



UNIFIED COMMUNICATIONS AND COLLABORATION AS A SERVICE FLEX

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1. GENERAL

- 1.1 **Service Definition.** Unified Communications and Collaboration as a Service Flex is a hosted, managed platform service that delivers communications and collaboration services via the cloud, utilizing a user-based subscription model (UCCaaS Flex). Customer must purchase a Spark Flex or Collaboration Flex License Subscription, as described below, and at least one instance of Verizon Private IP service to implement UCCaaS Flex. Customer must also have Verizon or third party –provided VoIP IP Trunking service to implement UCCaaS Flex in a configuration that supports off-net calling (where permitted) and emergency calling. For all Spark Flex or Collaboration Flex meetings components, Customer must sign a separate Conferencing agreement.

2. AVAILABLE VERSIONS- UCCAAS FLEX

2.1 **Spark Flex**

- 2.1.1 **Service Definition.** Spark Flex combines on-premises and cloud-based (hosted) collaboration services in a user-based subscription that includes software, upgrades and technical support.

- 2.1.2 **Standard Service Features.** Verizon offers the following Spark Flex standard service feature options with any of the three (3) license subscriptions described below, subject to certain limitations based on the option selected.

- 2.1.2.1 **Hosted Calling and/or On-Premises Calling and Business Messaging (C1).** Provides the option of hosted or on-premises call control and must be ordered with Business Messaging (M1) (as described in the Conferencing agreement). Customer must sign a statement of work (SOW) for the professional services (PS) associated with implementing Hosted Calling.
- 2.1.2.2 **Hosted Calling and/or On-Premises Calling, plus Business Messaging and Basic Meetings (C2).** Provides the option of hosted or on-premises call control and must be ordered with Basic Meetings (M2) (as described in the Conferencing agreement).
- 2.1.2.3 **Hosted Calling and/or On-Premises Calling plus Spark Business Messaging, Basic Meetings and Advanced Meetings (C3).** Provides the option of on-premises or cloud call control and must be ordered with Advanced Meetings (M3) (as described in the Conferencing agreement).
- 2.1.2.4 **Hosted Calling License Operation.** Customer is required to purchase, separately, the Knowledge Worker license operation feature in order for Verizon to implement and operate the Spark Flex licenses on Verizon's Hosted Collaboration Solution (HCS) platform. Any Device Call Control Service registered on the HCS platform also requires the purchase of a corresponding license operation feature (common area and/or telepresence operation features). Customer must sign a SOW for the PS associated with implementing Hosted Calling.

2.2 **Collaboration Flex**

- 2.2.2 **Service Definition.** Collaboration Flex combines on-premises and cloud-based (Hosted) collaboration services in a user-based subscription that includes software, upgrades and technical support.
- 2.2.2.1 **Standard Service Features.** Verizon offers the following Collaboration Flex standard service options with any of the 2 license subscriptions described below, subject to certain limitations based on the option selected: **Collaboration Flex Hosted Calling** and **Collaboration Flex On-Premise Calling**.
- 2.2.2.2 **Hosted Calling License Operation.** Customer is required to purchase, separately, a Knowledge Worker license operation feature in order for Verizon to implement and operate the Collaboration Flex licenses on Verizon's HCS platform. Any Device Call Control Service registered on the HCS platform also requires the purchase of a corresponding license operation feature (common area and/or telepresence operation features). Customer must sign a SOW for the PS associated with implementing Hosted Calling.

2.3 **Hosted Calling and On-Premise Calling Standard Features for Spark Flex and Collaboration Flex**

2.3.1 **Standard Features- Hosting Calling**

- 2.3.1.1 **Cisco Hosted Collaboration Solution.** Cisco's virtualized cloud computing infrastructure which supports dedicated instances of applications specific to individual customers.
- 2.3.1.2 **Cisco Unity® Connection.** Cisco Unity Connection is a feature-rich voice and integrated/unified messaging platform.
- 2.3.1.3 **Cisco Emergency Responder (U.S. and Canada only).** Provides administrators with the ability to map users to emergency locations so that user location information is automatically updated as end users move and relocate within the organization.

2.3.2 **Standard Features- On-Premise Calling**

2.3.2.1 **Cisco Unified Communications Manager.** Cisco Unified Communications Manager is an enterprise class IP communications system, including integration of unified mobility capabilities, allowing single number reach to desk phone, mobile phone, and other client devices

2.3.2.2 **Cisco Unity® Connection**

2.3.2.3 **Cisco Emergency Responder (U.S. and Canada only)**

2.4 **A La Carte Features for Hosted Calling and On-Premises Calling for Spark Flex and Collaboration Flex**

2.4.1 **Common Area Device Call Control Services.** Common Area 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. Common Area 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 Common Area Device Call Control license are models 3905 and 6901.

2.4.2 **Telepresence Device Call Control Services.** Telepresence Device Call Control enables video calling connectivity to Cisco Telepresence Room systems.

2.4.3 **Analog Device 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. Analog Devices are a subset of Common Area Devices.

2.4.4 **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.

2.4.5 **Move, Add, Change, Delete (MACD) (HOSTING CALLING ONLY).** Upon Customer's request, Verizon will perform MACD activities.

2.4.6 **Customer Administered MACDs (HOSTING CALLING ONLY).** Customer may self-administer MACDs through the UCCaaS Flex Admin Portal, as described in Section 2.4.11, at no extra charge.

2.4.7 **Attendant Console Standard.** With Attendant Console Standard, Verizon allows Customer administrators to manage incoming lines, such as prioritization and queuing.

2.4.8 **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 Microsoft active directory.

2.4.9 **Hybrid Services.** Hybrid services connect existing network resources and on-premises unified communications (UC) services to the Webex Teams platform in the cloud. Hybrid services do not incur additional license costs but may require professional services and/or additional equipment.

2.4.9.1 **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.

2.4.9.2 **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.

2.4.9.3 Hybrid Call Service. Hybrid Call Service provides a call connector via Expressway for making calls from a WebEx Teams soft client.

2.4.10 Pro Pack. Pro Pack is an enhanced administrative portal where administrators have access to additional reporting functionalities, analytics and administrator controls for security.

2.4.11 UCCaaS Admin Portal. UCCaaS Admin Portal is an administrative portal that provides the Customer with the ability to perform MACDs and manage Customer end user services.

2.5 Spark Flex License Subscriptions

2.5.1 Spark Flex Named User. Provides Customer with license subscriptions for a portion of Customer's total Employee Count.

2.5.2 Employee Count. Provides Customer with license subscriptions for the number of employees as of the date of Customer's order. Employee Count allows Customer's employee base to grow by 20% over the term of the agreement before an adjustment must be made.

2.5.3 Spark Flex Active User. The Spark Flex Active User license subscription provides Customer with a license for every Employee.

2.6 Collaboration Flex License Subscriptions

2.6.1 Collaboration Flex Named User. Provides an identified Leader with a license, granting that individual access rights to the Collaboration Flex platform. Collaboration Flex Named User allows Customer to purchase at a per user rate in various increments (with an initial minimum of 250 Hosted Calling).

2.6.2 Collaboration Flex Enterprise Agreement. Provides Customer with a subscription license for the Customer's Employee Count. The Collaboration Flex Enterprise Agreement subscription allows the Customer's Employee Count to grow by 20% over the term of the Agreement before an Employee Count adjustment must be made.

2.7 Optional Service Features- UCCaaS Flex. Customer can add any of the optional features below to any of the available versions of UCCaaS Flex, described above. All of the following optional service features require hardware configuration which will result in additional PS charges.

2.7.1 Expressway NRC. Customer has the option of purchasing Expressway as a professional service which will be billed as a non-recurring charge (NRC). Expressway NRC requires Customer to agree to Verizon's Professional Services Agreement.

2.7.2 Emergency Responder (U.S. and Canada only). Emergency Responder provides administrators with the ability to map users to their changed locations for emergency calling purposes. Emergency Responder has the ability to locate users on Customer's Site and route 911 calls to the correct public safety answering point (PSAP). Emergency Responder can track the movement of devices in Customer Site by IP address or MAC address in order to update the dispatchable location within the emergency services database. -Emergency Responder is not an emergency calling service, nor is it a PS-ALI service.

2.7.3 UCCaaS Flex Software Defined Wide Area Network (SD WAN) Reporting. This feature is available to customers who purchase Verizon's SD WAN service. SD WAN Reporting allows customers to track their UCCaaS Flex service quality over their SD WAN network connection.

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

- 2.7.5 **Expressway MRC.** Expressway MRC provides secure access to enterprise mobility for users without VPN access for mobile devices. Customer will have the ability to (i) arrange and maintain any security-related certificates and domain name management, and (ii) purchase sufficient internet bandwidth to support remote voice or video.
- 2.7.6 **Off-Net Video Calling.** Off-Net Video Calling uses uniform resource identifier (URI) dialing via Jabber for users who are not registered with the corporate domain. Off-Net Video Calling requires the purchase of Expressway MRC. The recipient of an Off-Net Video Call must also be enabled to receive URI calls.
- 2.7.7 **Inter-Domain Federation.** Inter-Domain Federation enables Customer to communicate via IM/Presence with Customer's customers or partners via SIP simple and XMPP solutions. Verizon will provide one Customer domain to be enabled for Inter-Domain Federation.
- 2.7.8 **Integrated Virtual Machine Management.** Integrated Virtual Machine Management (IVMM), provides geo-redundant installation management and monitoring support for Customer applications co-located in the UCCaaS Flex data center.
- 2.7.9 **Attendant Console Standard and Advanced.** Attendant Console Standard and Advanced provides Customer administrators to manage incoming lines, such as prioritization and queuing, as well as utilize advanced features. Customer must purchase Integrated Virtual Machine Management in order to use Attendant Console Advanced.

2.8 Verizon Responsibilities (Hosted Calling Only)

- 2.8.1 **IP Addresses.** Verizon will use secondary IP addressing in providing UCCaaS Flex (where supported), maintaining Customer's existing IP address space. If some devices do not support secondary addressing, Verizon will assign new IP addresses to Customer's IP telephony segment, based on availability in both Verizon's and Customer's address space.
- 2.8.2 **Management Services.** Verizon will perform fault management on a 24x7 basis and administrative change management during Normal Working Hours on Business Days. Verizon, at its option, may resolve an issue remotely or on Customer Site.
- 2.8.3 **Monitoring.** Verizon will proactively monitor and manage UCCaaS Flex components 24 hours a day, 7 days a week.
- 2.8.4 **Change Management Activities.** Verizon will provide remote standard change management activities at Customer's request. Standard change management activities include system administration, minor modifications, ad hoc data backup requests, application patches, media resource changes, and advanced feature and device changes that do not affect the design, but does not include MACDs. Verizon may limit the number of change management activities performed by Verizon per month based on the size and complexity of Customer's implementation.
- 2.8.5 **Back-Up of Data.** Verizon will back-up or replicate the UCCaaS Flex platform operating system, applications, application configurations, and End User directory information and archive backed-up configurations daily. If Customer purchases Knowledge Worker the configuration of the voicemail will be backed up, but not the voicemail itself.
- 2.8.6 **Upgrades.** Verizon will perform up to 1 major software upgrade of the UCCaaS Flex platform and features per year, if available and as specified in the upgrade statement of requirements (SOR). Such software upgrades will be communicated to, and wherever possible, coordinated with Customer. UCCaaS Flex applications and features versions must be kept to within 2 versions of the most current version supported by the UCCaaS Flex datacenter (example: If the UCCaaS Flex platform is at 11.x, Customer version cannot be less than 9.x). It is the Customer's responsibility to ensure that Customer-maintained applications, devices, hardware and CPE are compatible with the most current version

supported by the UCCaaS Flex datacenter. If Customer does not maintain the software upgrade of the UCCaaS Flex application and features, Verizon may terminate Customer's services for cause, upon written notice to Customer.

2.8.7 **Issue Notification.** Verizon will notify Customer of a critical application fault or a critical service-affecting hardware failure.

2.9 **Customer Responsibilities (Hosted Calling Only)**

2.9.1 **Implementation Readiness.** Customer will promptly review the SOR provided by Verizon to prepare for UCCaaS Flex implementation. If implementation of UCCaaS Flex is not feasible, or Customer's costs to upgrade its network to a level required for UCCaaS Flex implementation are not acceptable to Customer, Customer will promptly notify Verizon before implementation commences. If Customer requests additional design and/or engineering of UCCaaS Flex, the Parties shall agree to a SOW for such additional design and/or engineering.

2.9.2 **End Users.** Customer agrees that the following number of end users will be enabled for UCCaaS Flex services by the date intervals in the chart below.

Number of end users in the aggregate:	Percentage of aggregate end users to be installed within 120 days after 1 st location is enabled:	Percentage of aggregate end users to be installed within 240 days after 1 st location is enabled:
1,000 or less	40%	80%
1,001 – 5,000	40%	80%
5,001 – 10,000	40%	75%
More than 10,000	35%	70%

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

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

2.9.5 **True Forward Service Order.** 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 for the Employee Count and/or Collaboration Flex Enterprise Agreement license subscription types. 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.

3 **SUPPLEMENTAL TERMS (HOSTING CALLING ONLY)**

3.1 **Site Acceptance Testing.** Verizon will notify Customer when UCCaaS Flex is ready for Customer's testing in preparation for use (Testing Notification) at each Customer Site. Customer will have 1

Business Day following the Testing Notification (Day 1) to test UCCaaS at the Customer Site. Verizon will provide 8 hours of remote support to Customer on Day 1 to help Customer assess and remedy Customer-reported Service issues, if any. Non-standard testing requirements may be considered an additional engagement, requiring a separate SOW. The completion of Day 1 is deemed to be the Activation Date, unless Customer notifies Verizon of any known critical issues with the overall Service prior to the completion of Day 1. Individual user issues that do not affect the overall Service availability will not be considered critical. In the event of reported critical issues on Day 1, the Activation Date will be delayed until such issues are resolved.

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

3.2.1 Exclusions. Customer acknowledges the HIPAA readiness of UCCaaS Flex excludes the following capabilities.

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

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

3.2.2.1 Integrate UCCaaS Flex applications with its LDAP (lightweight directory access protocol)/active directory for authorized users and for user name and password validation).

3.2.2.2 Administer voicemail PIN changes.

3.3 Emergency Calling. UCCaaS Flex is not a voice service and can only be used to receive inbound calls and make outbound calls, including emergency calls, when used with third party provided or Verizon provided VoIP or TDM services. When a Customer provides its own local PSTN/IP trunks, Verizon is not responsible for supporting calls to 911; instead Customer's local carrier is responsible for such calls. -Customer's use of ~~V~~voice-enabled UCCaaS 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 ~~T~~terms and ~~C~~conditions applicable to Customer's use of VoIP Service, the following additional restrictions will apply with respect to Customer's use of ~~V~~voice-enabled UCCaaS Flex.

3.3.1 On Premise Routing Solutions. If Customer only has lines for voice-enabled UCCaaS (e.g. IP phones which are moved within Customer's Site, Customer may order Emergency Responder, so that calls may be routed to the appropriate PSAP. Emergency Responder is an optional service that may be ordered at any time (along with professional installation services for an additional charge).

3.3.2 Dynamic E-911 Routing Solutions. Emergency calling from a device or mobile client application made away from Customer's Site may require an enhanced 911 dynamic routing solution to route the emergency call with a dispatchable location address to the PSAP (whether purchased from Verizon or otherwise). Customer may order an enhanced 911 dynamic routing solution at any time from Verizon (along with professional installation services for an additional charge). Without the provisioning and installation of an enhanced 911 solution, 911 calls made from non-fixed lines might be delivered to the wrong PSAP or with an incomplete or inaccurate dispatchable location address.

3.3.3 Emergency Calling Testing. Emergency calling testing for both native and ported numbers must be performed by Customer if no field services have been purchased via a separate Order. Customer must ensure that a test emergency call is placed and that the address as shown in the relevant local emergency number management system is validated as being correct. Customer must conduct emergency call testing each time a line is moved to a new location.

3.2.33.3.4 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.~~

3.2.43.3.5 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. Emergency calls from users' wireless devices (e.g., cell phones) will use native dialing via the carrier's wireless network to reach emergency services, rather than voice-enabled UCCaaS.~~

3.3.4 Unsupported Use. Certain service disruptions may occur with UCCaaS Flex and Verizon will not be responsible for any service disruptions to servers or networks that are not managed by Verizon. Communications with analog modems are only permitted with Codec G.711 without silence suppression. Alarm lines of any kind (whether or not they use modems) are unsupported on UCCaaS Flex. Any use of UCCaaS Flex by Customer, where Customer has modified the Verizon-installed design and/or configuration without Verizon's prior written consent will invalidate the applicable SLAs, and any such modification is grounds for Verizon to immediately terminate services.

3.4.5 Cisco Universal Cloud Terms. The Cisco Universal Cloud Terms (UCA) shall govern Customer's use of the Conferencing services referenced herein. The UCA may be found on line at www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf.

3.5.6 VoIP Restrictions. Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the network. Customer shall comply with such regulations, as applicable.

3.6.7 India Regulations. This clause applies if UCCaaS Flex will be accessed from India. Customer represents and warrants to Verizon that the Customer PBXs in India are not connected to the PSTN. Prior to the Activation Date, Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving Service in India, the document in the form set out in Schedule 1 hereto (Inspection Pro Forma).

3.6.13.7.1 India Call Detail Records. In accordance with regulatory requirements, and as applicable to other service providers (OSP) in India, OSP registered Customers and Customers' Affiliates in India accessing UCCaaS Flex services in India, shall be responsible for retaining the call detail records onsite, in India, as per the time period mentioned in OSP guidelines, as may be amended from time to time.

3.7.3.8 Service Commitment

3.7.13.8.1 Service Commitment Period. Unless otherwise stated in the Customer quote, the Service Commitment period for UCCaaS Flex is 12 months. In addition, and unless otherwise stated in the Customer quote, the Subscription Period for Spark Flex and/or Collaboration Flex (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 UCCaaS Flex, the Service Commitment period for UCCaaS Flex shall extend for the full duration of Customer's Subscription Period for the applicable Standard Service Feature(s).

3.7.23.8.2 Service Termination. If (a) Customer terminates UCCaaS Flex or the Agreement before the end of the Service Commitment period for reasons other than Cause; or (b) Verizon terminates UCCaaS Flex 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.

3.7.33.8.3 Service Non-Renewal Notice. If Customer does not wish to renew its Spark Flex or Collaboration Flex license subscriptions, it must notify Verizon, in accordance with the Agreement, 45 days prior to the end of its current Subscription Period. If Customer fails to so notify Verizon, Verizon reserves the right to invoice the Customer for the subscriptions at the newly-determined level for an additional 12 month period upon the expiration of its current Subscription Period.

3.8.3.9 Audit and Extraordinary Events. With respect to Spark Flex and Collaboration Flex Employee Count/Enterprise Agreement and Named User, options:

3.8.13.9.1 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.

3.8.23.9.2 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 UCCaaS Flex 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.

4 SERVICE LEVEL AGREEMENT (SLA)

The UCCaaS Flex SLA is posted at the following URL:

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

5 FINANCIAL TERMS

5.1 General Financial Terms. Customer will pay the charges specified in the Agreement and at the following URL: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm.

5.1.1 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.

5.1.2 Software License Entitlement Trade-Ins. Verizon will honor Cisco approved license/SWSS trade-ins for credit towards Spark Flex and/or Collaboration 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.

5.1.3 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.

5.1.4 MACD Charges. MACDs are charged either on a per incident basis, per end user basis, or as a support block, selectable per Customer site. If ordered per incident, Customer will be billed for and pay the applicable rate for the specific MACD ordered. If ordered on a per end user or support block basis (i.e., a pre-purchased block of changes per month), Customer will be billed for and pay the applicable rate as specified in the Agreement. If the customer exceeds the number of changes allowed in its pre-purchased support block, Verizon will automatically support the excess MACD requests and charge Customer on a per incident basis. MACD blocks are purchased per site and the entire block is charged even if all the tickets are not used.

5.1.5 MRC Minimum. Verizon reserves the right to bill a minimum MRC of \$4,500 in aggregate for all UCCaaS Flex Hosted orders issued under the Agreement.

5.1.6 Spark Flex License Subscription

5.1.6.1 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.

5.1.6.2 Spark Flex Employee Count. Customer will pay an MRC as a subscription license for the Employee Count, irrespective of usage. 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.

5.1.7 Collaboration Flex License Subscription

5.1.7.1 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.

5.1.7.2 Collaboration Flex Enterprise Agreement. Customer will pay an MRC as a subscription license, irrespective of usage. 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.

5.2 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.

5.3 Optimized Service. Customer will pay the charges for UCCaaS Flex specified in the Agreement or a Contract.

- 6 **DEFINITIONS.** In addition to the definitions identified in the Master Terms, the following administrative charge definitions apply to UCCaaS Flex: www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm

Terms	Definitions
Calling	Calling refers to both Hosted Calling and On-Premise Calling collectively.
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	The number of Employees as of the date of Customer's Service Order.
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.
Device Call Control Service	A Device Call Control Service refers to the following a la carte features for Hosted Calling and On-Premises Calling for Spark Flex and Collaboration Flex, individually and collectively: Common Area Device Call Control Services, Telepresence Device Call Control Services and Analog Device Call Control Services.
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.

Schedule 1 – Inspection Pro Forma

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