



Contact Center As A Service – Virtual Contact Center +

1. GENERAL
- 1.1 Service Description
2. TERMS AND CONDITIONS
- 2.1 Commencement
- 2.2 Acceptable Use Policy
- 2.3 Service Modification by Verizon
- 2.4 Supportable Platforms
- 2.5 Early Termination Charges
- 2.6 Supervisors/Agents
- 2.7 Standard Support
- 2.8 Service Level Agreement
- 2.9 No Resale
- 2.10 Access to CPNI
- 2.11 Call Recording
- 2.12 Call Monitoring
- 2.13 Emergency Calling
- 2.14 Use of Sensitive Personal Information
- 2.15 Customer Satisfaction Guarantee
- 2.16 India
- 2.17 Outbound Communications
- 2.18 Telephone Consumer Protection Act (TCPA)
3. SERVICE LEVEL AGREEMENT
4. FINANCIAL TERMS
5. DEFINITIONS

1. GENERAL

- 1.1 **Service Description.** Contact Center as a Service - Virtual Contact Center + (hereinafter, "Virtual Contact Center" "Service" or "VCC") 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 effect 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 service. 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, in addition to the emergency services terms and conditions in Exhibit A, attached. Notwithstanding the Emergency Calling Terms and Conditions applicable to Customer's use of VoIP Service, and those stated in Exhibit A, as applicable, 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 **Outbound Communications.** When the Service is used for outbound communications, Customer is solely responsible for compliance with local requirements and regulations in each jurisdiction its supervisors, agents or end users, as applicable, are located in including but not limited to those regarding do not call lists, time restrictions for telemarketing calls, display of the legitimate number the customer is calling from, blocking spoofed calls, opt in/opt out obligations, anti-spam laws and content restrictions.

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

4. **FINANCIAL TERMS.** Customer will pay the charges for Virtual Contact Center specified in the Agreement, including those at the following URL: www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm.

5. 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.



Schedule 1 – Inspection Pro Forma

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



EXHIBIT A

EMERGENCY SERVICES – 911 DIALING TERMS AND CONDITIONS

VCC 911 Services. Customer may use 911 service (“911”) in connection with the VCC platform (Platform), in some configurations, subject to these terms.

VoIP 911 Service Limitations and Restrictions.

911 through the Platform does not have the same functionality or availability as traditional wireline 911 services and is subject to limitations, restrictions, and Customer duties, described herein.

911 can function correctly only if Customer provides and maintains correct information about the physical location of each of Customer users of the Platform.

911 may not function properly, or at all, due to factors including but not limited to:

- a. Loss or interruption of electrical power to Customer VoIP telephone, ATA, Modem, Router, Switch or any other devices in the critical path from the VoIP handset at the user’s location to the VCC switching center, and/or failure to reset and reconfigure Customer access to the Platform after a power interruption or outage. 911 will not function during a power interruption or outage or failure of reset and reconfiguration afterward.
- b. Loss or interruption of internet access at the physical location of Customer users.
- c. Failure of Customer or Customer user’s broadband or VoIP hardware or software (including without limitation physical phones and software phones).
- d. Improper installation or configuration of Customer or Customer user’s broadband or VoIP hardware or software, such as soft phones.
- e. Suspension, disconnection, termination, or failure of the 911 service for any reason.
- f. Customer did not provide to Verizon, maintain, and update, initially and after each change of Customer user’s location and address, the accurate physical location of Customer users of VCC served VoIP handset, i.e., the address is incorrect, incomplete, abbreviated, or misspelled.
- g. Customer user attempts a 911 call through a VCC served VoIP handset from a location/address different than the location/address registered with VCC.
- h. Limitations of Emergency Services Configuration or Personnel. The local emergency call taker receiving the 911 call may not have a system configured for 911 services or be able to capture and/or retain number or location information. Due to technical factors in network design and in the event of network congestion, there is a possibility that a 911 call will produce a busy signal, will experience unexpected answering times, and/or will take longer to answer than 911 calls placed via traditional, wireline 911 services. Due to the inability, in some locations, to transmit or receive the telephone number and the physical location of the caller, the caller will need to state the nature of their emergency promptly and clearly, including location (and possibly telephone number), because the operator will not have this information.

For the purposes of 911, the terms “location” and “address” means information necessary to generate a proper Automatic Location Identification record ensuring proper routing to and from the proper public answering point (“PSAP”) receiving the call’s originating location.

Customer Duties and Responsibilities.

Registration of Physical Location and Updates.

It is Customer’s sole responsibility to accurately register and update each device, call-back phone number, address and physical location where each of Customer users will use the Platform in order to activate and use 911.



The address information must include sufficient information to enable emergency responders to locate the calling party, and when available, must comply with multi-line telephone system requirements. (For example, beginning in 2021, if a user's location is a multi-story building, Customer must provide the floor and suite number in addition to address information.)

Customer may register locations by following the instructions from a "911" registration link which Customer shall make available to Customer end users on Customer's website or through an alternative digital method. For purposes of 911, Customer may only register one location at a time for each phone line used with the Service. When Customer updates a location through the Platform, there may be a delay in making the new registered location available to route 911 calls and to advise the appropriate emergency call taker of the new registered location.

911 will not function correctly if Customer changes a registered phone number or adds or ports new phone numbers to Customer's account, unless and until Customer successfully registers Customer locations of use for each changed, newly added or newly ported phone number.

Customer is solely responsible for any unauthorized use of 911 services provided by VCC. Customer may not, and must instruct Customer users not to block any phone number on a user handset when dialing 911. In addition, Customer is solely responsible for any authorized use of 911 services provided by VCC, including any usage Charges associated with Customer or Customer's users' use of 911 services.

Further action and information will be required of Customer when additional features and functions of the 911 service become available in the future.

Customer is solely responsible to:

- (i) obtain permission of Customer users to permit VCC to disclose such location, telephone number, call data, personal information about the user, and such other information as may be helpful or necessary under the circumstances, to the email recipient, the PSAP, and to emergency services responders;
- (ii) instruct users on the protocol of using VCC's 911 service; and
- (iii) designate a different primary method of dialing 911.

Designation of Responsible Person. Customer agrees to designate a person to receive an automatically generated email giving notice that one of Customer users has initiated a 911 call. Such designated person will be responsible to interact with emergency services and responders to assist in reaching the physical location of the user of the 911 service.

Notice. Customer agrees to notify any potential user of the Platform (including household residents, guests and other third persons who may be present at the physical location where Customer users use the Platform) of these 911 limitations.

911 Disclosure/Acknowledgement. By using the 911 service through the Platform, Customer acknowledges that (1) the 911 services through the Platform will not function or will not function properly for any of the reasons detailed herein; and (2) represent and warrant Customer has been informed by Verizon of the reasons to have at least one backup method of accessing 911, such as a circuit-switched TDM telephone or cellular telephone, per each of Customer users' locations; (3) delivering 911 service in a multi-extension environment is complex and specific to each jurisdiction; (4) Customer acknowledges reading, understanding, and agreeing to these 911 terms; and (5) Customer has sought independent advice when making decisions about 911 solutions for Customer specific circumstances and requirements.

911 Warning Labels/Stickers. In the event that Verizon provides devices to Customer, Verizon will provide a sticker concerning the potential non-availability of traditional 911 dialing (the "911 Sticker"). Customer shall place the 911 Sticker on each device used with the Service.



911 Service Fee. Customer will incur a fee of \$75 for each use of the 911 Service through the VCC Platform.

Disclaimer of Liability and Indemnification for 911 Service.

DISCLAIMER OF LIABILITY:

EXCEPT AS PROVIDED FOR IN THE AGREEMENT OR FOR THOSE MATTERS WHICH MAY NOT BE DISCLAIMED BY APPLICABLE LAW, VERIZON DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF CUSTOMER, CUSTOMER USERS, OR ANY THIRD PARTY'S INABILITY TO CONTACT 911, OR ANY OTHER EMERGENCY TELEPHONE NUMBER, OR TO ACCESS AN EMERGENCY SERVICE OPERATOR OR OBTAIN EMERGENCY SERVICES UTILIZING 911, FOR REASONS OUTSIDE OF VERIZON'S CONTROL, INCLUDING DUE TO ERRORS OR DISRUPTIONS CAUSED BY ANY OF THE FOLLOWING: THE INTERNET; POWER OR ELECTRICAL FAILURES; FAILURE BY CUSTOMER OR CUSTOMER USERS TO ACTIVATE THE SERVICE; IMPROPER, OUT-OF-DATE, INCOMPLETE, OR OTHER INACCURATE DATA PROVIDED BY CUSTOMER, CUSTOMER USERS, CUSTOMER DEVICES, OR CARRIERS; HARDWARE, SOFTWARE, INFRASTRUCTURE, UTILITIES, INSTALLATION, CONFIGURATION, OR TRANSMISSION FAILURES; AND ANY ACTS OR OMISSIONS ON THE PART OF THE PSAP OR EMERGENCY SERVICES.

INDEMNIFICATION:

EXCEPT AS PROVIDED FOR IN THESE EMERGENCY SERVICES – 911 DIALING TERMS, OR AS MAY BE PROHIBITED BY APPLICABLE LAW, CUSTOMER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS VERIZON, ITS OFFICERS, DIRECTORS, STOCKHOLDERS, AFFILIATES, EMPLOYEES, REPRESENTATIVES OR AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, SUITS OR ACTIONS, FINES, PENALTIES, COST AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) WHETHER SUFFERED, MADE, INSTITUTED OR ASSERTED BY CUSTOMER USERS, OR BY ANY OTHER PARTY OR PERSON OR FOR THE DISCLOSURE OF PERSONAL INFORMATION OF ANY PERSON OR PERSONS TO THIRD PARTY EMERGENCY SERVICE PROVIDERS OR TO CUSTOMER FOR THE PURPOSES DELIVERING OF THE 911 SERVICE, CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE OPERATION, FAILURE OR OUTAGE, INCORRECT ROUTING, OR USE OF, OR INABILITY OF A PERSON TO USE, THE 911 SERVICE OR ACCESS EMERGENCY SERVICES.