



VIRTUAL CONTACT CENTER +

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1. GENERAL

- 1.1 **Service Description.** Virtual Contact Center + (VCC) provides network-based multimedia automatic call distribution with fully managed intelligent call routing within carrier-grade application hosting facilities. VCC includes the ability to (i) provision contact center agents and supervisors via a web-based interface and (ii) establish routing plans to send certain types of inbound phone calls, chats and emails to specified Configured Individual Users.
 - 1.1.1 **Separate Requirements.** Verizon will identify the supported operating systems and Internet browsers by which Customer can access VCC. To use the phone call routing capabilities of VCC, 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.
 - 1.2 **Support.** Standard support for VCC includes the provision of assistance to end users on a 24x7 basis for any event generated within the VCC platform that results in an effective cessation of any material VCC component. Standard VCC support is available via telephone and email. Customer agrees that non-standard support will be performed and billed to Customer in accordance with an Order or a mutually agreed upon statement of work.
 - 1.3 **Customer Responsibilities**
 - 1.3.1 **Outbound Communications.** When VCC is used for outbound communications, Customer is solely responsible for compliance with local requirements and regulations in each jurisdiction where its Configured Individual Users 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.
 - 1.3.2 **Data Transfer.** Customer acknowledges and agrees that Customer Data may be transferred or stored outside the country where Customer and its end users are located, and Customer will comply with all applicable data transfer regulations in each country where Customer chooses to use VCC. If Customer or end users provide credit card information to VCC, then Customer retains responsibility for compliance with all applicable standards, including the Payment Card Industry Data Security Standards. The Federal



Communications Commission (FCC) requires that Verizon, as the software platform provider, not transmit calls which will violate the Telephone Consumer Protection Act.

- 1.3.3 **Call Recording and Monitoring.** Customer will (i) obtain the consent of call participants prior to recording a call, (ii) refrain from conditioning call continuation upon consent, (iii) provide the opportunity for call participants to not be recorded, (iv) allow for revocation of consent, (v) obtain the consent of its employees who will have their calls recorded, (vi) disclose the lawful purposes for the recording and only use the recording for such purposes, and (vii) ensure each call recording is deleted within appropriate timeframes, in each case, unless specifically exempted or having no obligation under applicable law or regulation. Verizon is not responsible for managing or deleting Customer's call recordings. Customer warrants that it complies with all data privacy and protection obligations with respect to call recording and call monitoring, including without limitation where Customer chooses to record calls for the purpose of workforce performance monitoring or assessment (e.g., Customer will consult all European Works Councils for operation of VCC for EU based Customer employees). Customer will ensure that recordings do not include any Personal Data (such as personal health information, bank account number, credit card number, or social security number) except as allowed or required by applicable law. Customer will indemnify and hold harmless Verizon from any claims related to a failure by Customer to fulfill its legal obligations regarding call recording and call monitoring.
- 1.3.4 **Account Security and User Access.** Customer will maintain reasonable and appropriate administrative, physical, and technical safeguards to provide security for its account ID, password, antivirus and firewall protections, and connectivity with VCC. Configured Individual Users must access VCC using direct Internet access, i.e., without routing through a network-based proxy server.

2. SUPPLEMENTAL TERMS

- 2.1 **Disclaimer.** Verizon shall not be liable for (a) any choice by Customer relating to retention periods, access rights or use of any call recordings and (b) any content or information shared in Customer's call recordings. Verizon intends that Personal Data not be stored within VCC. To the extent Customer does store any Personal Data within VCC (including "personally identifiable information" and "protected health information" as defined in applicable privacy laws), Customer does so at its own risk.
- 2.2 **Emergency Calling.** VCC 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 VCC must comply with Exhibit A and may be subject to additional emergency calling requirements. If Customer makes a 911 call with VCC, the call will be routed to a call center to identify a dispatchable location. VCC does not automatically provide dispatchable location details which may result in a delay to access emergency services.
- 2.2.1 **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.
- 2.2.2 **Wireless Devices.** Voice-enabled VCC 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.
- 2.2.3 **PCs, Laptops and Tablets.** Emergency calling via voice-enabled VCC is not supported on computer tablets or other similar devices that have been integrated with VCC 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.

2.3 **Telephone Consumer Protection Act (TCPA).** The 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 VCC. 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 VCC is accessed and shall ensure that callers have provided the requisite consent as may be necessary under the TCPA or similar laws or regulations.

2.4 **Regional Terms**

2.4.1 **Russia.** Customer agrees 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.

2.4.2 **India.** This clause applies to any use of VCC in India.

2.4.2.1. **OSP Only Service.** VCC may only be used by Customers and Customers' Affiliates in India who are OSPs as described in the "Revised Guidelines for Other Service Providers (OSPs)" released by the Indian Department of Telecommunications (DoT) on 23 June 2021 as amended from time to time.

2.4.2.2. **Documentation.** Prior to the Activation Date, Customer will complete and sign, or will cause its Indian Affiliate (or other end user) using Virtual Contact Center in India to complete and sign, the Inspection Pro Forma in the form found at the following URL:
https://www.verizon.com/business/service_guide/reg/pro-formas.htm

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

4. **FINANCIAL TERMS.** Charges are in U.S. dollars and will be billed in the invoice currency. Customer will pay the Charges for VCC specified in the Agreement and at the following URL: https://www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm.

4.1 **Applicable Minimums.** Customer will authorize Configured Individual Users to use and log into Virtual Contact Center (which may be designated as a supervisor or agent). The number of Configured Individual Users using VCC in any month will not decrease below the minimum requirements in the Agreement (even though Customer may increase the number of Configured Individual Users and change the mix of designated supervisors and agents). As set forth in the Order, Customer will pay the minimums in the Order and will pay the fully committed amount upon notice of installation. Even if Customer uses less than the minimum in the Order, Customer will still be billed for the minimums subscribed for in the Order. If Customer terminates prior to the completion of the Service Commitment and Volume Commitment, then Customer shall pay 100% of the Charges that would have been payable during the remainder of the Service Commitment.

4.2 **Measuring Usage.** Any Unique User who logs in during a month will generate a single MRC for such month, regardless of the number of times such Unique User logs into VCC. If Customer exceeds the maximum number of Concurrent Users set forth in the Agreement during any billing period, additional Charges will be incurred based on the highest number of Concurrent Users in such billing period. After completion of the Service Commitment, Verizon may change the rates for any Configured Individual Users upon notice.



5. DEFINITIONS

Term	Definition
Concurrent User	At any point of measurement, any Configured Individual User who is simultaneously logged into VCC at such point of measurement.
Configured Individual User	Any individual user (regardless of role or permissions such as supervisor or agent) who has access to VCC 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.
Unique User	A Configured Individual User who logs into VCC at least one time during a billing period.



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.