



DIGITAL CX – GOOGLE CLOUD PLATFORM

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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) that enable Customer to manage their end user's digital experiences. Using Google Cloud Platform (GCP), Digital CX automates self-service for Customer's end user. It enables chatbots using artificial intelligence and natural language understanding, accessible via web, mobile, social media, and voice enabled applications.

1.2 Service Offering

1.2.1 **Service Implementation.** Customer will require Verizon Professional Services to implement Digital CX via a Statement of Work (SOW) and separate Professional Services Agreement. Implementation may be done remotely or onsite.

1.2.2 **Service Features**

1.2.2.1 **Dialogflow.** Dialogflow is an intent engine (bot) that uses machine learning to determine what the user is asking or attempting to accomplish, extract relevant information from the request, and provide a response. The bot may be integrated with back-end systems to perform actions on Customer's end user's behalf. Dialogflow is available in two versions, Dialogflow ES for low to moderate complexity applications and Dialogflow CX for higher complexity applications.

- **Intent Management.** This feature will query and manage pre-defined end user intention and is available for Voice and Text. An intent categorizes an end user's intention for one conversation turn.
- **Sentiment Analysis.** This feature analyzes text as input and returns a score that represents its perception of whether the text contains positive or negative sentiment. It is included in Dialogflow CX and is available as an add-on for Dialogflow ES.

1.2.2.2 **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). TTS can be used 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' using Google's Wavenet technology.

1.2.2.3 **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. Logged 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.

1.2.2.4 **Agent Assist for Chat.** Agent Assist monitors a text-based chat 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. This feature is only available where Customer's agent interface enables open integration.

1.2.3 **Support Services.** Support Services provide technical resources and are required for all applications.

- **Google Conversational IVR Support Fee.** This is a variable feature fee to support the specific variable features utilized in each Google virtual agent.
- **Google Conversational IVR Support Fixed Fee.** This is a fixed fee per virtual agent application.
- **Google Conversational IVR Set-Up.** This charge enables Verizon to set up the Google customer instance and project based on customer requirements. The amount is based on application complexity.

2. SUPPLEMENTAL TERMS

2.1 **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.

2.2 **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 Logged 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>.

2.3 **Service Specific Terms.** Google's 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.

2.4 **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. For Digital CX, Google and Verizon are data processors and Customer 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. Google and Verizon do not retain liability for damages, direct, indirect, incidental or consequential, arising from Customer's use of Digital CX. Google makes no warranties in respect to Digital CX including, warranties of merchantability, fitness for a particular purpose, and non-infringement.

2.5 **Ownership and Restrictions**



- 2.5.1 **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 to provide Digital CX, including responding to service or technical problems with the service.
- 2.5.2 **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:
 - 2.5.2.1 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.
 - 2.5.2.2 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.
 - 2.5.2.3 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.
 - 2.5.2.4 Sell, resell, rent, lease, distribute, assign or otherwise transfer the rights to Digital CX.
 - 2.5.2.5 Create derivative works based on Digital CX.
 - 2.5.2.6 Use Digital CX for timesharing or service bureau purposes or otherwise for the benefit of a third party.
 - 2.5.2.7 Remove any proprietary notices from Digital CX.
 - 2.5.2.8 Publish or disclose to third parties any evaluation of Digital CX without Verizon's prior written consent.
 - 2.5.2.9 Copy, modify, or create derivative works based on Social Media Content without written consent from rightful owner of such Social Media Content.
 - 2.5.2.10 Copy, frame, or mirror any part or content of Digital CX.
 - 2.5.2.11 Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of Digital CX.
 - 2.5.2.12 Disable, interfere with or circumvent any aspect of Digital CX.
 - 2.5.2.13 Access Digital CX in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of Digital CX.
 - 2.5.2.14 Create any link to Digital CX or frame or mirror the content contained on, or accessible from, Digital CX.
 - 2.5.2.15 Use Digital CX to collect, store or process Sensitive Personal Information.
 - 2.5.2.16 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.



- 2.5.2.17 Use any Digital CX to store or transmit Malicious Code.
- 2.5.2.18 Interfere with or disrupt the integrity or performance of Digital CX or third-party data contained therein.
- 2.5.2.19 Attempt to gain unauthorized access to Digital CX, related systems, networks or service.
- 2.5.2.20 Intentionally upload or distribute any files that contain a virus, corrupted files, or any other similar software or programs.
- 2.5.2.21 Use Digital CX to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations.
- 2.5.2.22 Otherwise use Digital CX to violate, or encourage the violation of, the legal rights of others.
- 2.5.2.23 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).

2.6 **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. It is Customer's responsibility to ensure that 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 Personal Data and Confidentiality provisions of the Master Terms.

3. SERVICE LEVEL AGREEMENT

3.1 The applicable Digital CX – GCP Service Level Agreement (SLA) is set forth in the following link: www.verizon.com/business/service_guide/reg/digital_cx_gcp_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 **Feature Charges.** Charges for individual service features are as follows:

4.2.1 **Intent Management.** 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 **Dialogflow ES - Sentiment Analysis.** Charged per 1,000 count.

4.2.3 **Dialogflow ES - Mega Agent.** Charged per count.

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

4.2.5 **TTS.** Charged per 1,000,000 characters of text converted into speech.

4.2.6 **STT.** Charged per minute of audio.



- 4.2.7 **Google Conversational IVR Set-Up Fee.** Charged as a non-recurring charge.
- 4.2.8 **Google Conversational IVR Support Charge – Fixed.** Charged as a monthly recurring charge.
- 4.2.9 **Google Conversational IVR Support Charge – Variable.** Charged as a variable fee based on features utilized.

4.3 **Service Commitments**

- 4.3.1 **Service Commitment.** The minimum Service Commitment is one year, beginning on the Activation Date.
- 4.3.2 **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.
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.