



Contact Center As A Service – Virtual Contact Center +

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1. **SERVICE DESCRIPTION.** Contact Center as a Service - Virtual Contact Center + (hereinafter, “Virtual Contact Center” or the “Service”) is a network-based multimedia automatic call distribution (ACD) offering that provides intelligent call routing fully managed within carrier-grade application hosting facilities. Virtual Contact Center includes the ability to provision contact center agents (“Agent(s)”) and supervisors (“Supervisor(s)”) via a web-based interface and to establish routing plans to send inbound phone calls (from Customer-identified and Verizon-provisioned IP inbound numbers), chats and emails (from Customer-identified and -provisioned Customer websites) to Customer-identified and -provisioned Agents. To use the phone call routing capabilities of Virtual Contact Center, Customer must also purchase either Verizon’s IP Contact Center Service (VoIP Inbound Toll Free and/or Local Origination) and/or Verizon’s Private IP Service, contracted separately.

2. TERMS AND CONDITIONS

2.1 **Commencement.** Virtual Contact Center shall commence on the date that the Agreement or Amendment thereto incorporating Virtual Contact Center, as applicable, is executed by Verizon and Customer (the “VCC Effective Date”). Customer’s “Initial Commitment Period” shall begin upon implementation of the Service or within sixty (60) days of the VCC Effective Date, whichever is earlier, and end upon the completion of the initial one-, two-, or three-year Service Commitment Period selected by Customer. Customer will contact Verizon not less than sixty (60) days prior to the expiration of the Initial Commitment Period or any subsequent commitment period to determine whether Virtual Contact Center is to renew for an additional 12-month or longer commitment period. The Initial Commitment and any subsequent periods shall be referred to as the “VCC Service Commitment Period.”

2.2 **Acceptable Use Policy.** Virtual Contact Center shall be considered an “Internet Service” for purposes of Verizon’s Acceptable Use Policy and Customer requirements related thereto set forth in the Agreement.

2.3 **Service Modification by Verizon.** Verizon reserves the right to modify Virtual Contact Center from time to time by providing Notice to Customer as set forth in the Agreement; provided that Customer may terminate Virtual Contact Center without penalty in the 30 days following implementation of any change to Virtual Contact Center that has a material adverse affect on the functionality of the Service if Verizon fails to correct the adverse effect in the ten (10) days following Customer’s written notification to Verizon of such effect. Verizon, its affiliates or subcontractors, may perform some or all of Verizon’s duties and/or obligations hereunder.

2.4 **Supportable Platforms.** Prior to implementing access to Virtual Contact Center, Verizon will inform Customer as to the operating systems and Internet browsers by which access to Virtual Contact Center is supported. Customer’s Agents must access the Virtual Contact Center platform using direct Internet access, i.e., without routing through a network-based proxy server.

2.5 **Early Termination Charges.** If Customer terminates Virtual Contact Center prior to the expiration of its VCC Service Commitment Period, or if Verizon terminates the Agreement or Virtual Contact Center for cause prior to the expiration of the VCC Service Commitment Period, Verizon reserves the right to bill



Customer (i) any outstanding charges for Virtual Contact Center to the date of such termination, plus (ii) an amount equal to the number of months and portions of months remaining in the VCC Service Commitment Period times the applicable MRC(s).

2.6 **Supervisors/Agents.** Customer will identify (name) “Supervisors” and “Agents” authorized to use and log in to Virtual Contact Center, and may subsequently modify the number of Supervisors and/or Agents so authorized. The number of Supervisors and/or Agents using Virtual Contact Center can increase or decrease from month to month, but never decrease below the Minimum Agent Requirement. Any Supervisor and/or Agent who logs in during a month will generate a single MRC for the month, regardless of the number of times such Supervisor/Agent logs in.

2.7 **Standard Support.** Standard support for Virtual Contact Center includes the provision of assistance to end users on a 24x7x365 basis for any event generated within the Virtual Contact Center platform that results in an effective cessation of Service or Customer-purchased Service feature. Virtual Contact Center support is available via telephone and email.

Customer acknowledges and agrees that non-standard support services will be performed and billed to Customer in accordance with a statement of work to be mutually agreed upon prior to the delivery of non-standard support services. If non-standard support services are provided, Customer also shall be billed for materials and travel expenses, as applicable, in accordance with Verizon’s standard policies for billing such items.

2.8 **Service Level Agreement.** The Service Level Agreement (“SLA”) for Virtual Contact Center is set forth in Section 4 below, which is made a part of this Agreement. Verizon’s records and data shall be the basis for all SLA calculations and determinations. The SLA sets forth Customer’s sole remedies for any claim relating to Virtual Contact Center, including any failure to meet any service level set forth in the SLA.

2.9 **No Resale.** Resale or use of Virtual Contact Center by an organization other than Customer is prohibited.

2.10 **Access to CPNI.** Use of Virtual Contact Center may enable users to access Customer Proprietary Network Information (“CPNI”). As a condition of such access, Customer agrees:

- that the Agreement to Protect CPNI to which it has separately subscribed applies;
- that only Customer’s CPNI Administrator can authorize individuals to use Virtual Contact Center, and that such authorization authenticates that such individuals are, in fact, so authorized by Customer; 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 users.

2.11 **Call Recording.** The Customer warrants that the call recording feature includes an announcement to a caller that the call may be recorded and the true purpose for such recording (for example, for quality assurance purposes) at the beginning of the call. The announcement may be done by an automated recording or by a live Customer agent, as required by applicable law. Customer agrees to obtain the consent of call participants as required by applicable law, including any laws that prohibit the conditioning of consent upon participation on the call. Where required by applicable laws and regulations Customer employees shall afford callers with the option to continue with the call without being recorded and to be able to revoke consent to call recording during the call, at which point the recording shall be stopped and all recorded material shall be deleted. In addition, where required by law, Customer must afford the caller access to a copy of the recording. Customer shall indemnify and hold harmless Verizon from any end user or other third party claims related to these Customer warranties.

2.11.1 **Russia Data Localization.** Customer warrants that all recorded personal data related to Russian citizens is the responsibility of Customer and that Customer will store such recorded data solely in Russia.



- 2.12 **Call Monitoring.** Customer represents and warrants that: (i) where Customer's employees' calls are recorded, the Customer has the requisite authority and the Customer's employees' consents to use, process, and transfer such employees' personal data (including transfers to third countries that do not have equivalent or adequate data protection laws) solely for purposes of contact center functions and interactions; (ii) if the Customer's employees' recorded calls are used for the purpose of workforce performance monitoring and/or disciplinary reasons, Customer will consult all European Works Councils for operation of the Service for EU based Customer employees; and, (iii) Customer will comply with all Data Protection regulators' notifications and/or registration obligations related to the operation of the Service, including for Customer's recordings of employees' calls. Customer shall indemnify and hold harmless Verizon from any Customer employee or other third party claims arising from a breach of these Customer warranties.
- 2.13 **Emergency Calling.** Virtual Contact Center is not a voice service and can only be used to receive inbound calls and make outbound calls, including emergency calls, when used with third party provided or Verizon provided VOIP or TDM services. Customer's use of Voice-enabled Virtual Contact Center may be subject to emergency calling requirements, and specifically in the U.S., 911 calling requirements arise from the associated VoIP Service. Notwithstanding the Emergency Calling Terms and Conditions applicable to Customer's use of VoIP Service, the following additional restrictions will apply with respect to Customer's use of Voice-enabled Virtual Contact Center.
- 2.13.1 **End User Notification.** Customer is solely responsible for informing its end users about the emergency calling restrictions. Customer's failure to do so may result in emergency calls being sent to the wrong location and thus delay or preclude emergency service response, which could result in injury or death.
- 2.13.2 **Wireless Devices.** Voice-enabled Virtual Contact Center does not support emergency calling from wireless devices such as smart phones and other devices that provide native voice calling. End users must make emergency calls via their own separate wireless device using their carrier's wireless network.
- 2.13.3 **PCs, Laptops and Tablets.** Emergency calling via Voice-enabled Virtual Contact Center is not supported on computer tablets or other similar devices that have been integrated with Virtual Contact Center VoIP features through a software client. Such calls, if delivered at all, may be delivered to the wrong public safety facility and thus delay or preclude emergency service response, which could result in injury or death. End users of such devices must use other means to make an emergency call.
- 2.14 **Use of Sensitive Personal Information.** Verizon intends that personal information about individuals ("Sensitive Personal Information" or "SPI") not be stored within the Virtual Contact Center platform. To the extent Customer does store SPI within the Virtual Contact Center platform, Customer does so entirely at its own risk.
- 2.15 **Customer Satisfaction Guarantee.** Notwithstanding Section 2.5 above (Early Termination Charges) or Customer's VCC Service Commitment Period, Customer may terminate Virtual Contact Center at any time during the first 90 days of the Initial Commitment Period without penalty or further liability beyond charges incurred.
- 2.16 **India.** This clause applies if Virtual Contact Center will be accessed from India. Prior to the Service Activation Date the Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving Service in India, the document in the form set out in Schedule 1 hereto ("Inspection Pro Forma").
- 2.16.1 **India Call Detail Records.** In accordance with regulatory requirements as applicable to Other Service Providers (OSP) in India, Customers, and Customers' Affiliates in India, accessing Virtual Contact Center



services in India shall be responsible for retaining the call detail records onsite in India as per the time period mentioned in OSP guidelines, as may be amended from time to time.

2.17 **Latin America Outbound Calling.** When the Service is used for outbound calling in Columbia, Costa Rica, El Salvador, and Guatemala, Customer is solely responsible for compliance with requirements and regulations in each jurisdiction its Supervisor or Agents are located in regarding do not call lists, time restrictions for telemarketing calls, display of the legitimate number the customer is calling from, and blocking spoofed calls, as applicable.

2.18 **Telephone Consumer Protection Act (TCPA).** The Federal Communications Commission (FCC) requires that Verizon, as the software platform provider, not transmit calls which will violate the TCPA. Verizon does not have any knowledge or control over which callers will be contacted using Virtual Contact Center. Customer therefore agrees to comply with all the requirements and regulations set forth in the TCPA or similar laws or regulations in the country where Virtual Contact Center is provided by Verizon and used by Customer and shall ensure that callers have provided the requisite consent as may be necessary under the TCPA or similar laws or regulations in the country where Virtual Contact Center is provided by Verizon and used by Customer.

3. DEFINITIONS

Term	Definition
Concurrent User	A measurement of end users who simultaneously log into the Virtual Contact Center Agent interface during a billing period. The user may or may not be assigned “monitor,” “whisper coach,” and/or “barge” agent permissions.
Configured Individual User	Any individual user (regardless of role or permissions) who has access to the Service with an active account. An individual user is considered a “Configured Individual User” whether or not he/she logged in during the billing interval but only for so long as he/she has an active account.
Ordered Individual Users	The number of individual users (regardless of role or permission) to be created within Virtual Contact Center upon Service implementation.
Unique User	An individual user who logs into the Virtual Contact Center Agent or Supervisor interface at least one time during a billing period and is configured to handle media and/or is assigned the “monitor,” “whisper coach,” and/or “barge” agent permissions.

4. **SERVICE LEVEL AGREEMENT.** The service level agreement (SLA) for Virtual Contact Center may be found at the following URL: www.verizonenterprise.com/external/service_guide/reg/cp_ccasvcc_sla.pdf.

5. **FINANCIAL TERMS.** Customer will pay the charges for Virtual Contact Center specified in the Agreement, including those at the following URL:

http://www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm.

Schedule 1 – Inspection Pro Forma

Schedule 1 – For customers ordering Virtual Contact Center that will be accessed in India, please click here (at www.verizonenterprise.com/external/service_guide/reg/cp_ccasvcc_inspection_proforma.dotm) for the Inspection Pro Forma.