



VISUAL COMMUNICATIONS + With optional PINNACA SERVICE (Schedule A)

Customer may purchase either Visual Communications or Pinnaca Service, or both.

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1. GENERAL

1.1 **Service Definition.** Visual Communications combines Zoom Video Conferencing with Verizon's dial-in and dial-out audio connectivity, providing a multipoint service enabling Customer to conduct a collaboration session and transmit text, documents, data or images (collectively, data) via the Internet. Data can be sent on a one-way, one-to-many, view-only basis or on a multipoint, many-to-many, collaborative basis. Meeting Leaders must have browser access to the Internet or the available Zoom Video Conferencing desktop/mobile applications. Leaders and Participants may include an accompanying audio conference bridge to join from a telephone. Customer's use of features, including new features, is governed by applicable terms and conditions and Customer will pay then-current standard rates.

1.2 **Standard Service Features**

1.2.1 **Zoom Video Conferencing.** Zoom Video Conferencing (Zoom) is a cloud-based platform that delivers a complete collaboration experience, including application sharing and video conferencing.

1.2.1.1 **License Subscription Options**

- **Named User.** The Named User license subscription grants an identified Leader access to the Zoom application and the ability to host an unlimited number of meetings each month, provided that the Leader may only host one meeting at any given time. Named User license subscriptions are individualized and may not be shared or used by anyone other than the Employee to whom the Named User license subscription is assigned. Named User license subscriptions are available with Pro, Business and Enterprise Meetings, as described below.
- **Active Host.** The Active Host license subscription allows Customer to pay only for the population that is actively using Zoom while making Zoom available for a base population of user defined by the Customer. The Active Host license subscription is only available with Enterprise Meetings.
- **Enterprise Plus.** The Enterprise Plus license subscription allows Customer to pay for a named user population, with an additional 20% more licenses to allow for growth.



1.2.1.2 **Meeting Service Options.** Verizon offers the following meeting service options with Zoom, subject to certain limitations based on the option selected. Customer must choose one of the following three meeting service options per Service instance:

	Pro Meetings	Business Meetings	Enterprise Meetings	Enterprise Plus
Participant Count (Including Leader)	100	300	500	1000
Minimum License Purchase	10	20	50	2500
Base Webinar Included	No	No	Yes	Yes (1000)
Storage	1GB	1GB	Unlimited	Unlimited
License Subscription Availability	Named User	Named User	Named User, Active Host	Named User
Optional Add-Ons	Additional Cloud Storage, Cloud Room Connector, Rooms License, Large Meeting Add-on 500 and Large Meeting Add-On 1000, all Webinars	Additional Cloud Storage, Cloud Room Connector, Rooms License, Large Meeting Add-on 500 and Large Meeting Add-On 1000, all Webinars	Cloud Room Connector, Rooms License, Large Meeting Add-On 1000, all Webinars	Cloud Room Connector*, Rooms License**, All Webinars *Included with Enterprise Plus Meetings License **A Zoom Room is included for every 50 Enterprise Plus Meetings License

1.2.1.3 **Meeting Service Optional Add-On Features**

- **Large Meeting Add-On.** The Large Meeting Add-On allows Customer to increase the number of Participants that can join a meeting event. This add-on feature is charged on a per Named User basis.
- **Cloud Room Connector.** Cloud Room Connector allows traditional H.323/SIP room systems to join Zoom meetings. This add-on feature is charged on a per concurrent device connection basis. Customer selects how many concurrent connections are required and the charge is assessed on a monthly basis.
- **Zoom Rooms.** Zoom Rooms is a software-based video conferencing room solution. By installing the Zoom Rooms application, Customer can use a tablet, a PC, monitor, and USB camera to create a video conference room. This add-on feature is charged on a monthly recurring basis based on the number of licenses ordered.
- **Webinar.** The Webinar feature supports up to 100 panelists with video, voice and screen sharing to more than 10,000 attendees, depending on the option selected. It also enables Facebook Live and YouTube integrations. This add-on feature is charged monthly on a per Named User basis.
- **Webinar Per Event.** The Webinar Per Event is equivalent to the Webinar feature but charged on a per event basis rather than a monthly recurring charge.
- **Cloud Storage.** Customers with Pro Meetings and Business Meetings may order storage with their service.
- **Cloud Storage Overage.** Customers using Cloud Storage with their Business Meetings will be charged a per gigabyte fee for any storage over what they ordered.



1.2.1.4 **Zoom Operational Reports.** Operational Reports will be available on the Zoom Administrative Portal which is made accessible to Authorized Customer Representatives.

1.2.1.5 **Voice over IP.** Voice over IP (VoIP) is a feature that sends audio from a meeting over the Internet, instead of the PSTN over a TDM-based telephone connection. The VoIP feature is integrated in the solution and accessed via computer using speakers or headphones with a microphone. VoIP is not available in all countries.

1.2.2 **Verizon Audio Conferencing Access**

1.2.2.1 **Audio Access for Zoom.** Verizon Audio Access for Zoom (Audio Access) provides audio connectivity for a user to connect between their calling station and the Zoom platform. The Audio Access service provides connectivity from and to the PSTN network to complete calls when necessary. Pricing is on a per minute use basis. Leaders and Participants may access the Audio Access platform using Local Freephone or Local Toll Access numbers. The Number Set assigned to Customer is shared among multiple customers. Leaders and Participants may have the Audio Access platform call out to them using the dial out option. If Customer utilizes Verizon-provided retail VoIP IP Trunking Service, traffic will be considered on-net and will not be assessed on a per minute of use charge for traffic originating from and terminating to calling stations associated with that service.

1.2.2.2 **Service Availability.** Audio Access is available in the United States (U.S.). Outside of the U.S., availability will vary country-to-country and Verizon will confirm (or deny) specific country availability upon Customer's request.

1.3 **Customer Responsibilities**

1.3.1 **Responsibility for Charges.** Customer shall be responsible for payment of rates, fees, charges and surcharges incurred for all use of Visual Communications Services, including without limitation unauthorized use of Visual Communications Services.

1.3.2 **Administration of Service.** Customer must identify the Site Administrator who will be responsible for all administrative duties for the Customer-specific service instance. The Site Administrator has control over the management of the user base and will perform such functions as adding or deleting Leaders, deleting or assigning roles of Hosts and enabling add-on features. The Administrator will manage the enablement of meeting controls, such as enabling and disabling recording, chat and notifications. Customer is responsible for managing the features made available.

1.3.3 **Call Recording Storage Policy.** Call recordings that are six months or older may be deleted by Verizon or its vendor with no prior notification to Customer. It is recommended that Customer download important call recordings prior to that time.

2. **SUPPLEMENTAL TERMS**

2.1 **Emergency Calling.** The calling features of Visual Communications are not voice services and cannot be used for making emergency calls. The calling features of Visual Communications can only be used to receive inbound calls and make outbound calls to and from the audio conference bridge.

2.2 **Protected Health Information (U.S. only).** If Customer is a HIPAA-covered entity, this provision will apply. 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). If Customer uses Conference Recording, Customer will prohibit the discussion of PHI. If PHI is discussed and recorded, Customer's Moderator will delete all such references from the recording. In connection with Visual Communications, Verizon does not create, receive, maintain, or store PHI as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009. Visual Communications is not equipped to store or otherwise maintain such PHI. Therefore, although it is possible for Customer to record PHI via a Conferencing recording feature, Customer agrees that neither it nor its Participants will use Visual Communications to engage in such recording or store PHI. To the extent this prohibition is violated, Customer is fully responsible for the consequences.

2.3 **On Line Password for Access to Service and CPNI.** At the time Visual Communications service is established, Verizon will provide Customer's designated billing point of contact (Billing POC) with a Password, which Customer and the Billing POC may use to access Visual Communications services and obtain information about Visual Communication services on-line that may include Customer Proprietary Network Information (CPNI). In order for the Billing POC to receive the Password, Customer will name the Billing POC as a CPNI authorizer following the process set forth in the Agreement. Customer agrees that the Billing POC is authorized to use the Password to establish Visual Communications for Customer personnel and to disclose the Password for Visual Communications and CPNI access to other personnel of Customer, and that such personnel are authorized by Customer to access Visual Communications and CPNI. Customer will be solely responsible for use and disclosure of the Password by Customer personnel.

2.4 **Zoom Terms of Service.** The Zoom Terms of Service shall govern Customer's use of the Zoom service. The Terms of Service, including all policies, may be found on line at <https://zoom.us/docs/en-us/EULA-terms-of-service.html>.

2.5 **Call Recording.** Customer may record the web and voice aspects of the conferences provided under this Service. Customer agrees to obtain the consent of all Participants, as required by applicable law, including any laws that prohibit the conditioning of consent for participation on the conference. Verizon is not responsible for managing or deleting Customer's call recordings. Customer is responsible for compliance with any applicable laws, regulations or policies specified herein with regard to call recordings, retention periods and deletion.

2.6 **Service Commitment Period**

2.6.1 **Service Commitment.** Unless otherwise stated in the Customer quote, the minimum Service Commitment period for Visual Communications is 12 months. In addition, and unless otherwise stated in the Customer quote, the minimum Subscription Period for Zoom Video Conferencing is 12 months, when the Named User license subscription is purchased. Alternatively, and unless otherwise stated in the Customer quote, the minimum Subscription Period for Zoom Video Conferencing is 24 months, when the Active Host license subscription is purchased. The Subscription Period begins on the day Verizon notifies Customer that the Service instance is ready for use. If the length of Customer's Subscription Period extends beyond the current Service Commitment period for Visual Communications, the Service Commitment period for Visual Communications shall extend for the full duration of Customer's Subscription Period.

2.6.2 **Service Termination.** If (a) Customer terminates Visual Communications or the Agreement before the end of the Service Commitment period for reasons other than Cause; or (b) Verizon terminates Visual Communications or the Agreement for Cause before the end of the Service Commitment period pursuant to relevant sections in the Agreement or this Service Attachment, then Customer will pay, within 30 days after such termination, (i) an amount equal to the number of months remaining in the Service Commitment



period multiplied by the applicable Monthly Recurring Charge (MRC), plus (ii) a pro rata portion of any and all applicable credits received by Customer.

2.6.3 **Service Non-Renewal Notice.** If Customer does not wish to renew its Zoom subscriptions, it must notify Verizon 45 days prior to the end of its current Subscription Period by using the Verizon Enterprise Center (VEC) portal. Otherwise, Customer pays applicable charges for the subscriptions at the newly-determined level for an additional 12 month period upon the expiration of its current Subscription Period.

2.7 **Verification.** Verizon may review pertinent Customer records during Normal Working Hours to verify Customer's usage of the Named User packages.

3. FINANCIAL TERMS

3.1 **General.** 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.

3.1.1 Taxes- Primary Place of Use (U.S. only)

3.1.1.1 In the case of conference calling services, Customer will designate in writing the primary place of use (PPU's) that should be used by Verizon for taxing purposes. If Customer does not designate any PPU's, Customer agrees that Verizon should use the headquarters location for taxing purposes. Further, Customer will use commercially reasonable efforts to maintain records that reasonably substantiate the location(s) designated as the PPU and provide such records upon request from Verizon in the event Verizon is required to demonstrate the accuracy of the PPU to government authorities. In the event a government agency determines that the PPU is wrong or not properly substantiated, Customer will be responsible for any additional Taxes, fees or surcharges plus penalties and interest imposed due to a change in PPU or taxable location at such time that Verizon is required to pay such assessment.

3.1.1.2 If Customer designates a PPU outside of the U.S., it remains Customer's responsibility to comply with the laws of any tax jurisdiction in which it operates with respect to the applicability of all Taxes, including any requirement to self-assess or otherwise account for Taxes. In the event any taxing or governmental authority asserts that Customer should have self-assessed or otherwise accounted for Taxes on any purchases made pursuant to this Agreement, Customer agrees to be responsible and hold Verizon harmless from and against any claim or liability (including the Tax and associated interest, penalties, or other charges) which may arise as a result.

3.1.2 **Verizon Audio Conferencing Access Service Rates.** All per minute rates are per bridge port. Calculation of usage begins at the connect time of the first Participant and ends when the last Participant in the conference disconnects. If a computed charge includes a fraction of a currency unit, the fraction is rounded up to the nearest whole amount. All per minute charges will be rounded up to the next full minute.

3.1.3 **Zoom License Subscription Model.** Customer will pay a license fee per Leader license requested. Verizon has the right to invoice Customer for any number of Customer-assigned Leaders that are greater than the number of licenses ordered by Customer.

3.1.3.1 Active Host

- Customer identifies a base population of users that could potentially use Visual Communications. The entire base population is then provisioned with a license and every user in the population is able to use the product at any time. Customer commits to initially pay for either 10%, 20% or 30% of the



population for the first year of service. A higher initial commitment level leads to a lower per license fee. Customer also receives a discount based on the volume tier represented by the committed license volume. That tier is maintained through the life of the Contract. The tier is based on the number of committed licenses versus the number of users in the base population.

- Customer usage is monitored in months 9, 10 and 11 of each contract year. The number of active users in each month will be averaged to determine the number of licenses the Customer must pay for in the following year. Each user that hosts at least one meeting will be counted as an active user.
- The price per license will remain the same through the life of the Contract. However, the commitment level may be increased (trued up) in subsequent years based on the number of active users in the previous year.
- In year two, the true up will be capped at 40% of the original base population regardless of actual true up usage. In years three, four and five, the true up is capped at 60%.
- Customer may change the underlying population size, but the committed number of users cannot go below the actual billed licenses at the time of the change.

3.1.3.2 Enterprise Plus

- Customer identifies a named user-based population that will serve as the initial paid license count. The Customer will receive 120% of this license count.
- If Customer exceeds 120% of its license count at year end, the value of activated named user license count vs. initial paid license count, assuming greater, is the new paid license value.
- If the activated named user license count is lower than the initial paid license count, the Customer will pay for the initial paid license count.

4. **DEFINITIONS.** The following definitions apply to Visual Communications in addition to those identified in the Master Terms of the Agreement.

Term	Definition
Audio Conferencing	Multiple audio lines connected for a multi-point phone call.
Administrative Portal	A website accessible to the Customer-identified administrator for the system. The Administrator can make changes to the site, add/delete/modify users, pull reports, and support the overall management of the solution.
Capacity	The number of Participants that may attend each meeting.
Leader (or Host)	The Customer contact requesting a conference.
Local Freephone	The access method that allows meeting Participants to access a conference call via a number that is toll free in the United States and parts of Canada or freephone numbers globally.
Local Toll Access	The access method which provides the Leader or Participant with a direct dial number to the conferencing bridge.
Number Set	The phone numbers users will dial to reach the audio bridging platform.
Participant	Any Customer-authorized party joining a conference.
Password	An authorization code provided to Customer's Billing point of contact.
Subscription Period	A period of time for which Customer is committed to pay for a particular Standard Service Feature. A Subscription Period commences on the Service Activation Date of the Standard Service Feature to which it relates.
Site Administrator	Person responsible for all administrative duties for the Customer-specific website.

Schedule A

PINNACA SERVICE

1. GENERAL

1.1 Service Definition

2. AVAILABLE VERSIONS

2.1 Managed Services

2.2 Video Conferencing Support

2.3 Video Conferencing Bridging

2.4 Customer Support Center

2.5 Performance Reports

3. SUPPLEMENTAL TERMS

3.1 Customer Responsibilities

3.2 Emergency Calling

3.3 Protected Health Information

4. FINANCIAL TERMS

4.1 Optimized Service

4.2 Primary Place of Use Tax

1. GENERAL

1.1 **Service Definition.** Pinnaca manages Customer's video conferencing system, including 24/7 monitoring of Customer's existing end-point devices and updating of related software, and provides related workforce adoption and usage training. Operator services and a portal for scheduling are also available, as well as Pexip's cloud-based video conferencing as a service. For optimal performance, Customer may connect directly to Pinnaca using the Secure Cloud Interconnect feature of Verizon's Private IP service.

2. AVAILABLE VERSIONS

2.1 **Managed Services.** Pinnaca will manage endpoints, software, changes and incidents. Customer selects either Video Conference Connect Cloud or Customer Hosted. Verizon and Customer must enter into an Extranet Agreement to support connectivity to Customer's network.

2.1.1 **Video Conference Connect Cloud.** Monitoring and management is cloud-based, and is available in multiple countries in the North American, EMEA and Asia Pacific regions.

2.1.2 **Customer Hosted.** Monitoring and management is provided by means of Service Management Units that Customer installs on its premises. Customer provides access to Pinnaca. Customer Hosted is available in the US, UK, Canada and Hong Kong.

2.1.3 **Deployment.** Managed Services deployment includes:

- Configuration of endpoints
- Onboarding and certification of endpoints and infrastructure devices
- Project coordination
- Equipment, user, and best practice standard training and documentation
- Provision of sign-on credentials for Pinnaca tools



Customer will provide Pinnaca with exclusive administrative access to endpoints to enable Pinnaca to provide Managed Service. Purchase and physical installation of endpoints is not included in the Pinnaca Service.

- 2.1.4 **Acceptance.** When configuration is complete, Customer will have 5 days to accept the Managed Services. Customer will notify Verizon that either: (i) the Service is accepted; or (ii) the Service is not accepted (specifically describing how the Service is deficient), and Verizon will correct the deficiency. The date the Service is accepted is the Activation Date. If Customer fails to notify Verizon of acceptance or non-acceptance, then the Service is deemed accepted, and Verizon may assign a date to be the Activation Date.
- 2.1.5 **Training.** Pinnaca provides remote training to Customer's administrators and end users. Customer will provide use cases and designate administrators to receive training. Because the training is interactive, attendance is limited, and train the trainer arrangements are recommended.
- 2.1.6 **Best Practice Support.** Pinnaca will monitor manufacturers' new releases that affect end user interfaces and the use of video technology, and provide updated manufacturer user, endpoint, Virtual Meeting Room and best practice documentation and videos.
- 2.1.7 **Software Release Management.** If Customer has a third-party software maintenance agreement then, depending on the manufacturer, Pinnaca may be able to remotely test software, back up the configuration, download new software, restore configuration, and recertify endpoints. This Service includes up to 2 software updates per year for each device under management. Customer must schedule software upgrades at least 30 days in advance, and provide a letter of agency allowing Pinnaca to act on Customer's behalf. Any software changes to endpoints covered as part of the Managed Services, even if performed by Customer, will require a Change Management form.
- 2.1.8 **Asset Management.** Asset data will be gathered, documented, and stored for reference and reporting.
- 2.1.9 **Global Directory Management.** Entries into Customer's global address book will be created for all certified endpoints and all Virtual Meeting Rooms. Changes are limited to 3 per month per managed endpoint.
- 2.1.10 **Hardware Recertification.** Endpoints and infrastructure that Customer replaces can be recertified at an additional cost.
- 2.1.11 **Third Party Escalation Support.** Subject to third party maintenance agreement terms, Pinnaca may interface with equipment manufacturers on Customer's behalf; provided that Customer provides all necessary device details.
- 2.1.12 **Configuration Management.** Physical and logical configurations will be maintained, and Pinnaca will assist customer to restore configurations if needed.
- 2.1.13 **Change Management.** A process is provided for moves, adds, changes and disconnects.
- 2.1.14 **Reporting.** A user-friendly portal is provided for Customer to access historical analysis of call issues and quality, adoption, endpoint utilization, infrastructure capacity and utilization, meeting and endpoint details, and capacity analysis. Real-time analysis is available for devices status, infrastructure capacity, active calls active Virtual Meeting Rooms, and active call quality.



2.1.15 **Monitoring.** Devices and infrastructure under management are continuously monitored when they are on, and investigations of alerts are done remotely, provided Customer has provided access and necessary data.

2.1.16 **Technical Reports.** Monthly technical reports are provided regarding manufacturer releases and patches.

2.2 **Video Conferencing Support.**

2.2.1 **Operator Assisted and Operator Attended Conferences.** With Operator Assisted service, an operator will attend the call until all participants have acceptable video and audio quality. With Operator Attended service, the operator will stay on the call to provide immediate assistance for any issues that arise. Customer may select from several conferencing services, as Operator Assisted and Operator Attended are provider-agnostic.

2.2.2 **Recording and Streaming.** A unique video address is provided for each streaming event. A personal recorder may be shared among users.

2.2.3 **Dedicated DID and IVR.** For additional call routing control, Customer may order dedicated Direct Inward Dialing numbers and Interactive Voice Response service.

2.2.4 **Scheduling.** Pinnaca provides an online portal for conference scheduling.

2.3 **Video Conferencing Bridging.** Pinnaca offers virtual meeting service from Pexip, which allows participants to join meetings using either WebRTC browser or a downloadable, brandable desktop client. Virtual meetings include video, audio and content sharing capabilities. A call scheduling app is also available.

2.4 **Customer Support Center.** Support is available to administrators and users 24x7x365, for Managed Service, Video Conferencing Support, and Video Conferencing Bridging.

2.5 **Performance Reports.** Monthly Performance Reports are available for Managed Service, Video Conferencing Support, and Video Conferencing Bridging.

3. **SUPPLEMENTAL TERMS**

3.1 **Customer Responsibilities.**

3.1.1 **Responsibility for Charges.** Customer is responsible for payment of charges incurred for all use of Pexip service including unauthorized use.

3.2 **Emergency Calling.** Video Conferencing Bridging is not a voice service and cannot be used to receive and make calls, including emergency calls.

3.3 **Protected Health Information (U.S. only).** Customer will not use Video Conferencing Bridging 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.

4. **FINANCIAL TERMS**



4.1 **Optimized Service.** Customer will pay the Charges for Pinnacle Service specified in the Agreement, and at the following URL, as applicable:
www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm.

4.2 **Primary Place of Use Tax (U.S. only)(Video Conference Bridging Only)**

4.2.1 Customer will designate, in writing, the primary place of use (PPUs) that should be used by Verizon for taxing purposes. If Customer does not designate any PPUs, Customer agrees that Verizon should use Customer's headquarters location for taxing purposes. Further, Customer will use commercially reasonable efforts to maintain records that reasonably substantiate the location(s) designated as the PPU and provide such records upon request from Verizon in the event Verizon is required to demonstrate the accuracy of the PPU to government authorities. In the event a government agency determines that the PPU is wrong or not properly substantiated, Customer will be responsible for any additional Taxes, fees or surcharges plus penalties and interest imposed due to a change in PPU or taxable location at such time that Verizon is required to pay such assessment.

4.2.2 If Customer designates a PPU outside of the U.S., it remains Customer's responsibility to comply with the laws of any tax jurisdiction in which it operates with respect to the applicability of all Taxes, including any requirement to self-assess or otherwise account for Taxes. In the event any taxing or governmental authority asserts that Customer should have self-assessed or otherwise accounted for Taxes on any Purchases made pursuant to this Agreement, Customer agrees to be responsible and hold Verizon harmless from and against any claim or liability (including the Tax and associated interest, penalties, or other charges) which may arise as a result.