



WEBEX CALLING

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1. GENERAL

- 1.1 **Service Definition.** Webex Calling is a multi-featured system that delivers advanced communications services offered in the following versions: (1) Webex Calling (Flex), (2) Webex Calling (Standard/Premier), and (3) Webex Calling (Verizon). Not all versions are available in all regions and geographic use limitations apply.
 - 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a +) and non-Optimized Service.
- 1.2 **Requirements.** Customer must purchase internet connectivity or Private IP access separately in order to access all versions of Webex Calling. Customer may be required to separately order trunk capacity and equipment.
 - 1.2.1 **Trunk Capacity.** For Webex Calling (Verizon) and Webex Calling (Flex), Customer is required to separately purchase a sufficient amount of PSTN trunk capacity from Verizon. Without sufficient trunk capacity provisioned, off-net and emergency calling will not be supported. With sufficient trunk capacity, Customer can place a call to a terminating user via internet protocol (IP) or public switched telephone



network (PSTN). PSTN trunk capacity includes unlimited or metered intra-enterprise voice over IP (VoIP) calling (VoIP origination and termination within Customer's enterprise), unlimited local calling and unlimited domestic long distance. Calls to international locations can also be made but are billed at metered rates. If Customer requires PSTN trunk capacity where Verizon does not make such PSTN trunk capacity available, then Customer must separately purchase such capacity from a third party provider (TPP).

- 1.2.2 **Equipment.** A subscription to Webex Calling does not include or require any equipment. If Customer desires equipment for use with Webex Calling, Customer must purchase such equipment separately (from Verizon or a third party). Customer is solely responsible for replacing equipment and Verizon is not responsible for any loss in functionality that is attributable to any device or its manufacturer.

2. AVAILABLE VERSIONS

- 2.1 **Webex Calling (Flex).** Webex Calling (Flex) is a multi-featured hosted, managed-platform service that delivers advanced communications services from the cloud. Customer must separately purchase a sufficient amount of trunk capacity from Verizon. Webex Calling (Flex) leverages a flexible licensing structure which has a different pricing model and feature set than the other Webex Calling versions. Each Webex Calling (Flex) license includes a free call recording feature with a limited 30 day storage period (and Customer may opt to extend the retention period by purchasing an add-on call recording package).

- 2.1.1 **Features.** Customer must choose one or more of the following licenses (not all licenses are available for purchase with each other):

- **Enterprise Agreement Professional Calling License.** The Enterprise Agreement Professional Calling License provides Customer with a subscription license for the Customer's Employee Count allowing Customer to add up to 20% above the total purchased licenses at no added cost (however, that increase percentage will be no more than 15% when the license is purchased as part of a Webex Suite Calling and Meetings bundle). This license includes voicemail, call forwarding, three-way calling, and caller ID, plus access to the Calling User Portal. In addition, this license includes access to mobile, desktop and tablet clients and approved end devices. The initial Customer Order must include a purchase of at least 250 Enterprise Agreement Professional Calling Licenses.
- **Enterprise Common Area/Workspace License (Add-On Only).** The Enterprise Common Area/Workspace License is a subscription license for shared use and common area locations, phones and ATA's. This license includes features such as inbound and outbound calling, and caller ID, and is sold only with Enterprise Agreement Professional Calling Licenses.
- **Named Professional License.** The Named Professional License provides Customers with a subscription license for the users to access voicemail, call forwarding, three-way calling, and caller ID. In addition, this license includes access to mobile, desktop and tablet clients and approved end devices plus access to the Calling User Portal.
- **Named Enhanced Workspace License.** The Named Enhanced Workspace License is a subscription license for shared use and common area locations, phones and ATA's which includes features such as inbound and outbound calling. This license can be purchased separately or alongside Named Professional licenses without any minimum purchase requirements.
- **Standard Named User Flex License.** The Standard Named User Flex License is a subscription license for calling on a single device (hard device or soft phone) and does not include call recording, virtual lines, call queues, and group management.
- **Customer Experience ~~Essentials~~Assist.** The Customer Experience ~~Essentials~~Assist License is a subscription license for calling along with basic contact center features (such as screen pop, real-time and historical queue view) and includes all the features of a Professional Calling license. It is available



either as a Named User or Enterprise Agreement licenses.

2.1.2 **Options.** With Webex Calling (Flex), Customer may add the following options:

- **Webex Calling (Flex) Call Recording.** Different call recording packages are available which allow an end user to record, store, organize, and access recordings of incoming calls. Customer may choose to retain these call recordings for an unlimited time during the Service Commitment.
- **Webex Calling (Flex) Call Recording with Artificial Intelligence.** Different call packages with AI are available which allow an end user to record, store, organize and access recordings of incoming calls, with the addition of AI to analyze the recorded call through a series of modules that allow insight into the content of the recorded call. These call recordings are retained for an unlimited time during the Service Commitment.
- **Training.** Customer will receive one free webinar-based training per every 200 employees based on the applicable license value, with a 200 participant maximum per training session. If Customer desires additional training sessions, then additional fees apply. Customer may select the training the session (free or chargeable) from a menu or may customize the desired session.

2.1.3 **Third Party PSTN Access.** For Webex Calling (Flex) in approved locations where Verizon does not offer IP Trunking, Customer may choose to use a third party provider for PSTN, that can include access to PSTN through: (i) Customer's existing local gateway device, (ii) a local gateway device obtained from another provider, or (iii) a local gateway device obtained from Verizon (subject to a separate CPE and Managed Services agreement). Geographic limitations apply.

2.2 **Webex Calling (Standard/Premier) (Not Available to New Customers).** Verizon has ceased offering both Webex Calling (Standard) and Webex Calling (Premier) to new Webex Calling customers. Existing customers may still move, add, change or delete users and locations with the understanding that renewals of Webex Calling (Standard/Premier) may be limited. Webex Calling (Standard/Premier) is a multi-featured advanced communications system with several private branch exchange (PBX) in-the-cloud features. For Webex Calling (Standard), Customer must separately purchase a sufficient amount of trunk capacity to support the expected simultaneous call volume for its users. For Webex Calling (Premier), the trunk capacity is included. The quantity of concurrent calls is limited by the trunk capacity purchased.

2.2.1 **Features for Webex Calling (Standard).** Webex Calling (Standard) provides basic features such as voicemail, call forwarding, three-way calling, caller ID, simultaneous ring, and access to the MyPhone Portal. Each site with Webex Calling (Standard) will receive one auto-attendant and one call queue. With Webex Calling (Standard), Customer must maintain its initial trunk capacity for at least 30 days before requesting any decrease.

2.2.2 **Features for Webex Calling (Premier).** With Webex Calling (Premier), Verizon provides all the features included in Webex Calling (Standard) in addition to a Mobile Client, a Soft-Phone Client, a tablet client, instant messaging capabilities, and the MyRoom functionality that enables screen sharing and a multi-party audio conferencing capability. With Webex Calling (Premier), Customer may add the following options:

- **Fax Station.** This feature enables end users to send and receive faxes when combined with a fax machine connected to a Verizon-supported analog telephone adapter.
- **Key System.** This feature enables configurable device sharing to emulate a key system by leveraging multiple premier licenses.

2.2.3 **Bundled Phone Option (Non-Optimized Service Only).** For non-Optimized Service, a Customer may select Webex Calling (Standard) or Webex Calling (Premier) with Bundled Phone. When adding the



Bundled Phone option, a minimum Service Commitment of three years will apply.

2.2.4 **Design and Configuration.** During the design and provisioning process, Customer is responsible for ensuring that (a) Customer's design is not configured with more than 8:1 oversubscription, i.e., no more than eight DIDs (direct inward dialing) per simultaneous call and (b) single sites are not represented to Verizon as multiple remote locations (i.e., locations remote to or residing behind Customer's hub location). Customer will obtain Verizon's written consent before modifying the Verizon-approved configuration.

2.3 **Webex Calling (Verizon) (Not available to New Customers).** Verizon has ceased offering Webex Calling (Verizon) to new Webex Calling customers. Existing customers may still move, add, change or delete users and locations with the understanding that renewals of Webex Calling (Verizon) may be limited. Webex Calling (Verizon) is a multi-featured hosted, managed-platform service that delivers advanced communications services from the cloud. With Webex Calling (Verizon), Customer must separately purchase a sufficient amount of trunk capacity from Verizon.

2.3.1 **Features.** Customer must choose one of the following per user:

- **Basic User** includes features such as voicemail, call forwarding, three-way calling, caller ID, and access to the MyPhone Portal.
- **Standard User** includes all of the features included in the Basic User option, along with mobile, desktop and tablet clients.
- **Premier User** includes all the features included in the Standard User option, plus the Unified Communications Applications bundle.
- **Dialtone User** includes features such as inbound and outbound calling and caller ID.
- **Messaging User** includes inbound calling and voicemail.

2.3.2 **Options.** Customer may add the following options:

- **Custom Training.** Customer can purchase webinar-based training in increments of 90 minutes, serving up to 200 participants.
- **Webex Calling (Verizon) Call Recording.** Customer can record, store, organize, and access recordings of incoming calls, without any limitation on quantity. Customer determines whether such calls are retained for either (a) 90 days or (b) an unlimited time during the Service Commitment.
- **Webex Calling (Verizon) Call Recording with Artificial Intelligence.** Customer can record, store, organize and access recordings of incoming calls, with the addition of artificial intelligence (AI) to analyze the recorded call through a series of modules that allow insight into the content of the recorded call. Customer may choose to retain these call recordings for any period of time during the Service Commitment.

2.4 **Optional Features.** These features are only available for the versions of Webex Calling set forth below.

2.4.1 **Options For Webex Calling Flex Only**

2.4.1.1 **Set Up Assist Services.** Customer may choose to have Verizon: (1) assist with the extraction of user data from Customer's Legacy Platforms, and (2) use that information to configure new users for any version of Webex Calling. Customer understands that data extracted from their Legacy Platforms may not match the requirements of the user and that adjustments to user configurations may be required. Customer will allow Verizon to retrieve telephone number, CPE, and feature configuration data from the applicable Legacy Platform and to import that data into Webex Calling (Flex) and supported CPE. For any Customer requests that are outside of the scope of agreed upon Set Up Assist Services,



additional Charges may apply.

2.4.1.2 **Extended Security Pack.** This can help identify sensitive data in cloud environments and can be used with Control Hub to assist with preventing data loss and malware.

2.4.1.3 **Webex Attendant Console.** This feature supports the needs of front office operators and receptionists who handle large call volumes.

2.4.1.4 **Imagicle Features.** Imagicle is a third party integration that offers a suite of services including Attendant Console, Call Recording, and Digital Fax.

2.4.1.5 **Dubber.** Dubber is a call recording feature offering automatic call recording, voice data capture, and integration with business tools.

2.4.1.6 **VLAN Connection.** VLAN connection is a dedicated, managed, Quality-of-Service (QoS) supported IP link from the customer's network to the Webex Calling service via a private link.

2.4.1.7 **Edge Connect.** A peering connection used with Dedicated Instance.

2.4.1.4

2.4.1.5 2.4.1.8 **Webex Dedicated Instance.** Webex Calling Dedicated Instance from Verizon + (Dedicated Instance) provides Customer with the ability to access and utilize a hosted, self-managed, cloud-based PBX unified communications service offered by Cisco Systems, Inc. (Cisco) that consists of business communication features. If Customer requires off-net calling capabilities, then Customer must also have VoIP/SIP Trunking services provided by Verizon or a third party (contracted separately from Dedicated Instance). Without properly configuring Dedicated Instance to support off-net calling (where permitted), emergency calling will not function. Dedicated Instance includes periodic software upgrades that are made generally available by Cisco. With Dedicated Instance, Customer will be required to purchase a cluster instance per enterprise customer in the Cisco cloud (with each cluster capable of supporting up to 50k users). A new cluster instance will be required for each region where Customer uses Dedicated Instance. Dedicated Instance includes the components below with standard features such as call control, dial plan, instant message and presence, global and remote access and voicemail. Dedicated Instance comes with the following standard features included:

- **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 a desk phone, mobile phone, and other client devices specific to identified end-users.
- **Cisco Unity® Connection.** Cisco Unity Connection offers voicemail.
- **Cisco Emergency Responder (U.S. and Canada Only).** Cisco Emergency Responder (CER) enhances the existing emergency 9-1-1 functionality offered by CUCM. CER provides administrators with the ability to map users to emergency locations so that user location information can be automatically updated as end users move and relocate geographically. CER is capable of integrating with RedSky functionality.
- **Expressway.** Expressway provides secure access to enterprise mobility for users without VPN access and mobile remote access when off-net. 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.
- **Monitoring and Support.** Dedicated Instance includes 24x7 proactive monitoring and managing



of Dedicated Instance applications. Customer will receive Tier-1 support from Verizon and Tier-2 support from Cisco. Verizon will notify Customer of a critical application fault or a critical service-affecting hardware failure that has a Priority 1 impact on the Dedicated Instance platform.

- **Configuration Back-Up.** Dedicated Instance includes a backup of user configurations to be used in the event of a failure.
- **Speech View (Optional).** Dedicated Instance includes this service that converts voicemail messages to text, and delivers messages to Customer's email inbox.
- **Enhance Survivability (Optional).** Enables users to continue making and receiving calls when system is down in certain circumstances.

2.4.2 **Cisco Enhanced Support.** This gives Customer support from Cisco for configuration and adoption methodology, plus additional training and business reviews.

2.4.3 Options for Webex Calling with Verizon, Standard or Premier Only

2.4.2.1 **Instant Meeting Conferencing.** With Instant Meeting Conferencing, Verizon provides 24x7 conference calling capability for all versions except Webex Calling (Flex). Customer purchases one or more Instant Meeting Conferencing bridges which includes 140 ports of bridge capacity, and the desired quantity of meeting hosts (Moderators). Instant Meeting Conferencing allows the Moderator to (a) dial out to conference participants one at a time, (b) initiate a digital recording of a conference call by dialing the required star code while a conference is in progress and (c) access and download such recordings for up to 30 days through the MyPhone Portal.

2.4.2.2 **Unified Communications Applications.** Unified Communications Applications is not available with Webex Calling (Flex). Unified Communications Applications enables a user with Webex Calling (Standard) to exercise the following capabilities of Webex Calling (Premier) during interactions between users of each version: (i) instant messaging and presence (IM&P); (ii) share what is displayed on the desktop through a web browser; (iii) receive a Mobile Client and Soft-Phone Client; and, (iv) initiate calls and use IM&P through MS Outlook and Lync.

2.4.2.3 **Call Center.** With Call Center, Verizon provides a fully integrated communications management capability, enabling automatic call distribution, customizable automated answer, and network queue hold music for Customer's supervisors and agents handling calls in a call center environment. Call Center is not available for Webex Calling (Verizon or Flex). Call Center capabilities include:

- **Routing Definitions.** Routing definitions are provided for overflow, stranded, and after-hours calls.
- **Supervisor Role.** The call center supervisor can monitor the status of call center agents, provide an emergency and escalation path for agents, participate as an agent to receive calls, move the position of callers waiting in queue, view the current activity in the calling administrative portal, and view reports.
- **Software Clients.** Using web-based clients, agents and supervisors can log into the call center, change status, click to dial, click to answer, hold or transfer calls, initiate a conference call, and access company and personal phone directories.
- **Dialed Number Information Service (DNIS) Support.** Supports multiple inbound phone numbers using the same routing logic and identifies dialed numbers, so a call center can provide customized greetings to callers.
- **Enhanced Reports.** Provides detailed reporting on agent and supervisor activity and DNIS levels, in addition to call statistics.
- **Administrator-defined Preferences.** Inbound calls are processed and distributed based on the



following Customer administrator defined preferences: (i) automatic call distribution with multiple distribution policies, (ii) scheduling and alternate routing policies, (iii) queuing policies by call and agent status, (iv) scheduled reporting and (v) customizable announcements.

2.4.4 **For Emergency Calling.** In the U.S. and Canada, Customer may direct Verizon to provision the RedSky licenses below. These Redsky Licenses are included with Webex Calling (Flex) but are an optional feature for the other versions.

- **RedSky 911 General Licenses.** Enables location tracking of all phones inside and outside the Customer's enterprise using multiple discovery methods. A Redsky General License is included with Webex Calling (Flex) and must be purchased separately with all other versions of Webex Calling.
- **RedSky 911 Enhanced Notification Subscription.** Enables value added services for Customers who order at least one RedSky 911 General License and provides enhanced support options which include (a) silent monitoring, the ability to "bridge-in" in mute mode on any 10 digit phone number(s) when a 911 call is dialed, (b) bridge-in, the ability to "bridge-in" in mute mode on any 10 digit phone number(s) when a 911 call is dialed where the bridged participant will need to enter a code to intervene the call and (c) recording, the ability to record calls to 911 in the cloud and to store for up to 30 days.

2.5 **Customer Responsibilities.** Any failure of Customer to perform the responsibilities set forth below may result in the immediate suspension or termination of Webex Calling for Cause.

2.5.1 **Compatibility.** Customer is responsible for ensuring that all equipment, software, wiring, power sources, telephone connections and/or communications services necessary for use with any Webex Calling version remain compatible with all system and device requirements as communicated by Verizon. All necessary site preparation will be completed by Customer, unless otherwise mutually agreed, prior to Verizon's performance of the required activities.

2.5.2 **Prohibited Activity.** Customer will not use Webex Calling for telemarketing, fax broadcasting, fax blasting, continuous or extensive call forwarding and will not utilize auto-dialers or any similar type of device in connection with any version of Webex Calling.

2.5.3 **Call Recording.** 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) disclose the lawful purposes for the recording and only use the recording for such purposes, and (vi) 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 will ensure that recordings do not include any Personal Data (such as personal health information, credit card number, or social security number) except as allowed or required by applicable law.

2.5.4 **Implementation.** Customer is responsible for the implementation and onboarding of Dedicated Instance. Customer must adhere to the requirements outlined in the Cisco Dedicated Instance Service Deployment Guide. Customer must supply Verizon and Cisco with all reasonably requested information (accurate, complete, and up to date), including any requested end user questionnaire and information about Customer's network, hardware and software. Customer is responsible for ensuring that it establishes and configures network connections (including, if applicable, PSTN) from their premises to the Dedicated Instance data centers in the applicable geographic regions. Customer is also responsible for ensuring sufficient network capacity and capacity planning with respect to their redundant data links connecting to the Dedicated Instance peering locations. If the link capacity needs to be increased, Customer is



responsible for all costs of increasing the capacity of its connections to the Dedicated Instance 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. Customer is responsible for handling 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. Customer will schedule and inform Verizon of maintenance on or changes to Customer network elements associated with Dedicated Instance.

3. SUPPLEMENTAL TERMS

3.1 **Disclaimer**. Certain service disruptions may occur with Webex Calling. Verizon will not be responsible for any service disruptions to servers or networks that are not managed by Verizon. Communications with analog modems are only permitted with Codec G.711 without silence suppression. Alarm lines of any kind (whether or not they use modems) are unsupported on Webex Calling. Verizon is not liable for unapproved changes to the Verizon-installed design and/or configuration, as such changes may interfere with Verizon's ability to provide Webex Calling in whole or in part. Verizon is not responsible for any data backup or retrieval within Webex Calling. Verizon will pay and assess applicable taxes and inter-carrier compensation on VoIP Service calls based on the originating location provided by Customer. Customer is responsible for any Customer or third-party claims arising from Customer's provision of an originating location that differs from the actual origin of a call. Verizon is not responsible for any components provided by a third party provider (TPP). Customer will ensure that users are properly notified (when PSTN is provided by a TPP or otherwise), access to emergency call services will be interrupted if there is a loss of power, broadband connection or functionality within the Webex Calling platform. Whenever Customer uses a TPP, support and troubleshooting capabilities may be significantly limited from Verizon. Customer is responsible for compliance with any laws that are applicable in any region or country where a TPP is provisioned by Customer. Verizon shall not be liable for any choice by Customer relating to retention periods, access rights or use of any call recordings. Verizon is not responsible for any Customer activity within the CUCM console or for any adverse impact that is caused by such activity.

3.2 **Emergency Calling**

3.2.1 **Access Limitations**. Customer is solely responsible for any third-party claims and liability arising from Customer's failure to notify its end users of emergency calling limitations. Customer must notify its end users of the following common events that can limit access to emergency calling via VoIP service:

- **Loss of Power**. VoIP service will be interrupted if there is a loss of electricity/power supply.
- **Loss of Broadband Service**. VoIP service will be interrupted if the attendant broadband connection is not available.
- **Failure of Equipment**. The malfunction or failure of equipment, software, or hardware necessary for end-to-end Internet functionality (e.g. routers, IP phones, analog gateways) can limit access to emergency services.
- **Non-Authorized Telephone Number**. A call by an end-user using a number that is not registered with Verizon.
- **Non-Native Telephone Number**. A call by an end-user using a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located).

3.2.2 **Location Identification Limitations**. Webex Calling has limited ability to identify an end user's location which can prevent or delay access to emergency services. Customer is solely responsible for ensuring that devices can be located in case of emergency.



- **In the U.S. and Canada.** Emergency services may be misrouted or delayed if the end user has not properly registered their location. Within the U.S., E-911 provided via Webex Calling will pass ANI and the registered primary service address of that ANI as ALI. If Webex Calling is provided to a campus environment where all buildings have the same service address and rate center, then Customer agrees that when 911 is dialed, the call will be routed to the appropriate public safety answering point (PSAP) based on the primary service address of the calling ANI.
- **Outside the U.S. and Canada.** Outside the U.S. and Canada, calls to local emergency numbers are supported as part of the IP Trunking service that is purchased separately. While emergency calling may be supported, location identifiers will not be passed on as part of Webex Calling.

3.2.3 Dynamic Routing Solutions (U.S. and Canada Only). Emergency calling via Webex Calling may be made on any device but may require an enhanced 911 dynamic routing solution from RedSky (whether purchased from Verizon or otherwise). Customer may request that Verizon provide RedSky along with professional installation services (which may require a separate Order). Without the provisioning and installation of RedSky as an enhanced 911 solution, 911 calls on devices may be delivered to the wrong location or PSAP, which could result in injury or death.

3.2.4 Change in Registered Location (U.S. and Canada Only). Devices that are not compatible with RedSky Dynamic Address Capability will not be able to use RedSky as an enhanced 911 routing solution. For all versions except Webex Calling (Flex), Customer's end users who want to use a device that is not compatible with RedSky Dynamic Address Capability (such as a non-fixed device that does not support HTTP Enabled Location Delivery) can register the phone's temporary location by utilizing the MyPhone application available on their Windows-based or Mac-based device. Without updating the correct user location with the MyPhone application, 911 calls on devices may be delivered to the wrong location or PSAP, which could result in injury or death.

3.3 Third Party Terms. Certain Webex Calling features may be enabled by accessing third party online portals. The use of these portals will be subject to their terms and conditions including any privacy policies. Verizon is not the data controller (as such term is defined by Regulation (EU) 2016/679 (GDPR) or applicable data protection laws) for any data collected at such portals. Customer will promptly complete any end user information form required by any third party providing features, components or add-ons to Webex Calling. Customer is solely responsible for complying with any TPP terms and for any actions taken by a TPP. If Customer chooses to use any Imagicle features, then the following terms will apply: www.imagicle.com/wp-content/uploads/2024/06/23-Cloud-Services-Terms-of-use.pdf. Customer agrees that terms from www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf and www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/cisco_collaboration_flex_plan.pdf will both apply to Customer's use of Webex Calling.

3.3

3.4 Protected Health Information (U.S. Only). Without a Business Associate Agreement in place with Verizon, Customer will not use Webex Calling in a way that causes Verizon to create, receive, maintain, or transmit "protected health information" (PHI) or 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. If Customer uses the call recording feature, then Customer will prohibit the discussion of PHI and delete any PHI references captured in a recording, to the extent required by applicable law.

3.5 Geographic Limitations



3.5.1 **Generally.** Customer agrees not to use any Webex Calling licenses obtained from Verizon in any country that is not on Verizon's approved country list at: www.verizon.com/business/service_guide/reg/webex-calling-approved-country.pdf. Any use of Webex Calling by Customer outside of the approved countries may be deemed a breach of the Agreement. If Verizon provides PSTN services in an approved country, then Customer agrees to use such PSTN service in connection with Webex Calling. If Customer uses a TPP to support Webex Calling in an approved country, including without limitation through Cloud Connected PSTN (CCP) or Local Gateway (LGW), then Customer shall enter into a separate agreement with such TPP and Customer shall be responsible for all TPP service terms and conditions (including privacy policies). When ordering CCP, LGW or a similar feature, Customer acknowledges that Verizon is (i) not a party to any TPP terms, (ii) not liable for any acts or omissions of the TPP and (iii) not responsible for any regulatory compliance of the TPP services.

~~3.5.2 India. This clause applies if Webex Calling will be accessed from India, then C:~~

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

~~• 3.5.2 Usage.~~ To extent usage of the Webex Calling requires it, Customer warrants that it and/or its Indian Affiliate (or other end user) is an OSP as described in the "Revised Guidelines for Other Service Providers (OSPs)" released by the Indian Department of Telecommunications on 23 June 2021 as amended from time to time.

4. **SERVICE LEVEL AGREEMENT.** The Webex Calling SLA is posted at the following URL: www.verizon.com/business/service_guide/reg/webex-calling-sla.pdf.

5. **FINANCIAL TERMS.** Except where explicitly stated otherwise, these financial terms apply to all versions of Webex Calling. Even if Customer underutilizes the quantity of licenses available, Customer will still be billed for the quantity of licenses subscribed for in the Order. If Customer terminates the subscription for any license, then Customer shall pay 100% of the Charges that would have been payable for such license in the remaining part of the Service Commitment. Customer understands that directing Verizon to assist with moves, adds, changes and deletions (MACD) activities may incur additional Charges. Customer accepts that Webex Calling does not auto-renew.

5.1 **Optimized Service.** Customer will pay the Charges for Webex Calling + specified in the Agreement, including those below and at the following URL: www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm.

5.2 **Charges for Webex Calling (Standard/Premier)**

5.2.1 **Payment Differences.** With Webex Calling (Standard), Customer pays for each end user and then pays for trunk capacity separately to support the expected call volume for end users at a site. With Webex Calling (Premier), Customer pays a single charge that covers both the end users at a site and trunk capacity to support the expected call volume for those end users.

5.2.2 **International Calling.** International locations have been divided into four tiers, each of which is associated with a per-minute rate. Webex Calling (Standard/Premier) may be used by Customer to complete international calls to the locations set forth at the following URL: www.verizon.com/business/service_guide/reg/webex-calling-international-tiers.pdf.



- 5.2.3 **Local Number Portability.** Verizon may charge Customer to port its telephone numbers (i.e., retain them) using Local Number Portability (LNP) at the same time that Webex Calling is made available for use, or delay LNP for up to 10 days afterwards.

5.3 **Charges for Webex Calling (Verizon and Flex)**

- 5.3.1 **Monthly Charges.** Customer will pay a monthly recurring charge (MRC) for Webex Calling (Verizon) and for Webex Calling (Flex) as set forth in the Agreement.

- 5.3.2 **Flexibility and Minimum.** With Webex Calling (Flex), Customer is able to exceed the quantity of provisioned Enterprise Agreement Calling Licenses by up to 20% without incurring additional fees (however, that increase percentage will be no more than 15% when the license is purchased as part of a Webex Suite Calling and Meetings bundle). However, when Customer exceeds the Customer's 20% growth allowance applicable to Webex Calling (Flex), Customer shall notify Verizon and execute an Order reflecting such higher quantity of usage. Customer may not decrease the quantity of licenses or terminate the subscription for any Webex Calling (Flex) licenses during the Service Commitment. If the Customer requests an increase in the number of licenses, then subsequent billing periods will bill at such higher number, regardless of usage.

- 5.3.3 **Enterprise Level Billing.** For Webex Calling (Flex), Customer must designate one location as the enterprise level account. The following will be billed at the enterprise level: (i) Webex Calling (Flex) Call Recording (the ability to order packages of 100 licenses to be spread across Customer sites), (ii) RedSky Enhanced Notification, and (ii) training. Once provisioned, any optional fees related to RedSky may be billed at the site level. User licenses that bill to the enterprise level will continue to do so until those licenses are allocated by Verizon to a specific location or site. Licenses allocated by Verizon to the site level from point of Order will only bill at the site level.

- 5.3.4 **International Calling.** The international call rates are priced and billed as part of the IP Trunking that is purchased separately.

- 5.3.5 **Local Number Portability.** Local number portability is supported as part of the IP Trunking that is purchased separately.

- 5.3.6 **PNC Charges.** For Webex Calling (Flex), if Customer has any locations connected using private networks (such as Verizon Private IP), then Customer will be billed a Charge for a Private Network Connect (PNC). PNC is a dedicated, managed, Quality-of-Service (QoS) supported IP link from the customer's network to the Webex Calling service via a private link (such as Verizon Private IP).

- 5.4 **Charges for Dedicated Instance.** With Dedicated Instance, Customer will be required to purchase cluster instances based on the regions in which Customer anticipates deploying licenses. With Designated Instance, Customer may also be required to purchase additional connectivity to peer with Webex to extend their organization to Dedicated Instance. Customer has the flexibility to distribute users across both Dedicated Instance and Webex Calling, and adjust users over time as needed to address business requirements. Customer must select one of the following connectivity options per cluster:

- 5.4.1 **Partner Connect.** Where available, the Partner Connect model lets Customer leverage Verizon's connectivity with Webex to extend their Webex Calling Dedicated Instance traffic from their premises to the cloud.



- 5.4.2 **Webex Edge Connect.** Where Partner Connect is not available, Customer will use Webex Edge as a dedicated, managed, Quality-of-Service (QoS) supported IP link from customer's premises to the Webex cloud via the Equinix Cloud Exchange Fabric. This dedicated connection allows Customer to register endpoints and integrate on-premises applications with Dedicated Instance.
- 5.5 **Charges for Optional Features.** Optional features may have variable costs that are calculated on the basis listed below. Mobile Client configured users can configure their Webex Calling services to receive inbound calls to, or place outbound calls from, their smartphone and such calls may incur charges for use of cellular minutes or data services from the user's wireless provider (such charges are the responsibility of Customer or the user, as applicable). For billing purposes, a "configured user" exists when Verizon provisions the feature and makes it available to Customer.
- MRC calculated based on per instance: Auto Attendant, Hunt Group, Enhanced Call Queue, Stand-alone Voice Mail, Unified Communications Applications, and Call Recording.
 - MRC calculated based on per configured user: Receptionist, Mobile Client User for Standard users, Soft-phone Client User for Standard users, Tablet Client for Standard Users, Instant Meeting Moderator, Call Center Agent, Call Center Supervisor, and CRM Client.
- 5.6 **Activation Charges.** For Webex Calling (Standard/Premier) and Webex Calling (Verizon), Customer pays a non-recurring (NRC) activation charge for each site it establishes. This NRC covers Verizon's provisioning of the network-based features and includes one auto attendant, one enhanced call queue, and access to the web-based MyPhone Portal.
- 5.7 **Migration Charges.** When ordering Migration Services, Customer will be billed an NRC as set forth in the Agreement for each Webex Calling user that is established using extracted and configured data from the applicable Legacy Platform.
- 5.8 **Applicable Minimums.** Notwithstanding anything to the contrary, the Service Commitment shall not be less than 12 months.
- 5.9 **Non-Optimized Service.** Customer will pay the Charges for Webex Calling specified in the hyperlink below and in the Agreement. In addition, online pricing for Webex Calling provided by a U.S. Verizon entity is at: www.verizon.com/business/service_guide/reg/cp_virtual_communications_express.pdf.
6. **DEFINITIONS.** The following definitions apply to Webex Calling, in addition to those identified in the Master Terms and the administrative charge definitions at the following URL: www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm.

Term	Definition
Calling User Portal	A website designated by Verizon to be used with services on Customer's Order.
Employee Count	The number of employees as of the date of Customer's Order.
IP Trunking	A trunking service that can be provided by Verizon.
Legacy Platform	Any Customer platform hosting data such as Hosted IP Centrex (HIPC), Centrex, or PBX systems.
Migration Service	Activities involved to set-up, assist or otherwise facilitate a migration.
Mobile Client	Software that enables a configured user to install an application on his/her Android® or iOS®-based smartphone to utilize it as a Webex Calling telephonic endpoint.
MyPhone Portal	A website designated by Verizon to be used with services on Customer's Order.
Soft-phone Client	Soft-phone Client is software that enables a configured user to use a Windows®.



	based or Mac [®] -based computer as a Webex Calling telephonic endpoint.
TPP	A third party provider selected by Customer to deliver a component used in connection with Webex Calling, such as providing PSTN connectivity.