Verizon Calling with Microsoft Teams +

1. GENERAL

1.1   **Service Definition.** Verizon Calling with Microsoft Teams provides session border controller as a service (SBCaaS) deployed on cloud-based virtual machines in Verizon's hosted network services (HNS) environment (or in the third-party public cloud, if available). Verizon Calling with Microsoft Teams is configured to facilitate Customer's Microsoft Teams (MS Teams) service, enabling Public Switched Telephone Network (PSTN) calling through Customer's third-party or Verizon-provided SIP Trunking service (contracted separately). Verizon does not provide the MS Teams licenses required for Verizon Calling with Microsoft Teams.

1.2   Standard Service Features

1.2.1   **SBCaaS.** As part of SBCaaS, Verizon provides professional services to: (a) enable Customer's users on Microsoft Phone System; (b) configure Verizon's session border controller (SBC) which provides security for Customer's voice calls; and (c) provide Direct Routing configuration from Microsoft Phone System to Verizon's SBC. SBCaaS enables PSTN calling via Customer's third-party or Verizon-provided SIP Trunking service. SBCaaS also includes features that may be used for protocol interworking, QoS (quality of service) with other cloud and on-premises PBXs (private branch exchanges). Based on Customer's designated number of users, Verizon will determine the number of SBCaaS instances needed and virtual machine sizing according to Customer's requirements. If Customer requires additional professional services from Verizon, Customer must sign a separate Order.

1.2.2   **SBCaaS Management.** Verizon provides the following monitoring and management activities for each SBCaaS instance configured in the HNS environment.

1.2.2.1   **Monitoring and Management.** Verizon provides proactive monitoring of all SBCaaS instances twenty-four hours a day, seven days a week. Verizon monitors the SBCaaS instances via use of the simple network management protocol (SNMP) and internet control message protocol (ICMP commonly called a "ping") for status and error conditions (e.g., SNMP trap messages). If a problem is software-related, Verizon remotely brings the SBCaaS instance back to operational condition. Management of SBCaaS instances includes management of applicable software licenses that may be configured on the SBCs.

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1.2.2.2 **Notification.** Verizon will notify Customer if an error is detected with an instance of SBCaaS. Verizon will then create a trouble ticket and attempt to notify Customer's designated point of contact via e-mail or automated phone message, within 15 minutes of Verizon's determination of an error. If the error is caused by the SBCaaS instance, Verizon will begin troubleshooting the error until the problem is resolved, then the ticket will be closed. If the error is caused by anything other than the SBCaaS instance, Verizon will inform Customer of the error and monitor the ticket and upon resolution by Customer, the ticket will be closed.

1.2.2.3 **Customer Portal.** The managed services portal (the Verizon Enterprise Center or other website provided by Verizon from time to time (VEC)), is available to Customer 24 hours a day, seven days a week. Customer is limited to 10 user accounts and is responsible for ensuring that all users understand and comply with Verizon's confidentiality requirements. The VEC can be accessed at: www.verizon.com/business.

1.2.2.4 **Digital Connect API Gateway.** Verizon will provide access to the Digital Connect API (application program interface) gateway (https://digitalconnect.verizon.com) (API Gateway) so Customer can develop an API to allow for ebonding to Verizon for services such as incident management or change management.

1.2.2.5 **Change Management Activities.** Certain change management activities shown on the VEC as Standard Change Management are provided at no additional charge.

1.2.2.6 **Managed SBCaaS Software Updates.** Verizon will provide relevant software patches and upgrades as provided by the SBC manufacturer from time to time for installation during a scheduled maintenance period. These software updates are provided as an embedded operating service feature.

1.2.3 **Service Sizing and Minimum Volume Commitment.** Customer will identify the maximum number of users of its Microsoft Teams service requiring PSTN calling capability. Verizon will then identify the appropriate capacity sizing, per region. Customer's implementation of Verizon Calling with Microsoft Teams requires a minimum of 750 users per region (Minimum Volume Commitment).

1.3 **Add-on Service Features**

1.3.1 **Reporting and Analytics.** Verizon will provide a Reporting and Analytics Portal that will allow Customer to track and monitor call sessions, identify points of failure, and provide customized views. Customer can also create reports and a custom dashboard to monitor their MS Teams calling environment.

1.3.2 **Telephony Tenant Management.** Verizon will perform administrative move, add, change, delete (MACD) support for Customer. These MACDs and any associated tenant management are limited to voice configurations only. This feature provides unlimited monthly MACD support. Admin access to Customer's Microsoft Tenant is a requirement for this feature.

1.4 **Verizon Responsibilities**

1.4.1 **Demarcation.** Verizon will provide service to the demarcation of Verizon Calling with Microsoft Teams at the interface of Direct Routing and Microsoft Phone System.

1.5 **Customer Responsibilities**

1.5.1 **IP Addresses.** Verizon will designate IP addresses for use with Verizon Calling with Microsoft Teams. Customer will not use non-approved IP addressing on Verizon Calling with Microsoft Teams. Verizon also reserves the right to use border gateway protocol (BGP) routing when Verizon Calling with Microsoft Teams terminates via a Verizon-provided SIP Trunking service.

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1.5.2 **Telephone Numbers.** Customer will provide and maintain a list of all telephone numbers that will utilize Verizon-provided 911 service in the U.S. and Canada to Verizon prior to using the service.

1.5.3 **Customer Notifications.** Customer shall report any detected issues with their MS Teams service to the Verizon customer service center.

1.5.4 **Documentation.** All copies of any recommendations, documentation, VEC printouts, or other materials in any media form provided to Customer by Verizon will be treated by Customer as Verizon Confidential Information. Customer Confidential Information, if embedded in the above, shall continue to be treated as Customer Confidential Information.

1.5.5 **VEC or API Gateway User Names and Passwords.** Customer must immediately notify Verizon upon learning of any unauthorized use of Customer's login credentials. Customer is responsible for all activities and Charges incurred through the use of the compromised login credentials.

2. SUPPLEMENTAL TERMS

2.1 **Services Disclaimer.** Verizon makes no warrantees, guarantees, or representations, express, or implied that (i) Verizon Calling with Microsoft Teams will protect Customer's network from intrusions, viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or destructive programming routines; (ii) any security threats and vulnerabilities will be prevented or detected; or, (iii) the performance by Verizon of Verizon Calling with Microsoft Teams will render Customer's systems invulnerable to security breaches.

2.2 ~~Additional Documentation in India.~~ **India Compliance.** This clause applies if Verizon Calling with Microsoft Teams will be accessed from India. Customer acknowledges compliance with applicable regulations in India with regard to the use of any of Microsoft Teams, associated connectivity or SIP Trunking services is the responsibility of Customer and the provider of those services. Such compliances include requirements as applicable to other service providers (OSP) in India. ~~This clause applies if Verizon Calling with Microsoft Teams will be accessed from India. Prior to the Activation Date, 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).~~

~~2.3 India Call Detail Records. In accordance with regulatory requirements, and as applicable to other service providers (OSP) in India, OSP registered Customers and Customers' Affiliates in India accessing Verizon Calling with Microsoft Teams 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.~~

~~2.4~~

~~2.5~~2.3 **SIP Trunking Prohibitions.** Customer warrants it is not aware of any prohibition preventing interconnection between Verizon Facilities and Customer's ~~third party~~third-party SIP Trunking provider. Customer also acknowledges that the country from which SBCaaS is provided may differ from the country of the associated SIP Trunking service.

~~2.6~~2.4 **Emergency Calling.** Verizon Calling with Microsoft Teams is not a voice service and Customer is responsible to cause the provision of all emergency calling requirements, and specifically in the U.S. 911 calling requirements. In the U.S. and Canada, Verizon Calling with Microsoft Teams includes support for Dynamic Emergency 911 calling. Notwithstanding the emergency calling terms and conditions applicable to Customer's use of Microsoft Teams, the following additional terms and conditions apply to Customer's use of Verizon Calling with Microsoft Teams.

2.4.1 **Network and Location Information Configuration.** Verizon will configure network settings and Location Information Service to create a network/emergency location map per MS Teams instructions

based on information Customer provides. Verizon hereby disclaims any liability caused by inaccurate or lack of information provided by Customer, its end users, or any third party on Customer's behalf, including without limitation, Customer's inability to reach emergency service responders or access the Public Safety Answering Point associated with the Customer's location.

2.4.2 **Emergency Calling Testing.** Emergency calling testing for both native and ported numbers must be performed by Customer unless additional professional services are ordered via a separate Professional Services Order. Customer must ensure that a test emergency call is placed and that the address as shown in the relevant local emergency number management system is validated as being correct.

2.4.3 **End User Notification.** Customer is solely responsible for informing its end users about any emergency calling restrictions. Customer's failure to do so may result in emergency calls failing to be delivered or being sent to the wrong location and thus delay or preclude emergency service response, which could result in injury or death.

2.4.4 **Wireless Devices.** In the U.S. and Canada, Verizon Calling with Microsoft Teams supports emergency calling from wireless devices, such as smart phones, and other devices that provide native voice calling. Devices making emergency calls will be located using Microsoft Teams Dynamic Emergency 911 capabilities and not the capabilities of the native dialer or the carrier's wireless network when using the MS Teams client. Emergency calls will be routed and delivered by the Customer's emergency routing service provider based on this device location.

In other jurisdictions, Verizon Calling with Microsoft Teams 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.

2.4.5 **PCs, Laptops and Tablets.** In the U.S. and Canada, Verizon Calling with Microsoft Teams supports emergency calling from devices such as PCs, laptops, and tablets that have access to the Internet. Devices making emergency calls will be located using Microsoft Teams Dynamic Emergency 911 capabilities and not the capabilities of any other service. Emergency calls will be routed and delivered by the Customer's Emergency Routing Service provider based on this device location.

In other jurisdictions, emergency calling using MS Teams enabled by Verizon Calling with Microsoft Teams is not supported on computer tablets or other similar devices that have been integrated with Verizon Calling with Microsoft Teams 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.

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

The SLA for Verizon Calling with Microsoft Teams may be found at the following URL: www.verizon.com/business/service_guide/reg/Verizon-Calling-with-Microsoft-Teams-sla.pdf.

4. **FINANCIAL TERMS**

4.1 **Rates and Charges.** Customer will pay the per-user monthly recurring charges (MRCs) for Verizon Calling with Microsoft Teams as specified in the applicable Agreement and at the following URL: www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm and Customer's Service Commitment and/or Volume Commitment will be as specified in the applicable Order. Customer will pay additional MRCs and NRCs, as applicable, for any equipment management required or for optional services or features that may be ordered by Customer under the Agreement. Verizon Calling with

Microsoft Teams MRCs are fixed for the Service Commitment. The charges are quoted in United States dollars and will be billed in the invoice currency.

4.1.1   Customer will be billed for the number of configured users immediately after Customer's first site or location is provisioned for Verizon Calling with Microsoft Teams. Thereafter, Customer will be billed the Minimum Volume Commitment or the actual number of users (whichever is higher) 120 days after Customer's Order date, unless the delay is caused by Verizon. Customer will be billed for the total number of users ordered or actual number of users (whichever is higher) 365 days after Customer's Order date, unless such delay is caused by Verizon.

4.2   **One-Time Management Charges.** Optional Change Management (OCM) provides additional remote change management support for Verizon Calling with Microsoft Teams. Customer can order specific OCM activities through the Verizon VEC. The Standard Change Management activities shown in the VEC are included in the MRC of Verizon Calling with Microsoft Teams Service.

4.3   **Managed Implementation Charges.** Depending upon network readiness, additional equipment or equipment upgrade may be required. Equipment and equipment management costs are not included in the MRC shown in a Contract. Any additional CPE required for this Service will be provided under a separate agreement.

5.   **DEFINITIONS.** The following definitions apply to Verizon Calling with Microsoft Teams in addition to those identified in the Master Terms and the administrative charge definitions at the following URL:
6.5.   www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm.

Term	Definition
Direct Routing	Direct Routing is a way to provide a PSTN connection to MS Teams users so that they can make and receive external phone calls on any device using MS Teams.
Microsoft Phone System	Microsoft's technology for enabling call control and PBX capabilities in the cloud with Microsoft Teams.
Microsoft Tenant	The set of services assigned to the customer's organization. Typically, it is associated with one or more public DNS domain names and acts as a central and isolated container for subscriptions and licenses within them that the customer assigns to user accounts.

Schedule 1 – Inspection Pro Forma and Cover Letter from the Indian based Customer, or where Customer is not based in India, from Customer's Indian based Affiliate/Participating Entity/End User

Enter VLE as on the Service Order Form ("Verizon")
Enter VLE address as on the Service Order Form
Enter VLE address as on the Service Order Form
Enter VLE address as on the Service Order Form

TO WHOM IT MAY CONCERN

We refer to the Agreement or Service Order (Agreement) entered into between the Verizon legal entity (VLE) referred to in the Inspection Pro Forma and Customer legal entity (CLE) **Enter Customer Name from Agreement/Service Order** ("Customer"). Pursuant to the Agreement, Verizon will be providing us with Verizon Microsoft Teams Calling services accessed in India ("Services"):

As the beneficiary of the Services in India we now provide the signed Inspection Pro Forma.

If we are an OSP[1] we understand that we must provide details of the OSP Permanent Registration Certificate duly issued to us by the Department of Telecommunication before the Services can be provided.

We understand that the completion of the Inspection Pro Forma and receipt of the relevant documentation is a critical annual compliance activity for Verizon in accordance with its License terms and applicable laws and we agree to co-operate, as requested by Verizon, in completing and signing an Inspection Pro Forma and providing the required documentation.

Agreed for and on behalf of:
ENTER CUSTOMER OR CUSTOMER'S INDIAN BASED AFFILIATE/ USER DETAILS

By its authorized signatory

Name: Click here to enter text.
Title: Click here to enter text.

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[1] **Definition: Other Service Provider ("OSP")** means an entity that provides any applications services such as tele-banking, tele-medicine, tele-education, tele-trading, e-commerce, call center, network operation center and other IT Enabled Services, by using telecom resources provided by authorized telecom service providers (such as Verizon).

INSPECTION PRO FORMA

CUSTOMER/END USER DETAILS

Serial Number	Information Required	Details/Response
1	Verizon Entity on Service Order Form	Verizon Entity on Service Order Form
2	Corporate Identification Number(CIN) (CIN of the Indian based Customer/End User of Verizon Services in India) Registered Name Registered Office Address	Corporate Identification Number(CIN) Registered Name Registered Office Address
3	Customer/User Authorized Signatory (Details of the Authorized Signatory of the Indian based Customer/End User of Verizon Services in India) (Name, designation and Mob No)	Customer/User Authorised Signatory Name Designation and Mob No
4	Customer/User Operational Contact Person (Name, designation and Mob No)	Customer/User Operational Contact Person Designation and Mob No
5	Activities/Nature of business of the Customer/User	Activities/Nature of business of the Customer/User
6	Details of OSP registration	OSP number: Issue date: Locations covered under OSP:
7	Usage	What is the customer using the service for - Details:

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