



DIGITAL CX +

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5. DEFINITIONS

1. GENERAL

1.1 **Service Definition.** Digital Customer Experience (“Digital CX”) offers software as a service (SaaS) based customer engagement solutions and platform as a service (PaaS) services that enable Customer to manage their end user’s digital experiences from the cloud with a variety of optional features. Digital CX enables automated self-service for Customer’s end user, intelligent knowledge management authoring and search, and brand engagement for Customer via social media channels as further described below.

1.2 **Service Offerings.** Customer may select either Google Cloud Platform (“Digital CX GCP”) or Emplifi (“Digital CX Emplifi”), or some combination thereof, to provide Digital CX (“Digital CX” used to reference non-specific provisions).

1.3 **Digital CX – Google Cloud Platform**

1.3.1 **Service Implementation.** Customer may select either Verizon Professional Services or an approved third party to implement Digital CX GCP. Implementation is not included in the initial, non-recurring charge and requires a separate agreement. Implementation may be done remotely or onsite.

1.3.2 **Service Features**

1.3.2.1 **Dialogflow.** Dialogflow is an intent engine (“bot”) that uses machine learning to determine what the user is asking or attempting to accomplish, to extract relevant information from the request, and to provide a response. The bot may be integrated with back-end systems to perform actions on Customer’s end user’s behalf. To implement this feature, Customer may enter an engagement with Professional Services and will be invoiced according to the charges set forth in the associated Professional Services SOW. Dialogflow is available via either text-based intent management and voice-based intent management, and for two Dialogflow versions, Dialogflow ES and Dialogflow CX.

- **Dialogflow ES.** Standard offering for use cases that are small to medium in size and low to moderate in complexity.

- **Dialogflow CX.** Advanced offering, better suited to use cases that are large in size or high in complexity.
- 1.3.2.2 **Dialogflow ES – Sentiment Analysis.** System analyzes text as input and returns a score that represents its perception of whether the text contains positive or negative sentiment.
- 1.3.2.3 **Dialogflow ES – Mega Agent.** Mega Agent is a Dialogflow bot that sits upstream of other bots and routes requests to those downstream bots based on the nature of the request.
- 1.3.2.4 **Text to Speech (TTS).** TTS takes text as an input and outputs a 'vocalization' of that text to an end user, such as on a phone call. TTS is available for two levels of conversion quality, Standard and Premium (or 'Wavenet'), and for use with Dialogflow ES or for standalone use apart from Dialogflow ES.
- **TTS Standard.** Vocalized output sounds more computerized.
 - **TTS Premium.** Vocalized output sounds more natural or 'human-like' through using Google's Wavenet technology.
- 1.3.2.5 **Speech to Text (STT).** STT takes audio as input and returns the text that the system has determined corresponds to that audio (together with metadata, such as a score indicating confidence in the output).
- STT is available for two data use scenarios, Unlogged (Google does not use the data in any way) or Logged. The data logging program allows google to improve the quality of STT through using Customer Data to refine its speech recognition service. As a benefit for opting in, Customer receives discounted pricing.
- 1.3.2.6 **Agent Assist for Chat.** Agent Assist monitors a text-based "chat" conversation taking place between a contact center (human) agent and an end user via a digital channel (e.g., a chat widget on a website, or a social media channel) and provides the agent with suggestions or next-best action hints.
- 1.3.3 **Support Services.** Basic support, which includes troubleshooting and billing inquiries, are including with GCP services.

1.4 **Digital CX – Emplifi**

- 1.4.1 **Service Implementation.** Implementation size and determination of development items will be developed by either Verizon Professional Services or an approved third party, in conjunction with Customer, and described in a Customer-specific Scope document. Implementation may be done remotely or onsite.
- 1.4.2 **Management Portal.** Digital CX Emplifi includes access to a management portal (Digital CX Emplifi Portal) for Customer to administer the Digital CX Emplifi solution directly. Customer can access the Digital CX Emplifi Portal to submit tickets, view service bulletins, and view Frequently Asked Questions (FAQs).
- 1.4.3 **Support Services.** Verizon will provide 24x7 technical support, answer questions pertaining to installation, implementation, capabilities and/or use of Digital CX Emplifi.
- 1.4.4 **Service Features**
- 1.4.4.1 **Managed Services.** Managed Services are provided by Customer's Managed Services Representative and Customer Success Manager as follows:
- **Managed Services Representative.** The Managed Service Representative will provide the following:
 - **Optimizations:** Analyze current configuration and provide recommendations.
 - **Workflow Assessments:** Analyze workflow efficiency and provide recommendations.

- **Insights and Analysis:** Review system, agent reporting and provide consultation on recommended practices to meet business needs.
- **New Feature Adoption/Training:** Provide onboarding training to Customer's new team members and assist in new feature training.
- **Configuration:** Update configuration in consultation with Customer and perform Customer-requested configuration changes.
- **Administration:** Perform system maintenance.
- **Customer Success Manager.** Verizon will provide a Customer Success Manager to evaluate Customer's chosen Digital CX Emplifi features, measure Customer's usage, and recommend solutions to optimize Emplifi.

1.4.4.2 **Virtual Agent.** Virtual Agent enables Customers to automate communication with their end users over digital channels such as webchat, social messaging, mobile applications, and Short Message Service (SMS). Virtual Agent is available for Managed Services.

- **Virtual Agent – Third-party API.** As an option, Customer may elect to use a third-party Application Programming Interface (API) from time to time as part of their Virtual Agent solution. This includes on demand access to third-party artificial intelligence engines, external data sources such as Google Maps to enhance the end user experience.

1.4.4.3 **Specialty Bots.** Specialty Bots are pre-built virtual agents that are pre-configured with intents, conversation flows, and publicly available data sources designed to handle common use cases for the bot type. Customer may elect to receive and contribute to a shared library of intents and conversation flows that will provide ongoing increased capability of the virtual agent as the shared library of intents and conversation flows is contributed to over time. Specialty bots are not limited to the pre-built functionality. Additional use cases and data sources can be added according to Customer specifications.

1.4.4.4 **Live Agent.** Live Agent is an agent interface and web real-time communications ("WebRTC") connection for an end user to interact with a human agent via chat, voice, or video as further described below.

1.4.4.5 **Live Agent Chat.** The Live Agent Chat channel provides text-based interactions between human agents and end users on web chat and messaging platforms.

- **Live Agent Voice.** The Live Agent Voice channel provides voice-based interactions between human agents and end users.
- **Live Agent Video.** The Live Agent Video channel provides one or two way video interactions between human agents and end users.
- **Live Agent – Co-Browse.** Co-Browse is a Live Agent option that provides the ability for a human agent to assist end users by co-browsing on a website them.

1.4.4.6 **Knowledge Assist.** Knowledge Assist enables Customers to manage their knowledge articles used by human or virtual agents when interacting with end users. Knowledge Assist is provided in Customer's chosen language from available languages. Knowledge Assist is available for Managed Services.

- **Knowledge Assist Additional Languages.** As an option, Knowledge Assist may be offered in additional languages from available languages.

1.4.4.7 **Social Intelligence.** Social Intelligence provides a listening and engagement module to identify public consumer posts of interest across social media, as defined by the Customer's search criteria, into a single dashboard. Additionally, it enables the Customer to engage and respond to end users as needed. Social Intelligence is available for Managed Services.

- **Social Intelligence – Historical Data Analysis.** As part of a Social Intelligence implementation, Customers can elect a one-time services engagement to retrieve historical social posts.

- **Social Command Center.** As an option, Social Command Center can provide aggregated data analysis of social posts, as configured by the Customer, to provide insights on global trends, performance of social media posts, geographical and other demographic details to help determine end user's perception of their brand.
- **Social Outbound Campaign.** As an option, Social Outbound campaigns can be used by Customer's digital marketing teams to manage social marketing campaigns across platforms, track and compare campaign performance, understand successful aspects of a campaign, and configure audience types for social marketing campaigns.

1.4.4.8 **Customer Relationship Management.** Customer Relationship Management (CRM) allows Customer's agents to resolve issues by providing a comprehensive view of Customer's customer and their interaction history, helping guide agent actions, and providing automation and simplification of common agent tasks, including data entry. CRM is available for Managed Services.

1.4.4.9 **Data Center Geographic Diversity.** Data Center Geographic Diversity enables the Customer's application data to be duplicated across multiple Regions for disaster recovery purposes.

1.4.4.10 **Standard Connectors.** Standard Connectors provide a software integration between the Digital CX Emplifi product features and 3rd party applications, as available. If Standard Connectors are used for integration between Virtual Agent and 3rd party applications, the Live Agent feature is also required.

1.4.4.11 **Verizon Connectors.** Verizon Connectors provide a software integration between the Digital CX Emplifi product features and other Verizon standard product offerings, as available.

1.4.4.12 **SMS and Multimedia Messaging Services (U.S. only).** SMS text messaging and Multimedia Messaging Service (MMS) (that includes multimedia content) can be used by various Digital CX Emplifi features to communicate with Customer's end users.

1.4.5 **Maintenance Service.** Verizon will provide Digital CX Emplifi updates during the Service Commitment as they become available from Emplifi. Customer may submit trouble tickets for issues via the Digital CX Emplifi Portal.

1.4.5.1 **Scheduled Maintenance Outages.** Verizon will temporarily suspend operation of Digital CX Emplifi to perform scheduled maintenance from time to time. Such scheduled maintenance will be outside of peak transaction time periods as determined by Verizon. Customer can register to receive email updates on scheduled maintenance timing via the Digital CX Emplifi Portal.

1.4.5.2 **Emergency Maintenance.** Verizon may perform emergency maintenance, including upgrades, enhancements and suspension of Digital CX Emplifi, in the event of an emergency as required to repair or safeguard the integrity and security of Digital CX Emplifi. Emergency maintenance may impact Customer's ability to use Digital CX Emplifi. Customer can register to receive email updates on emergency maintenance timing via the Digital CX Emplifi Portal and Verizon will make commercially reasonable efforts to notify Customer of emergency maintenance before it takes place.

2. SUPPLEMENTAL TERMS

Digital CX

2.1.1 **Emergency Security Suspension.** Verizon may immediately suspend Customer's use of Digital CX if necessary to comply with law or protect Digital CX or the infrastructure supporting Digital CX. Any suspension will be to the minimum extent and for the shortest duration required to resolve the cause for suspension.

2.2 Digital CX – Google Cloud Platform

2.2.1 **Data Processing.** Customer will obtain and maintain any required consents necessary to permit the processing of Customer's data under these terms. Google will only access or use Customer Data to provide services to Customer and will not use it for any other Google products, services or advertising provided, however, if Customer chooses STT with data logging then Google will use Customer Data to refine its speech recognition service. More information on Google's use of Customer Data is contained at <https://cloud.google.com/speech-to-text/docs/data-logging-terms>.

2.2.2 **Service Specific Terms.** Google Service Specific Terms, located at the following URL, are incorporated by reference into this Agreement. <https://cloud.google.com/cloud/terms/service-terms> If Verizon becomes aware that Customer or Customer's end users have violated the Service Specific Terms, Verizon may suspend or terminate Customer's use of Digital CX GCP.

2.2.3 **Customer Acknowledgment.** Customer acknowledges that Verizon and Google are independent contractors and that Verizon is not Google's agent, partner, or in a joint venture with Google for purposes of providing Digital CX GCP. Google is the data processor and Verizon is the controller of any data as the terms "controller", "processed", "processor" and "personal data" have the meanings given in the European Data Protection Legislation for Digital CX GCP. Google does not retain liability for damages, direct, indirect, incidental or consequential, arising from Customer's use of Digital CX GCP. Google makes no warranties in respect to Digital CX GCP including, warranties of merchantability, fitness for a particular purpose, and non-infringement.

2.3 **Ownership and Restrictions**

2.3.1 **Ownership.** Customer shall own all Customer Data, but grants Verizon a non-exclusive, worldwide, terminable at-will, and royalty-free license during the Service Commitment to use Customer Data only to the extent necessary to provide Digital CX, including responding to service or technical problems with the service.

2.3.2 **Restrictions.** Customer may not engage in the following acts or cause or permit others to do so. Verizon retains the right to terminate Customer's use of Digital CX if Verizon becomes aware that either Customer or Customer's end users have engaged in conduct that violates the following restrictions:

2.3.2.1 Use Digital CX, Customer Data or Social Media Content for any unlawful purpose, to violate these terms, or for any other invasive, infringing, defamatory or fraudulent purpose.

2.3.2.2 Display, distribute or make available Social Media Content to any third party. This restriction does not apply to (a) aggregations of Social Media Content which do not reveal individual Mentions, or (b) content retrieved directly from the content provider's website rather than from Digital CX.

2.3.2.3 Permit a third party to access Digital CX or access and use Digital CX such that use by multiple users simulates a single user or otherwise access and use Digital CX in a manner intended to avoid incurring fees.

2.3.2.4 Sell, resell, rent, lease, distribute, assign or otherwise transfer the rights to Digital CX.

2.3.2.5 Create derivative works based on Digital CX.

2.3.2.6 Use Digital CX for timesharing or service bureau purposes or otherwise for the benefit of a third party.

2.3.2.7 Remove any proprietary notices from Digital CX.

2.3.2.8 Publish or disclose to third parties any evaluation of Digital CX without Verizon's prior written consent.

- 2.3.2.9 Copy, modify, or create derivative works based on Social Media Content without written consent from rightful owner of such Social Media Content.
 - 2.3.2.10 Copy, frame, or mirror any part or content of Digital CX.
 - 2.3.2.11 Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of Digital CX.
 - 2.3.2.12 Disable, interfere with or circumvent any aspect of Digital CX.
 - 2.3.2.13 Access Digital CX in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of Digital CX.
 - 2.3.2.14 Create any link to Digital CX or frame or mirror the content contained on, or accessible from, Digital CX.
 - 2.3.2.15 Use Digital CX to collect, store or process Sensitive Personal Information.
 - 2.3.2.16 Use Digital CX to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights.
 - 2.3.2.17 Use any Digital CX to store or transmit Malicious Code.
 - 2.3.2.18 Interfere with or disrupt the integrity or performance of Digital CX or third-party data contained therein.
 - 2.3.2.19 Attempt to gain unauthorized access to Digital CX, related systems or networks, or Google product or service.
 - 2.3.2.20 Upload or distribute any files that contain a virus, corrupted files, or any other similar software or programs.
 - 2.3.2.21 Use Digital CX to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisings or other solicitations.
 - 2.3.2.22 Otherwise use Digital CX to violate, or encourage the violation of, the legal rights of others.
 - 2.3.2.23 Use Digital CX to operate or enable any telecommunications service or in connection with any Application that allows Customer or Customer's end users to place or receive calls from any Public Switched Telephone Network (PSTN).
- 2.4 **Data Privacy.** Customer acknowledges that its use of Digital CX may involve the collection, storage and/or access by Customer of personally identifiable information (PII) of Customer's end users of Digital CX. PII collected, stored and/or accessed will not include Sensitive Personal Information. Customer agrees that it shall be responsible for compliance with applicable laws with regard to such PII. To the extent Verizon collects any PII of Customer when providing Digital CX, Verizon's treatment of such PII will be according to the Customer Data and Confidentiality provisions of the Master Terms.

3. SERVICE LEVEL AGREEMENTS

- 3.1 The applicable Digital CX – GCP Service Level Agreement (SLA) is set forth in the following link: http://www.verizon.com/business/external/service_guide/reg/digital_cx_GCP_sla.pdf
- 3.2 The applicable Digital CX – Emplifi SLA is set forth in the following link: http://www.verizon.com/business/external/service_guide/reg/digital_cx_EMPLIFI_sla.pdf

4. FINANCIAL TERMS

4.1 **General.** Customer will pay the charges for Digital CX as specified in the Agreement. In addition, certain Digital CX features have charges as outlined below and in the Service Order.

4.2 **Digital CX – Google Cloud Platform.** Charges for individual service features are as follows:

4.2.1 **Dialogflow.** Text-based intent management is charged per-query. Voice-based intent management is charged per 15-second segment of audio (Dialogflow ES) or per one-second segment of audio (Dialogflow CX).

4.2.2 **STT.** Charged per minute (measured per second to calculated prorated charges) for segments of audio converted to text.

4.2.3 **Agent Assist for Chat.** Charged per (text-based) session with an end user.

4.2.4 **Sentiment Analysis.** Charged per 1,000 text requests.

4.3 **Digital CX – Emplifi.** Charges for individual service features are as follows:

4.3.1 **SMS/MMS.** SMS/MMS will incur additional costs, including SMS usage, MMS usage, and SMS/MMS operating charges, in addition to any costs that may occur from the user's wireless carrier. Each SMS code issued and setup as part of the Digital CX solution will incur a one-time per SMS code implementation charge.

4.3.2 **Pricing Tier Commitments.** Customer pricing tiers are based on Customer's committed quantities initially ordered, or increased via change order per applicable feature, for the Service Commitment.

4.3.3 **Knowledge Assist, Social Intelligence, and CRM.** When the number of named agents for Knowledge Assist, or the number of named agents for CRM, or the usage of the social media post tier Social Intelligence exceeds 15% of the original ordered quantity or tier, respectively, for three consecutive months, Customer must place a change order to increase ordered quantity or tier to meet the actual usage amount going forward.

4.3.4 **Adding/Transferring Commitments.** Customers may add quantities, but not subtract quantities on a coterminous basis using a change order for the additional services purchased. The additional quantities will increase Customer's commitment for the remainder of the Service Commitment.

4.4 **Digital CX Service Commitments**

4.4.1 **Service Commitment.** The minimum Service Commitment is one year, beginning on the Activation Date.

4.4.2 **Auto-Renewal.** The Service Commitment period will auto-renew for one year periods at the end of the then current Service Commitment period unless Customer provides written notice of its intent for non-renewal at least 60 days prior to the end of the then current Service Commitment period at which point, the Agreement with respect to Digital CX will terminate at end of such Service Commitment.

5. DEFINITIONS

The following definitions apply to Digital CX, in addition to those identified in the Master Terms.

Term	Definition
Malicious Code	Viruses, worms, time bombs, Trojan horses and other harmful code, files, scripts, agents or programs.
Mention	An individual link, post or excerpt.
Region	Completely independent and separate geographic areas within a country.
Sensitive Personal Information	Data related to gender, location, biometrics, genetics, health, race, ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation, and criminal offences or any combination of the foregoing.
Social Media Content	Information including but not limited to links and/or excerpts that have been made public and obtained or created by Verizon or on Verizon's behalf from the Internet and any derivative works produced from such public information. This includes but is not limited to reports, summaries, graphs, charts and graphics.