



UC Management Toolkit +

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1. GENERAL

- 1.1 **Service Definition.** The UC Management Toolkit (UCMT) is a catalog of software-as-a-service tools and support/migration/management services that can be sold with various Verizon Unified Communications (UC) solutions. These tools and services are used for implementing and managing Customer's UC environment. UCMT allows Customer to select the tools and services that will deliver the desired implementation, management, monitoring, reporting and recording capabilities.
 - 1.1.1 **Support.** For all software-as-a-service and platform-as-a-service solutions within UCMT, Verizon will provide basic setup and access to the solution. Verizon will provide migration support on a per user basis, consistent with the standard migration activities identified in Exhibit A.
 - 1.1.2 **Requirements.** For some components of UCMT, Customer is required to separately purchase a self-management portal license. Additionally, Customer understands that some components of UCMT may be provided by a third party, and in such cases, Customer will be required to use the components provided by such third party. Customer may also be required to provide administrative access to certain Customer environments, solely as needed for use or deployment of UCMT.
- 1.2 **Standard Features.** Customer may select one or more of the UCMT features listed below, and there are no limitations on how many can be combined (so long as such features are compatible with the Customer's UC environment).
 - 1.2.1 **Support Services.** Verizon will perform administrative move, add, change, delete (MACD) support for Customer's end user base. Verizon will also perform other MACD functions such as setting up Auto Attendants, Call Queues and other telephony related functions (Support Services). Support Services allow Customer to receive MACD support without any request cap. Verizon will perform all MACD changes via the Self-Management Portal (sold separately), which is required for this service.
 - 1.2.2 **Migration Support.** Verizon will provide migration support for migrating from an existing UC environment to a new UC service sold by Verizon. The migration support will include assistance with setup of the new environment and the migration of end users from the old UC service to the new one. Migration support will be sold as Basic or Enhanced as described in Exhibit A.
 - 1.2.3 **Telephony Tenant Management (Microsoft Only).** Verizon will provide administrative MACD support for Customer, limited to voice configurations only and any associated tenant management.



Administrative access to Customer's Microsoft Tenant is a requirement for this feature. Verizon will perform all MACD changes via the Self-Management Portal (sold separately), which is required for this service.

- 1.2.4 **Self-Management Portal (Kurmi).** Verizon will provide a single management portal for use with multiple UC environments for ease of management. This portal can be used as an alternative management portal to Microsoft Teams Admin Center or Cisco Control Hub that will allow for Number management, MACD changes, bulk administration, role-based access controls, and log tracking.
- 1.2.5 **Reporting and Analytics.** Verizon will provide a reporting and analytics portal that will allow Customer to track and monitor call sessions, identify points of failure, and provide customized views that allows customers to hedge against call failure. Customer can also create reports and a custom dashboard to monitor their Microsoft Teams or WebEx Calling environments.
- 1.2.6 **Call Recording.** Verizon will provide a Call Recording feature with two options: basic (smart); and compliance recording of voice and/or meetings or messaging (UC recording). In addition to recording, Verizon will also provide Artificial Intelligence (AI) to analyze recorded conversations for predetermined users, translation, transcription and storage options as add-ons to the Call Recording solution.

1.3 **Customer Responsibilities**

- 1.3.1 **Access and Information.** For UCMT to be provisioned and set up, Customer must provide Verizon with access to each requested environment. Customer must also provide a point of contact for all activities related to setting up UCMT. For migration support services, Customer must provide information on their current UC environment as well as a list of users to be migrated. Verizon will also need information on the numbers that will be assigned to users if numbers are being ported or migrated to UCMT.
- 1.3.2 **Data Privacy.** Customer will (i) obtain the consent of call participants prior to recording a call, (ii) refrain from conditioning call continuation upon consent, (iii) provide the opportunity for call participants to not be recorded, (iv) allow for revocation of consent, (v) disclose the lawful purposes for the recording and only use the recording for such purposes, (vi) indicate third party involvement as required, and (vii) ensure each call recording is deleted within appropriate timeframes, in each case, unless specifically exempted or having no obligation under applicable law or regulation. Verizon is not responsible for managing or deleting Customer's call recordings. Customer warrants that it complies with all data privacy and protection obligations with respect to call recording. Customer will ensure that recordings do not include any Personal Data (such as protected health information, bank account number, credit card number, or social security number) except as allowed or required by applicable law. Customer will indemnify and hold harmless Verizon from any claims related to a failure by Customer to fulfill its legal obligations regarding call recording.
- 1.3.3 **Account Security and User Access.** Customer will maintain reasonable and appropriate administrative, physical, and technical safeguards to provide security for its account ID, password, antivirus and firewall protections, and connectivity with UCMT.
- 1.3.4 **Artificial Intelligence.** Customer must use discretion when configuring, deploying and relying on any applications of AI used with UCMT. Customer is responsible for identifying which applications are to use with AI.

2. **SUPPLEMENTAL TERMS**



- 2.1 **Disclaimer.** Verizon makes no warranties, guarantees, or representations, express, or implied that (i) UCMT will protect Customer's network from intrusions, viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or destructive programming routines; (ii) any security threats and vulnerabilities will be prevented or detected; or, (iii) the performance by Verizon of the Service will render Customer's systems invulnerable to security breaches. Any AI deployed with UCMT may use probabilistic techniques that are not able to guarantee accuracy. You understand and agree that Verizon is not responsible for inaccurate determinations made by any AI system. Verizon hereby disclaims any liability caused by inaccurate or lack of information provided by Customer, its end users, or any third party on Customer's behalf, including without limitation, Customer's inability to reach emergency service responders or access the Public Safety Answering Point associated with the Customer's location. Verizon shall not be liable for (a) any choice by Customer relating to retention periods, access rights or use of any call recordings, (b) any content or information shared in Customer's call recordings and (c) any failure by Customer to provide a required notice or obtain a required consent. Verizon intends that Personal Data will not be stored within UCMT. To the extent Customer stores any Personal Data within UCMT (including "personally identifiable information" and "protected health information" as defined in applicable privacy laws), Customer does so at its own risk.
- 2.2 **Emergency Calling.** Emergency calling testing for both native and ported numbers must be performed by Customer unless additional professional services are ordered via a separate Professional Services 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 is solely responsible for any third-party claims and liability arising from Customer's failure to notify its end users of emergency calling limitations. Verizon will configure network settings and Location Information Service to create a network/emergency location map per Microsoft Teams instructions based on information Customer provides.
- 2.3 **Third Party Terms.** VCC may allow third parties to connect with UCMT. Customer acknowledges that third-party terms and conditions will apply to any third-party features identified in an Order or selected by Customer for use with UCMT. Customer is solely responsible for identifying, acknowledging and complying with such third-party terms and conditions. Customer must comply with the terms of licensing that apply to any UCMT features, software, or options made available to you by third parties. Violations of such third party provider's terms of service may, in Verizon's sole discretion, result in the termination of your access to UCMT.

3. FINANCIAL TERMS

- 3.1 **Charges Generally.** Customer will pay the per-user monthly recurring charges (MRCs) or non-recurring charges (NRCs) for UCMT as specified in the applicable Agreement and at the following URL: www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm. Customer will pay additional MRCs and NRCs, as applicable, for any equipment management required or for optional services or features that may be ordered by Customer under the Agreement. Any additional setup, configuration or deployment of UCMT will be subject to an additional charge.
- 3.2 **Required Minimums.** Customer may not decrease the quantity of licenses or terminate the subscription for analytics and call recording during the Service Commitment. If the Customer requests an increase in the number of licenses, then subsequent billing periods will bill at such higher number, regardless of usage. Customer will be billed for the number of configured users immediately after the users are provisioned for UCMT. UCMT requires a minimum 12 month Service Commitment, including for any renewals or extensions. Customer must provide Verizon with a minimum of 90 day notice if Customer wants to end UCMT, and Verizon retains the right to adjust the price of UCMT in connection with any renewal.



- 3.3 **Additional Charges.** Optional Change Management (OCM) provides additional remote change management support for UC Management Toolkit. Customer can order specific OCM activities through the Verizon Enterprise Center (VEC).
4. **DEFINITIONS.** The following definitions apply to UCMT in addition to those identified in the Agreement and the administrative charge definitions at the following URL:
www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm.

Term	Definition
Microsoft Tenant	The set of services assigned to the customer's organization. Typically, it is associated with one or more public DNS domain names and acts as a central and isolated container for subscriptions and licenses within them that the customer assigns to user accounts.
Cisco Control Hub	The central hub for all your Webex services. It is your secure gateway to analytics for usage, troubleshooting, and performance.
Microsoft Teams Admin Center	A web-based portal that allows administrators to manage and control the various aspects of their Microsoft Teams environment.
Location Information Services	Microsoft Teams feature that provides the capability to configure and route emergency calls and notify security personnel based on the current location of the Microsoft Teams client.



Exhibit A

Migration Support:

Basic – This support level supports the following activities:

- Dial Plan Configuration
- Voice Routing Policy Configuration
- Location Information Services (LIS) configuration (E911)
- End User configuration
- Number assignment

Enhanced – This support level supports the following activities:

- All Basic Migration Support activities
- Hunt Group Configuration
- Call Queue Configuration
- Auto Attendant Configuration
- Advanced Routing Configuration