



Verizon Calling with Microsoft Teams +

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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 the hosted network services (HNS) environment (or in the public cloud, if available). Verizon Calling with Microsoft Teams is configured to facilitate Customer's Microsoft Teams (MS Teams) service, enabling PSTN calling through Customer's third-party or Verizon-provided (provisioned and contracted separately) SIP Trunking service. For the avoidance of doubt, Verizon does not provide the MS Teams licenses required to provision Verizon Calling with Microsoft Teams. Furthermore, Verizon Calling with Microsoft Teams is not a voice service.

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, Customer must sign a separate Order for Verizon's Professional Services engagement.

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.



- 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 e-bonding 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.** 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.

1.3 Verizon Responsibilities

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

1.4 Customer Responsibilities

- 1.4.1 **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.
- 1.4.2 **Customer Notifications.** Customer shall report any detected issues with their MS Teams service to the Verizon customer service center.
- 1.4.3 **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.
- 1.4.4 **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 warranties, guarantees, or representations, express, or implied that i) Verizon Calling with Microsoft Teams will protect the Customer 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.** 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).
- 2.2.1 **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.
- 2.3 **SIP Trunking Prohibitions.** Customer warrants it is not aware of any prohibition preventing interconnection between Verizon Facilities and Customer's 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.
- 2.4 **Emergency Calling.** Verizon Calling with Microsoft Teams is not a voice service and all emergency calling requirements, and specifically in the U.S., 911 calling requirements, are the responsibility of the provider of the associated VoIP Service. Notwithstanding the emergency calling terms and conditions applicable to Customer's use of VoIP service, the following additional restrictions will apply with respect to Customer's use of Verizon Calling with Microsoft Teams.
- 2.4.1 **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.
- 2.4.2 **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.
- 2.4.3 **Wireless Devices.** 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.
- 2.4.4 **PCs, Laptops and Tablets.** 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 Contract. 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.
- 4.2 **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: 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 Microsoft 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. |



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 OSP¹ 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.

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 <u>Indian based</u> 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 <u>Indian based</u> 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: |



INSPECTION PRO FORMA
Confirmation by the Recipient/End User of the Service

1. We confirm that to the extent we undertake activities that require approval/registration from the relevant telecom authority including as an Other Service Provider (OSP) that we have obtained or will obtain such approval/registration.
2. Where we have EPABX equipment in use in relation to the Services, we attach a certificate from the EPABX equipment vendor that:
 - (a) Certifies that the EPABX equipment has not been tampered with in violation of the National Numbering Plan specified by the Department of Telecommunications (DOT); and
 - (b) In the event a single EPABX is used for terminating PSTN and IP traffic, further certifies that logical partitioning has been done on the EPABX to prevent free flow of traffic between the PSTN of India and IP network. The EPABX will not be commissioned prior to providing such certification to Verizon.
3. We will cooperate with and provide to Verizon all such information, records and other relevant materials, access to Services, access to equipment and software directly or indirectly connected to or interfacing with Verizon Facilities as may be reasonably required for Verizon to comply with local requirements including applicable laws in India.

Signed:

(Customer Authorized Signatory with Name
& Designation)

Date:

Place: