



Webex UCM Cloud with Verizon +

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1. GENERAL

- 1.1 **Service Definition.** Webex UCM Cloud with Verizon + (UCM Cloud) gives Customer access to licenses to use UCM Cloud - a hosted, self-managed, cloud-based PBX unified communications service offered by Cisco that consists of a core set of voice business communication features, as specified below, utilizing a user-based subscription model. To use UCM Cloud, Customer must select a license subscription and provide network connectivity to connect to UCM Cloud via a Verizon-provided or third



party provided private/dedicated network service, contracted and ordered separately. If Customer requires off-net calling capabilities, Customer must also have Verizon or third party–provided VoIP/SIP Trunking services, contracted and ordered separately, to implement UCM Cloud in a configuration that supports off-net calling (where permitted) and emergency calling.

2. UCM CLOUD LICENSE SUBSCRIPTIONS

- 2.1 **Named User.** Named User provides identified users with licenses, granting those individuals access rights to UCM Cloud. Named User licenses are charged at a per user rate, and requires an initial minimum purchase of 2,000 licenses.
- 2.2 **Enterprise Agreement.** Enterprise Agreement licenses provide Customer with licenses for Customer's Employee Count, and requires an initial minimum purchase of 2,000 licenses. Enterprise Agreement licenses allows Customer's Employee Count to grow by 20% over the term of the Agreement before an Employee Count adjustment must be made.
- 2.3 **License Subscription Add-Ons.** After meeting the minimum license purchases indicated above, Customer may purchase additional Named User or Enterprise Agreement licenses.
- 2.4 **Cloud Connect.** Cloud Connect enables the connection of Customer's network to UCM Cloud in Cisco's data centers. Customer must purchase the appropriate connectivity options that ensure Customer's network connection is established and maintained in Cisco's data centers.

3. STANDARD SERVICE FEATURES

- 3.1 **Cisco Unified Communications Manager.** Cisco Unified Communications Manager (CUCM) is an enterprise class IP communications system, including integration of unified mobility capabilities, allowing single number reach to desk phone, mobile phone, and other client devices specific to individual customers.
- 3.2 **Cisco Unity® Connection.** Cisco Unity Connection is a feature-rich voice and integrated/unified messaging platform.
- 3.3 **Cisco Emergency Responder (U.S. and Canada only).** Provides administrators with the ability to map users to emergency locations so that user location information is automatically updated as end users move and relocate within the organization.
- 3.4 **Expressway.** Expressway provides secure access to enterprise mobility for users without VPN access. Customer will (i) arrange and maintain any security-related certificates and domain name management, and (ii) purchase sufficient Internet bandwidth to support remote voice or video.

4. OPTIONAL SERVICE FEATURES

- 4.1 **Common Area Device Call Control Services.** Common Area Device Call Control provides limited Cisco Unified Communications Manager (CUCM) features, including core IP call control with limited feature capabilities, depending on the type of phone, but excluding mobility or single number reach. Common Area Device Call Control services are restricted to a maximum of 1 physical device programmed into the PBX database, which can be an analog phone or a low-end Cisco IP phone. Specific IP phones currently eligible for a Common Area Device Call Control license are models 3905 and 6901.
- 4.2 **Telepresence Device Call Control Services.** Telepresence Device Call Control enables video calling connectivity to Cisco telepresence room systems.



- 4.3 **Analog Device Call Control Services (Access)**. Analog Devices Call Control is restricted to a maximum of 1 physical device, which can be an analog phone or a low-end Cisco IP phone. Available features depend on Customer's phone type. Analog Devices are a subset of Common Area Devices.
- 4.4 **Speech View**. A service that converts voicemail messages to text, and delivers messages to Customer's email inbox.
- 4.5 **Session Manager**. Cisco SME Back-to-back user agent (B2BUA) capabilities.
- 4.6 **Upgraded Services**. Customer may optionally select upgraded support levels for both day 2 service support and deployment, and migration assistance.

5. VERIZON RESPONSIBILITIES

- 5.1 **Support**. Customer will receive Tier-1 and Tier-2 support for UCM Cloud.
- 5.2 **Monitoring**. Verizon will proactively monitor and manage UCM Cloud applications 24 hours a day, 7 days a week.
- 5.3 **Back-Up of Data**. Verizon will perform periodic back-up of the UCM Cloud platform.
- 5.4 **Upgrades**. Verizon will perform periodic software upgrades of the UCM Cloud platform. It is the Customer's responsibility to ensure that Customer-maintained applications, devices, hardware and CPE are compatible with the most current version supported by Cisco's data center. If Customer does not maintain the software upgrade of the UCM Cloud application and features, Verizon may terminate UCM Cloud, for cause, upon written notice to Customer.
- 5.5 **Issue Notification**. Verizon will notify Customer of a critical application fault or a critical service-affecting hardware failure.

6. CUSTOMER RESPONSIBILITIES

- 6.1 **Implementation and Onboarding**. Customer is responsible for the implementation and onboarding of UCM Cloud. Customer must adhere to the Customer requirements outlined in the Cisco UCM Cloud Service Deployment Guide.
 - 6.1.1 **Customer Questionnaire**. Customer is responsible for completing the end user questionnaire, and providing to both Verizon and Cisco. The customer will follow steps as outlined in *the* Cisco UCM Cloud Service Deployment Guide to ensure proper UCM Cloud deployment and configuration. Customer may hire Verizon, Cisco, or third party professional services to accomplish any of these steps.
- 6.2 **General Information and Reasonable Assistance**. Customer must supply Verizon and Cisco with all reasonably requested and reasonably necessary, accurate, complete, and up to date information and assets as outlined in the Cisco UCM Cloud Service Deployment Guide. Customer will provide Verizon and Cisco updated and accurate information about hardware and software environment, networking information, and similar information reasonably required or requested to provide UCM Cloud Service. Customer will work with Cisco, on behalf of Verizon, in a timely manner to aid in Cisco's provision of UCM Cloud Service.
- 6.3 **Network Connection**. Customer is responsible for ensuring that it establishes and configures network connections (including, if applicable, PSTN) from their premises to the UCM Cloud Service datacenters in the applicable geographic regions. Customer is also responsible for (i) ensuring that it performs sufficient capacity planning with respect to purchase of UCM Cloud as it pertains to their redundant data links connecting to the UCM Cloud Service peering locations, and (ii) ensuring sufficient network capacity to receive UCM Cloud Service. If the link capacity needs to be increased,



Customer is responsible for all costs of increasing the capacity of its connections to the UCM Cloud Service. Customer is responsible for ensuring that its network connection is designed, deployed and maintained to meet minimal requirements for latency, jitter, and packet loss as outlined in Cisco's UCM Cloud Solution Design guide: <https://ucmcloudhelp.cisco.com/kb/cisco-ucm-cloud-solution/> and Solution Reference Network Design guide: https://www.cisco.com/c/en/us/td/docs/voice_ip_comm/cucm/srnd/collab12/collab12.html

- 6.4 **Change Management Activities.** Customer is responsible for providing day to day change management activities. These activities include MACDs, system administration, minor modifications, ad hoc data backup requests, application patches, media resource changes, and advanced feature and device changes.
- 6.5 **Emergency Dialing.** Customer is responsible for ensuring proper emergency dialing configuration of UCM Cloud in Customer's environment. Verizon hereby disclaims any liability caused by Customer or its End User's (or any third party acting on behalf Customer) improper configuration of the emergency dialing services, including, without limitation, Customer's inability, as a result of such improper configuration, to reach emergency service responders or access the Public Safety Answering Point associated with the Customer's location. Customer is responsible for ensuring that the configuration of the emergency dialing services has been verified and tested promptly following initial configuration of UCM Cloud and on a periodic basis thereafter. Customer is responsible for ensuring adequate bandwidth capacity, as specified in the Documentation, to ensure that audio paths are available for emergency calls.
- 6.6 **System Changes and Maintenance.** Customer will schedule and inform Verizon of maintenance on or changes to Customer network elements associated with UCM Cloud.
- 6.7 **Customer Contact.** Customer will designate a single point of contact who is authorized to make all decisions that Cisco, on behalf of Verizon, may need from Customer, and on a timely basis, provide Cisco personnel with all information, data, access, and support reasonably needed to meet its obligations. If applicable, the point of contact will identify a contact at each Customer Site to coordinate receipt of Customer-purchased hardware to ensure the Customer Site is ready to enable Cisco to conduct UCM Cloud configuration activities at its data center.
- 6.8 **True Forward Service Order.** Verizon may request, and a Customer authorized representative shall provide, a then-current count of subscribed Employees to assist in the development of the True Forward Service Order for the Named User and/or Enterprise Agreement license subscription types. If Customer fails to provide a then-current count of subscribed Employees, Cisco or Verizon may access, without prior notice, the Cisco license portal to determine the number of unpaid subscribed Employees.

7. SUPPLEMENTAL TERMS

- 7.1 **Cisco Universal Cloud Terms.** The Cisco Universal Cloud Terms (UCA) shall govern Customer's use of UCM Cloud + services referenced herein. The UCA may be found on line at www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf.

8. SERVICE COMMITMENT

- 8.1 **Service Commitment and Termination.** Unless otherwise stated in the Customer SOF, the minimum Service Commitment period for UCM Cloud is 36 months. Notwithstanding anything to the contrary in the Master Terms, if UCM Cloud is terminated by Customer for convenience or by Verizon for cause or insolvency, in accordance with the Agreement, Customer shall pay an Early Termination Charge equal to 100% of the Recurring Charges that would have been payable for UCM Cloud for the remaining unexpired part of the Service Commitment.
- 8.2 **Service Non-Renewal Notice.** If Customer does not wish to renew UCM Cloud, it must notify Verizon, in accordance with the Agreement, 45 days prior to the end of its current Service Commitment. If



Customer fails to so notify Verizon, UCM Cloud will auto-renew for an additional 12 month period upon the expiration of the Service Commitment.

8.3 **Audit and Extraordinary Events.**

8.3.1 **Audit.** Verizon may audit pertinent Customer records during Normal Working Hours to ensure Customer’s compliance with the requirements set forth herein. Verizon will pay the cost of the audit unless it is found that Customer is misusing the Named User or Enterprise Agreement licenses.

8.3.2 **Extraordinary Event.** Customer shall inform Verizon in writing of any Extraordinary Event within 30 days of its occurrence. If an Extraordinary Event occurs, or Verizon determines via an audit or otherwise that Customer is misusing the licenses in accordance with the above, Verizon shall bill Customer and Customer shall promptly pay in accordance with the terms and conditions set forth herein, the rates and charges arising from Customer’s increased usage of UCM Cloud.

9. **SERVICE LEVEL AGREEMENT (SLA)**

UCM Cloud with Verizon + SLA: www.verizon.com/business/service_guide/reg/webex-ucm-cloud-service-level-addendum.pdf

10. **FINANCIAL TERMS**

10.1 **General Financial Terms.** Customer will pay the charges for UCM Cloud with Verizon + specified in the Agreement, including those below and at the following URL: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm.

10.2 **UCM CLOUD LICENSE SUBSCRIPTIONS**

10.2.1 **Named User.** Customer will pay an MRC for Named User licenses, irrespective of usage. The Customer will be invoiced based on the date the account is provisioned by Verizon/Cisco.

10.2.2 **Enterprise Agreement.** Customer will pay an MRC for Enterprise Agreement licenses, irrespective of usage. Customer will be entitled to provision 120% of the agreed Employee Count (Growth Allowance). Provisioned Enterprise Agreement licenses will receive a unique account that may not be shared or used by anyone other than the designated Employee. An Enterprise Agreement account may not be transferred to another Employee, except upon (i) termination of the Employee’s employment or (ii) with Verizon’s prior written approval. This Enterprise Agreement model requires a minimum purchase quantity of 2000 licenses. Customer must purchase a license to access the services or software for every Employee. If at any time during the Service Commitment period the quantity of provisioned Employees exceeds the Customers Growth Allowance, Customer shall notify Verizon of this increase and execute a True Forward Service Order. Customer may not decrease the Employee quantity at any point during the Customer’s Service Commitment. The Customer will be invoiced based on the date the Enterprise Agreement licenses are provisioned by Cisco.

10.3 **Cloud Connect.** Customer will pay the MRC specified in Customer’s Agreement for Cloud Connect.

11. **DEFINITIONS.** In addition to the definitions identified in the Master Terms, the following definitions apply to UCM Cloud:

Terms	Definitions
Employee	A full or part-time employee or a third-party contractor of Customer and its subsidiaries and affiliates.



Enterprise Agreement	Buying model that provides Customer a license to access the services or software in Customer's subscription for every Employee, subject to an agreed minimum quantity.
Employee Count	The number of Employees as of the date of Customer's Service Order.
Extraordinary Event	A merger, acquisition, divestiture, or layoff that occurs during an enrollment period and changes the number of Employees by more than 20% from the Employee Count.
Documentation	Guidelines, policies, sales literature, marketing documentation and other written materials related to UCM Cloud made available to Customer or as referenced in this Agreement.
True Forward Service Order	An updated Service Order reflecting the revised Employee Count and adjusted applicable charges.