guiana Mobile Termination	3	Niue	4
Afghanistan Mobile Termination	4	French Polynesia	4	Norfolk Island	4
Albania	3	French Polynesia Mobile Termination	4	North Korea	4
Albania Mobile Termination	4	Gabon	4	Norway	2
Algeria	4	Gambia	4	Norway Mobile Termination	4
Algeria Mobile Termination	4	Georgia	3	Oman	4
Andorra	2	Georgia Mobile Termination	3	Oman Mobile Termination	4
Andorra Mobile Termination	4	Germany	2	Pakistan	3
Angola	3	Germany Mobile Termination	3	Palau	4
Angola Mobile Termination Anguilla	3	Ghana Gibraltar	3	Palau Mobile Termination Palestine	3
Anguilla Mobile Termination	4	Gibraltar Mobile Termination	4	Palestine Mobile Termination	4
Antarctica (Casey, Davis, Macquarie and					
Mawson Island)	4	Greece	2	Panama	3
Antarctica (Scott Base)	3	Greece Mobile Termination	3	Panama Mobile Termination	3
Antigua & Barbuda	3	Greenland	4	Papua New Guinea	4
Argentina	2	Grenada	3	Papua New Guinea Mobile Termination	4
Argentina Mobile Termination	3	Grenada Mobile Termination	4	Paraguay	3
Armenia	3	Guadeloupe	3	Paraguay Mobile Termination	3
Armenia Mobile Termination Aruba	4	Guadeloupe Mobile Termination	4	Peru	2
Aruba Aruba Mobile Termination	3 4	Guantanamo Bay Guatemala	3	Peru Mobile Termination Philippines	3
Aruba Mobile Termination Ascension	4	Guatemala Mobile Termination	4	Philippines Mobile Termination	4
Australia	2	Guatemala Mobile Termination Guinea	4	Poland	2
Australia Mobile Termination	3	Guinea Mobile Termination	4	Poland Mobile Termination	4
Austria	2	Guinea-Bissau	4	Portugal	2
Austria Mobile Termination	4	Guyana	4	Portugal Mobile Termination	3
Azerbaijan	4	Haiti	4	Qatar	4
Azerbaijan Mobile Termination	4	Haiti Mobile Termination	4	Qatar Mobile Termination	4
Bahamas	3	Honduras	4	Reunion	3
Bahamas Mobile Termination	3	Honduras Mobile Termination	4	Romania	3
Bahrain	2	Hong Kong	2	Romania Mobile Termination	4
Bahrain Mobile Termination Bangladesh	3	Hungary Hungary Mobile Termination	3	Russia Russia Mobile Termination	3
Bangladesh Mobile Termination	3	lceland	3	Russia Mobile Termination Rwanda	3
Barbados	3	Iceland Mobile Termination	3	Rwanda Mobile Termination	4
Barbados Mobile Termination	4	India	2	San Marino	4
Belarus	4	Indonesia	3	San Marino Mobile Termination	4
Belarus Mobile Termination	4	Indonesia Mobile Termination	3	Sao Tome	4
Belgium	2	Iran	3	Saudi Arabia	3
Belgium Mobile Termination	4	Iran Mobile Termination	3	Saudi Arabia Mobile Termination	3
Belize	4	Iraq	3	Senegal	4
Belize Mobile Termination Benin	3	Iraq Mobile Termination Ireland	3	Senegal Mobile Termination Serbia	3
Benin Mobile Termination	4	Ireland Mobile Termination	2	Serbia Mobile Termination	4
Bermuda	2	Israel	2	Seychelles	4
Bhutan	4	Israel Mobile Termination	4	Sierra Leone	4
Bhutan Mobile Termination	4	Italy	2	Singapore	2
Bolivia	3	Italy Mobile Termination	4	Slovak Republic	3
Bolivia Mobile Termination	4	Ivory Coast	4	Slovak Republic Mobile Termination	3
Bosnia	3	Ivory Coast Mobile Termination	4	Slovenia	3
Bosnia & Herzegovina Mobile	4	Jamaica	3	Slovenia Mobile Termination	4
Termination					
Botswana Botswana Mobile Termination	3 4	Jamaica Mobile Termination	2	Solomon Islands	4
Botswana Mobile Termination Brazil	2	Japan Japan Mobile Termination	3	Somalia South Africa	3
Brazil Mobile Termination	4	Jordan	3	South Africa Mobile Termination	3
British Virgin Is	3	Jordan Mobile Termination	3	South Korea	2
British Virgin Is Mobile Termination	4	Kazakhstan	3	South Korea Mobile Termination	3
Brunei	3	Kazakhstan Mobile Termination	3	Spain	2
Bulgaria	2	Kenya	3	Spain Mobile Termination	3
Bulgaria Mobile Termination	4	Kenya Mobile Termination	4	Sri Lanka	3
Burkina Faso	3	Kiribati	4	Sri Lanka Mobile Termination	4
Burkina Faso Mobile Termination	4	Kuwait	3	St Helena	4
Burundi	3	Kyrgyzstan	3	St Kitts & Nevis	3
Burundi Mobile Termination Cambodia	3	Laos Latvia	3	St Kitts & Nevis Mobile Termination St Lucia	3
Cambodia	3	Latvia Mobile Termination	4	St Lucia St Lucia St Lucia Mobile Termination	4
Cameroon Mobile Termination	4	Lebanon	3	St Pierre & Miguelon	4
Canada	1	Lebanon Mobile Termination	4	St Vincent	3
Cape Verde	3	Lesotho	4	St Vincent Mobile Termination	4
Cape Verde Mobile Termination	4	Lesotho Mobile Termination	4	Sudan	3
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Location	Tier	Location	Tier	Location	Tier
Cayman Islands	3	Liberia	4	Sudan Mobile Termination	4
Cayman Islands Mobile Termination	3	Libya	4	Suriname	4
Central African Rep	4	Libya Mobile Termination	4	Swaziland	3
Chad	4	Liechtenstein	3	Swaziland Mobile Termination	4
Chad Mobile Termination	4	Liechtenstein Mobile Termination	4	Sweden	2
Chile	3	Lithuania	3	Sweden Mobile Termination	3
Chile Mobile Termination	3	Lithuania Mobile Termination	3	Switzerland	2
China	2	Luxembourg	2	Switzerland Mobile Termination	4
Christmas Island	3	Luxembourg Mobile Termination	3	Syria	3
Cocos Island	3	Macau	3	Syria Mobile Termination	4
Colombia	2	Macedonia	3	Taiwan	2
Colombia Mobile Termination	3	Macedonia Mobile Termination	4	Taiwan Mobile Termination	4
Comorros	4	Madagascar	4	Tajikistan	3
Congo	4	Malawi	3	Tajikistan Mobile Termination	3
Cook Islands	4	Malawi Mobile Termination	3	Tanzania	4
Costa Rica	3	Malaysia	3	Tanzania Mobile Termination	4
Croatia	2	Malaysia Mobile Termination	3	Thailand	2
Croatia Mobile Termination	4	Maldives	4	Thailand Mobile Termination	3
Cuba	4	Mali	4	Togo	4
Cyprus	3	Mali Mobile Termination	4	Togo Mobile Termination	4
Cyprus Mobile Termination	3	Malta	3	Tonga	4
Czech Republic	3	Malta Mobile Termination	4	Trinidad & Tobago	3
Czech Republic Mobile Termination	3	Marshall Islands	4	Trinidad & Tobago Mobile Termination	3
Dem Rep Congo	4	Mauritania	4	Tunisia	4
Denmark	2	Mauritania Mobile Termination	4	Tunisia Mobile Termination	4
Denmark Mobile Termination	3	Mauritius	3	Turkey	3
Diego Garcia	4	Mayotte Island	4	Turkey Mobile Termination	4
Djibouti	4	Mexico	2	Turkmenistan	3
Dominica	3	Micronesia	4	Turkmenistan Mobile Termination	3
Dominica Mobile Termination	4	Moldova	3	Turks & Caicos	3
Dominican Republic	2	Moldova Mobile Termination	4	Tuvalu	4
Dominican Republic Mobile Termination	4	Monaco	2	Uganda	3
East Timor	4	Monaco Mobile Termination	4	Uganda Mobile Termination	3
East Timor Mobile Termination	4	Mongolia	4	Ukraine	3
Easter Island	4	Montenegro	3	Ukraine Mobile Termination	3
Ecuador	3	Montenegro Mobile Termination	4	United Arab Emirates	3
Ecuador Mobile Termination	4	Montserrat	3	United Arab Emirates Mobile Termination	3
Egypt Egypt Mobile Termination	3	Morocco	4	United Kingdom	1
El Salvador	3	Morocco Mobile Termination	3	United Kingdom Mobile Termination Uruguay	3
		Mozambique Mozambique Mobile Termination		Uruguay Mobile Termination	
El Salvador Mobile Termination Equatorial Guinea	4		4	Uzbekistan	3
Equatorial Guinea Eritrea	4	Myanmar Namibia	3	Uzbekistan Mobile Termination	3
Eritrea Mobile Termination	4	Namibia Mobile Termination	4	Vanuatu	4
Estonia	4	Namibia Mobile Termination Nauru	4	Varidatu Vatican City	2
Estonia Mobile Termination	4	Nepal	4	Venezuela	2
Ethiopia	4	Nepal Mobile Termination	4	Venezuela Mobile Termination	3
Ethiopia Mobile Termination	4	Netherland Antilles	3	Venezuela Mobile Termination Vietnam	4
Falkland Islands	4	Netherland Antilles Mobile Termination	3	Vietnam Mobile Termination	3
Faroe Islands	3	Netherlands	2	Wallis & Futuna	4
Faroe Islands Mobile Termination	4	Netherlands Mobile Termination	3	Western Samoa	4
Fiji	4	Nevis	3	Western Samoa Mobile Termination	4
Fiji Mobile Termination	4	New Caledonia	4	Yemen	3
Finland	2	New Zealand	3	Yemen Mobile Termination	3
Finland Mobile Termination	3	New Zealand Mobile Termination	4	Zambia	3
France	2	Nicaragua	3	Zambia Mobile Termination	3
France Mobile Termination	3	Nicaragua Mobile Termination	4	Zimbabwe	3
French Antilles (Including Martinique, St.		· ·			
Barthelemy and St. Martin)	3	Niger	3	Zimbabwe Mobile Termination	4
French Guiana	2	Nigeria	3		
		· · · · · · · · · · · · · · · · · · ·			