

Virtual Communications Express +

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Part I: Service Description and Requirements

1. **General Description of Service.** Virtual Communications Express (“Virtual Comm”) is a hosted voice over IP (“VoIP”) service that includes customer premises equipment and is capable of providing unified communications that include a wide array of business telephony features. Customer-appointed administrator(s) (each, a “Customer Administrator”) will be provided access to a Web-based administrative portal (the “MySite” portal) to configure its telephony features and end user capabilities. End users also are able to access a Web portal (the “MyPhone” portal) to manage their individual feature settings. Optional readiness assessment and implementation services are also available.
2. **Optional Field Services – Site Survey Scope of Work**
 - 2.1 Upon arrival at Customer’s designated site, Verizon’s field service technician (“FST”) will contact Customer’s pre-identified site representative and confirm arrival with Customer’s central point of contact (“POC”). The FST will locate Customer’s pre-determined and -designated end user(s)’ work area and its provided materials, if any, required for completion of the scope of work. Then the FST will conduct a visual inspection of end user-provided materials (if any) to ensure presence and serviceability of all required items.
 - 2.2 The FST will conduct the PacketSmart assessment as designated in the Virtual Comm order using an FST-provided PacketSmart Field Services Kit.
 - 2.3 The FST will complete a site survey template. If during the performance of the site survey any Verizon-provided equipment is found to be “dead on arrival” (“DOA”), the FST will re-box the affected equipment and engage the Verizon Virtual Comm Implementation Services team to initiate advanced replacement procedures. Upon submission of the replacement order by the implementation team, the end user will be provided confirmation with shipment tracking information. Upon receipt of the new equipment, Customer will be responsible for returning any defective equipment using instructions and shipping information provided.
 - 2.4 Upon successful completion of the above-described scope of work, the FST will review and confirm the site survey checklist with the affected end users and obtain Customer’s release authorization.
3. **Optional Field Services – IP Installation and Activation Scope of Work (Initial Site Implementation)**
 - 3.1 Upon arrival at Customer’s designated site, the FST will make contact with Customer’s site representative and confirm arrival with Customer’s central POC. The FST will locate Customer’s pre-determined and -designated end user(s)’ work area and its provided materials, if any, required for completion of the scope of work. Then the FST will conduct a visual inspection of end user-provided materials (if any) to ensure presence and serviceability of all required items.
 - 3.2 If applicable, the FST will unbox and install the PacketSmart probe at the local circuit demarcation in a Customer-provided rack or on a Customer-provided shelf. The FST will power-up the PacketSmart probe and verify functionality.
 - 3.3 The FST will unbox and install the VoIP phones and/or analog telephone adapter (“ATA”) devices pursuant to the quantities and at the location designated in Customer’s Order.

- 3.4 The FST will place test calls for internal, local, outbound, inbound calling, and selected feature options to confirm that CPE is functioning properly. The FST will test all phones for dial tone.
- 3.5 During installation, if any equipment is found to be DOA, the FST will re-box the affected equipment and engage the Verizon Virtual Comm Implementation Services team to initiate advanced replacement procedures. Upon submission of the replacement order by the implementation team, the end user will be provided confirmation with shipment tracking information. Upon receipt of the new equipment, Customer is responsible for returning any defective equipment using instructions and shipping information provided.
- 3.6 Upon successful completion of installation, the FST will review and confirm the installation checklist with the affected end users and obtain Customer's release authorization.
4. **Optional Field Services–Move-Add-Change-Delete Scope of Work (Post-Implementation Activity)**
- 4.1 Upon arrival at Customer's designated site, the FST will make contact with Customer's site representative and confirm arrival with Customer's central POC. The FST will locate Customer's pre-determined and -designated end user(s)' work area and its provided materials, if any, required for completion of the scope of work. Then the FST will conduct a visual inspection of end user-provided materials (if any) to ensure presence and serviceability of all required items.
- 4.2 If subsequent installation of equipment is required, Verizon will follow the procedures set forth above in Field Services – Installation and Activation Scope of Work.
- 4.3 Upon successful completion of the above-described scope of work, the FST will review and confirm the installation checklist with the affected end users and obtain Customer's release authorization.
5. **Virtual Communications Express Dialer for Google Chrome™.**¹ The Virtual Comm Express Dialer for Google Chrome enables Customer's users to engage "click-to-call", perform directory lookups, and access other Virtual Comm Feature settings within the Google Chrome Web browser. This feature will be available to Customer users who install the Google Chrome browser on a PC or Mac and download the Virtual Comm Express Dialer (available at no charge) from the Google Chrome App Store. Users will have to accept terms and conditions provided by the Express Dialer's owner to download the application and use the App entirely at their own risk. Verizon does not own any rights to the Express Dialer, makes no warranties regarding its performance, and disclaims all liability arising from its use.
6. **Virtual Communications Instant Meeting Conferencing.** Instant Meeting Conferencing Service provides 7-day, 24-hour conference calling availability supported by pre-assigned bridge ports. Customer must purchase (i) at least one Instant Meeting conferencing bridge which includes 120 ports of bridge capacity, and (ii) the desired quantity of Moderators (meeting hosts). Within the MySite administrative portal, a Customer Administrator will assign Moderator rights to selected Virtual Comm end users to allow them to be Instant Meeting Moderators. Verizon will issue a Moderator passcode to each Instant Meeting Moderator to activate a conference call. Customer will receive a conference ID which it can make available to selected participants on any Instant Meeting conference call initiated by Customer's Moderator. Instant Meeting Conferencing Service includes the following features:
- **Dial-Out Initiation.** Allows the Moderator to dial out to conference participants one at a time.
 - **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 will be

¹ "Google Chrome" is a trademark of Google Inc.

stored for 30 days and are available for download by the Moderator or Customer Administrator through the MySite web portal.

Please Note: The recording of any personal health information (“PHI”) is prohibited (see Part III, Section 15, below). If Customer utilizes Conference Recording, it must prohibit the discussion of PHI. If PHI is discussed and recorded, the Moderator must delete all such references from the recording. Verizon does not monitor recorded Instant Meeting conferences or their content.

7. **Virtual Communications Express Call Center.** Virtual Comm Call Center is a communications management feature fully integrated with Virtual Comm that enables more efficient call handling and provides automatic call distribution for end users handling calls in a call center environment. The Call Center feature provides an automated “answer” for all calls, with customizable greetings, comfort messages, and hold music for the caller to hear while held in a network-based queue until an agent (a standard or premier user assigned as an “agent” by Customer’s Administrator) is available to pick up the call. All end users whose responsibilities include receiving calls from the Call Center queue must be assigned with either a Call Center Agent status or Call Center Supervisor status. Virtual Comm Call Center capabilities include:
 - 7.1 **Routing Definition.** Routing definitions are provided for overflow, stranded, and after-hours calls.
 - 7.2 **Supervisor Role.** The supervisor can monitor the status of 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 MySite portal, and view reports.
 - 7.3 **Software Clients.** Web-based clients allow agents and supervisors to log into the call center, change status, click to dial, click to answer, put a call on hold, transfer the call, initiate a conference call, and obtain access to company and personal phone directories.
 - 7.4 **Dialed Number Information Service (“DNIS”) Support.** This capability enables a call center to support multiple inbound phone numbers using the same routing logic. Each DNIS can have a unique Caller ID and announcements which allow the call center to know which number was dialed, thus enabling customization of the greeting to the caller.
 - 7.5 **Enhanced Reports.** In addition to call statistics, detailed reporting about agent and supervisor activity as well as DNIS level details is provided.
 - 7.6 **Administrator-defined Preferences.** Inbound calls come into a queue where they are processed and distributed based on Customer Administrator defined preferences. Features of the Virtual Comm Call Center allow a Customer Administrator to define:
 - Automatic call distribution with multiple distribution policies
 - Scheduling and alternate routing policies
 - Queuing policies by call and agent status
 - Scheduled reporting
 - Customizable announcements
8. **Virtual Communications Express Call Recording.** This optional feature enables users to record, store, organize, and access recordings of incoming calls. Each Call Recording end user is assigned 200MB of call recording storage, which is aggregated at Customer’s site level to be shared by all such end users. Call recordings will be retained for 30 days. There are four call recording modes which allow the end user to start, stop, pause, or resume recording before or during the call.
9. **Stand-alone UC Features.** Stand-alone UC Features enable a Standard User to exercise the capabilities of a Premier User during inter-actions between such Standard Users, Premier Users, and other Standard Users that are equipped with the UC Features option. Stand-alone UC Features provides the following capabilities for Customer’s Standard Users:
 - Instant messaging and presence (“IM&P”) which enables Standard Users to (i) chat with Premier Users and other Standard Users subscribing to UC Features, and (ii) see the status of other

Premier Users and Standard Users subscribing to UC Features (i.e., Busy, Available, On a call, In a meeting);

- Share what is displayed on the desktop through a web browser;
- Receive a Mobile Client and Soft-phone Client (described at the online pricing site for Virtual Comm); and,
- Initiate calls and use IM&P through MS Outlook and Lync.

Part II: Pricing Plans

1. **Virtual Comm Pricing Options – Service.** Virtual Comm is offered with either Standard or Premier pricing options as described below and selected per location by Customer:

- 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 location.
- “Premier” locations include trunk capacity to complete calls to the public switched telephone network (“PSTN”) or to other Virtual Comm users for all user and bundle types ordered at the location.

2. Virtual Comm End User Bundles and Trunks

- 2.1 **Description.** Except as noted for the Standard Trunk Capacity pricing option, each Virtual Comm end user must be assigned to one (and only one) of the user bundles listed below.

- **Standard User** – provides basic telephony features such as voicemail, call forwarding, 3-way calling, caller ID, etc., plus access to a Web-based interface for additional enhanced features, e.g., scheduled call forwarding and Call Blast (an incoming call rings a number of devices simultaneously; also known as “simultaneous ring”). Standard user bundles also require purchase of sufficient trunks to support.
- **Standard User with Bundled Phone** – **[Not available to customers who purchase Virtual Comm on a “right-to-buy” basis; available only to customers who purchase Virtual Comm on a “transactional” basis.]** Includes all features of Standard User plus a required Bundled Phone Option from the list of phones in the Bundled Phone Options list. **By its order of Standard user with bundled phone, Customer agrees to a minimum three-year Service Commitment Period for Virtual Comm (see Section 2.2.4, below).**
- **Premier User** – Provides all the capabilities of Standard User, plus: Premier Users will receive a Mobile client and Soft-phone client (both described below). In addition, instant messaging capabilities are provided to enable Premier Users to chat with other Customer Virtual Comm Premier Users, see the status of other Premier Users (i.e., Busy, Available, On a call, In a meeting), or share what is displayed on their desktop through a web browser.
- **Premier User with Bundled Phone** – **[Not available to customers who purchase Virtual Comm on a “right-to-buy” basis; available only to customers who purchase Virtual Comm on a “transactional” basis.]** Includes all features of Premier User plus a required Bundled Phone Option from the list of phones in the Bundled Phone Options list. **By its order of Premier user with bundled phone, Customer agrees to a minimum three-year Service Commitment Period for Virtual Comm (see Section 2.2.4, below).**
- **Remote User** – May be ordered with either a Standard or Premier User. Allows a different 911 service address than the primary service address.

- **Standard Trunk Capacity** – For Standard Users, Standard Trunk Capacity provides capability to make or receive calls outside of Customer's enterprise. A trunk includes unlimited intra-enterprise 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.

Customer must maintain its Standard Trunk User count for at least a 30-day period before requesting a decrease in such trunk count.

- **Fax Station User** – For end users at Premier locations, provides basic telephony capability which, when combined with a fax machine connected to a Verizon-supported analog telephone adapter configured with the G.711 or T.38 codec, enables end users to send and receive faxes.
- **Key System Packages** – For Premier locations, key system packages are available as grouped line packages where all lines are associated with the same telephone number. Each line in the package shares a similar Premier feature set, and all devices assigned to the package display all the lines associated with the package. So, an inbound call can be answered by an end user from any device assigned to the key system package.

2.2 **Early Termination.** If Customer disconnects Standard User with Bundled Phone or Premier User with Bundled Phone (either a "User Bundle" for purposes of this Section) prior to the completion of the applicable minimum three-year Service Commitment Period, Customer shall pay an early termination charge equal to the number of installed User Bundles times the number of months remaining in the minimum three-year Service Commitment Period times the User Bundle MRC. There may also be early termination charges applicable to the CPE being terminated. For Standard User with Bundled Phone, Verizon may waive early termination charges if Customer is upgrading to a Premier User with Bundled Phone and keeps the Premier User with Bundled Phone in service through the required minimum three-year term.

3. **Site Package Activation Charge.** Customer will pay a Site Package Activation Charge NRC for each site it establishes. This NRC includes the provisioning of the network-based features and includes one Auto Attendant, one hunt group, and access to the Web-based MySite administrator portal.
4. **Shipping Charges.** Customer will be charged for equipment shipping costs. Such costs will vary based on the quantity of the equipment ordered and destination. A good faith estimate of the shipping charge will be provided at the time of Customer's order.
5. **CPE Replacement.** After Virtual Comm implementation is completed for purchased equipment, if Customer experiences a Virtual Comm service issue during the equipment warranty period that is determined by Verizon to be due to a defective phone, Verizon will replace the phone with a phone of similar capabilities. Verizon will ship the replacement phone to Customer who must return the defective phone to Verizon within 14 calendar days after receiving the replacement. Verizon will provide return labels to Customer for use in shipping the defective equipment back to Verizon. If Verizon does not receive the defective phone within 30 calendar days of the date Customer received the replacement phone, Verizon will bill and Customer will pay the purchase price of the replacement phone.
6. **Optional Network Features.** Each Customer location will include a set of features as described above in Section 3 (Site Package Activation Charge). Customer will pay for the following selected additional optional network features at rates fixed for the Service Term.

Optional Network Feature	Charged
Auto Attendant	Per "instance" ¹
Hunt Group	Per "instance"
Call Agent	Per "instance"
Stand-alone Voice Mail	Per "instance"

Stand-alone UC Features	Per instance
Receptionist ²	Per "configured user" ⁵
Mobile Client User ³ for Standard users	Per configured user ⁵
Soft-phone Client User ⁴ 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

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 Virtual Comm 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 Virtual Comm number.

³ Mobile Client enables a configured user to install an application on his/her Android® or iOS®-based smartphone to utilize it as a Virtual Comm telephonic endpoint. Such configured users can configure their Virtual Comm services to receive inbound calls to their Virtual Comm number on their smartphone, or place outbound calls from their smartphone that present the caller ID of their Virtual Comm 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 enables a configured user to use a Windows®-based or Mac®-based computer as a Virtual Comm telephonic endpoint. Such configured users can configure their Virtual Comm services to receive inbound-only calls, place outbound-only calls, or to enable both inbound and outbound calling.

⁵ For billing purposes, a user is a "configured user" when Verizon provisions the network feature and makes it available for assignment by Customer.

7. **Optional Field Services.** Customer may purchase optional field services pursuant to the terms set forth below.

Field Services	Terms
Site Survey	A minimum of one (1) hour of time on-site will be billed for Site Survey. Additional time beyond 1 hour will be billed to the next largest 15-minute increment at the applicable rate. Customer also will be charged the applicable PacketSmart LAN Assessment Charge. shown below.
Installation	A base charge will be billed for Installation which includes installation of the first device. Installation of additional devices beyond the first phone will be billed at applicable rates.
On-site Tech Dispatch (Post-Implementation)	On-Site Tech Dispatch is the dispatch of a Verizon technician to Customer's site at Customer's request. A

Trouble-Shooting)	base charge will be billed for Installation which includes one hour of time on-site. Additional time beyond 1 hour will be billed to the next largest 15-minute increment at applicable rates. If additional materials are required to complete the requested work, the FST will provide Customer with an estimate of such charges while on-site.
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- 7.1 **Schedule Change Charges.** In addition to the applicable rates and charges for Field Services, Verizon may charge one standard hour to change a prescheduled arrival window for an FST if Customer or its end user provides less than forty-eight (48) hours' notice (until the prescheduled arrival time on-site) for such a change.
- 7.2 **Labor Expedite Charges.** Based on the Field Services charges set forth above, Verizon may charge an additional hour if Customer requests that Field Services be expedited and less than forty-eight (48) hours' notice is provided.
8. **International Calling.** Virtual Comm may be used by Customer to complete international calls to the locations set forth in Appendix III. These locations have been divided into four tiers, each of which is associated with a per-minute rate.

Part III: Terms and Conditions

- No Resale Qualification.** Virtual Comm is not available for resale.
- Internet Access.** Virtual Comm does not include Internet access which must be purchased separately by Customer as transport for use with Virtual Comm.
- Customer-Obtained Facilities.** Except as otherwise expressly stated herein, Customer is responsible for obtaining, installing, configuring and maintaining all equipment (including, but not limited to, routers, switches, and firewalls), 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 Virtual Comm ("Facilities"). Customer is responsible for ensuring that such Facilities are compatible with Verizon's requirements (including being certified by Verizon for use with Virtual Comm and that they continue to be compatible with subsequent revision levels of Verizon-provided equipment, software and services. Customer is responsible for operation and configuration of its computer(s) and LAN/WAN. If Customer connects any Facilities to Virtual Comm that Customer reasonably should know may not be compatible with Virtual Comm, Customer is solely responsible for any effects that arise from that connection on Virtual Comm service or equipment, or software of Verizon, Customer, or any third party, and Customer waives any claims against Verizon relating to the performance of Virtual Comm.
- Service Disclaimer.** Verizon is not responsible for certain conditions or equipment that may affect Virtual Comm, including, without limitation:
 - Failure or poor performance of Customer's Domain Name Server ("DNS Server") and/or local area network ("LAN") upon which Virtual Comm relies. Network-related outages also may occur, and service restoration intervals may vary from those associated with traditional telecommunications service.
 - Failure or poor performance of Customer's Internet access service and/or routers, switches, or other Customer equipment not provided by Verizon, with effects including but not limited to loss of circuit connectivity, high jitter, latency, or packet loss.
 - Communications from analog modems may have protocol interaction issues when used over Virtual Comm technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications.
 - Modems may not be used on Virtual Comm except with Codec G.711 without silence suppression.

- Fax transmission is highly dependent on Customer's facsimile device, its ability to disable error correction, and other factors.
- Alarm lines (whether or not they use modems) are wholly unsupported on Virtual Comm (with respect to both service and wiring, without limitation).
- All special construction.
- All inside wiring excepted as noted for inclusion with the installation of Analog Voice Station install.

5. **Geographic Coverage**

5.1 Virtual Comm is not available in Alaska and may not be available in other states or regions.

5.2 Virtual Comm described herein is provided only to Customer locations within the U.S. Mainland and Hawaii, though Virtual Comm may not be available at every location. Customer is prohibited from extending Virtual Comm beyond the U.S. Mainland and Hawaii.

6. **Service Restrictions.** Customer understands that use of Virtual Comm is restricted in the following manner:

- Customer shall not modify the Verizon-installed configuration without the previous written consent of Verizon. Customer expressly acknowledges Verizon may immediately suspend Customer's use of Virtual Comm if Customer violates the foregoing restriction.
- 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 shall not utilize Virtual Comm in any outbound call center environment or in connection with any similar such application.
- Customer shall not use Virtual Comm for telemarketing, fax broadcasting, fax blasting, or continuous or extensive call forwarding.
- Customer shall 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.
- Customer's design shall not be configured with more than 8:1 oversubscription, i.e., no more than eight DIDs per simultaneous call.
- Customer shall not utilize auto-dialers or any similar type of device in connection with Virtual Comm.

Customer expressly acknowledges that any violation of the foregoing restrictions on its use of Virtual Comm may result in the immediate suspension or termination of Virtual Comm.

7. **Call Origination Information.** Customer acknowledges that Verizon classifies local and long distance calls to determine appropriate rate allocation (i.e., local or interstate). Verizon bases this classification on the information in Verizon's systems identifying each call's originating location. As accurate information regarding the origination point of calls is necessary to make the appropriate rate allocation, it is a material condition of these Terms of Service that Customer provide Verizon with accurate information reflecting its calls' originating location. Customer shall defend, indemnify and hold Verizon harmless with respect to any third-party claims arising out of Customer's delivery of call origination information to Verizon or to such third parties.
8. **Virtual Comm CPE.** Verizon offers Customer three types of Virtual Comm-related equipment – IP phones, analog adapters, and PacketSmart Probes – that can be purchased or in some cases rented from Verizon at Customer's option. Customer must separately subscribe to Verizon's CPE and Related Services Attachment in order to obtain the requisite CPE.
9. **LNP.** Customer can arrange to port its numbers using LNP (Local Number Portability) at the same time Virtual Comm is made available for use, or delay LNP for up to 10 days afterwards. However, billing for Virtual Comm will commence in accordance with Section 11, below.
10. **Billing Initiation.** Billing for Virtual Comm will begin when Virtual Comm is available for use, even if Customer's numbers have not been ported in accordance with Section 10, above.

11. Optional and Included Field Services – General

- Customer must provide access to the facility necessary to complete the field services work. Any delay due to inaccessibility to required areas will count against the time required to perform the field services.
- All necessary site preparation will be completed by Customer, unless otherwise mutually and expressly agreed, prior to Verizon's performance of the required activities. Any delay on-site due to lack of preparation will be considered out of scope.
- Verizon is not responsible for work stoppages that occur as a result of waiting for Customer call-backs, releases, or other activities of a similar nature.
- Verizon is not responsible for data backup, loss, or retrieval associated with performance of field services.
- Customer is responsible for damaged or inoperable equipment resulting from instructions delivered by Customer or its end users. Verizon does not share in this responsibility unless such damage or inoperability is proximately caused by the negligence of Verizon or its agents.
- Any malfunctions, faulty conditions, inoperable equipment, mislabeled circuits, inactive circuits/extensions, poor workmanship and all other abnormal conditions discovered in work areas during the performance of field service are not Verizon's responsibility or the responsibility of the FST to detect, troubleshoot, repair, or recommend action.

12. Optional Field Services – Dispatch

- The FST will schedule a four-hour arrival window with Customer's POC no later than two business days from the date of scheduled arrival at Customer's site.
- The FST will break down any boxes for the equipment installed, and clean up wire, plastic, paper or any trash left from the dispatch. The FST will dispose of all debris into Customer's dumpster, if available.
- If the FST determines that the field services cannot be performed successfully, a failure report describing the reason(s) for the failure will be provided to Customer's end user at the affected site.

13. Optional Field Services – Assumptions

- 13.1 **Site Survey.** For the FST to initiate the PacketSmart assessment(s), the FST must have Customer's permission to connect the PacketSmart probes into the end user's network, and Internet access must exist from the end user's network. This connection temporarily disrupts the end user network. For the WAN assessment, the end user's WAN must be in place.
- 13.2 **Installation and Activation.** A field service dispatch for installation and activation assumes one device will be installed. Each additional device will be billed on a per-device basis.
- 13.3 **Move-Add-Change-Delete.** A field service dispatch for Move-Add-Change-Delete assumes one hour on-site. Each additional hour will be billed in fifteen minute increments.

14. **No Protected Health Information.** Customer shall not request or cause Verizon to create, receive, maintain, or transmit "protected health information" (as defined in 45 C.F.R. § 160.103) for or on behalf of Customer in connection with Virtual Comm or in any manner that would make Verizon a "business associate" (as defined at 45 C.F.R. § 160.103) to Customer. In the event Customer acts or uses Virtual Comm in a manner not permitted under this Section, Customer shall (i) be in material breach of this Agreement; (ii) indemnify, defend and hold Verizon harmless against any losses,

expenses, costs, liabilities, damages, penalties, investigations, or enforcement proceedings (including attorneys' fees) arising from or relating to Customer's breach of this Section; (iii) take, at Customer's expense, prompt action to correct and/or mitigate the effects of Customer's breach of this Section; and (iv) provide Verizon with reasonable cooperation and support in connection with Verizon's response to Customer's breach of this Section. Customer shall assume and be solely responsible for any reporting requirements under law or contract arising from Customer's breach of this Section.

15. **Call Recording.** The call recording feature includes an announcement to a caller that the call may be recorded. Customer shall defend, indemnify, and hold harmless Verizon from and against any claims, suits, judgments, settlements, losses, damages, costs or expenses arising as a result of Customer's removal of such notification. Further, the recording of any personal health information ("PHI") is prohibited (see Section 15, above). If Customer utilizes Call Recording, it must supplement the notification of Call Recording with a warning against the provision of PHI by the caller.
16. **911 – Emergency Calling.** The FCC's requirements regarding "interconnected VoIP" are addressed in Appendix I (E-911 – Emergency Calling Terms and Conditions) attached hereto.
17. **Access to CPNI.** Customer's use of Virtual Comm may enable Customer's access to Customer Proprietary Network Information ("CPNI"), which is certain information relating to the quantity, technical configuration, type, destination, location, and amount of use of your telecommunications and interconnected VoIP services purchased from Verizon and related local and toll billing information. As a condition of such access, Customer agrees:
 - To execute a "Designation Of Customer Virtual Comm Administrator(s) With CPNI Authorization" form provided by Verizon (see Appendix II), designating in the form one or more Customer "Administrators" authorized to access CPNI and to identify end-users authorized to access CPNI either directly or via an online application, if applicable; and
 - To cooperate with Verizon's reasonable authentication and security procedures for access to CPNI, including, without limitation, password resets and re-authentication of authorized end-users.
17. **Protection of Customer CPNI and Provision of Customer CPNI to Authorized Customer Representatives**
 - 17.1 Verizon will protect the confidentiality of Customer CPNI in accordance with applicable laws, rules, and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations and/or these Terms of Service.
 - 17.2 Verizon may provide Customer CPNI to representatives authorized by Customer ("Authorized Customer Representatives" as defined below).
 - 17.3 Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to the Customer's postal (U.S. Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's on-line customer portal or other on-line communication mechanisms.
 - 17.4 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who establish or have established their authorization on Customer's behalf (via reasonable procedures developed by Verizon) and/or have existing relationships on Customer's behalf with Verizon customer service or other Verizon representatives. Authorized Customer Representatives include Administrators designated on the required form entitled Designation of Customer Virtual Comm Administrator(s) with CPNI Authorization (see Section 16, above). Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

- 17.5 Customer's notices of authorization or deauthorization must be sent to Customer's service or account manager, and must contain the following information:
- the name, title, postal address, email address, and telephone number of the person authorized or deauthorized;
 - that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI; and
 - the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, as applicable).
- 17.6 If Customer is served by at least one dedicated Verizon representative under a Verizon Service Agreement and/or in connection with purchases of Services under Verizon tariffs (which dedicated Verizon representative can be reached by Customer by means other than calling through a call center), Verizon may suppress significant account change notices to Customer (as described in 47 C.F.R. 64.2010(f)).

18. **Customer Consent to Use of U.S. Customer Proprietary Network Information ("CPNI").** Verizon acknowledges that it has a duty, and Customer has a right, under law to Verizon's protection of the confidentiality of Customer CPNI.

By accepting this document, Customer grants Verizon, solely for the purpose of offering Customer current and future products and services available from Verizon, permission to use, to permit access to, and to disclose Customer CPNI and Confidential Information ("CI") within Verizon and to Verizon's agents, contractors and partners who assist it in providing such products and services to Customer and who have an obligation to protect such information.

Customer has a right to disapprove of the uses of CPNI and CI as set forth above, and Customer may withdraw this consent at any time by notifying Verizon in writing at cpni-notices@verizonwireless.com or cpni-notices@verizon.com. This consent will remain valid until Verizon receives such a notice withdrawing consent. If Customer refuses or withdraws consent for use or disclosure of Customer CPNI and CI, it will not affect Verizon's provisioning of services to which Customer subscribes.

Appendix I

E-911 – Emergency Calling Terms and Conditions

1. **Requirement.** A provider of “interconnected VoIP service” is required by the Federal Communications Commission to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available. “Interconnected VoIP service” means the VoIP service (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the end-user’s location; (3) requires IP-compatible CPE; and (4) permits end-users generally to receive calls that originate on the PSTN and to terminate calls to the PSTN. **911 emergency calling service laws may also apply to Customer and it is solely Customer’s responsibility to understand and comply with such laws.**
2. **E-911 Routing.** Enhanced 911 calling (“E-911”) enables end-users to access an appropriate public safety answering point (“PSAP”) by dialing 911 with Automatic Number Identification (“ANI”) and Automatic Location Identification (“ALI”) displayed at the PSAP. The ANI may be the calling party number (“CPN”) or the billing telephone number (“BTN”) depending on Customer’s configuration. **Pursuant to FCC requirements, Verizon enables the routing of E-911 calls only in locations where such 911 calling is available and only in the limited circumstances described below.** An end-user’s ability to access an appropriate PSAP depends on the type, configuration and location of the phone used. Furthermore, much like access to 911 emergency service via traditional PSTN local service, access to a PSAP will be unavailable if Customer’s access circuit or local gateway fails.
 - 2.1 **ANI/ALI.** E-911 provided via Virtual Comm will pass ANI and the registered primary service address of that ANI as ALI. If Virtual Comm 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.
 - 2.2 **Other Access Limitations.** Common events that can limit access to E-911 via Virtual Comm include but are not limited to:
 - **Loss of Electric Service.** A loss of electric service will interrupt Virtual Comm. Customers are urged to implement a battery backup system for Virtual Comm.
 - **Loss of Broadband Service.** Virtual Comm will be interrupted if the attendant broadband connection is not available.
 - **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, etc.) can limit access to E-911.
 - **Failure to Register New Location of Equipment** Verizon is able to provide access to E-911 only at the end-user’s registered primary service location. If a VoIP phone is used at a location other than at the end-user’s registered primary service location, E-911 will not be available.
 - 2.3 **End-User Notice Requirements.** Customer represents and warrants that it will notify all of its Virtual Comm end-users (i) of the interaction and/or limitations of E-911 with Virtual Comm as set forth herein, (ii) what procedures such end-users must follow for registering a new location prior to moving an IP phone or soft-phone; and (iii) the effects of re-registration of end-user addresses on existing end-user office phones and E-911. Customer shall be solely responsible for any third-party claims and liability arising from Customer’s failure to so notify its end-users.
3. **E-911 and Virtual Comm**
 - 3.1 **PSAP Routing.** If an IP phone or softphone used with Virtual Comm 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, as described below. If Customer or its end-user fail to update the

registered location information, Verizon may suspend Virtual Comm until such information is provided.

3.2 **Change in Registered Location.** Customer's end-users who want to use a Virtual Comm-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.

3.3 **Effect of Change in Registered Location.** Customer's end-users who use a phone at a Customer facility for which Virtual Comm has been enabled, but for which 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; **however, such calls will be directed to the correct PSAP for the ANI, not necessarily for the PSAP serving the Customer facility at which the phone is located.**

4. **Provider Parity.** For purposes of 47 U.S.C. 615a (*Service provider parity of protection*) and with respect to the provision of Virtual Comm, Verizon is an IP-enabled voice service provider.

Appendix II
Designation of Customer Virtual Comm Administrator(s) with CPNI Authorization

Customer	[INSERT CUSTOMER FULL LEGAL NAME]
Signature	
Name	
Title	
Date:	
NASP ID AND GUDUNS ID (where available)	

A. Administrator Access to CPNI and Designation as CPNI Authorizer for Users. On behalf of itself and its affiliates, the Customer named above, through its authorized representative's signature, hereby designates the individuals listed below or in an attachment containing the same data elements, as Virtual Comm Administrators, with the authority to designate end users authorized to access CPNI of Customer and its affiliates, as specified below (collectively "Administrators") for MCI Communications Services, Inc., d/b/a Verizon Business Services and its affiliates set forth in the Service Publication and Price Guide located at www.verizonbusiness.com/guide (collectively or individually "Verizon").

Administrator Name	Title	Tel. No.	Email	Postal Address	Add	Remove
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

Customer will so designate as Administrators all representatives who are authorized to manage Customer's use of Verizon Virtual Comm service, including through the online applications made available by Verizon to Customer for its use. This designation, and any subsequent additions or removals of Administrators, will be effective within a reasonable period after Verizon has received a signed writing with the content set out above. Administrators are authorized to access the Customer Proprietary Network Information ("CPNI")* of Customer and its affiliates.

B. User Access to CPNI via Online Applications. Customer representatives ("Users") designated by Administrators as authorized to access online applications made available by Verizon in connection with Virtual Comm service are also authorized to access the CPNI of Customer and its affiliates through those online applications. This Virtual Comm-specific CPNI access authorization is independent of any general CPNI authorization or deauthorization, and this authorization is not withdrawn by the withdrawal of a general CPNI authorization. In order to withdraw the Virtual Comm-specific CPNI authorization established hereby, a Customer Administrator must permanently withdraw the User(s) access to ICP and all other Virtual Comm-related online applications that may provide access to CPNI.

* CPNI includes information about the quantity, technical configuration, type, destination, location, and amount of use of telecommunications or interconnected voice over Internet Protocol services

purchased from Verizon or its affiliates that is made available to Verizon or its affiliates solely by virtue of your relationship with Verizon or its affiliates and related local exchange or toll billing information.

Appendix III

International Calling Outbound Tiers

<u>Location</u>	<u>Tier</u>	<u>Location</u>	<u>Tier</u>	<u>Location</u>	<u>Tier</u>
Afghanistan	D	French Guiana Mobile Termination	C	Niue	D
Afghanistan Mobile Termination	D	French Polynesia	D	Norfolk Island	D
Albania	C	French Polynesia Mobile Termination	D	North Korea	D
Albania Mobile Termination	D	Gabon	D	Norway	B
Algeria	D	Gambia	D	Norway Mobile Termination	D
Algeria Mobile Termination	D	Georgia	C	Oman	D
Andorra	B	Georgia Mobile Termination	C	Oman Mobile Termination	D
Andorra Mobile Termination	D	Germany	B	Pakistan	C
Angola	C	Germany Mobile Termination	C	Palau	D
Angola Mobile Termination	D	Ghana	D	Palau Mobile Termination	D
Anguilla	C	Gibraltar	C	Palestine	C
Anguilla Mobile Termination	D	Gibraltar Mobile Termination	D	Palestine Mobile Termination	D
Antarctica (Casey, Davis, Macquarie and Mawson Island)	D	Greece	B	Panama	C
Antarctica (Scott Base)	C	Greece Mobile Termination	C	Panama Mobile Termination	C
Antigua & Barbuda	C	Greenland	D	Papua New Guinea	D
Argentina	B	Grenada	C	Papua New Guinea Mobile Termination	D
Argentina Mobile Termination	C	Grenada Mobile Termination	D	Paraguay	C
Armenia	C	Guadeloupe	C	Paraguay Mobile Termination	C
Armenia Mobile Termination	D	Guadeloupe Mobile Termination	D	Peru	B
Aruba	C	Guantanamo Bay	D	Peru Mobile Termination	C
Aruba Mobile Termination	D	Guatemala	C	Philippines	C
Ascension	D	Guatemala Mobile Termination	D	Philippines Mobile Termination	D
Australia	B	Guinea	D	Poland	B
Australia Mobile Termination	C	Guinea Mobile Termination	D	Poland Mobile Termination	D
Austria	B	Guinea-Bissau	D	Portugal	B
Austria Mobile Termination	D	Guyana	D	Portugal Mobile Termination	C
Azerbaijan	D	Haiti	D	Qatar	D
Azerbaijan Mobile Termination	D	Haiti Mobile Termination	D	Qatar Mobile Termination	D
Bahamas	C	Honduras	D	Reunion	C
Bahamas Mobile Termination	C	Honduras Mobile Termination	D	Romania	C
Bahrain	B	Hong Kong	B	Romania Mobile Termination	D
Bahrain Mobile Termination	C	Hungary	C	Russia	C
Bangladesh	C	Hungary Mobile Termination	C	Russia Mobile Termination	C
Bangladesh Mobile Termination	C	Iceland	C	Rwanda	C
Barbados	C	Iceland Mobile Termination	C	Rwanda Mobile Termination	D
Barbados Mobile Termination	D	India	B	San Marino	D
Belarus	D	Indonesia	C	San Marino Mobile Termination	D
Belarus Mobile Termination	D	Indonesia Mobile Termination	C	Sao Tome	D
Belgium	B	Iran	C	Saudi Arabia	C
Belgium Mobile	D	Iran Mobile Termination	C	Saudi Arabia Mobile	C

<u>Location</u>	<u>Tier</u>	<u>Location</u>	<u>Tier</u>	<u>Location</u>	<u>Tier</u>
Termination				Termination	
Belize	D	Iraq	C	Senegal	D
Belize Mobile Termination	D	Iraq Mobile Termination	C	Senegal Mobile Termination	D
Benin	C	Ireland	B	Serbia	C
Benin Mobile Termination	D	Ireland Mobile Termination	D	Serbia Mobile Termination	D
Bermuda	B	Israel	B	Seychelles	D
Bhutan	D	Israel Mobile Termination	D	Sierra Leone	D
Bhutan Mobile Termination	D	Italy	B	Singapore	B
Bolivia	C	Italy Mobile Termination	D	Slovak Republic	C
Bolivia Mobile Termination	D	Ivory Coast	D	Slovak Republic Mobile Termination	C
Bosnia	C	Ivory Coast Mobile Termination	D	Slovenia	C
Bosnia & Herzegovina Mobile Termination	D	Jamaica	C	Slovenia Mobile Termination	D
Botswana	C	Jamaica Mobile Termination	D	Solomon Islands	D
Botswana Mobile Termination	D	Japan	B	Somalia	D
Brazil	B	Japan Mobile Termination	C	South Africa	C
Brazil Mobile Termination	D	Jordan	C	South Africa Mobile Termination	C
British Virgin Is	C	Jordan Mobile Termination	C	South Korea	B
British Virgin Is Mobile Termination	D	Kazakhstan	C	South Korea Mobile Termination	C
Brunei	C	Kazakhstan Mobile Termination	C	Spain	B
Bulgaria	B	Kenya	C	Spain Mobile Termination	C
Bulgaria Mobile Termination	D	Kenya Mobile Termination	D	Sri Lanka	C
Burkina Faso	C	Kiribati	D	Sri Lanka Mobile Termination	D
Burkina Faso Mobile Termination	D	Kuwait	C	St Helena	D
Burundi	C	Kyrgyzstan	C	St Kitts & Nevis	C
Burundi Mobile Termination	D	Laos	C	St Kitts & Nevis Mobile Termination	D
Cambodia	C	Latvia	C	St Lucia	C
Cameroon	C	Latvia Mobile Termination	D	St Lucia Mobile Termination	D
Cameroon Mobile Termination	D	Lebanon	C	St Pierre & Miquelon	D
Canada	A	Lebanon Mobile Termination	D	St Vincent	C
Cape Verde	C	Lesotho	D	St Vincent Mobile Termination	D
Cape Verde Mobile Termination	D	Lesotho Mobile Termination	D	Sudan	C
Cayman Islands	C	Liberia	D	Sudan Mobile Termination	D
Cayman Islands Mobile Termination	C	Libya	D	Suriname	D
Central African Rep	D	Libya Mobile Termination	D	Swaziland	C
Chad	D	Liechtenstein	C	Swaziland Mobile Termination	D
Chad Mobile Termination	D	Liechtenstein Mobile Termination	D	Sweden	B
Chile	C	Lithuania	C	Sweden Mobile Termination	C
Chile Mobile Termination	C	Lithuania Mobile Termination	C	Switzerland	B
China	B	Luxembourg	B	Switzerland Mobile Termination	D
Christmas Island	C	Luxembourg Mobile Termination	C	Syria	C
Cocos Island	C	Macau	C	Syria Mobile Termination	D
Colombia	B	Macedonia	C	Taiwan	B
Colombia Mobile Termination	C	Macedonia Mobile Termination	D	Taiwan Mobile Termination	D
Comorros	D	Madagascar	D	Tajikistan	C
Congo	D	Malawi	C	Tajikistan Mobile Termination	C
Cook Islands	D	Malawi Mobile Termination	C	Tanzania	D
Costa Rica	C	Malaysia	C	Tanzania Mobile Termination	D

<u>Location</u>	<u>Tier</u>	<u>Location</u>	<u>Tier</u>	<u>Location</u>	<u>Tier</u>
Croatia	B	Malaysia Mobile Termination	C	Thailand	B
Croatia Mobile Termination	D	Maldives	D	Thailand Mobile Termination	C
Cuba	D	Mali	D	Togo	D
Cyprus	C	Mali Mobile Termination	D	Togo Mobile Termination	D
Cyprus Mobile Termination	C	Malta	C	Tonga	D
Czech Republic	C	Malta Mobile Termination	D	Trinidad & Tobago	C
Czech Republic Mobile Termination	C	Marshall Islands	D	Trinidad & Tobago Mobile Termination	C
Dem Rep Congo	D	Mauritania	D	Tunisia	D
Denmark	B	Mauritania Mobile Termination	D	Tunisia Mobile Termination	D
Denmark Mobile Termination	C	Mauritius	C	Turkey	C
Diego Garcia	D	Mayotte Island	D	Turkey Mobile Termination	D
Djibouti	D	Mexico	B	Turkmenistan	C
Dominica	C	Micronesia	D	Turkmenistan Mobile Termination	C
Dominica Mobile Termination	D	Moldova	C	Turks & Caicos	C
Dominican Republic	B	Moldova Mobile Termination	D	Tuvalu	D
Dominican Republic Mobile Termination	D	Monaco	B	Uganda	C
East Timor	D	Monaco Mobile Termination	D	Uganda Mobile Termination	C
East Timor Mobile Termination	D	Mongolia	D	Ukraine	C
Easter Island	D	Montenegro	C	Ukraine Mobile Termination	C
Ecuador	C	Montenegro Mobile Termination	D	United Arab Emirates	C
Ecuador Mobile Termination	D	Montserrat	C	United Arab Emirates Mobile Termination	C
Egypt	C	Morocco	D	United Kingdom	A
Egypt Mobile Termination	C	Morocco Mobile Termination	D	United Kingdom Mobile Termination	D
El Salvador	C	Mozambique	C	Uruguay	C
El Salvador Mobile Termination	D	Mozambique Mobile Termination	D	Uruguay Mobile Termination	D
Equatorial Guinea	D	Myanmar	D	Uzbekistan	C
Eritrea	D	Namibia	C	Uzbekistan Mobile Termination	C
Eritrea Mobile Termination	D	Namibia Mobile Termination	D	Vanuatu	D
Estonia	D	Nauru	D	Vatican City	B
Estonia Mobile Termination	D	Nepal	D	Venezuela	B
Ethiopia	D	Nepal Mobile Termination	D	Venezuela Mobile Termination	C
Ethiopia Mobile Termination	D	Netherland Antilles	C	Vietnam	D
Falkland Islands	D	Netherland Antilles Mobile Termination	C	Vietnam Mobile Termination	C
Faroe Islands	C	Netherlands	B	Wallis & Futuna	D
Faroe Islands Mobile Termination	D	Netherlands Mobile Termination	C	Western Samoa	D
Fiji	D	Nevis	C	Western Samoa Mobile Termination	D
Fiji Mobile Termination	D	New Caledonia	D	Yemen	C
Finland	B	New Zealand	C	Yemen Mobile Termination	C
Finland Mobile Termination	C	New Zealand Mobile Termination	D	Zambia	C
France	B	Nicaragua	C	Zambia Mobile Termination	C
France Mobile Termination	C	Nicaragua Mobile Termination	D	Zimbabwe	C
French Antilles (Including Martinique, St. Barthelemy and St. Martin)	C	Niger	C	Zimbabwe Mobile Termination	D
French Guiana	B	Nigeria	C		

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