



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 09-22-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0947 0947 ERP2300000001 1	Procurement Folder:	1077255
Document Name:	Hosted Call Center Operations	Reason for Modification:	
Document Description:	Hosted Call Center Operations		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-12-21
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-12-20

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000190764 VERIZON BUSINESS PO BOX 371392 PITTSBURGH PA 152507392 US Vendor Contact Phone: 800-334-7692 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Matthew H Ellison Requestor Phone: (304) 741-8565 Requestor Email: matt.ellison@wvoasis.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
CONTROLLER ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV 25301 US	CONTROLLER ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV 25301 US

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION
DATE: *M. X. [Signature]* 9/29/2022
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: *John S. [Signature]*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: *Beverly Toler* 10-3-22
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor: Verizon Business Network Services, LLC dba Verizon Business Services, agrees to this "Open-End" Contract for Hosted Call Center Operations for the WV OASIS Platform with the State of West Virginia - Enterprise Resource Planning Board, per the Terms and Conditions, Specifications, Bid Requirements, Addendum No. 1 dated 08/16/2022, the vendor's bid dated 08/23/2022 and other documents incorporated herein by reference and made a part hereof.

Effective dates 12/21/22 - 12/20/23

Renewals remaining: 3.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81161700				0.000000
	Service From	Service To			

Commodity Line Description: Hosted Call Center Operations

Extended Description:

As per pricing page

	Document Phase	Document Description	Page 3
ERP2300000001	Draft	Hosted Call Center Operations	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☒ **Cyber Liability Insurance** in an amount of: \$1,000,000 per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel

Revised 07/01/2022

products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Sandra Hawkins, Sr Client Executive

(Printed Name and Title) Sandra Hawkins, Sr Client Executive

(Address) 4700 MacCorkle Av SE., Charleston WV 25304

(Phone Number) / (Fax Number) 3048070207/8772943612

(email address) sandra.k.hawkins@verizon.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

**Verizon Business Network Services LLC, on behalf of MCI Communications Services LLC
d/b/a Verizon Business Services**

(Company) Anthony Recine

(Authorized Signature) (Representative Name, Title)

Anthony Recine SVP August 18, 2022

(Printed Name and Title of Authorized Representative) (Date)
3048070207/8772943612

(Phone Number) (Fax Number)

sandra.k.hawkins@verizon.com

(Email Address)

**REQUEST FOR QUOTATION
Hosted Call Center Operations**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Enterprise Resource Planning Board to establish a contract for Hosted Call Center Operations Services.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Services”** means Hosted Call Center Operations Services as more fully described in these specifications.
 - 2.2 “Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 “IVR”** means Interactive Voice Response, an automated system technology that allows incoming callers to access information via a voice response system of pre-recorded messages.
 - 2.5 “PII”** means personally identifiable information.
 - 2.6 “SLA”** means Service Level Agreement, the level or service expected by a customer from a supplier.

- 3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1.** Service provider must have been doing business in this industry for more than five (5) years.
 - 3.2.** Service provider must have successfully deployed a similar in nature application, and references not included in the bid may be requested prior to award.

**REQUEST FOR QUOTATION
Hosted Call Center Operations**

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 General Application Requirements, Virtual Contact Center, or equal:

4.1.1.1 Must include Automatic Call Routing.

4.1.1.2 Must have an IVR system routing calls through a self-service process and identifying the best group to receive the call.

4.1.1.3 Must have Text to Speech capabilities.

4.1.1.4 Must include two toll-free numbers setup and maintenance, along with the ability to provision new toll-free numbers to handle all call volume requirements. Must have the ability to accept a transferred/existing toll-free number.

4.1.1.5 Must have voicemail to allow callers to leave detailed voicemails during high call volumes.

4.1.1.6 Must have the ability to support agents while working remotely. System must be accessible via a web page.

4.1.1.7 Must have a Service Level Agreement of 99.9% up-time.

4.1.1.8 Must have the ability to create reminders for any call back needs, routed to either the original agent or an agent of a different skill set.

4.1.1.9 Must have the ability for agent-to-agent communication, inclusive of an easily referenced color scheme to identify agent availability.

REQUEST FOR QUOTATION Hosted Call Center Operations

white noise or a bleeping noise into the call to mask HIPAA or PII information.

4.1.2.2 Must allow for a supervisor to take control of a call, monitor a call, or communicate directly with the Agent to help on a call.

4.1.3 Reporting Needs

4.1.3.1 Must include customizable and personalized dashboards.

4.1.3.2 Must provide the number of calls in queue.

4.1.3.3 Must provide average wait time for callers.

4.1.3.4 Must provide average call time for each Agent.

4.1.3.5 Must keep historical reporting records.

4.1.3.6 Must provide IVR statistics, such as percentage of customers opting to speak to an agent, types of calls, reasons for transferring calls to each department, calls handled by the IVR, reasons for call drop-offs, and mis-routed calls.

4.1.3.7 Must provide Custom Service Level Calculations for SLA Agreement customers.

4.1.4 Estimated Call Volumes

4.1.4.1 The service must be able to handle an end user community of an estimated 400 to 800 calls per day, with an estimated call time of 2-3 minutes each.

4.1.4.2 The service must be able to allow for a maximum of twenty (20) callers in the queue, with the ability for us to adjust this during higher call volumes, when all Agents are busy with other callers.

4.1.4.3 The service must accommodate the ability to handle and license multiple agents and supervisors with the ability increase and/or

**REQUEST FOR QUOTATION
Hosted Call Center Operations**

- 4.1.1.10** Must have the ability to quickly change or modify existing scripts to change call routing. These changes must be realized by the caller within 10 minutes of the saved changes. Vendor must be able to convert up to 50 existing scripts to the new platform. The conversion must be listed as a separate one-time cost on the cost sheet.
- 4.1.1.11** Must have the ability to create customer service satisfaction surveys through the IVR or E-mail, with the ability to view and export results. Surveys must be customizable.
- 4.1.1.12** Must allow for the call to be recorded, tracked, and saved to cloud storage. A price per month must be provided per agent/supervisor with 1 gigabyte storage included.
- 4.1.1.13** Must provide call logs with contact history for each Agent and Supervisor.
- 4.1.1.14** Must have the ability to create skill-based routing of calls to include Phone, Email, Chat, and/or Voicemail.
- 4.1.1.15** Must provide an option to hold a caller's place in queue and allow for call back to a phone number entered by the caller when it is their turn.
- 4.1.1.16** Must be able to use existing hardware and phone lines with this service. wvOASIS currently utilizes Windows 10 Pro 64-bit Operating System on a standard desktop. Phone communication is provided through Microsoft Teams Standard Edition, also running on a standard desktop and solution must be compatible with the existing environment.
- 4.1.1.17** The winning vendor must provide implementation and training services for the platform for up to eight (8) agents.

4.1.2 Agent / Supervisor Requirements

- 4.1.2.1** Application must allow for call recording by either the Agent on the call or initiated by a supervisor. Must include the ability to inject

**REQUEST FOR QUOTATION
Hosted Call Center Operations**

decrease Agent and Supervisor licenses within 15 minutes of a requested change.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor must enter the price per each Agent and Supervisor port, the cost for the toll-free lines and per minute for calls, the cost of recording and storing calls, and any other charges to be billed for these services, inclusive of all taxes, fees, and surcharges. Vendor should enter the unit pricing electronically onto the commodity lines through wvOASIS. Failure to do so may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Commodity Lines through wvOASIS, if available, or as an electronic document

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay monthly in arrears for services, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:**
Vendor may be reimbursed for travel in accordance with the State of west Virginia's published travel policy governing state employee travel with the following modifications: (1.) Vendor travel will not be reimbursed unless vendor personnel are required to be present at a location more than 75 miles away from Agency's designated headquarters, more than 75 miles away from the vendor's closest place of business, and more than 75 miles from the primary residence of the vendor's closest employee performing the work. (2.) Vendor must calculate travel costs from the required location to the agency headquarters, the vendor's closest place of business, and the closest employee's residence. Mileage reimbursement totals for travel purposes will

REQUEST FOR QUOTATION
Hosted Call Center Operations

be based on the lowest mileage of the three calculations. (3.) Vendor will not be compensated for travel time.

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee if the cards or keys become lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION
Hosted Call Center Operations

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

Verizon Response: Read and understood

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Sandra Hawkins

Telephone Number: 3048070207

Fax Number: 8772943612

Email Address: sandra.k.hawkins@verizon.com



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Telecomm

Proc Folder: 1077255			Reason for Modification: Addendum No. 1 is issued to publish vendors questions with their responses and to publish a revised pricing sheet
Doc Description: Addendum No. 1 Hosted Call Center Operations			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-16	2022-08-23 13:30	CRFQ 0947 ERP2300000001	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

**Vendor
Signature X**

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No.1 is issued for the following reasons:

1) To publish a copy of vendor questions with their responses.

2) to publish a copy of Exhibit A Pricing Page

--no other changes--

Quantities listed on the Commodity lines are estimated only and based on monthly usage. Vendors should enter their price per each unit per month.

INVOICE TO

ENTERPRISE RESOURCE
PLANNING BOARD
1007 BULLITT STREET
SUITE 400
CHARLESTON WV
US

SHIP TO

ENTERPRISE RESOURCE
PLANNING BOARD
1007 BULLITT STREET
SUITE 400
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Toll Free Routing Plan (per line, per month)	2.00000	EA		

Comm Code**Manufacturer****Specification****Model #**

81161700

Extended Description:

Specification 4.1.1.4

Toll Free Routing Plan (per line, per month)

(Quantities are estimated on a monthly basis)

Enter Unit Price per each

INVOICE TO		SHIP TO	
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US		ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Toll Free Calls (per minute)	6075.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description:

Specification 4.1.1.4
Toll Free Calls (per minute)
(Quantities are estimated on a monthly basis)
Enter Unit Price per each

INVOICE TO		SHIP TO	
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US		ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	IP Call Center (per month)	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description:

Specification 4.1.1.6
IP Call Center Access via web page
(Quantities are estimated on a monthly basis)
Enter Unit Price per each

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Conversion of existing call routing scripts (one-time)	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description:

Specification 4.1.1.10

Conversion of up to 50 existing scripts for call routing purposes
(Quantities are estimated on a monthly basis)

Enter Unit Price per each

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Voice Recording (per agent, per month)	6.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description:

Specification 4.1.1.12

Voice Recording (per agent, per month)

1GB Cloud Storage included

(Quantities are estimated on a monthly basis)

Enter Unit Price per each

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Voice Recording Storage (per extra GB, per month)	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description:

Specification 4.1.1.12

Voice Recording Storage (per extra GB, per month)

1GB Cloud Storage included

(Quantities are estimated on a monthly basis)

Enter Unit Price per each

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Implementation and Training Costs	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111508			

Extended Description:

Specification 4.1.1.17

Implementation and Training Costs

(Quantities are estimated on a monthly basis)

Enter monthly fee

INVOICE TO		SHIP TO	
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US		ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Port Fee(s) for queue (per port, per month)	15.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111508			

Extended Description:

Specification 4.1.2

Port Fee(s) to allow for calls in queue.

(Quantities are estimated on a monthly basis)

Enter Unit Price per each

INVOICE TO		SHIP TO	
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US		ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Unique Logged in User Fee (per user, per month)	6.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111508			

Extended Description:

Specification 4.1.2

Unique Logged in User Fee (per user, per month)

(Quantities are estimated on a monthly basis)

Enter Unit Price per each

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions are due by 4:00 p.m.	2022-08-12

SOLICITATION NUMBER: CRFQ ERP2300000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

Addendum No 1 is issued for the following reasons:

- 1) To publish a copy of vendor questions with their responses.
- 2) To publish a copy of Exhibit A Pricing Page
- no other changes--

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ERP23*001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Verizon Business Network Services LLC on behalf of
MCI Communications Services LLC, d/b/a
Verizon Business Services

Company

Anthony Recine

Authorized Signature

August 18 2022

Date

OTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
vised 6/8/2012

CRFQ ERP2300000001
HOSTED CALL CENTER OPERATIONS
Vendor Questions

Q.1 What is the application that will be supported?

A.1 This is for the Help Desk of the wvOASIS Enterprise Resource Planning System. Internal support for agency employees, as well as external support for vendors and customers.

Q.2 Are there any security requirements you are looking to meet? Fedramp, etc?

A.2 No

Q.3 What channels are utilized today?

A.3 Need more information.

Q.4 Does each agent have their own direct dial (DID) in Microsoft Teams? If so, should voicemails be routed to Teams or kept within the contact center?

A.4 Yes each caller has a DID, all voicemails should be kept within contact center

CRFQ ERP2300000001
HOSTED CALL CENTER OPERATIONS
Vendor Questions

Q.5 Is there a breakdown of “reasons for calling” available that you can provide? If not, can you please provide some of the most common reasons someone calls in?

A.5 We do not classify “reasons for calling” within the call center this is tracked in our ticketing system.

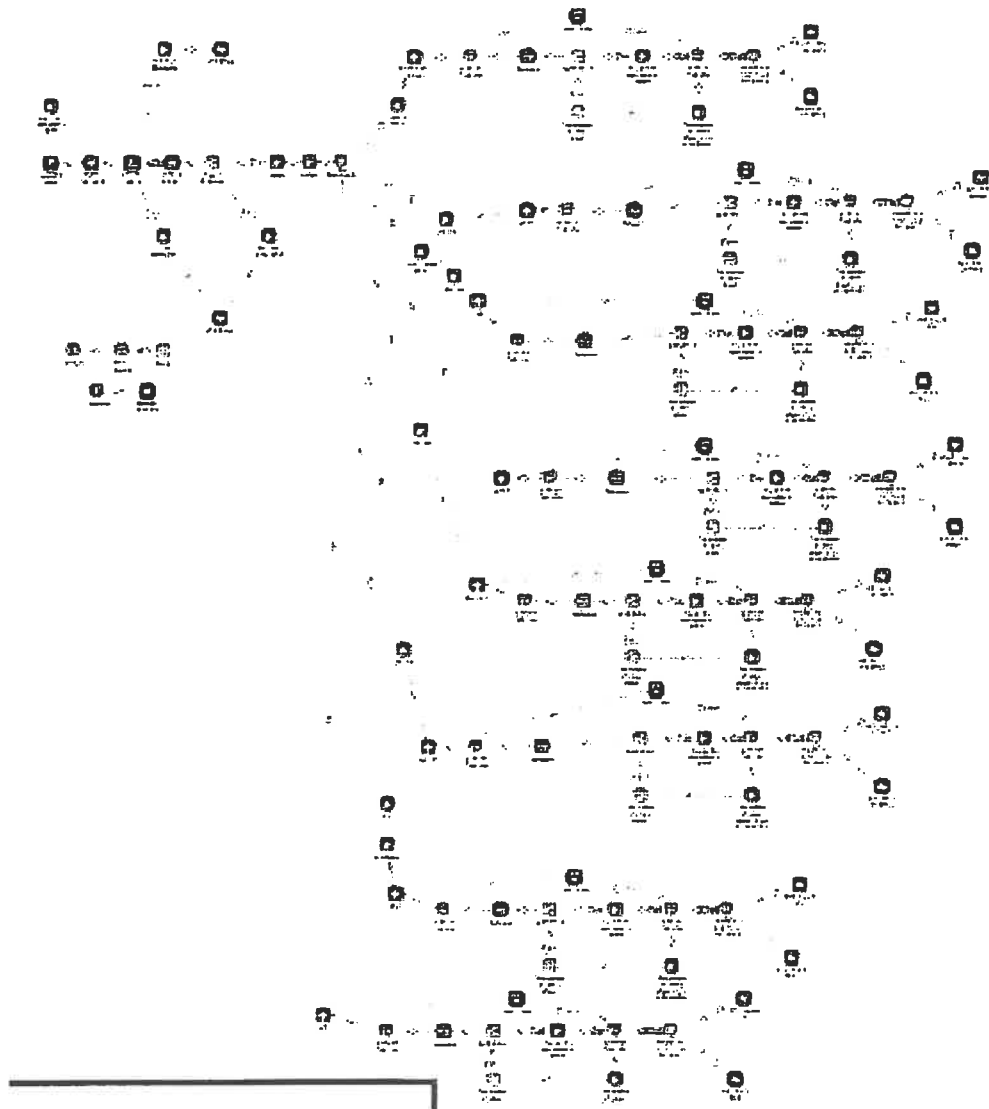
Q.6 Do any agents (i.e., remote agents) utilize a virtual desktop/VDI, such as Citrix Workspaces or RDP?

A.6 No

Q.7 Can you provide any more detail on the "50 existing scripts" that need to be converted? I'm not sure how to estimate the labor required based on information provided. Call flow documents would be helpful. At a minimum we would need a description of the most complex and least complex scripts.

A.7 Provided is an example of one script. The vendor would need to provide any estimates based on this script.

CRFQ ERP2300000001
HOSTED CALL CENTER OPERATIONS
Vendor Questions



CRFQ ERP2300000001
HOSTED CALL CENTER OPERATIONS
Vendor Questions

Q.8 If our solution is 100% web-browser based, does MS Teams need to be involved in the call delivery? (see 4.1.1.16)

A.8 Teams is only involved in how the call is routed to the agent. The agents are already provided MS Teams, the vendor will not be required to host or install MS Teams. The agents already have an assigned phone number.

Q.9 4.1.1.3 What type of Text to Speech is requested? Is it say or press 1...

A.9 Basic text to speech is required, the example provided would sufficiently qualify the vendor. This would be used for only the routing effort of the call.

Q.10 4.1.1.11 Can you provide an example of a survey you use? What do you like or don't like about existing survey?

A.10 Survey options such as rating 1-10 (radio boxes) and open text is required.

Q.11 Page 30 ends with 4.1.1.9 and page 31 starts with 4.1.2.2, page 32 is 4.1.1.10. Looks like pages are out of order can you confirm? Are there any pages missing?

CRFQ ERP2300000001
HOSTED CALL CENTER OPERATIONS
Vendor Questions

A.11 There are no pages missing. It does appear that pages 31 and 32 have been transposed. Please rearrange the order of these pages, so the numbering of specifications is in order, with page 32 becoming page 31 and page 31 becoming page 32.

Q.12 Any additional features ERP would like to see?

A.12 Since this is an RFQ all requirements are listed on the bid.

Q.13 Is it possible to get an extension to the bid opening?

A.13 Time is of the essence in securing this bid. Please respond in the timeline requested.

Q.14 Who is the incumbent for this contract?

A.14 Verizon Virtual Contact Center

Q.15 What is the retention period for recorded calls?

A.15 Maximum of 30 Calendar Days

CRFQ ERP2300000001
HOSTED CALL CENTER OPERATIONS
Vendor Questions

Q.16 Can you please provide a call arrival pattern?

A.16 Please see Question #7.

Q.17 What is the nature of inbound calls including dispositioning requirements?

A.17 Currently we use nine queues for inbound calls, and those calls are based on agents assigned to those channels and priorities.

Q.18 Is there a preference for delivery in-state?

A.18 No

Q.19 How long is the anticipated training?

A.19 The vendor will need to propose the timeline.

Q.20 Will the Department provide training materials or a train-the-trainer model?

A.20 The vendor will need to provide all training materials and sufficient person to person training.

CRFQ ERP2300000001
HOSTED CALL CENTER OPERATIONS
Vendor Questions

Q.21 Does the Department have a pricing structure preference (ex. fully loaded agent hourly rate, etc.)?

A.21 This RFQ is for a hosted call center solution that does not include personell costs. The agents are currently employeed by WVOASIS.

Q.22 What is the total budget of the contract for the last two years?

A.22 Please provide us with fair market pricing for this service, and make us your best offer.

Q.23 One of the key questions is since this is a fully hosted contact center, will we need to include a monthly cost for managed services somewhere in the cost form? We may need to bundle a monthly licensing cost with a monthly support cost.

A.23 The Pricing Page has been updated to include a line for "Additional Costs". Please define the additional costs clearly.

CRFQ ERP2300000001
HOSTED CALL CENTER OPERATIONS
Vendor Questions

Q.24 Bidding form Line item #3 IP Call Center – We have a combination of software licensing and ongoing maintenance and support costs.

We can price that as one here, we want to ensure that is the intended requirement.

A.24 See question #23

Q.25 Bidding form Line item #7 Implementation and Training – You've requested a monthly fee and this work will have different actual cost characteristics where some of the costs will be higher in the earlier part of the project and lower towards the end.

Should we assume you want us to spread that out over the 12 months of the suggested initial contract term?

A.25 Each vendor can determine how they want to spread the cost.

Q.26 Section 4.1.1 – has an un-numbered requirement that states the need to “mask HIPAA or PII information”.

(We believe the original document was printed out of order and the full requirement is *4.1.2.1 Application must provide call recording either by Agent or initiated by the supervisor. Must include the ability to inject white noise or a bleeping noise into the call to mask HIPAA or PI information.*)

CRFQ ERP2300000001
HOSTED CALL CENTER OPERATIONS
Vendor Questions

Does this need to happen in real-time or part of post-processing of call recordings?

A.26 This specification was intended to be optional and not required. Please disregard this specification. If provided, it can be allowed in real-time or as post-processing of recordings.

Q.27 Requirement 4.1.1.16, states that we must have the ability to “use existing hardware and phone lines” and that those phone communications are over Microsoft Teams Standard Edition.

Are you using a Session Border Controller to make the connection between inbound calls over SIP to Microsoft Teams?

- If yes, then what session border controller are you using?
- If no, please describe how this routing currently takes place.

A.27 Currently we enter a phone number for the agent to communicate to the call center. This is the number that the call center uses to route those incoming calls back to the agent. We do not use SIP.

Q.28 Are agents expected to use MS Teams to receive calls?

A.28 Yes

CRFQ ERP2300000001
HOSTED CALL CENTER OPERATIONS
Vendor Questions

Q.29 Would utilizing a softphone via the web-based agent application be acceptable?

A.29 No

Q.30 Do any of the phones not connect to a SIP domain? (PSTN only)

A.30 Agents currently receive calls through MS Teams and the contract indicates this needs to be the same going forward.

Q.31 How many additional lines other than the toll-free numbers would you need?

A.31 OASIS currently utilizes two toll-free numbers, one for production and one for testing purposes for new call routing changes. No additional lines would be necessary, since each Agent currently has a unique phone number through MS Teams.

Q.32 How many extensions would you need?

A.32 Agents currently use MS Teams and there is no need for an extension.

Q.33 Section 4.1.3 encompasses reporting needs:

Do you need to archive or store contact center data into a data warehousing or storage system outside of the contact center platform?

CRFQ ERP2300000001
HOSTED CALL CENTER OPERATIONS
Vendor Questions

- If yes, what is that storage system?

A.33 OASIS currently relies on a simple reporting tool in the call center. Currently we report for the last 12 months.

Q.34 Section 4.1.1.10 – references the need to convert existing scripts.

Would we be able to receive an example of what one of these scripts look like?

A.34 Please see Question #7.

Q.35 Section 4.1.1.12 – is regarding recordings

Do call recordings need to be stored or archived in an external system?

- If yes, what is that storage system?
- Retrieval process for archived recordings?

A.35 No they only need to be stored in the call center.

Q.36 Do these recordings need to be captured and stored in a PCI compliant manner?

A.36 No

Q.37 Is there an existing policy to keep recordings for x amount of time?

CRFQ ERP2300000001
HOSTED CALL CENTER OPERATIONS
Vendor Questions

A.37 No

Q.38 Section 4.1.1.14 – states that routing should include email, chat, and voicemail

Do agents have individual emails or is it a shared inbox?

A.38 Shared email boxes, however this is handled through Office 365.

Q.39 What system do you use to receive and process those emails?

A.39 Outlook

Q.40 What specific chat channels are you using? (web, social media channels, SMS, etc)

A.40 The channels needed for this RFQ have been defined within the specifications of the RFQ.

Q.41 How do agents process voicemails?

- Are voicemails specific to agents or handled as a group?

A.41 – Voicemails are processed by agents through a defined route. Voicemails are routed in the same manner as email.

CRFQ ERP2300000001
HOSTED CALL CENTER OPERATIONS
Vendor Questions

Q.42 Are there any accessibility requirements?

A.42 No

Q.43 Are there any multi-language support requirements for the agent interface?

A.43 No

Q.44 What other systems do your agents interact with to process calls, fetch information, etc.?

A.44 That is not part of this RFQ.

Q.45 Are these web-based systems (primarily accessed via a web browser)?

A.45 Yes

Q.46 Do these systems expose APIs for interacting with their data and capabilities?

A.46 No

Q.47 Do agents need to be able to make outbound calls?

A.47 Yes.

CRFQ ERP2300000001
HOSTED CALL CENTER OPERATIONS
Vendor Questions

Q.48 Do agents need to be able to make transfers to numbers outside of the contact center?

A.48 This was not addressed in the RFQ. There is no requirement for this functionality.

Q.49 Does the Contact Center need to integrate with wvOASIS?
Any specific requirements?

A.49 No

EXHIBIT A - PRICING PAGE - Hosted Call Center Operations
(Quantities are estimated on a monthly basis)

	Product Description	Item #	Unit Price	Estimated Quantity	Ext Price
4.1.1.4	Toll Free Routing Plan (per line, per month)			2	
4.1.1.4	Toll Free Calls (per minute)			6075	
4.1.1.6	IP Call Center (per month)			1	
4.1.1.10	Conversion of existing call routing scripts (one-time)			1	
4.1.1.12	Voice Recording (per agent, per month) - 1GB Storage included			6	
4.1.1.12	Voice Recording Storage (per extra Gigabyte)			1	
4.1.1.17	Implementation and Training Costs			1	
4.1.2	Hosted Call Center Port Fee (per each additional port)			15	
4.1.2	Unique Logged in User (inclusive of one Universal Port) - per user			6	
	Additional Costs - Please Define Clearly				

Total Monthly Cost:

Annualized Cost:

Attachment 1

Supplemental Exceptions and Clarifications

Instructions to Vendors Submitting Bids:

Section 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

Verizon Response: Verizon is submitting the following exceptions and clarifications.

From the General Terms and Conditions:

Section 13 PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

Verizon Response: Verizon pricing does not include taxes, fee or surcharges. Taxes, fees and surcharges will be listed separately on the invoice. Verizon will also agree to meet the request to extend any publicly advertised sale price to the state if it is lower so long as the publicly advertised sales price is from a similarly situated state contract of the same size.

Section 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and

P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

Verizon Response: Verizon has read and understands with the following clarification. Verizon's preferred payment options are 1) electronic Automated Clearing House (ACH) payment; 2) electronic bank account Wire Transfer; or 3) paper check payment. Both electronic payment options can be set up through the Customer's account on Verizon's online billing portal, the VEC. Verizon can accept payment via P-Card or Credit Card on an auto-recurring basis only.

Section 16 TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

Verizon Response: All Charges are exclusive of Taxes, fees and surcharges. Customer shall pay any Taxes, fees and surcharges that apply to Charges. Verizon will exempt Customer from Taxes, fees and surcharges in accordance with law and regulation, after receiving a valid tax exemption certificate. If Customer is required by law or regulation to make any deduction or withholding from any payment, then the gross amount payable by Customer to Verizon will be increased so that, after any such deduction or withholding, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required. In addition, Verizon may adjust or introduce Governmental Charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

Section 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

Verizon Response: All Charges are exclusive of Taxes, fees and surcharges. Customer shall pay any Taxes, fees and surcharges that apply to Charges. Verizon will exempt Customer from Taxes, fees and surcharges in accordance with law and regulation, after receiving a valid tax exemption certificate. If Customer is required by law or regulation to make any deduction or withholding from any payment, then the gross amount payable by Customer to Verizon will be increased so that, after any such deduction or withholding, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required. In addition, Verizon may adjust or introduce Governmental Charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

Section 28. WARRANTY:

Verizon Response: Verizon would like to propose the following clarification as found in the redlined version below: (Changes are in bold and underlined)

The Vendor expressly warrants that the goods and/or services covered by this Contract will at the time of acceptance: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

Section 36 INDEMNIFICATION:

Verizon Response: Verizon would like to propose the following clarification as found in the redlined version below: (Changes are in bold and underlined)

The Vendor agrees to the extent of its negligence or willful misconduct, to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any third party claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.



Attachment 2

The below standard terms and conditions govern the provision of Verizon services generally and the Service Attachments provide specific terms and conditions regarding the products and services Verizon offered in response to this RFQ. These terms are intended to supplement the terms and conditions of the RFQ, as negotiated and/or addressed by Verizon in its proposal. In the event of a conflict, the RFQ contractual terms control.

Verizon Supplemental Terms

1. SERVICE ORDERING OPTIONS

- 1.1 **Orders.** Customer may place Orders for Service via Verizon's standard process for such Service.
- 1.2 **No Sign SOF (NSS) Process.** When using the NSS Process, Verizon will send the NSS to Customer via email to an address provided by Customer. The NSS has the same effect as a signed Order. Customer has five days from receipt of the NSS to notify Verizon of any errors.

2. CHARGES, PAYMENT, TAXES, AND PURCHASE COMMITMENTS

- 2.1 **Charges.** Customer shall pay the applicable Charges for Services as specified in the Agreement. Unless otherwise expressly set out in the Agreement, Verizon may change its Charges as follows: (a) for voice Services, upon seven days' notice to Customer; and (b) for all other Services upon 30 days' notice to Customer to take effect, (i) immediately for Services with no Purchase Commitment, or (ii) for Services with a Purchase Commitment at any time after the expiration of the Volume Commitment Period and/or Service Commitment (as applicable).
- 2.2 **Online Pricing.** If the Agreement incorporates online Charges, those Charges may be supplemented by the Charges for new Service options as they become available, such as faster speeds and advanced features. Any such new Charges will be clearly distinguished from existing Charges, which will not be affected. Customer may order such new Service options at the referenced Charges, subject to applicable terms.
- 2.3 **Activation.** Customer is deemed to have accepted Services on the Activation Date. Charges are accrued and invoiced as follows: (a) recurring Charges accrue from the Activation Date and are invoiced in advance; (b) usage based Charges accrue from the Activation Date and are invoiced in arrears; (c) non-recurring Charges accrue from the Commencement Date and are invoiced at any time thereafter; and (d) Third Party Charges are invoiced in accordance with the Order or Service Attachment. For Charges invoiced more than six months after the date a Charge accrues Customer may obtain a credit on request (except in cases involving fraud or Third Party Charges).
- 2.4 **Activation Delays.** If the Activation Date is delayed because Customer: (a) has not done all that is necessary on its part to activate the Services, Verizon may deem a date to be the Activation Date (whether the Services are ready for use or not) by notice to Customer and Charges will accrue in accordance with the clause entitled Activation; or (b) requests a delay; then in either case Customer shall be liable for any third party costs incurred by Verizon relating to the affected Services at a Customer Site during the period of delay.
- 2.5 **Payment.** Customer shall pay Verizon invoices within 30 days of the relevant invoice date in accordance with the remittance instructions on the invoice.
- 2.6 **Security.** In order to secure payment from Customer, Verizon may at any time request Customer to provide reasonable Security or increase existing Security. Customer must comply with any such request.



- 2.7 **Disputed Amounts.** If Customer notifies Verizon of a Disputed Amount by the Due Date, the Disputed Amount may be withheld. If a Disputed Amount is found to be not owed then Verizon will issue a credit. Verizon may elect to apply any credit balance(s) to the account(s) with the oldest unpaid charges. If a Disputed Amount is found to be owed, any withheld amount must be paid within five days after notification by Verizon to Customer of that determination. If Customer does not give Verizon notice of a Disputed Amount with respect to Charges or the application of Taxes within six months after the Due Date, the invoice will be deemed to be correct and binding on Customer.
- 2.8 **Past Due Amounts.** Amounts not paid on or before the Due Date are past due, and will accrue interest from the Due Date until payment at the rate of: (a) 1.5% per month (compounded monthly); or, where that rate is not permitted by applicable law or regulation (b) the maximum amount allowed. Without prejudice to any other rights under applicable law or regulation, Verizon may exercise its rights of termination or suspension in accordance with the Agreement with respect to any past due amount other than Disputed Amounts. Customer agrees to pay Verizon its reasonable expenses, including legal and collection agency fees, incurred in enforcing its rights under the clause entitled Charges, Payment, Taxes, and Purchase Commitments.
- 2.9 **Taxes.** All Charges are exclusive of Taxes. Customer shall pay any Taxes that apply to Charges. Verizon will exempt Customer from Taxes in accordance with law and regulation, after receiving a valid tax exemption certificate. If Customer is required by law or regulation to make any deduction or withholding from any payment, then the gross amount payable by Customer to Verizon will be increased so that, after any such deduction or withholding, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required. In addition, Verizon may adjust or introduce Governmental Charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

3. TERM, TERMINATION AND CONSEQUENCES OF TERMINATION

3.1 **Termination for Cause or Insolvency**

- 3.1.1 **Cause.** Either Party may terminate for Cause immediately, by notice: (i) the Agreement where the Cause has application to all Services then provided under the Agreement; or (ii) the affected Services.
- 3.1.2 **Insolvency.** Either Party may immediately terminate by notice either the Agreement or any affected Services (to the extent permitted by applicable law and regulation) if the other Party experiences an Insolvency Event.

3.2 **Consequences of Termination**

- 3.2.1 **Consequences of Termination for Convenience.** If the Agreement or a Service is terminated by Customer for Convenience Customer shall pay or refund to Verizon, as applicable, without set off or deduction, the following with respect to each of the terminated Services: (i) all accrued but unpaid Charges incurred up to and including the date of such termination; (ii) a pro rata portion of credits and waivers received by Customer hereunder (except credits for Services failures, foreign tax credits (if any), and any other credits or waivers explicitly excluded elsewhere); and (iii) any applicable Early Termination Charges.
- 3.2.2 **Consequences of Termination by Verizon for Cause/Insolvency.** Where the Agreement or a Service is terminated by Verizon for Cause or due to an Insolvency Event affecting Customer then Customer shall pay or refund, as applicable, without set off or deduction, the amounts set out in the clause entitled Consequences of Termination for Convenience. The termination liability provided in this clause is without prejudice to any other rights or remedies available to Verizon under the Agreement or otherwise in law or regulation.

4. **SERVICE SUSPENSION.** Verizon may suspend one or more Services (or a part thereof) if: (a) Customer fails to pay any past due amounts for Services within 10 days after Customer receives notice of such non-payment; or (b) necessary to (i) prevent or mitigate fraud, (ii) protect persons or property or protect the integrity or normal operation of Verizon Facilities, (iii) comply with law or regulation, or (iv) undertake Emergency Works; or (c)



Verizon has reasonable grounds to consider that use of the Services violates the AUP. Verizon will give to Customer reasonable notice of the suspension where practicable, except in relation to suspension pursuant to sub-clause (a) above, where no notice is required beyond the 10 days stated therein. If Verizon exercises its right to suspend the Services, it will resume the Services as soon as practicable after the reason for suspension no longer exists (subject to the exercise of any termination right on the part of Verizon). If Services are suspended as a consequence of the breach, fault, act or omission of Customer or any Customer Affiliate, Customer shall pay to Verizon all reasonable costs and expenses incurred by the implementation of such suspension and/or reconnection of the Service.

5. **AVAILABILITY OF SERVICES.** If Verizon cannot fulfill an Order (after the Commencement Date) for reasons other than Force Majeure Event, after making commercially reasonable efforts to fulfill such Order, Verizon will notify Customer as soon as possible and where available, Verizon will advise Customer of any alternative Service offerings. In any event Verizon will have no further obligation to provide the Service under that Order.
6. **SERVICE LEVEL AGREEMENT (SLA).** Verizon reserves the right to amend any applicable SLA from time to time effective upon posting of the revised SLA to the URL where the SLA is set out or other notice to Customer, provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate Services without termination liability (except for payment of all Charges up to the effective date of the termination of any such Services) by providing Verizon at least 30 days' notice of termination during the 30 days following the posting or notice of such amendment, as applicable. Customer is not entitled to terminate if, within 30 days of receipt of Customer's notice, Verizon agrees to amend the relevant SLA so that the affected SLA service levels and credits are not materially reduced for Customer. The SLA sets forth Customer's sole remedies for any claims with respect to Services to which the SLA relates. Verizon records and data are the basis for all SLA calculations and determinations.
7. **EVOLUTION OF SERVICES.** The Parties acknowledge that Verizon's services will evolve over time and consequently Verizon may introduce new services to replace existing Services or cease to offer new instances of a Service in whole or in part (referred to here as grandfathering). Accordingly, Verizon may terminate Services upon not less than six months' written notice in the event that it generally decommissions any Services (that is, ceases to provide such Services on a commercial basis to its (customers). Verizon may grandfather a Service (or any part thereof) at any time. Where available, Verizon will advise Customer of any alternative service offerings that have comparable technical characteristics.

8. LIABILITY

8.1 **Liability - Limitations.** Subject to the clauses entitled Liability - Exclusions and Liability - Inclusions:

- 8.1.1 **Aggregate Liability.** The aggregate liability of either: (a) Customer, its Affiliates and Participating Entities; or (b) Verizon and its Affiliates, to the others collectively for any and all Events in an Annual Period is limited to an amount equal to 12 times the Average Monthly Charges during the Annual Period in which an Event first occurred. For the purpose of this clause and calculation, where: (i) an Event gives rise to a number of separate liabilities, claims or causes of action, and/or (ii) there is a series of connected Events, such will be considered a single Event and will be deemed to have occurred in the Annual Period in which the first Event occurred.
- 8.1.2 **CPE Liability.** The entire liability of Verizon and its Affiliates for Events arising in connection with the sale of CPE is limited to the Charges for the specific CPE giving rise to the particular Event. This clause operates independently to (and to the exclusion of) the aggregate liability limitation detailed in the clause entitled Aggregate Liability.

8.2 **Liability - Exclusions.** Subject to the clause entitled Liability - Inclusions below, neither: (a) Customer, Customer Affiliates and Participating Entities; nor (b) Verizon and Verizon Affiliates, will be liable to the others for any: (i) special damages, (ii) incidental damages, (iii) exemplary damages, (iv) punitive damages, (v) indirect and/or consequential loss, (vi) loss of sales or business, (vii) loss of value, (viii) loss of use, (ix) loss of goodwill, (x) damage to reputation, (xi) loss of data, (xii) loss of anticipated savings, or (xiii) business interruption.

8.3



- 8.4 **Liability - Inclusions.** Nothing in this Agreement operates to exclude or limit any of the following and these amounts will not be counted in assessing whether the aggregate liability limitation in the clause entitled Liability - Limitations has been reached: (a) any liability relating to bodily injury (including death) caused by a Party's negligence; (b) any liability resulting from a party's fraud or fraudulent misrepresentation; (c) any liability that cannot be limited under applicable law or regulation, including but not limited to mandatory local law; (d) any indemnification obligation under the Agreement; (e) damages, including with respect to loss of or damage to real property or tangible personal property, resulting from gross negligence or intentional tortious conduct of a Party; and (f) any liability of Customer and Participating Entity with respect to non-payment, including any claim for interest.
- 8.5 **Warranty/Disclaimer.** Except as expressly set out in the Agreement, all warranties, representations, or agreements, with respect to the provision of Services or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statute or otherwise, are excluded to the extent permitted by law and regulation. All other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose are excluded, to the extent permitted by law and regulation. Verizon does not warrant that any network, computer systems, and Services are fully secure. Verizon does not warrant that use of any of the Services will be uninterrupted or error-free or that Verizon will correct all defects or prevent third party disruptions or unauthorized third party access to the Services.

9. CUSTOMER DATA AND CONFIDENTIALITY

9.1 **Customer Data**

- 9.1.1 **Customer Data.** Verizon, and Verizon Affiliates and their respective agents will, by virtue of the provision of Services, come into possession of Customer Data.
- 9.1.2 **Protection Measures.** Verizon will implement appropriate technical and organizational measures to protect Regulated Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing which measures may for example relate to data handling practices, backup procedures and server, workstation and transmission security for internal communications.
- 9.1.3 **Access.** Customer may access Regulated Customer Data in the possession of Verizon, on notice, and any agreed errors in such Regulated Customer Data will be rectified.
- 9.1.4 **Use of Customer Data.** By entering into the Agreement, Customer expressly and unequivocally consents to Verizon, Verizon Affiliates and their respective agents, using, processing and/or transferring Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information) as set forth in the Privacy Policy and as necessary: (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; invoicing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis including in the manner described in the Privacy Policy; and (c) to communicate to Customer regarding services.
- 9.1.5 **Customer Consent.** Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant Parties (including data subjects) for the use, processing and transfer of Customer Data as described in this clause entitled Customer Data and Confidentiality.
- 9.1.6 **Withdrawal of Consent.** Customer may withdraw consent for such use, processing or transfer of Customer Data as set out above, except as it is required to: (a) provision, manage, account or invoice for Services; (b) carry out fraud detection; or (c) comply with any statutory or regulatory requirement or the order of a court or other public authority, by sending notice to Verizon in the prescribed form, available from Verizon on request.



- 9.2 **Confidentiality.** Except as required by law or regulation, each Party shall, during and for no less than three years after the termination or expiration of the Agreement: (i) use the other Party's Confidential Information only for purposes of the Agreement; (ii) not disclose it to third parties except as provided below; and (iii) protect it from disclosure using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Either Party may disclose the other Party's Confidential Information only to its employees, agents, and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of the Agreement, and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other Party's Confidential Information as the related terms of the Agreement. In addition, information, whether or not Confidential Information, may be disclosed by a receiving Party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving Party, to the extent practicable and permitted by applicable law, rule, regulation or lawful process, first notifies the disclosing Party in order to permit the disclosing Party to seek protective arrangements. Confidential Information remains the property of the disclosing Party and, upon written request of the disclosing Party, must be returned or destroyed provided however that a party may retain one copy of the other Party's Confidential Information solely for archiving and auditing purposes or as otherwise may be required by law or regulation. Any such retained Confidential Information will continue to be subject to requirements of confidentiality set out in this clause entitled Confidentiality.

10. CUSTOMER OBLIGATIONS

- 10.1 **Access.** Where Verizon or its third party providers require access to a Customer Site, Customer will grant or will procure the grant to Verizon or its third party provider such access including all licenses, waivers and consents as necessary to install, construct or use space in the building risers, innerduct, or conduit from the property line to the Customer Site and to operate and maintain Service Equipment at the Customer Site. Customer will advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer Site.
- 10.2 **Assistance.** Customer will provide Verizon with such facilities, information and co-operation as Verizon may reasonably require to perform its obligations or exercise its rights under the Agreement or an Order, including with respect to Verizon's implementation of new processes or systems.
- 10.3 **Service Equipment.** Where Verizon provides Service Equipment, Customer warrants and undertakes that it will: (a) use the Service Equipment only for the purpose of receiving Services and in accordance with Verizon's reasonable instructions from time to time and/or any Software license that may be provided with the Service Equipment; (b) not move, modify, relocate, or in any way interfere with the Service Equipment or Verizon Facilities; (c) insure and keep insured all Service Equipment against theft and damage; (d) not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment; (e) permit Verizon to inspect, test, maintain and replace the Service Equipment at all reasonable times; (f) comply with Verizon's reasonable instructions, at Customer's own expense, in relation to the modification of the Customer Equipment to enable Customer to receive Services; and (g) upon termination of any of the Services, follow Verizon's reasonable instructions with respect to the return of the Service Equipment including allowing Verizon access to each Customer Site to remove the Service Equipment. Should any construction or alteration to a Customer Site have occurred to facilitate any Services, Verizon is not obliged to restore that Customer Site to the same physical state as prior to delivery of the Services. Customer is liable for any and all damage to Service Equipment or Verizon Facilities which is caused by: (i) the act or omission of Customer or Customer's breach of the Agreement or an Order, or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to the Customer Equipment. Verizon is not liable for any costs incurred by Customer arising out of any malfunction or failure of any such equipment or facility, including Customer Equipment.

11. **SOFTWARE AND DOCUMENTATION.** Software not otherwise subject to a separate agreement or license is provided to Customer subject to Verizon's standard Software license terms as follows. In consideration for payment of any applicable fees, Customer is granted a License. Customer may not use the Software either in connection with the products and/or services of any third party or to provide services for the benefit of any third party. Customer may make one copy of the Software, other than the documentation, for archival or back-up purposes only if any copyright and other proprietary rights notices are reproduced on such copy. Customer may make a reasonable number of copies of documentation provided as part of the Software solely in support



of its use of the Software and Services. Customer may not: (a) attempt to reverse engineer, decompile, disassemble or otherwise translate or modify the Software in any manner; or (b) sell, assign, license, sublicense or otherwise transfer, transmit or convey Software, or any copies or modifications thereof, or any interest therein, to any third party. All rights in the Software, including without limitation any patents, copyrights and any other intellectual property rights therein, remain the exclusive property of Verizon and/or its licensors. Customer agrees that the Software is the proprietary and confidential information of Verizon and/or its licensors subject to the provisions of the clause entitled Confidentiality. Except to the extent otherwise expressly agreed by the Parties in writing, Verizon has no obligation to provide maintenance or other support of any kind for the Software, including without limitation any error corrections, updates, enhancements or other modifications. The License will immediately terminate upon the earlier of: (i) termination or expiration of any Agreement or Order between Verizon and Customer pertaining to the Software, (ii) termination of the Services with which the Software is intended for use, or (iii) failure of Customer to comply with any provisions of this clause entitled Software and Documentation. Upon termination of any License, at Customer's option, Customer will promptly either: (1) destroy all copies of the Software in its possession; or (2) return all such copies to Verizon, and in either event provide an officer's written certification confirming the same.

12. **USE OF SUBCONTRACTORS/AFFILIATES.** Without releasing it from any of its obligations, Verizon may at any time utilize the services of one or more Verizon Affiliates or subcontractors in connection with the performance of its obligations.
13. **RESALE OF SERVICES.** Except as expressly prohibited by law or regulation or as set forth in the Agreement, Customer may not resell, charge, transfer or otherwise dispose of Services (or any part thereof) to any third party.
14. **ACCEPTABLE USE POLICY (AUP).** Use of Verizon IP Services must comply with the AUP of the countries from which Customer uses such Services (in the event no AUP exists for a country, the U.S. AUP will apply). The applicable AUP is available at the following URL: www.verizonenterprise.com/terms or other URL designated by Verizon. Customer will ensure that each user of the Services complies with the AUP.
15. **IP ADDRESSES.** Any IP addresses assigned to Customer by Verizon must be used solely in connection with the Services for which they are assigned. If such Services are terminated, Customer's right to use the IP addresses ceases immediately and the IP addresses immediately revert to Verizon.
16. **NETWORK MONITORING.** Transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law and regulatory requirements.
17. **CONTENT DISCLAIMER.** Verizon exercises no control over and has no responsibility for the accuracy, quality, security or other aspect of any Content accessed, received, transmitted, stored, processed or used through Verizon Facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer accesses, receives, transmits, stores, processes, or uses any Content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the Content it is accessing, receiving, transmitting, storing, processing or using, including without limitation Customer Data, individual health and financial Content.
18. **GENERAL**
 - 18.1 **Compliance with Laws.** Verizon will comply with all applicable laws and regulations including all mandatory legal and regulatory requirements in the jurisdiction where Services are to be provided. Customer will comply, and ensure that users of the Services comply, with all applicable laws and regulations including without limitation applicable export/re-export (including U.S. export regulations), sanctions, import and customs laws and regulations.
 - 18.2 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of New York, without regard to its choice of law principles, except where the Communications Act of 1934 applies. The Parties waive all objections to venue in the US District Court for the Southern District of New York or state courts within the City of New York, as applicable.



- 18.3 **Dispute Resolution.** Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to the Agreement (including incorporated terms), except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions or other equitable relief (together "Equitable Claims"), must be resolved by binding arbitration of a single arbitrator in accordance with the rules of the American Arbitration Association. The decision of the arbitrator must be based upon the Agreement and applicable law. The decision of the arbitrator must be reduced to writing, is final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms in the Agreement and the USSA, and has no authority to award relief in excess of what the Agreement provides or to order consolidation or class arbitrations. The arbitrator has no authority to award punitive damages in any Disputed Claim. Any such claims arising under the Agreement must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the dispute resolution procedure specified here applies and Verizon and Customer waive any rights to pursue any claim arising under the Agreement on a class basis. The arbitration will be held in a mutually agreed-to location, and is final and binding.
- 18.4 **Import and Delivery.** In jurisdictions where Verizon has an established legal presence, delivery of Service Equipment will be Delivered Duty Paid (DDP) to a Customer Site unless stated elsewhere in the Agreement or delivery under the DDP term is not available. In situations where delivery under the DDP term is not available (including where Verizon does not have an established legal presence), delivery of Service Equipment will be Delivered At Place (DAP) to a Customer Site. In the Philippines, delivery of Service Equipment will be Free Carrier (FCA) (Customer designated port). For avoidance of doubt, in all cases for import into the Philippines, Customer will act as the importer of record or otherwise cause the Service Equipment to be imported.
- 18.5 **Injunctive Relief.** Nothing in the Agreement precludes either Party from seeking interim, interlocutory or permanent injunctive relief on an urgent basis from any court of competent jurisdiction.
- 18.6 **Assignment.** Either Party may assign its rights or obligations under (and subject to) the Agreement, to: (a) an Affiliate; or (b) a successor to the business or assets of a Party that includes this Agreement without the other Party's consent, provided in the case of Customer, the assignee meets Verizon's generally applicable credit standards. Except as stated, no Party may novate, assign, encumber, or transfer the Agreement in whole or in part without the prior written consent of the other Party (which may not be unreasonably withheld or delayed).
- 18.7 **Notices.** Except as set out in the clause entitled Verizon Enterprise Center (VEC) Termination Requirement, all notices (including notices to terminate the Agreement for Convenience) must be in writing and sent to the notice address specified below and for Customer, as specified, or if no such address is specified, the registered address of Customer. Notice may be transmitted via any of email, overnight courier, hand delivery, a class of certified or registered mail that includes proof of receipt or, for Verizon only, via invoice message. Notice sent in accordance with this clause is effective when received, except for email notice, which is effective the Business Day after being sent.

Verizon Business Services 10000 Park Meadows Drive Lone Tree, CO 80124 Attn: Customer Service Email: notice@verizon.com With a subject of "OFFICIAL LEGAL NOTICE"	with a copy to Verizon Business Services 500 Summit Lake Drive Office 4-04 Valhalla, NY 10595 Attn: Vice President, Legal
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- 18.8 **Relationship of the Parties.** Verizon is an independent contractor, not Customer's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Customer's regulatory obligations, or assume any responsibility for Customer's business or operations.
- 18.9 **Applicability of Terms.** If any of the provisions of the Agreement are held by any entity of competent jurisdiction to be unenforceable, the remainder of the Agreement remains enforceable. Failure or delay to exercise or enforce any right under the Agreement is not a waiver of that right. Certain provisions are



intended by their nature to survive expiration or termination (including, without limitation, Liability and Customer Data and Confidentiality). The Agreement may not be amended except by a written instrument that both Parties agree to be bound by (whether by execution or some other method).

- 18.10 **No Third Party Beneficiaries.** No right or cause of action for any third party is created by the Agreement or any transaction under it.
- 18.11 **Force Majeure.** Any failure by a Party to perform an obligation, (other than a failure to make payment), under the Agreement that is the result of a Force Majeure Event is not a breach of the Agreement. A Party claiming non-performance from a Force Majeure Event must promptly provide the other Party notice of the relevant details, and the obligations of the notifying Party are suspended to the extent caused by the Force Majeure Event. The time for performance of the affected obligation will be extended by the delay caused by the Force Majeure Event. If the affected Party is prevented by the Force Majeure Event from performing its obligation(s) with respect to a Service for 30 days, either Party may in its sole discretion immediately terminate such Service with notice to the other Party; provided that in the case of termination by Customer, Customer first provides Verizon a reasonable opportunity to replace the affected Service with comparable Service(s). Upon such termination, Verizon is entitled to payment of all accrued but unpaid Charges incurred through the date of such termination. The Parties will otherwise bear their own costs and Verizon will be under no further liability or obligation to perform the Service affected by the Force Majeure Event.
- 18.12 **Counterparts and eSign.** Where a signature is required, an Order or the USSA may be executed in one or more counterparts, each of which is be deemed to be an original, but together constitutes one instrument. The Parties agree that an Order or the USSA may be executed by eSign if available.
- 18.13 **Entire Agreement.** The Agreement: (a) expresses the entire understanding of the respective Parties with respect to their subject matter; (b) supersedes all prior or contemporaneous representations, solicitations, offers, understandings or agreements regarding their subject matter which are not fully expressed herein; and (c) contains all the terms, conditions, understandings, and representations of the Parties. Any terms and conditions sent to Verizon by Customer as a purchase order or otherwise, are void and of no effect and, will not supersede any terms and conditions in the Agreement.



- 19. CUSTOMER CONSENT TO USE OF U.S. CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI).** Verizon desires to give you the best digital and connected experience and the most reliable products and services. Verizon protects all your Customer information, but may need to share your Customer information with our affiliates, and with our partners, vendors, and agents, in order to offer and provide products and services to you, our Customer. The Federal Communications Commission, and various states, require Verizon, and indeed all telecommunications providers, to protect Customer Proprietary Network Information (CPNI). CPNI is information that identifies the quantity, technical configuration, type, destination, location, and amount of use of a Customer's telecommunications and interconnected VoIP services purchased from a provider, and related local and toll billing information. Verizon respects our Customers' rights to the protections afforded by these laws and regulations. By signing the USSA, Customer grants Verizon permission to use, give access to, and share, Customer's CPNI between and among Verizon and its Affiliates, and with their agents, contractors, and partners, solely so Verizon and its affiliates can offer Customer our current and future products and services; and to disclose any of Customer's current and future affiliates' CPNI to Customer upon Customer's request. Additionally, Customer represents that the individual signing the USSA has the authority to grant this permission to Verizon. You, our Customer, may withdraw or limit your consent at any time via email at cpni-notices@verizon.com or at cpni-notices@verizonwireless.com. Please note that your consent will remain valid until Verizon receives a notice withdrawing consent. Withdrawal or limitation of consent will not affect existing service delivery.
- 20. PROTECTION OF CUSTOMER U.S. CPNI AND PROVISION OF CUSTOMER CPNI TO AUTHORIZED CUSTOMER REPRESENTATIVES.**
- 20.1 **Access and Use.** Verizon will protect the confidentiality of Customer CPNI in accordance with applicable U.S. laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or the USSA.
- 20.2 **Provision of CPNI Information.** Provided that Customer is served by at least one dedicated Verizon representative under the USSA (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law and regulation, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.
- 20.3 **Means of Provision.** Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to Customer's postal (U.S. Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's online customer portal or other online communication mechanism.
- 20.4 **Notice of Authorized Customer Representatives.** Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.
- 20.5 Customer's notices of authorization or deauthorization must be sent to Verizon's service or account manager, and must contain the following information:
- (a) the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
 - (b) that the person is being authorized, or is no longer authorized, (as applicable), to access CPNI
 - (c) the full corporate name of the Customer whose CPNI (and whose Affiliates' CPNI) the person can access (or can no longer access, if applicable)



- 20.6 **Necessary Information.** At all times that the Agreement is in effect, Customer may designate in a form provided by Verizon and returned to Verizon (all containing the same data elements listed below) up to three representatives ("CPNI Authorizers") with the power to name Authorized Customer Representatives who may access CPNI under the USSA as well as additional CPNI Authorizers. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number. The person who executes the Agreement or Order will be a CPNI Authorizer and may add or remove CPNI Authorizers for that Customer and for its Participating Entities.

21. DEFINITIONS. Capitalized terms contained in the Agreement are defined as follows: "+"

after a Service name indicates the Service is an Optimized Service.

"Acceptance Date" as used in any Order or Service Attachment, means Activation Date.

"Activation Date" means: (a) with respect to Internet, data and on-network voice Services, the date the hub and telephone circuits are prepared to route packets or cells to a Customer Site; (b) with respect to off-network voice Services, the date the calling line identification is provisioned; (c) with regard to other Services, the earliest of (i) the date identified in the relevant Service Attachment or Order, (ii) the date that Verizon informs Customer that Services are ready for use, (iii) the date Customer first uses Services, or (iv) for CPE deployment services under the CPE Service Attachment, the date on which the deployment acceptance process and Customer signature requirements specified therein are completed; and (d) in the case of existing Services that are renewed, the date that is stated on the Order.

"Affiliate" means any entity or person controlled by, controlling, or under common control with Verizon or Customer, as applicable.

"Agreement" means the USSA together with all Orders entered into pursuant thereto.

"Annual Period" means the 12 month period beginning on the Commencement Date of the USSA, and each anniversary thereafter.

"Annual Volume Commitment" or "AVC" means the total Eligible Charges which Customer must pay during each Contract Year of the Volume Commitment Period.

"AUP" means the applicable Verizon Acceptable Use Policy.

"Average Monthly Charges" means all Charges (save for any Charges relating to the sale of CPE) which: (i) have been invoiced; and (ii) will be invoiced during the relevant Annual Period to Customer and its Participating Entities under the Agreement and calculated as a monthly average across the Annual Period.

"Business Day" means a day other than a Saturday and Sunday, or other customary rest day(s), and national holiday(s) in the jurisdiction of the Customer Site.

"Cancellation of Order Charges" means the charges (if any) specified in the Administrative Charges table in a Service Attachment.

"Cause" means a breach by the other Party of any material provision of the Agreement (including in relation to a particular Order) which: (i) is incapable of remedy; or (ii) if capable of remedy, remains uncured for 30 days from written notice of such breach; or (iii) in the case of Customer's failure to pay any past due amount, ten days from notice of such failure.

"Charges" means all amounts owed by Customer relating to the provision of Services as set out in the Agreement, and including Underutilization Charges and Early Termination Charges.

"Commencement Date" means: (a) for the USSA, the date on which both Parties agree to be bound by



(whether by execution or some other method) the USSA; (b) for any Order (including in relation to a renewed Service), the date on which both Parties agree to be bound by (whether by execution or some other method) the Order or Verizon commences performance, whichever is the earlier; and (c) for a NSS the date that the Order is acknowledged by Verizon email to Customer.

"Commitment Effective Date" means the first day of the first full month following the Commencement Date.

"Confidential Information" means information (in whatever form): (a) designated as confidential; (b) relating to the Agreement including the existence of the Agreement itself; (c) relating to the Party's business affairs, customers, products, developments, trade secrets, intellectual property rights, know-how or personnel; or (d) received or discovered at any time that the Agreement is in effect, or otherwise in connection with the Agreement, by a Party (including through an Affiliate or other agent), which information should reasonably have been understood as Confidential Information of the Party (or one of its Affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (i) is in the possession of the receiving Party free of any obligation of confidentiality at the time of its disclosure, (ii) is or becomes publicly known other than by a breach of this provision, (iii) is received without restriction from a third party free to disclose it, or (iv) is developed independently by the receiving Party without reference to the Confidential Information.

"Content" means anything that can be accessed, received, transmitted, stored, processed or used – (whether actively or passively) - including any form of information, audio, image, computer program or other functionality.

"Contract" has the same meaning as Order.

"Contract Year" means the 12 month period beginning on the Commitment Effective Date and each anniversary thereafter, or as set forth in the Agreement.

"Convenience" means termination by a Party for any reason other than: (i) for Cause; (ii) if the other Party experiences an Insolvency Event; or (iii) pursuant to the clauses entitled Service Level Agreement or Force Majeure.

"CPE Services" means CPE related deployment, maintenance, assessment, rental, lease and other service furnished to Customer in connection with the CPE, Software or Customer Equipment.

"Customer" means the non-Verizon entity that agrees to be bound by (whether by execution or some other method) the USSA or an Order, as the context requires.

"Customer Data" means voice and data transmissions (including the originating and destination numbers and IP addresses, date, time, duration of voice or data transmissions, and other data necessary for the establishment, invoicing or maintenance of the transmission), data containing information regarding Customer, its employees and users including personal and/or private information and other data provided to or obtained by Verizon, Verizon Affiliates and their respective agents and employees in connection with the provision of the Services. A reference to Customer Data will include Regulated Customer Data where applicable.

"Customer Equipment" means any equipment, systems, software, cabling and facilities provided by or on behalf of Customer and used in conjunction with the Services at a Customer Site. Ownership of the Customer Equipment will not at any time vest in Verizon or a Verizon Affiliate.

"Customer Premises Equipment" or "CPE" means any equipment, systems, Software, cabling and facilities, including without limitation, handsets and other related materials, which is sold or otherwise furnished by Verizon to Customer as itemized in an Order.

"Customer Site" means the location specified by Customer at which Services are to be provided.



"Disputed Amount" means an amount which Customer disputes. A Disputed Amount may relate to the whole or part of an invoice(s).

"Due Date" means the date on which payment for Service by Customer is to be received by Verizon as set out in the Agreement.

"eSign" means the process designated by Verizon which permits an Agreement or Order to be executed electronically by Customer without the need for a hard copy signature.

"Early Termination Charges" means the charges calculated in accordance with the clause entitled Early Termination Charges.

"Eligible Charges" means all Charges, after application of all discounts and credits, incurred by Customer, specifically excluding: (a) Taxes; (b) Charges for CPE and CPE Services; (c) Third Party charges where Verizon or Verizon Affiliates act as agent for Customer in its acquisition of Services; (d) non-recurring charges; (e) Governmental Charges; (f) other Charges expressly excluded by the Agreement (including in any Service-specific pricing URL). Whether Charges are Eligible Charges does not depend on which Verizon entity is providing the Services. Charges of the same type, incurred by Participating Entities and subject to the Agreement, are treated as Eligible Charges for purposes of satisfying Customer's Volume Commitment(s).

"Emergency Works" mean works, the execution of which, at the time it is proposed to be executed, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause: (a) danger to persons or property; (b) the interruption of any Services provided by the Verizon Facilities; (c) substantial loss to Verizon or any third party; and/or (d) such other works as in all the circumstances it is reasonable to execute with those works.

"Event" means any incident, event, statement, act or omission giving rise to any liabilities, claims or causes of action under or in connection with the Agreement including (but not limited to) contract, warranty, tort (including negligence), strict liability, misrepresentation, breach of statutory duty, breach of warranty or otherwise.

"Force Majeure Event" means an event beyond the reasonable control of the Party affected, including, but not limited to, acts of God, embargoes, sanctions, governmental restrictions, strikes, riots, insurrection, wars or other military action, civil disorders, acts of terrorism, rebellion, fires, explosions, accidents, floods, vandalism, cable cuts and sabotage. Market conditions or fluctuations are not Force Majeure Events.

An "Insolvency Event" occurs when a Party: (i) files for bankruptcy; (ii) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it; (iii) passes a resolution for its voluntary dissolution or liquidation; (iv) has a receiver or manager appointed over all, or substantially all, of its assets; (v) makes an assignment for the benefit of all, or substantially all, of its creditors; (vi) enters into an agreement or arrangement for the composition, extension, or readjustment of all, or substantially all, of its obligations or any class of such obligations; (vii) becomes incapable of paying its undisputed debts when due; or (viii) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated

"License" means a personal, non-exclusive, non-transferable, non-sublicensable license to use Software, in object code form only, solely in connection with Services for Customer's internal business purposes on Customer-owned or Customer-leased equipment.

"Master Terms" means the terms and conditions set out in this document including any Addendum to the Master Terms. The Master Terms may also be referred to as the Online Master Terms.

"Normal Business Hours" or "Normal Working Hours" or "Business Hours" means the hours between 8 am and 5 pm on Business Days in the time zone of the Customer Site. Verizon may vary Normal Business Hours by notice to Customer at any time.



"NSS" means No Sign SOF and refers to an Order which is accepted by Verizon via the NSS Process.

"NSS Process" means the process set out in the Agreement in the clause entitled No Sign SOF (NSS) Process.

"Optimized Service" means any Service, Software and CPE (including any CPE Services) optimized for Verizon's automation platform, which is indicated by '+' after the Service name (e.g., 'Private IP +'). The '+' is not a part of the Service name.

"Order" means a Customer request for one or more Services that is delivered by Customer to Verizon and effective and binding upon the Commencement Date.

"Participating Entity" means an entity authorized by the Customer entity that agrees to be bound by (whether by execution or some other method) the USSA under Verizon's processes to contract for Services via an Order in Participating Entity's own name subject to the terms of the Agreement.

"Party" means the particular Verizon or Customer entity that agrees to be bound by (whether by execution or some other method) the USSA or an Order, as applicable and "Parties" will be construed accordingly.

"Privacy Policy" means the applicable Verizon Privacy Policy set out at www.verizonenterprise.com/privacy/.

"Purchase Commitment" means a Service Commitment or a Volume Commitment. A Service may be subject to both a Service Commitment and a Volume Commitment if specified in the USSA or Order.

"Regulated Customer Data" means Customer Data the use, processing or transfer of which is regulated by law or regulation as personal data.

"Security" means a cash deposit, director's guarantee, company guarantee, letter of credit from an approved financial institution, or bank guarantee, or any combination of these.

"Services" means the specific services, and CPE (including any CPE Services) provided under the Agreement and may include Third Party Services.

"Service Activation Date" means the same as Activation Date.

"Service Attachment" means an online or paper document containing the terms for one or more Services. A Service Attachment may also be referred to as an Online Service Attachment, an Attachment or Service Terms.

"Service Commitment" means the period of time for which Customer is committed to pay for a particular Service, if any, as set out in the Agreement.

"Service Equipment" means any equipment, Software, systems, cabling and facilities provided by or on behalf of Verizon and used to facilitate provision of the Services at a Customer Site. Ownership of the Service Equipment does not pass to Customer. Service Equipment does not include Verizon Facilities.

"Service Order" or "SOF" has the same meaning as Order.

"Software" means any software and any related documentation provided to Customer as part of the Services and includes both Verizon and Third Party software.

"Subminimum Volume Commitment" means a Service-specific commitment to pay an agreed amount of Eligible Charges in each Contract Year.

"Tariff" means, where applicable, the tariffs on file as amended from time to time with the appropriate national or regional governmental body governing the rates and/or terms and conditions of Services that are subject to tariff filings, as applicable.



"Tax" and "Taxes" means applicable federal, state, local, foreign, sales, use, excise, utility, gross receipts, value-added and other taxes, tax-like charges, and tax-related and other surcharges.

"Third Party" means a third party vendor from whom Verizon sources products and services including CPE and CPE Services.

"Tiered Volume Commitment" means the total Eligible Charges Customer must pay during each Contract Year of the Volume Commitment Period, which amount may vary from Contract Year to Contract Year.

"Total Volume Commitment" or "TVC" means the total Eligible Charges which Customer must pay during the Volume Commitment Period to which Customer has committed under the Agreement.

"Underutilization Charge" means an amount owed by Customer if Customer's Eligible Charges do not reach the Volume Commitment in any Contract Year and/or by the end of the Volume Commitment Period, as applicable

"United States" or "U.S." means the 50 states, the District of Columbia, and the U.S. Territories.

"U.S. Governmental Charges" or "Governmental Charges" means charges that Verizon is required or permitted to collect from or pay to others, by a governmental or quasi-governmental authority, which include, but are not limited to, Universal Service Fund charges and payphone use charges, or any successor of any such charges.

"U.S. Service Agreement" or "USSA" means the agreement entered into by Verizon and Customer excluding Orders but including applicable Definitions. The USSA sets out the terms that Customer and Verizon agree will apply to all Orders under it. The USSA may be referred to by another title such as the Master Service Order Form to the U.S. Service Agreement.

"U.S. Services" means Services provided pursuant to an Order where the Verizon entity that executes the Order is legally organized in the U.S.

"Verizon" means the Verizon entity that is the contracting party to the USSA or an Order as the context requires (including by way of permitted assignment). For a standard contract not actually signed by Verizon, the relevant U.S. Verizon entity is identified either in the Service Attachment, or if not, in the rules at www.verizonenterprise.com/service/g_service_provider_list.htm.

"Verizon Facilities" or "Network" means any network or system, cable, transmission facility owned or leased by Verizon, or operated or managed on behalf of Verizon, excluding Service Equipment.

"Volume Commitment" means the agreed upon Customer commitment to purchase, and may be described as an Annual Volume Commitment, Total Volume Commitment, Tiered Volume Commitment, or Subminimum Volume Commitment.

"Volume Commitment Period" means the period of time that applies to the Volume Commitment beginning on the Commitment Effective Date.



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 1, attached. Notwithstanding the Emergency Calling Terms and Conditions applicable to Customer's use of VoIP Service, and those stated in Exhibit 1, 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 in Exhibit 2.
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.



EXHIBIT 1

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.



Exhibit 2

Virtual Contact Center Service Level Agreement

This Service Level Agreement describes the service levels (individually, an "SLA" or collectively, the "SLA") applicable to Verizon's provision of Virtual Contact Center pursuant to the Agreement executed by Verizon and Customer.

1. **Availability**. "Availability" is measured using the following formula:

$$\text{Availability} = \frac{\text{Uptime}}{\text{Uptime} + \text{Downtime}}$$



Uptime is a fixed value of 43,200 calculated by normalizing the days in a month to 30 multiplied by the hours and minutes ($30 \times 24 \times 60 = 43,200$).

Downtime is the total minutes during which any of the Components listed below cannot be used by Customer to perform their tasks.

2. **Performance SLA**

2.1 **Uptime.** Verizon will deliver 99.99% of Uptime per month for Components of Service, which are those specific Virtual Contact Center features required for contact delivery included in and used by a Customer end-user ("End User") with Virtual Contact Center pursuant to the Agreement, excluding Long Distance and local loops, and are listed below in Section 2.2. If Verizon exceeds five (5) minutes (99.99% uptime) of Downtime in any given month, Customer may request a credit for such Downtime associated with a trouble ticket submitted by an End User. Upon such request and Verizon's verification of the trouble ticket and the Downtime, Verizon will issue a credit to Customer.

2.2 **Components.** Virtual Contact Center components covered by this SLA include:

- inTouch Reporting
- dbConnector
- Core system (the ability to deliver a contact) and
- Agent station/interface.

2.3 **Credits**

2.3.1 For any complete component failure experienced by an End User on any given day which does not meet the 99.99% Uptime service level described above, upon request, Verizon will credit the Customer 1/30th of the monthly recurring charges ("MRC") associated with the claiming End User. The maximum credit payable in any monthly billing period will not exceed one hundred percent (100%) of the aggregate MRC for all Virtual Contact Center service billed to Customer in the month for which an SLA claim is made.

2.3.2 Downtime does not include any time during which any of the Components could not be used by Customer to perform their tasks due to the following:

- End User's equipment, software, facility, databases, or operator error;
- An interruption in End User's connection to the Internet;
- An interruption in End User's telephony or voice service, local or long distance;
- Maintenance of Component software;
- Force Majeure events as defined in the Agreement.

2.3.3 Requests for a credit must be submitted to Verizon within thirty (30) days following the date of the outage. Verizon considers a request submitted when Verizon receives from Customer an email requesting a refund and identifying:

- The Customer's name and business unit ID;
- Date(s) and approximate beginning/ending time of the outage; and
- The Virtual Contact Center component(s) affected by the outage.

2.3.4 Verizon will provide the credit within ninety (90) days following the month in which Customer's credit request was received.

3. **Maintenance SLA**

3.1 **Software.** For any software maintenance event for which Customer has provided Verizon notification of end user impact and such impact is verified by Verizon, Verizon will credit Customer 5% for MRC charges



associated with that end user. The maximum credit issued in any monthly billing period will not exceed 100% of the aggregate amount of the MRC for VCC services billed in that month. The MRC for each VCC service is the portion of the aggregate VCC service billing in each monthly billing period attributable to that VCC service. No Credit will be issued for outages that are during the scheduled maintenance window.

3.2 Components. Virtual Contact Center components covered by this Maintenance SLA include:

3.2.1.1 Core system (the ability to deliver a contact) and

3.2.1.2 Agent station/interface

3.3 Credits. Requests for a credit must be submitted to Verizon within thirty (30) days following the date of the component outage. Verizon considers a request submitted when Verizon receives from Customer an email requesting a refund and identifying:

3.2.1.3 The Customer's name and business unit ID,

3.2.1.4 Date(s) and approximate beginning / ending time of the outage and

3.2.1.5 The Component(s) affected by the outage.

3.3.1 Verizon will provide the credit within ninety (90) days following the month in which Customer's credit request was received.



IP CONTACT CENTER

1. GENERAL

- 1.1 Service Definition
- 1.2 Standard Service Features

2. SUPPLEMENTAL TERMS

- 2.1 Service Activation Date/Service Term
- 2.2 Customer Premises Equipment (CPE)
- 2.3 Caller Privacy
- 2.4 SIP Transfer Restriction
- 2.5 Toll Bypass
- 2.6 India
- 2.7 Acronyms
- 2.8 Responsible Organization

3. SERVICE LEVEL AGREEMENT

4. FINANCIAL TERMS

- 4.1 General
 - 4.2 Optimized Service
 - 4.3 Non-Optimized Service
 - 4.4 Rates to Non-U.S. Countries
- ### 5. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** Verizon IP Contact Center (IPCC) Services is a portfolio of services that enables Customer's use of IP-based calling services to optimize the experience of callers to Customer's contact center(s). IPCC supports IP-originated and IP-terminated calling via an IP service, which must be separately contracted.

- 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and non-Optimized Service.

1.2 **Standard Service Features**

- 1.2.1 **IPCC VoIP Inbound.** IPCC VoIP Inbound (VoIP Inbound) can connect calls to IP terminations in the United States (U.S.), in addition to multiple countries (a list of which can be furnished upon Customer's request). VoIP Inbound can also connect calls to switched terminations in the U.S. over the Public Switched Telephone Network (PSTN), as well as to switched terminations over the PSTN in non-U.S. locations. VoIP Inbound supports the following dialed number service types:

- 1.2.1.1 **IP Toll Free.** VoIP Inbound calls can be received via traditional North American Numbering Plan toll free (8xx) numbers and IP Toll Free is available from any location in the U.S., Canada, or U.S. Territories.

- 1.2.1.2 **Local Origination.** Calls made to local telephone numbers are enabled with the same capabilities of intelligent call routing, treatment and management typically used to connect toll-free calls to contact centers. Local Origination is available only in the U.S. for TDM-originated (PSTN) and IP-originated (VoIP) calls.

- **Local Origination Calls to Non-IP Switched Access Locations.** VoIP Inbound Local Origination calls terminated to non-IP switched access locations will be supported for calls terminated to inter-State Customer locations and to locations served by a rate center in the same local calling area as



the rate center associated with the dialed VoIP Inbound Local Origination number. Intra-State calls terminated to non-IP switched access locations are not supported by VoIP Inbound Local Origination. In the event such calls are terminated, the appropriate tariff or Guide rate will apply.

- **Local Origination Calls to U.S. Non-IP Dedicated Access Locations (Optimized Only).** Customer's VoIP Inbound Local Origination calls can terminate to non-IP dedicated access locations.
- **IP-based Traffic.** Customer's IP-based traffic may originate from Verizon VoIP Service or Verizon's wholesale VoIP service (both services must be separately contracted for) without conversion to TDM service. Local Origination options include directory listings for telephone numbers (TNs). For each TN, Verizon will place one standard listing in the local exchange carrier's (LEC's) White Pages and one in the Yellow Pages to the extent such directory listings are currently offered by the LEC.

1.2.1.3 International Toll Free Service/Universal International Freephone Numbers. In countries where Verizon offers International Toll Free Service (ITFS), the service provides calls using one or more distinct toll free number(s) for each defined country. In countries where Verizon offers Universal International Freephone Number (UIFN) service, IP toll free calls will be provided via one distinct toll free number. The routing number is provided for Verizon internal routing purposes and must not be used by Customer for any other purpose.

1.2.1.4 Freephone Calls. Freephone calls originate when a calling party dials a national freephone number in countries where national freephone service is available (Freephone Calls). The call is then routed to Verizon's IPCC VoIP Inbound Service.

1.2.1.5 Public Switched Telephone Numbers. Public Switched Telephone Number (PSTN) calls (non-Freephone Calls) originate when a calling party dials a national PSTN/geographic number in countries where such service is available. The call is then routed to Verizon's IPCC VoIP Inbound Service.

1.2.2 IPCC VoIP Inbound Functionality. The following capabilities are available with IPCC VoIP Inbound (only those marked with a single asterisk are available outside the United States):

- Time-of-Day/Time-of-Interval Routing*
- Day-of-Week Routing*
- Exchange Routing (for toll free numbers only)
- Geographic/Point-of-Call Routing (for toll free numbers only)*
- Percentage Allocation Routing*
- Alternate Routing*
- Basic CNAM (query and delivery of Calling Party Name, if found in Verizon's database)
- Enhanced CNAM (query and delivery of Calling Party Name, if not found in Verizon's database)** additional fees may apply
- Call Area Selection/Tailored Call Coverage
- Day-of-Year/Holiday Routing*
- Dialed Number ID Service (DNIS)*
- Enhanced DNIS*
- Extended Call Coverage
- Geographic or Country of Origin Routing (for ITFS/UIFN only)*
- Super Routing & Set Routing*
- Account ID Supplemental Codes
- Quota Routing
- Disconnect Message Referral (DMR)
- Supplemental Codes
- Multi-Manager** additional fees may apply



- Network Redirect (In-Line Overflow)*
- VoIP Inbound Local Directory Listings –includes non-listed, non-published, and additional listings** additional fees may apply
- Network Transfer/SIP REFER. IPCC supports two types of Network Transfers*:
 - Verizon's implementation of Internet Official Protocol Standards RFC 3515 – Un-attended SIP Transfers, which can be used to transfer calls to IP and switched terminations; and
 - Verizon's implementation of Internet Official Protocol Standards RFC 3891 – Attended SIP Transfers (aka REFER with REPLACES Header) – which can only be used to transfer calls to other IP locations that support RFC 3891.

1.2.2.1 Optional IPCC VoIP Inbound Functionality

1.2.2.1.1 Integrated Call Routing Gateway. ICR Gateway gives Customers real-time control of the routing for each VoIP Inbound call from an Intelligent Call Router on their premises. ICR Gateway requires the provisioning of high-speed links between the Customers' Intelligent Call Router (also known as Customer Access Point -CAP) and the Verizon Data Access Point (DAP) to route calls within the Verizon network.

1.2.2.1.2 IPCC Interactive Voice Response Network Application Services – Non-Optimized Only. IPCC Interactive Voice Response (IP-IVR) Network Applications (Network Apps) provide treatment, routing, and transfers according to specific Customer requirements for VoIP Inbound calls (Toll Free, ITFS/UIFN and Local Origination).

- IP-IVR Network Apps may include any of the following features:
 - Menu Routing, Message Announcement, DTMF and SIP Transfers – Attended and Non-Attended (TNT and REFER)
 - Busy-No-Answer Rerouting (BNAR)
 - Automated Speech Recognition (ASR; yes/no, 0-to-9 caller responses)
 - Local Database
 - Caller Take Back
 - Announced Connect
 - Basic Customer Call Records (CCRs)
 - Remote Audio Updates
 - Speech Services (Hosted and Open Hosted VXML)
 - Network Database
 - Enhanced Customer Call Records (CCRs, incl. Reporting Tags)
 - Host Connect Support, as applicable
 - ICR Integration Support, as applicable
 - Voice Call Back Support, as applicable

1.2.2.1.3 IPCC Interactive Voice Response Network Applications - Optimized Only. IPCC IP-IVR Network Apps functionality includes VoIP Inbound, PSTN and Freephone service, and is available in two types: IP-IVR Standard and IP-IVR Premium, without and with Speech Services, respectively.

- IP-IVR Standard Network Apps include the following functionality in the per-minute usage billing:
 - Menu Routing, Message Announcement, DTMF and SIP Transfers – Attended and Non-Attended (REFER and TNT)
 - Busy-No-Answer Rerouting (BNAR)
 - Automated Speech Recognition (ASR)
 - Local Database, Caller Take Back
 - Announced Connect
 - Basic Customer Call Records (CCRs)
 - Remote Audio Updates



- IP-IVR Premium Network Apps includes the functionality offered with the IP-IVR Standard Network Apps plus the following:
 - Speech Services (Hosted and Open Hosted VXML)
 - Network Database
 - Enhanced Customer Call Records (CCRs; incl. Reporting Tags)
 - Host Connect Support, as applicable
 - ICR Integration Support, as applicable
 - Voice Call Back Support, as applicable

1.2.2.1.4 **Host Connect.** Host Connect is an optional IP-IVR feature that allows Verizon's network IP-IVR resources to securely communicate with Customer's intelligent call routing systems to retrieve information that can be announced to callers, and/or be used in subsequent routing of calls to other destinations.

1.2.2.1.5 **Intelligent Call Routing Integration.** Intelligent Call Routing Integration (ICRI) is an optional IP-IVR application that integrates Customer's intelligent call routing systems with Verizon's network resources to provide real-time treatment, routing, and queuing of calls before, during, or after calls are handled by Contact Center agents.

1.2.2.1.6 **Voice Call Back.** Voice Call Back (VCB) is an optional application that uses Verizon's network resources to automatically offer callers a variety of options when they would normally be asked to hold, for example: a call back to the caller when the next service representative is available; the scheduling of call back for a time that's convenient for the caller; and "Web Call Back" functionality that combines website requests with voice requests in a unified virtual queue.

1.2.2.1.7 **IPCC VoIP Inbound Tools.** The following tools are available with IPCC VoIP Inbound.

- **Network Manager.** Network Manager is a Web-based application available via the Verizon Enterprise Center (VEC) that provides Customers a detailed view of VoIP Inbound routing data and the capability to make quick changes to routing plans.
- **VEC Traffic Monitoring and Traffic Reporting.** Traffic Monitoring provides summary and call detail information on inbound numbers within one to thirty minutes (near real-time) after calls are completed. Traffic Reporting offers a comprehensive suite of inbound and outbound summary reports.

1.2.2.1.8 **Media Forking – Optimized Only.** Media Forking is an optional feature that replicates Inbound calls and routes them to network-integrated cloud-based services and applications selected by Customer from available solutions offered by Verizon. Media Forking is subject to availability by location, may only be used in connection with an integrated Verizon Service offering, such as VoIP Inbound Anti-Fraud and Authentication Service, and shall not be used by Customer to provide transport service to third parties.

1.2.3 IPCC Outbound - Optimized Only

1.2.3.1 **IPCC Outbound.** IPCC Outbound is an IP-based feature that allows outbound calling to U.S. and international telephone numbers. It supports only contact centers that require both IPCC VoIP Inbound and IPCC Outbound calling. IPCC Outbound does not support calls to certain destinations, including without limitation UIFN, ITFS, premium rate services, shared cost and revenue share services, directory enquiry services, and virtual private networks.

1.2.3.2 **IPCC Outbound Restrictions.** IPCC Outbound does not support typical features of general purpose outbound calling such as E911 (emergency calling), other N11 services, operator services, directory assistance services, customer-defined range privileges, and call blocking. Customer may not use IPCC



Outbound service for any calling other than in support of a call center. IPCC Outbound requires compliance with E.164 addressing, the international numbering plan for public telephone systems in which each assigned number contains a country code (CC), a national destination code (NDC), and a subscriber number (SN).

1.2.3.3 Additional IPCC Outbound Conditions. IPCC Outbound shall only be used (i) by Customer agents (ii) as an extension of Customer's closed user group environment (iii) to enable communications between Customer's contact center agents and Customer's customers (iv) from numbers that Customer has been specifically assigned by a RespOrg (for toll free numbers in the U.S.) or other service provider authorized by a numbering authority to assign those numbers (for all other numbers). When originating calls from outside the U.S., Customer must present active numbers that called parties can use to call Customer back; Customer also must use a P-Asserted Identity that is a Verizon-owned telephone number in the country where the originating equipment is located unless local regulations dictate otherwise. Customer acknowledges that international carriers' network blocking rules change over time, and that some IPCC Outbound calls may be unexpectedly blocked. If Customer or its agent(s) use IPCC Outbound in any other manner:

- Verizon may immediately suspend IPCC Outbound until Customer's non-compliant use ceases to Verizon's satisfaction; and
- Customer shall defend, indemnify, and hold Verizon harmless from and against any claims arising from such non-compliant use.
- In the event Customer breaches subsection (iv), Verizon may sign Customer's IPCC Outbound calls with Attestation Level B instead of Attestation Level A.

Provided Customer complies with the requirements of this Section, for calls with a valid North American Numbering Plan number, Verizon will sign Customer's IPCC Outbound calls with Attestation Level A as part of the STIR/SHAKEN Caller ID authentication industry solution upon Verizon's launch of the capability. However, if Verizon begins using a third party number verification database (such as CTIA's Registered Caller), Verizon will continue to sign Customer's calls with Attestation Level A only if Customer registers its numbers with that database and notifies Verizon that it has done so. Verizon reserves the right to charge for elevating Customer's calls to Attestation Level A when using a third party number verification database.

1.2.3.4 Auto-Dialers. IPCC Outbound supports IP-enabled CPE, including auto-dialers, that is configured by Customer pursuant to Verizon's IPCC-specific interface specifications.

1.2.3.5 IPCC VoIP Outbound Tools. The following tools are available with IPCC VoIP Outbound:

- **VEC Traffic Monitoring and Traffic Reporting.** VEC Traffic Monitoring and Traffic Reporting is available for IP originations used for outbound calling.

2. SUPPLEMENTAL TERMS

2.1 Service Activation Date/Service Term

2.1.1 Service Activation Date. Customer will be charged for calls placed by or authorized by the Customer after an IPCC Service is installed, including those placed prior to the Service Activation Date.

2.1.2 Service Commitment. Customer will maintain any IPCC Service for a minimum of one year from the Service Activation Date.

2.1.3 Early Termination. In the event Customer terminates an IPCC Service prior to the expiration of the one-year service commitment (or longer commitment if a longer commitment was selected by Customer) for



reasons other than Cause, or if Verizon terminates an IPCC Service for Cause, Verizon reserves the right to bill and Customer will pay to Verizon, in addition to, accrued but unpaid charges, an amount equal to:

- Customer's MRC at the rate for the commitment period to which Customer subscribed multiplied by the number of months or partial months remaining in the applicable service commitment period at the time of termination, plus
- Any third-party provider charges (e.g., local loop charges, UIFN reservations costs) incurred by Verizon in connection with the provisioning of IPCC Service or as a result of such termination. The termination liability for any partial month shall be calculated on a per diem basis.

2.1.4 No Inbound Number Warehousing. Customer may not "warehouse" (i.e., hold without receiving any inbound traffic) North American Numbering Plan toll free (8xx) numbers, ITFS, UIFN, Freephone, and International PSTN numbers. Regulators around the world and foreign carriers do not recognize any concept of number ownership, due in part to number shortages, and will retrieve numbers for re-assignment without warning after a number of months with no inbound traffic. The Federal Communications Commission prohibits warehousing. Customer acknowledges that Verizon is unable to provide advance notice.

2.2 Customer Premises Equipment (CPE)

2.2.1 Certified CPE. Customer may purchase CPE from Verizon pursuant to a separate Verizon service attachment for CPE. Customer must properly configure CPE as specified by Verizon to use IPCC. Customer may also use Verizon-certified CPE purchased from a third party.

2.2.2 Non-certified CPE. Customer may use CPE in its IP environment that has not been acquired from or previously certified by Verizon; provided, however, that Customer shall submit to Verizon a list of such non-certified CPE to be used in conjunction with the IPCC portfolio. Such CPE must be approved by Verizon prior to contract execution and if approved, a list of the same will be attached to and made a part of this Service Attachment. Verizon is not responsible for interoperability issues arising from the use of non-certified CPE. Customer is solely responsible for interoperability issues arising from the use of non-certified CPE. When contacting Verizon Customer Support for troubleshooting purposes or Customer support for CPE, Verizon will not provide troubleshooting or Customer support for CPE which has not been Verizon-approved or Verizon-certified.

2.3 Caller Privacy

2.3.1 For VoIP Inbound Local Origination calls, if the calling party uses a per-call or per-line blocking feature to designate a call as private, Verizon will not deliver the Calling Party Number (CPN) to the Customer.

2.3.2 For VoIP Inbound Toll Free calls and Local Origination (calling party and called number in the U.S.), if the calling party uses a per call or per line blocking feature to designate a call as private, Verizon will deliver the CPN along with a privacy indicator to Customer, subject to FCC restrictions on the use of ANI and charge number services information. Customer is permitted to use the information for billing and collection, routing, screening, and completion of the originating caller's call or transaction or for services directly related to the originating caller's call or transaction. Customer is prohibited from reusing or selling such information without the originating caller's affirmative consent.

2.3.3 For called telephone numbers outside of the U.S. for which the caller has selected Call Line Identity Caller Privacy (non-disclosure of calling party number) will be applied consistent with the rules of the country of call origination.

2.4 SIP Transfer Restriction. The Two-Channel Agent-attended SIP Transfer feature (IETF SIP "Replaces"



Header, RFC 3891) shall not be used by Customer agents except to transfer a caller to another Verizon IP-served location. If Customer or its agent(s) use the SIP Transfer feature for any other purpose, Verizon may immediately suspend this Service Attachment until the non-compliant use ceases to Verizon's satisfaction.

- 2.5 **Toll Bypass.** Customer will not, and will ensure that its Affiliates and end users will not, use IPCC and the underlying IP service upon which IP Telephony is provided to bypass international/long distance charges in any country where any part of the Service is used.
- 2.6 **India.** This clause applies if IP Contact Center will be accessed from India or there are any IP terminations in India.
- 2.6.1 **OSP Only Service.** IPCC may only be used by Customers and Customers' Affiliates in India who are Other Service Providers (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.
- 2.6.2 **Additional Documentation in India.** Prior to the Service Activation Date, Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving the IP Contact Center Service in India, the document in the form at www.verizon.com/business/service_guide/secure/cp_ipcc_inspection_proforma_SG.dotm (Inspection Pro Forma).
- 2.7 **Acronyms.** The acronyms used in this Agreement for services and/or features described herein are not trademarks or the name of the Service which they represent, but instead are references only for this Agreement.
- 2.8 **Responsible Organization.** IP Contact Center is designed to support Customers that choose Verizon as the designated Responsible Organization (RespOrg) for the Customer's North American Toll-free number/s. Customer may choose their preferred RespOrg for one or more of their North American Toll-free numbers, as supported by regulatory definitions; however, the routing support and service testing responsibilities will primarily fall to the designated RespOrg, if the RespOrg is not Verizon. If Customer elects to be their own RespOrg, the Service Level Agreement will not apply.
3. **SERVICE LEVEL AGREEMENT.** The Service Level Agreement (SLA) for IPCC Service may be found at Exhibit 1 below.
4. **FINANCIAL TERMS**
- 4.1 **General**
- 4.1.1 **VoIP Inbound Charges.** VoIP Inbound charges include the following, as applicable:
- 4.1.1.1 Usage and feature charges for IP Toll Free, Local Origination, ITFS, UIFN, Freephone and PSTN.
- 4.1.1.2 NRC for installation, MRC for maintenance, plus a per-minute usage charge for IPCC IP-IVR Network Apps, both Standard and Premium.
- 4.1.1.3 Charges for the following Optional Network Features:
- Local Directory Listings (U.S. Only)
 - Enhanced CNAM (U.S. Only)



- ICR Gateway

4.1.2 Usage Assessment. Customer will be charged the applicable per-minute usage rates based on the origination and termination of the dialed number type identified in the Agreement. The usage rates are assessed as follows:

4.1.2.1 IP Toll Free and Local Origination

- In 6-second increments rounded up to the next 3-second increment, *i.e.*, 0-to-3 seconds rounds down; 4 seconds or more rounds up to the next whole 6-second increment.
- An 18-second minimum charge will apply to each call with a duration of 18 seconds or less.

4.1.2.2 UIFN ITFS, Freephone and PSTN

- In 6-second increments rounded up to the next 3-second increment, *i.e.*, 0-to-3 seconds rounds down; 4 seconds or more rounds up to the next whole 6-second increment.
- A 30-second minimum charge will apply to any call with duration of 30 seconds or less.

4.1.2.3 IPCC Inbound (IP Toll Free, Local Origination, UIFN, ITFS, Freephone, and PSTN) and Outbound - Optimized Service Only. IPCC Outbound is billed at a per-minute rate, according to the number dialed and the origination and termination types. Calling rates are determined by the country dialed – U.S. or international telephone numbers – and the termination type: switched wireline, switched mobile, or IP. Usage rates are assessed as follows:

- In 6-second increments, rounded up from 1-to -5 to a 6 second increment, *i.e.*, 1-to-5 rounds up to a whole 6-second increment.
- An 18-second minimum charge will apply to each call to a Domestic U.S. telephone number with duration of 18 seconds or less.
- A 30-second minimum charge will apply to each call to an international telephone number with duration of 30 seconds or less.
- Each rounded call-duration is billed to 4-decimals, and the charges for each call are shown only in the call detail section of the Invoice.
- All 4-decimal billed calls, for each terminating location, are aggregated and rounded to 2-decimals on the Invoice Summary.

4.1.3 Miscellaneous Charges, Surcharges, and Fees. IPCC Services may be subject to the following charges, surcharges, and fees, without limitation:

- Carrier Access Charges (CAC) (U.S. Only):
www.verizon.com/business/service_guide/reg/m_cac.htm.
- Carrier Cost Recovery Charge (CCRC) (formerly Federal Annual Regulatory Fee (FARF) (U.S. Only):
www.verizon.com/business/service_guide/reg/m_ccrc.htm.
- Federal Universal Service Fund (FUSF) (U.S. Only):
www.verizon.com/business/service_guide/reg/m_fusf.htm.
- Paper Invoice Charge (subject to limitations in Austria and Germany):
www.verizon.com/business/service_guide/reg/m_paper_invoice_charge.htm.
- Payphone Use Surcharge: www.verizon.com/business/service_guide/reg/m_puc.htm.

4.1.3.1 Other charges, surcharges, and fees may be applicable based upon local law or regulation. For IPCC Outbound, where countries have introduced new charges based on certain originating and terminating number combinations, Verizon may increase Customer's country-specific outbound rates to cover such costs upon 30 days' notice to Customer.

4.1.4 Additional Telephone Number Listings (U.S. Only). Additional and alternate listings are available for an additional charge.



4.1.5 **P-IVR Network Apps Menu Routing and Message Announcements.** Charges for these features will be based on Customer requirements.

4.2 **Optimized Service.** Customer will pay the charges for Optimized IPCC Service specified in the Agreement, including those below, and at the following URL: www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm. Charges below are in U.S. dollars and will be billed in the invoice currency for the associated service.

4.2.1 Administrative Charges

Administrative and Supplemental Charges	Amount (USD)
Service Change (For example, bill payer name/address change, or adding a trusted entity to the Service Controller table.)	\$60.00 per change
Expedite Charges¹ Normal Business Hours After Hours	\$700.00 per expedited activity \$1,100.00 per expedited activity
After Hours Charge	\$400.00 per occurrence
Dispatch Charges¹ Normal Business Hours Extended Office Hours After Hours	\$500.00 per dispatch \$750.00 per dispatch \$750.00 per dispatch
Premium Services – U.S. Locations Enterprise Activity Charge Administrator Activity Charge User Activity Charge Onsite Support Remote Support	\$100.00 per instance \$50.00 per instance \$25.00 per instance \$125.00 per hour ² \$90.00 per hour ²
Premium Services – Non-U.S. Locations Enterprise Activity Charge Administrator Activity Charge User Activity Charge Onsite Support Remote Support	\$200.00 per instance \$100.00 per instance \$50.00 per instance \$125.00 per hour ² \$175.00 per hour ²
Depending on Customer's request, Expedite Charges and Dispatch Charges may apply. For example, if Customer orders: Installation before the normal business interval (e.g., 20 days instead of 45 days) [Expedite Charge applies], Installation outside Normal Business Hours [Expedite Charge After Hours applies], and The expedited installation requires the assistance of a Verizon technician on site in the U.S. [Dispatch Charges applies], the charges will be: <div style="text-align: right;">$\begin{array}{r} \\$1,100 - \text{Expedite Charge (After Hours)} \\ \\$750 - \text{Dispatch Charge (After Hours)} \\ \hline \\$1,850.00 \quad \text{TOTAL} \end{array}$</div>	
These charges will be rounded and billed to the next higher 30-minute increment. For example, 1 hour and 32 minutes of Onsite Support will be rounded and billed to Customer at 2 hours.	



- 4.3 **Non-Optimized Service.** Customer will pay the charges for Non-Optimized IPCC Service specified in the Agreement. Online pricing for Service provided by a U.S. Verizon entity is at the following URL: www.verizon.com/business/service_guide/reg/cp_ipcc_ip_contact_center_services.htm.
- 4.4 **Rates to Non-U.S. Countries.** Customer understands that current rates for calls to non-U.S. countries are based on current economic conditions in those countries and that Verizon may need to increase rates if those conditions change.
5. **DEFINITIONS.** The below definitions apply to IPCC Service, in addition to those identified in the Master Terms of your Agreement and the administrative charge definitions found in Exhibit 2.

Term	Definition
IP Toll Free	VoIP Inbound Toll Free calls that are received via traditional North American Numbering Plan toll free (8xx) numbers.
Local Origination	Verizon VoIP telephone numbers or numbers that have been ported to Verizon which enable inbound calls provisioned with the features described in Section 1.2.1.2.



EXHIBIT 1

Service Level Agreement ("SLA") Verizon IP Contact Center Service

1. **Overview.** Verizon offers the following performance Service Level Agreement ("SLA") to customers subscribing to Verizon's IP Contact Center Service. The SLA provides performance metrics for Verizon's IP Contact Center network, i.e., the backbone infrastructure of IP Contact Center services (for the purposes of this SLA, the "IPCC Network"), and covers Network Availability, Time To Repair ("TTR"), Network Jitter, and Network MOS.
2. **Demarcation.** The IPCC Network Routing Architecture (see Attachment 1) identifies the IPCC Network components covered by this SLA, and includes IPIVR Applications; that have been built, functionally tested, and deployed in the network by the customer or by Verizon. The demarcation points for the Network Jitter and Network MOS metrics of this SLA are defined as the Verizon VoIP Network Gateways for Inbound and Outbound TDM-terminated calls; and the Verizon VoIP Network Session Border Controllers for IP-terminated and IP Originated calls, and the interconnection transfer point between the Cloud Service Provider (CSP) and Verizon. The demarcation points for the Network Availability and Time To Repair ("TTR") metrics of this SLA include the Verizon-owned Long Distance Network Switches and infrastructure for TDM originated and terminated calls. All demarcation points are marked in red font and outlines.
3. **IPCC Network Availability SLA**

The Network Availability SLA provides that the IPCC services (the "Service") is available to process calls at least 99.99% of the time as measured on a monthly basis by Priority 1 Trouble Ticket outage time.

The Service is considered not available for the number of minutes that a Trouble Ticket shows the Service was not available to Customer. The unavailable time starts when (i) the Customer opens a Priority 1 Trouble Ticket with Verizon Customer Support [in the U.S. at 1-800-444-1111 or as otherwise specified directly to Customer or via Verizon's website; outside the U.S., at the telephone number specified directly to Customer or via Verizon's website] and (ii) provides Verizon with permission to test the affected Telephone Number(s). Upon Verizon's reasonable request, Customer will cooperate with and assist Verizon in the controlled testing of affected service elements. The unavailable time stops when the trouble ticket has been resolved and the Service is again available to Customer.

Customer must open a Trouble Ticket with Verizon Customer Support while it is experiencing a Service problem. The associated Trouble Ticket(s) will record the calculation of unavailable time attributable to Verizon. One ticket can be submitted for simultaneous issues with different IPCC Transport services, however, the individual IPCC Service Numbers and/or Route Plans affected must be identified in the ticket.

Where monthly Availability falls below the percentages specified in the table below, Customer will be entitled to a credit associated with one of the corresponding Availability percentages.



IPCC Network Monthly Availability*	
Availability— Less Than	Credit**
99.99%	3%
99.80%	7%
99.70%	10%
99.60%	13%
99.50%	17%
99.40%	20%
99.30%	23%
98.90%	27%
98.80%	30%
98.70%	33%
98.60%	37%
98.50%	40%
98.30%	43%
98.20%	47%
98.10%	50%
* Network Monthly Availability = Total Monthly Minutes (all IPCC Service numbers; based on a 30-day month) minus Total Outage Minutes for affected IPCC Service number(s) (in a month) divided by Total Monthly Minutes.	
** Credits are calculated against Customer's total per-minute IPCC Service Transport Charges for the affected IPCC Service numbers in the affected month.	

A Trouble Ticket is required to document a Network Availability outage for credit submission. To receive an SLA credit for IPCC Network Availability, Customer must submit its request using the standard "Invoice Inquiry" process available on the Verizon Enterprise Center ("VEC") within 30 business days after the month in which the Service Level is not met. The request must contain: (1) the Trouble Ticket number; (2) the date and time the Trouble Ticket was initiated; (3) the VoIP Inbound number that experienced the service outage and/or Route Plans affected; and (4) the total outage time.

4. **Time to Repair ("TTR") SLA.** The TTR SLA provides that valid Priority 1 tickets will be resolved as shown in the table below. "Time to Repair" is defined as time taken to restore Service during an Outage based on Trouble Ticket time. Unavailable time starts when Customer opens a Trouble Ticket with Verizon Customer Support [in the U.S. at 1-800-444-1111 or as otherwise specified directly to Customer or via Verizon's website; outside the U.S., at the telephone number specified directly to Customer or via Verizon's website] and releases the Service for immediate testing. Unavailable time stops when the Service is again made available to Customer.

Restore times will be based on amount of Outage time attributable to Verizon as recorded in the associated Trouble Ticket(s). The credit calculation shown in the table immediately below is based on the repair time for a given Outage as recorded in the Priority 1 Trouble Ticket.



Incident Repair Time (equals Total Unavailable Time per affected Telephone number per month)		Credit (calculated against Customer's total per-minute IPCC Service Transport Charges for the affected IPCC Service numbers in the affected month)
From Hours:Min:Sec	To Hours:Min:Sec	
0:00:00	3:59:59 (U.S.)	0%
0:00:00	4:59:59 (non-U.S.)	0%
4:00:00	7:59:59 (U.S.)	2%
5:00:00	7:59:59: (non-U.S.)	2%
8 Hours +		4%

5. Jitter SLA (Contiguous U.S. and Europe)

Jitter is the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Jitter is usually caused by imperfections in hardware or software optimization or varying traffic conditions and loading. Excessive delay variation in packet streams usually results in additional packet loss which detrimentally affects voice quality. IPCC Service monthly performance metrics for Jitter are reported at the following site: <http://www.verizonenterprise.com/terms/us/products/ipcontactcenter/performance/>.

The Jitter SLA provides that Verizon's Private IP ("PIP") or Internet network monthly jitter performance will not exceed 1.0 millisecond on average. Performance is measured by periodically collecting data across the IPCC Network demarcation points, defined in Section 2, above (Demarcation), from which a monthly average is derived.

To receive credit for a Jitter SLA claim, Customer must submit its request using the standard "Invoice Inquiry" process available on the Verizon Enterprise Center ("VEC") within 30 business days after the month in which the SLA was not met. Customer must provide all required information (e.g., account number). Verizon's Customer Support department will use the backbone statistics on its web site to verify that the Jitter SLA was not met.

If Verizon Customer Support confirms Customer's claim (i.e., that the Jitter SLA was not met), then Customer shall receive a credit to its account equal to one day's share of the Monthly Recurring Charge (MRC) for VoIP Inbound Subscription (for non-optimized) or the equivalent to one day's share of the MRC for VoIP Inbound Subscription (for optimized).

6. MOS SLA (Contiguous U.S. and Europe)

Mean Opinion Score ("MOS") is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call. The Verizon IPCC Service monthly performance metrics for MOS are reported at the following site: <http://www.verizonenterprise.com/terms/us/products/ipcontactcenter/performance/>.

The MOS SLA provides that the MOS measured across Verizon's IPCC Network demarcation points, as defined above in Section 2 (Demarcation), will not drop below 4.0 where MOS is calculated using the standards-based E-model (ITU-T G.107). Performance is measured by periodically collecting data across Verizon's PIP or Internet network, from which a monthly average is derived.

The MOS SLA (for the European Economic Area, EEA) provides that the MOS measured across Verizon's EEA IPCC Network demarcation points, as defined above in Section 2 (Demarcation), will not drop below 4.0 where MOS is calculated using the standards-based E-model (ITU-T G.107). Performance is measured by periodically collecting data across Verizon's contiguous EEA PIP or Internet network, from which a monthly average is derived.



To receive credit for a MOS SLA claim, Customer must submit its request using the standard "Invoice Inquiry" process available on the Verizon Enterprise Center ("VEC") within 30 business days after the month in which the SLA was not met. Customer must provide all required information (e.g., account number). The Verizon Customer Support department will use the backbone statistics on its web site to verify that the MOS SLA was not met.

If Verizon Customer Support confirms Customer's claim (i.e., that the MOS SLA was not met), then Customer shall receive a credit to its account equal to one day's share of the MRC for VoIP Inbound Subscription (for non-optimized) or the equivalent to one day's share of the MRC for VoIP Inbound Subscription (for optimized).

7. General Conditions

The appropriate non-compliance credit amount will be credited to Customer's account within 90 calendar days following Verizon's confirmation of Service Level non-compliance.

Service credits made by Verizon to Customer under this Service Level Agreement are the sole and exclusive remedy available to Customer with respect to any failure to meet a defined Service Level.

The total of all credits within any one month is limited to a maximum of 100% of Customer's IPCC Service usage charges per VoIP Inbound telephone number affected by any non-compliance with the Service Levels.

8. Exclusions. No credit will be due to Customer to the extent the SLA is not met because of –

- Any act or omission on the part of the Customer, its contractors or vendors, or any other entity over which the Customer exercises control or has the right to exercise control.
- A Force Majeure event, as defined in the Agreement.
- Scheduled maintenance by Customer or entities under Customer's direction or control.
- Scheduled maintenance by Verizon within Verizon's maintenance windows.
- Problems unrelated to the IPCC Network including but not limited to IP-IVR Application Program changes, local access origination, and termination segments such as:
 - IPCC Network components other than the Network Gateways and Session Border Controllers, IP Network Cloud, IPCC Service Controller, Verizon SCP/NCP and IP IVR Call Treatment.
 - Inappropriate IP-IVR Application or Configuration/Routing change(s) made by Customer through the Verizon Network Manager.
 - Customer Equipment that is not compliant with the IPCC Network Interoperability Specifications.

9. Definitions. Terms used in this SLA are defined as follows:

Term	Definition
IPCC Service Number	The ICC Service Number is used to receive inbound calls and to connect to the IPCC Services.
Outage	Total loss of service or service degradation such that Customer is unable to use the full functionality of the IP Contact Center Service and Customer releases the Service for intrusive testing and resolution.
Trouble Ticket	The official record used to document a perceived problem with the Service or an Outage incident.



Priority 1 Trouble Ticket

Hard outage whereby there is a complete loss of the IP Contact Center Service or severe degradation that results in Customer's inability to receive or complete inbound calls via VoIP Inbound.

- 50% or more of the location is out-of-service;
- 50% or more of the ports/channels are out-of-service;
- Critical Verizon network or system failure with no workaround capability.

Attachment 1 IPCC Network Architecture

IPCC Multi-Service Architecture – High Level View

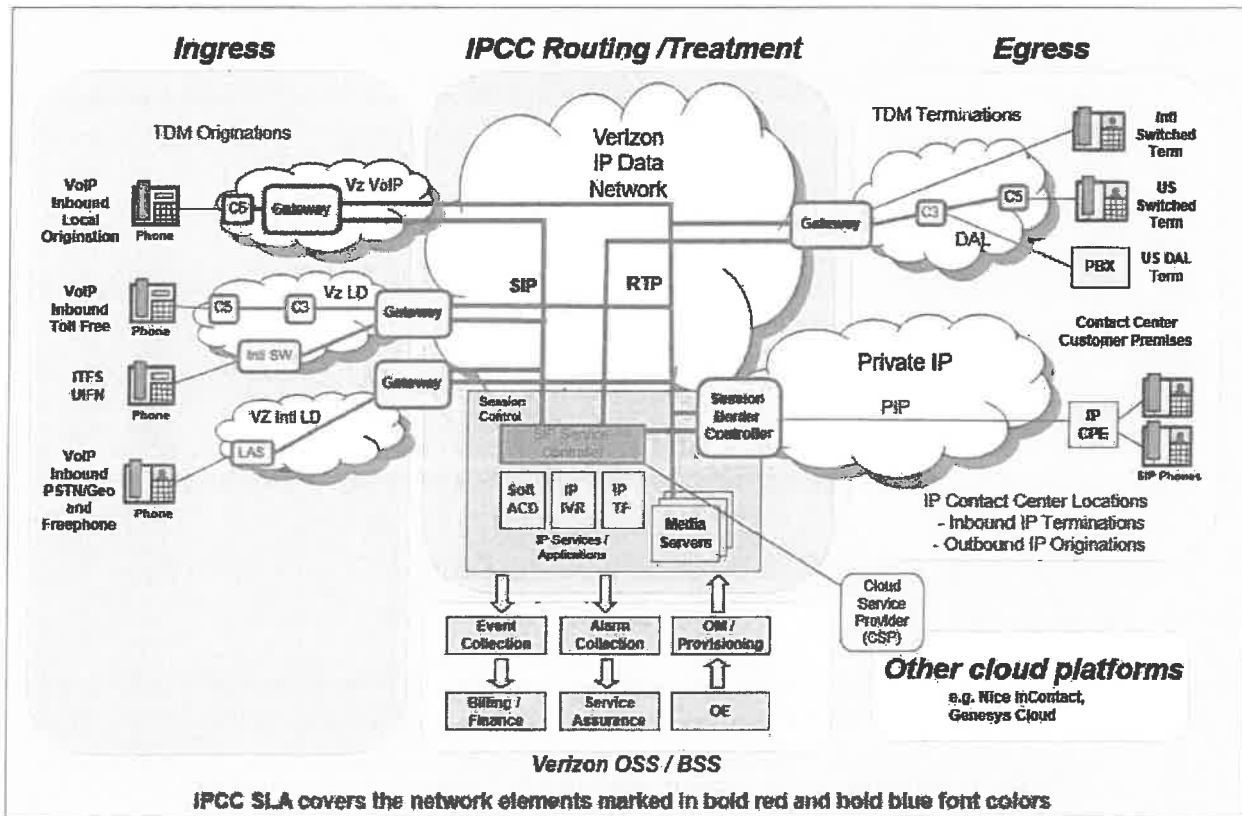




Exhibit 2

Administrative Charges Definitions – Optimized and non-Optimized Services

Administrative Change: An Administrative Change charge applies when Customer requests the modification of an existing circuit or Service that involves changes to Customer entity name, Customer contact name or Customer phone number, verification of testing performed by third parties, and Service rearrangements not involving a physical change or a change in Customer billing address.

After Hours: An After Hours charge applies when Customer requests Service installation outside of Normal Working Hours.

Cancellation of Order: A Cancellation of Order charge applies when Verizon discontinues processing a Service Order prior to its completion (in whole or in part) due to Customer's request to cancel or defer installation for more than 30 days.

Expedite: An Expedite charge applies per Service when Customer requests that a Service Order (including a change order) be processed in a time period shorter than the Verizon standard installation interval, whether or not the installation or change is completed in the requested timeframe.

Pending Order Change: A Pending Order Change charge applies when Customer requests the modification of a Service Order prior to its completion.

Physical Change: A Physical Change charge applies when Customer requests a Service modification that requires some physical change of Service.

Service Date Change: A Service Date Change Charge applies each time Customer requests a new order due date that is within 30 days of the original due date.

The following definition applies only to non-Optimized Services:

Accelerated Expedite: An Accelerated Expedite Charge will apply to an Expedite which is requested by Customer within five (5) or fewer business days.



Welch, Toby L <toby.l.welch@wv.gov>

CRFQ ERP2300000001 - Hosted Call Center Operations

2 messages

Welch, Toby L <toby.l.welch@wv.gov>

Wed, Sep 14, 2022 at 10:07 AM

To: "sandra.k.hawkins@verizon.com" <sandra.k.hawkins@verizon.com>

Dear Sandra Hawkins,
You recently submitted a bid for the above mentioned solicitation.

You are the apparent successful bidder on the requisition listed above and you will be issued a contract provided all the necessary documents are forwarded to the Purchasing Division and the purchase order is approved by the proper authorities.

During the evaluation process, there arose a concern with a section of your bid response that we will require a response from you before we can begin the award process.

Located in Attachment 2, section 2.8 of your response it states:

" Past Due Amounts. Amounts not paid on or before the due date are past due, and will accrue interest from the due date until the payment at the rate of: (a) 1.5% per month (compounded monthly); or where the rate is not permitted by applicable law or regulation (b) the maximum amount allowed. Without prejudice to any other rights under applicable law or regulation, Verizon may exercise its rights of termination or suspension in accordance with the agreement with respect to any past due amount other than disputed amounts. Customer agrees to pay Verizon its reasonable expenses, including legal and collection agency fees, incurred in enforcing its rights under the clause entitled charges, Payments, Taxes, and Purchase Commitments."

The State's response: The State has no legal authority to pay late fees whatsoever. The Attorney General will not approve any contracts with such language in the contract.

As such, do you agree to rescind section 2.8 - (Past Due Amounts)

We respectfully request a response to this email no later than Friday September 16, at 4:00 p.m.

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--

Toby L. Welch, Senior Buyer

West Virginia Purchasing Division

2019 Washington Street East

Capitol Complex Building 15

Charleston, WV 25305

304-558-8802 ext 57522

Toby.L.Welch@wv.gov



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Hawkins, Sandra K (Sandy) <sandra.k.hawkins@verizon.com>

Thu, Sep 15, 2022 at 2:35 PM

To: "Welch, Toby L" <toby.l.welch@wv.gov>

Cc: Walter A Lacey <walter.lacey@verizon.com>, "Sandra K (Sandy) Hawkins" <sandra.k.hawkins@verizon.com>

Toby,

Good afternoon.

Verizon is agreeable to resending section 2.8 located in Attachment 2 of your response.

Respectfully,

Sandy

[Quoted text hidden]

--



Sandra K. Hawkins, MBA
Senior Client Executive

4700 MacCorkle Av SE
Charleston, WV 25304

O 304.356.3395 | M 304.807.0207
sandra.k.hawkins@verizon.com

EXHIBIT A - PRICING PAGE - Hosted Call Center Operations
(Quantities are estimated on a monthly basis)

[illegible]