

VOICE CALL BACK - CLOUD +

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1. GENERAL

1.1 **Service Definition.** Voice Call Back - Cloud is a software as a service (SaaS) solution with voice, digital, and short message service (SMS) capabilities that provide Customer's End-User the option to receive a call back instead of waiting on hold when calling Customer's contact center. Customer configures the business rules, data services, telephony configuration, and web or API-based applications to support both voice and digital experiences.

1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and non-Optimized Service.

1.2 Standard Service Features

1.2.1 **Voice.** This Voice Call Back - Cloud feature provides Customer's End-users with the option to receive a call back rather than wait on hold. The Voice Call Back - Cloud platform manages the request and processes the callback at the appropriate time reconnecting the Customer's End-user with the Customer's contact center.

1.2.2 **Digital.** This Voice Call Back - Cloud feature allows Customer to offer "call me" options on Customer's website, inside mobile applications, from within a chat window, or through an SMS allowing Customer's End-users to transition from a website or mobile application to the Customer's contact center without having to place a call, navigate an interactive voice response system, and wait on hold.

1.2.3 **Messaging.** This Voice Call Back - Cloud feature transitions voice calls to an SMS chat when Customer's End-user is presented with a callback option.

1.3 Customer Responsibilities

1.3.1 **Access.** Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for accuracy and legality of Customer Content and all activity in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Verizon promptly of any such



unauthorized access; and (iv) may use the Service only in accordance with applicable law and the technical documentation within the Service's dashboard.

- 1.3.2 **Acceptance.** Customer shall have 30 days from date of receipt of Voice Call Back - Cloud to test such Services for defects and nonconformity with sSpecifications. Absent written notice from Customer within such 30-day period, Customer shall be deemed to have accepted the Services. If Customer provides notice of rejection of the Services, Verizon shall have 45 days to correct defect or nonconformity with sSpecifications. Customer may withhold payment for the Services if payment would otherwise be due during the time Verizon is allotted to correct defects or nonconformity. If Verizon does not make such corrections within the 45-day period, Customer may elect to terminate the Order or SOW for the nonconforming Services and receive a full refund of any amounts paid for the non-conforming Services.

2. SUPPLEMENTAL TERMS

- 2.1 **Protected Health Information (U.S. only).** Customer will not use the Service in a way that causes Verizon to create, receive, maintain, or transmit protected health information (PHI) that would make Verizon a business associate to Customer (as both terms are defined at 45 C.F.R. § 160.103). To the extent this prohibition is violated, Customer is fully responsible for the consequences.
- 2.2 **Performance Information.** Verizon may compile aggregate and anonymized data related to the performance of the Service and may make such information publicly available, provided that such information does not identify Customer or any user's Confidential Information or Customer Content, and there is no means to re-identify the Confidential Information or Customer Content.
- 2.3 **End User License Agreement.** Customer's use of the Service shall be governed by the terms of service, including all policies, found online at <https://vhtcx.com/subscription-terms-of-service/>

3. SERVICE LEVEL AGREEMENT

The service level agreement for Voice Call Back - Cloud may be found at the following URL:
<https://enterprise.verizon.com/service/voice-call-back-cloud-sla.pdf>

4. FINANCIAL TERMS

- 4.1 **Optimized Services.** Customer will pay the charges specified in the Agreement and at the following URL, as applicable: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm
- 4.2 **Change Orders.** Change orders will not be permitted once Customer agrees to a Service Commitment period.
- 4.3 **Early Termination Liability.** Notwithstanding the Early Termination provision in the Customer's Master Terms (if any), if Services subject to a Service Commitment are terminated by Customer pursuant to a termination for convenience provision or by Verizon for cause or insolvency, on or after the Commencement Date but before the Activation Date, Customer shall pay 100% of the Monthly Recurring Charge (MRC) that would have been payable for the Services for the remaining unexpired part of the Service Commitment together with any third party termination charges related to such termination as notified by Verizon; or (b) Activation Date but prior to the expiration of the Service Commitment, Customer shall pay an Early Termination Charge equal to 100% of the Recurring Charges that would have been payable for those Services for the remaining unexpired part of the Service Commitment.



5. **DEFINITIONS.** The following definitions apply to Voice Call Back Cloud+, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm.

Term	Definition
Customer Content	All content and information stored by Customers and End Users in the Services.
End User	Customer's direct users of the Services provided under this Agreement.