This Statement of Work (SOW) is entered into between the entities identified as, respectively, Verizon and Customer in the related Service Order Form (SOF).

1. **SERVICE DESCRIPTION.** Verizon Professional Services will remotely configure the UI(s) in the system (UI Build Out) based on the specifications agreed to between the parties in the LLD.

Verizon will provide remote go-live Services to complete the following:

- Configure/Test solution according to the Customer approved LLD;
- Remote Go Live troubleshooting support;
- Document open issues in action log;
- Transition into Day-2 Customer support services;
- Perform closure procedures at the conclusion of project activities, including sign-off and transition to Day-2 Customer support.

The Remote UC Implementation Packages and limitations for each option are below. For projects greater than one hundred (100) Sites, additional Professional Services hours may be required.

- 1) Basic: Remote UC Implementation for up to three hundred (300) DLs
 - a) Up to nine (9) Unique Call Flows
 - b) Up to fourteen (14) Call Queue and Ring/Hunt Groups
 - c) Up to two (2) Custom Roles
 - d) License Type must be Premium to support Custom Roles
 - e) Up to two (2) templates
- 2) Moderate: Remote UC Implementation for between three hundred one (301) and one thousand (1,000) DLs
 - a) Up to ten (10) Unique Call Flows
 - b) Up to fifteen (15) Call Queue and Ring/Hunt Groups
 - c) Up to three (3) Custom Roles for Premium License Only
 - d) Up to three (3) templates
- 3) Advanced: Remote UC Implementation for more than one thousand (1,000) DLs
 - a) Up to ten (10) Unique Call Flows
 - b) Up to thirty (30) Call Queue and Ring/Hunt Groups
 - c) Up to ten (10) Custom Roles for Premium License Only
 - d) Up to ten (10) templates

Notes:

- Customization is available to Customer at an additional cost via an executed Change Order; and
- Substitute Caller ID (Spoofing) configuration is not included but is available at an additional cost via an executed Change Order.
- 2. SCOPE OF WORK. Standard Professional Services Included In this SOW are as follows:
- 2.1 One (1) Designated Project Manager (PM), who will act as a single point of contact for delivery services, following Verizon standard methodology. The Verizon Project Manager will be responsible for the following activities in connection with this Service:

- 2.1.1 The Verizon PM will lead internal and external kick-off sessions;
- 2.1.2 Creation and management of project governance, to include:
 - a. Project plan and schedule;
 - b. Communication plan, resource plan, escalation plan, change plan, test plan;
 - c. Action and risk register;
- 2.1.3 Completing resource assignment and scheduling in alignment with project schedule;
- 2.1.4 Setting up project documentation and timelines in collaboration with designated Customer single point of contact;
- 2.1.5 Identifying, communicating and mitigating project risks and issues;
- 2.1.6 Aligning the scope of services with Customer expectations during kick-off;
- 2.1.7 Developing, reviewing, authorizing, implementing, and managing change requests and interventions (i.e., perform change management) to achieve project outputs;
- 2.1.8 Facilitating and leading regular status update meetings (one (1) per week), organize planning sessions, as applicable;
- 2.1.9 Completing scoped migration and go-live support;
- 2.1.10 Performing closure procedures at the conclusion of project activities; and
- 2.1.11 The Verizon PM designated to support a Port Order, upon Customer's request, can assist the Customer with this responsibility by performing the following tasks for each Site listed in Appendix A of this SOW:
 - a. The Verizon PM shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/ resubmissions per location or until ninety (90) days from submission, whichever occurs first;
 - b. Customer shall provide Verizon all appropriate Letters of Authorization (each, an LOA), billing and other relevant information, and authorized signer for each location; and
 - c. Porting submissions will include numbers mapped to correct route as company numbers or direct dial phone numbers.
- 2.2 Network Readiness Assessment, where Verizon will provide one (1) assessment of the Customer network. The assessment output will be evaluated to determine the reliability of the Customer's network to support a cloud-based Unified Communications Solution by monitoring the network between Customer's UC provider and one (1) Customer site.
- 2.2.1 Assessment includes:
 - a. Calling Network Requirements Documentation
 - b. Satellite installation guide for Customer to follow to install Probes
 - c. Assistance with satellite installation
 - d. Document and share results of network assessment for Customer reference
- 2.2.2 Site assessment not completed prior to Go-Live will result in the forfeiture of the assessment for this

project.

- 2.2.3 Additional network assessments or consultations are available to the customer via the Remote UC Network SOW and will result in additional fees. This may include additional ISP links or sites.
- 2.3 Cloud Office Planning and Low Level Design (LLD), where Verizon will initiate the Planning and Design process with the Customer at the beginning of the project and will include structured planning and design sessions as required to complete detailed user on-boarding requirements gathering. This process will define and capture the project-wide deployment holistically including all Sites and Users listed in Appendix A.
- 2.3.1 The number of data collection gathering sessions will be determined by the Package (Basic, Moderate or Advanced) and device license type (Standard or Premium) selected by the customer and as Identified in the UC Service Agreement.
 - a. If additional data collection sessions are needed, they may be ordered via the Remote UC Implementation Add-on SOW at an additional expense. If data collection needs to take place by country or User group then additional data collection sessions may be ordered via the Remote UC Implementation Add-on SOW at an additional expense.
- 2.3.2 All parties will provide data and contribute to data collection and design documentation in the LLD during the requirements gathering sessions.
- 2.3.3 Details within the data collection for the LLD include:
 - a. Customer Site information:
 - b. User upload;
 - c. Data collection for Basic Administrator and End-User Training, as described further below under Basic Training Services;
 - d. Porting data;
 - e. Call flow(s);
 - f. Roles and Permissions;
 - g. Delivery Overview; and
 - h. Go-Live Readiness Report Card;
- 2.3.4 The fully reviewed LLD is approved by Verizon and the Customer prior to moving to deployment.
- 2.3.5 A delay in completing and returning Customer documentation or approval of the LLD may result in an adjustment of the project timeline.
- 2.4 Implementation, where Verizon will perform the following Implementation Tasks:
- 2.4.1 Configuration according to the fully approved LLD.
- 2.4.2 Complete As Built Documentation The customer will be provided with a documentation package to include Customer-specific system and user configurations made by Verizon.
- 2.4.3 First Day of Operation (Day-1) Support Verizon will provide a remote resource to be available for the first day of operation to support post-cutover related issues. MACD's are not included in the First Day of Operation. Verizon can perform MACD's during First Day of Operation or after the solution moves to Day-

2 via the UC Implementation Add-on Services SOW.

- 2.4.4 Transition support to Service (Day-2) Team(s) as identified or contracted by the Customer Verizon and the Customer will have an operational handoff meeting for the first site being implemented so that the Customer's site can be transitioned to Day-2 support.
- 2.5 System Integration Testing (SIT) and User Acceptance Testing (UAT).
- 2.5.1 Verizon will complete SIT following final configuration of the services covered in this SOW and the associated SOF prior to handoff to the Customer to start UAT.
 - a. The SIT is intended to test the functionality of the Verizon-configured UC platform in its entirety in preparation for Customer UAT.
 - b. Verizon will provide the Customer with UAT instructions and example UAT of test scenarios.

2.5.2 UAT Assumptions.

- a. UAT will be defined, duration determined and scheduled at the start of delivery during project planning.
- b. During UAT, the Customer will designate users to complete application testing to validate that the Verizon configurations match the agreed solution configuration as documented in the LLD;
- c. Customer will define and execute the UAT scenarios and the mutually agreed upon expected results will be recorded as an Appendix in the LLD prior to mutual execution as the document of record (collectively, UAT Scenarios);
- d. If expected results are not specified by the Customer, then the work product and Standard Professional Services are deemed accepted once the work product is used for production purposes by the Customer:
- e. Customer will identify resources to participate in UAT with the privileges required to do so;
- f. The results of all UAT scenarios are documented by the Customer in a written format and provided to Verizon at completion of testing:
- g. Any variation in expected results (e.g., errors, flaws, failures, adjustments) are provided in writing to the Verizon PM for review and resolution;
- h. Verizon will make corrections to items that do not match what is documented in the Customerapproved LLD and submit back to the Customer for additional testing;
- i. Upon completion of all UAT scenarios, the Customer will submit final written completion of testing to Verizon immediately upon completion; and
- j. Verizon will append the design document output to include completed UAT cases and results in the final published output document.

2.5.3 UAT Constraints.

- a. The Customer and Verizon will enact a mutual configuration freeze prior to start of SIT and UAT; and
- b. Customer shall perform UAT according to the mutually agreed upon schedule / project plan.
- c. Verizon can provide active UAT support via Change Order at an additional charge.
- 2.6 Basic Training Services, where Verizon will provide the customer with the following training. If additional training is required, UC Enhanced Training services can be provided via the Remote UC Enhanced Training SOW.
- 2.6.1 One (1) remote admin training session of the Training Admin Basics training module, which will include session recordings and pre-recorded self-service online training modules to be made available to the Customer.

- 2.6.2 Up to four (4) remote End-user training sessions, one (1) hour each, which may be any combination of the Training End-user Basics training module, Training End-user Basics for Front Office Staff training module, Training End-user Basics for Trainers training module and will include a session recording and pre-recorded self-service online training modules to be made available to the Customer.
- 2.6.3 Custom training, documentation and videos are available to Customer via a Change Order at an additional charge.
- 2.6.4 Additional training sessions are available to Customer via a change order at an additional charge.
- 2.6.5 Customer and Verizon agree that Project Completion Form shall not be withheld by Customer for delays in the delivery of Verizon Training Services.
- 2.7 Post Implementation Support Handoff Meeting / Project Closure, where Verizon and the Customer will have an operational handoff meeting for the first site being implemented so that the Customer's site can be transitioned to Day 2 support. After the completion of the project, a final call will be held between Verizon and the Customer to formally close out the project.
- 2.8 Out of Scope Items, where Verizon will not provide services that are not specifically identified within this SOW, to include but not limited to:
- 2.8.1 The Customer's LAN/WAN infrastructure;
- 2.8.2 Network minimum requirements for UC provider's as a Service model;
 - a. Quality of Service ("QoS") configuration;
 - b. Firewall or Access Control List ("ACL") configuration;
 - c. Power over Ethernet ("POE") port activation / configuration;
- 2.8.3 Configuration and software installation on Customer PCs;
- 2.8.4 Configuration of Substitute Caller ID (Spoofing);
- 2.8.5 Decommission and disposal of any legacy equipment;
- 2.8.6 Customizations on individual User endpoints, or phone settings;
- 2.8.7 Overhead paging;
- 2.8.8 Postage Machines;
- 2.8.9 Credit Card or Point of Sale ("POS") Machines;
 - a. Door buzzer or Automatic Door Controller;
- 2.8.10 Third party SIP phones;
- 2.8.11 Headsets:

- 2.8.12 Analog Devices
- 2.8.13 Third party Applications
- 2.8.14 Input Registered E911 Address and location information to Service Web
 - a. This is critical information which is used by first responders in case of an emergency. Hence Customer must ensure that the information they are adding to the Service Web is accurate.
- 2.9 General Verizon/Customer Responsibilities
- 2.9.1 Customer is responsible for authorizing the telephone number porting by Verizon and obtaining all documentation and information in connection therewith if porting is required for a Service. Verizon shall provide guidance on porting data collection and shall assist with submission of porting request(s). This effort pertains to those locations identified in Appendix A of this SOW. Verizon is not responsible for the portability of any individual number or group of numbers and the sign-off of the Professional Services PCF shall not be withheld by Customer for delays in the porting of the numbers.
- 2.9.2 The Customer is responsible for preparation of its network infrastructure as required per the Verizon provided conditions for the contracted Unified Communications Solution.
- 2.9.3 Bulk uploading of User data, building extensions, etc. may require input of registered addresses and emergency notification information. By engaging Verizon for implementation of the Cloud Services, Customer agrees to the following:
 - a. It is Customer's obligation to maintain accurate emergency location information for each Digital Line on its account. Verizon will, on Customer's behalf, upload Customer's Users' registered addresses using a list of addresses provided by Customer.
 - b. For Digital Lines located in the United States, Customer must input and maintain in Service Web a central location for the receipt of emergency notifications generated by its Users placing emergency calls.
 - c. Customer represents and warrants that the registered addresses and emergency notifications location are accurate and acknowledges that any subsequent change to the registered addresses must be carried out by Customer. Customer acknowledges that it may have its own independent legal obligation to ensure the accuracy of the above information and that Verizon takes no responsibility for the accuracy of the information provided by Customer.
 - d. Emergency services calling capability (911) will be enabled (as required) within the dial plan of each site. Enhanced 911 (E-911) vendor services and configuration are the responsibility of the customer. Verizon may provide E-911 configuration support via Custom SOW.
- 2.9.4 Customer is responsible for physical placement and connectivity of the phones to the network for sites without On-Site services.
- 2.9.5 Customer is responsible for providing the device information necessary to configure the endpoint, such as MAC address.
- 2.9.6 Customer will be responsible for physically visiting each phone that does not register with the UC solution to perform a manual factory reset (under the direction of Verizon) applicable for sites without On-Site services.

- 2.9.7 Customer will identify a back-up designation when the Customer Project Lead is not available.
- 2.9.8 Customer is responsible for providing Verizon-supported secure remote access to all components that Verizon will require access to complete remote configuration, unless the component is already a Verizon managed component.
- 2.9.9 Customer agrees that all core, system, site / location, and user equipment are compliant to vendor or UC platform compatibility lists.
- 2.9.10 Customer will provide:
 - a. A resource to configure all required Customer-managed WAN / LAN / UC equipment.
 - b. Support for phone local activation (MAC addresses or support for remote activation) unless site services are contracted via the UC Implementation Site Services SOW.
 - c. A complete and documented network architecture plan that would provide physical and logical schematics (Visio format preferred).
 - d. Ability to escalate to any Customer-licensed services or application related to this UC implementation.
 - e. Notification to existing users that old voicemail messages will not be move or saved for future use.
- 2.9.11 Customer will have all telecommunications circuits and carrier service configurations (e.g. PVCs, MPLS Labels, SLAs, etc.) required for the proper function of the contracted Unified Communications Solution installed and tested at the time periods specified and agreed upon in the Project Plan.
- 3. **DELIVERABLES.** Deliverables are intended for Customer and Verizon use only. Customer may disclose a Deliverable to a third party pursuant to the Agreement's confidentiality terms. These deliverables include:
- 3.1 UC Design Services Low Level Design Document(s) (requires Customer sign-off)
- 3.2 Implementation / Migration Project Plan (on-going throughout project)
- 3.3 Status Reports (on-going throughout project)
- 3.4 As-built / Configured Customer documentation
- 3.5 Operational Readiness Testing Completion / Production Readiness Document (requires Customer signoff)
- 3.6 Project Completion Form (requires Customer sign-off)

4. SUPPLEMENTAL TERMS AND DEFINITIONS

- 4.1 <u>Packages</u>. The packages available for this service include Basic, Moderate and Advanced each defined further below under Scope.
- 4.2 <u>Project Management</u>. Verizon will designate a project manager to manage the Project activities and the change control process (Project Manager). Customer will designate a single point of contact (SPOC) to coordinate the Project activities with the Project Manager.
- 4.3 Project Initiation. Verizon will schedule and conduct a kick-off meeting to initiate the Project, to review

services and packages ordered, and confirm that the scope of the project matches the required implementation. Additional SOWs or change orders may be required should supplemental services be required. Verizon and Customer will identify documentation requirements and responsible individuals with knowledge of Customer's UC architecture, environment, and user community. Verizon will review Customer documentation, work with Customer to evaluate and prepare a Project Plan and ensure timely flow and exchange of information required for execution and completion of the Project within the agreed Project timelines.

- 4.4 <u>Telephone Number Porting</u>. As part of Planning and Design, Customer will provide Verizon a list of the Customer's current telephone numbers that Customer would like to port to the UC Solution. Verizon will verify the list with Customer and provide Customer with the appropriate porting Letter of Authorization (LOA) form(s) that Verizon will need to submit to the Customer's underlying carrier(s) for those telephone numbers. Customer will complete and return to Verizon the LOA form(s) according to the mutually agreed upon delivery schedule, and Verizon will submit the completed LOA form(s) with Customer's underlying carrier(s). Porting requests rejected by a Customer's underlying carrier will be handled with Customer on a case-by-case basis and may require a Change Order.
- 4.5 <u>Customer-Managed Applications and Devices</u>. Customer is responsible for any changes to, and disposal of, Customer-managed applications and devices that Customer intends to integrate and/or use with the new UC solution.
- 4.6 <u>Registered E911 Address and Location Information</u>. Customer is responsible for inputting Customer's registered E911 address and location information into the Automatic Location Information (ALI) data base and keeping that information current.
- 4.7 <u>Low Level Design or LLD</u> means the document that defines and captures the deployment requirements holistically including all Sites and Users for a single project.
- 4.8 <u>License Type</u> means Standard or Premium as determined by available features in each, with feature list provided in the UC Service Agreement.
- 4.9 <u>Call Queue</u> means a group of Users or extensions which receive queue calls to be answered by the next available member of the group.
- 4.10 <u>Custom Roles</u> means a role with pre-set permissions which could be based on a job function and assigned to Users as needed.
- 4.11 <u>Digital Line(s) or DL(s)</u> means a phone number assigned to an End-user or a specifically designated location (such as a conference room) and the associated voice service for inbound and outbound calling, which permits an End-user generally to make and receive calls to and from the PSTN, as well as to and from other extensions within the same Customer account.
- 4.12 Go-Live means day one of production environment being active.
- 4.13 Holiday means national holiday(s) in the jurisdiction of the Customer Site.
- 4.14 HD means Help Desk.

- 4.15 ISP means Internet Service Provider.
- 4.16 PM means Project Manager.
- 4.17 PCF means a Project Completion Form.
- 4.18 <u>Project Phases</u> means the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase.
- 4.19 PSTN means Public Switched Telephone Network.
- 4.20 <u>Ring/Hunt Groups</u> means a collective unit of phone numbers within the call handling and forwarding settings of a User extension that rings simultaneously. This allows Users to combine both aspects of both the sequential and simultaneous ringing sequence options.
- 4.21 <u>Service Web</u> means Supplier self-service portal enabling configuration of Cloud Services.
- 4.22 Sites means locations listed in Appendix A of this SOW.
- 4.23 <u>Standard Professional Services</u> means the Professional Services provided by Verizon as defined under each Package.
- 4.24 <u>Standard Service Hours</u> means between 8:00 AM to 5:00 PM local Site times, Monday-Friday, excluding Holidays.
- 4.25 SIP means Session Initiation Protocol.
- 4.26 SMB means Small Business.
- 4.27 SIT means System Integration Testing.
- 4.28 <u>Templates</u> means a feature that allows account administrators to implement a set of configurations to multiple Users at once through the online account, reducing repetitive actions by applying the same settings to a group of Users.
- 4.29 <u>UAT</u> means User Acceptance Testing.
- 4.30 UC means Unified Communications.
- 4.31 UI means User Interface.
- 4.32 <u>UI Build Out</u> means the system Verizon configures User Interfaces for. The system consists of the features and applications applicable to the Cloud Services of a Customer.
- 4.33 <u>Unique Call Flows</u> means a specific group of Users or extensions which receive queue calls that is different from another group, either by the combination and/or quantity of Users or extensions.
- 4.34 Weekdays After-Hours means outside 8:00 AM to 5:00 PM local site time, Monday-Friday, excluding

Holidays.

- 4.35 Weekends or Holidays means Saturdays, Sundays, and Verizon Holidays.
- 5. **FINANCIAL TERMS.** Customer will pay the Charge as detailed in the SOF. Travel and expenses, if any, will be billed as provided in the PSSA, this SOW, and the SOF.