

## **Verizon One Talk Implementation Service Terms**

### **1. Parties and General Terms**

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These Service Terms are entered into between Verizon Wireless and Customer, and set forth the terms and conditions specific the One Talk Implementation Service (the "Service") to be provided by Verizon Wireless to Customer hereunder. These Service Terms supplement the agreement for wireless service between Verizon Wireless and Customer, including the One Talk from Verizon Terms & Conditions (collectively, the "Agreement"). All capitalized terms used but not expressly defined in these Service Terms shall have the meanings given to such terms in the Agreement. To the extent there is any conflict between these Service Terms and the Agreement with respect to the Service, the order of precedence is (a) the Service Terms, and then (b) the Agreement.

#### **2. Term**

Unless otherwise agreed to in writing by Verizon Wireless, these Service Terms shall become effective upon Customer's order of the Service and shall expire automatically without additional notice 30 calendar days after Customer's Service implementation has been completed.

#### **3. Project Description**

The "Service" shall consist of Verizon Wireless providing Customer with remote setup, configuration, and onboarding assistance for Verizon One Talk, as further described below and such engagement by Customer of Verizon Wireless to complete the Service shall be known as, the ("Project").

#### **4. Scope of Work**

Prior to Verizon Wireless performing the actual Service, Verizon Wireless will perform the following activities in connection with the Service:

##### **4.1 Methodology**

In order to provide the Service, as described more fully in Section 5 below, Verizon Wireless will draft a deliverable for certain stages ("Deliverables"), which are subject to Customer's review and approval, which shall not be unreasonably withheld.

- **Project Initiation**
- **Orientation and Requirements Gathering**
- **Local Number Portability, if applicable Project Management**

##### **4.2 Project Initiation**

After Customer signs up for the Service, Verizon Wireless's Solutions Engineer ("SE") will coordinate the Project kickoff meeting in accordance with the Project Plan, as described below.

Customer will appoint a single point of contact ("SPOC") or program management team that is responsible to coordinate the Project activities with Verizon Wireless and ensure timely data flow and exchange of information required for execution of the Project within the agreed time frame.

##### **4.3 Orientation and Requirements Gathering**

Verizon Wireless will work with Customer to capture requirements pertinent to the delivery of the Service in the Project Plan. This may include a review of hardware, network quality / architecture, and providing a documented list of One Talk end points and any other information that may be required to enable Verizon Wireless to provision the Service. Customer will also define users and call flow to be configured within the One Talk service.

#### **4.4 Local Number Portability**

If applicable, in order for Verizon Wireless to validate number portability, Customer must provide any and all phone numbers that they intend to port from other third party carriers. Verizon Wireless will provide a list of the numbers that are eligible for port-in. Customer must provide third party carrier's account number and PIN in order to initiate the porting process.

#### **4.5 Project Management**

Verizon Wireless' SE shall act as the Verizon Wireless contact throughout the deployment phase of the Project. Should the Project's requirements change during the course of the Project, the SE will ensure that any modifications to these Service Terms or the Project Plan are agreed and documented in writing by the parties.

During the kickoff meeting with Customer, Verizon Wireless and Customer will collaborate to determine required stakeholders, other attendees, and agenda. In consultation with Customer, and in order to gather the appropriate requirements for the Service, Verizon Wireless will produce a written, agreed upon Project Plan, which specifies certain Verizon One Talk setup criteria, dates, times, Customer SPOC information, Verizon Wireless SE information and, as applicable, other relevant Project information which must be approved by Customer ("Project Plan").

All Project management activities and duties will be delivered remotely.

### **5. Deliverables and Documentation to be produced by Verizon Wireless**

Deliverables are for Customer and Verizon Wireless use only. Customer may disclose a Deliverable to a third party pursuant to the Agreement confidentiality terms. Deliverables to be provided by Verizon Wireless are:

**5.1 Project Plan/Acceptance** - Written outline of Project to be completed by the Verizon Wireless SE and Customer following the kickoff meeting, to include the information described in Section 3.5 above, as applicable. The final Project Plan will be mutually agreed in writing prior to the start of the Services. Failure to provide notice to Verizon within 10 business days will be deemed Customer acceptance.

All notices and documentation relating to the Services will be delivered between the parties electronically

### **6. Customer Obligations required prior to the Service**

Delivery of the Service by Verizon Wireless is dependent upon Customer's performance of the following:

**6.1** Customer will provide a SPOC or program management team, personnel contact information, and authorization documentation and otherwise allocate sufficient resources and timely perform tasks reasonably deemed necessary to enable Verizon Wireless to perform the Service. Customer will ensure the SPOC has all appropriate administrative access credentials, including for MyBiz and One Talk.

**6.2** Customer and Verizon Wireless will schedule the Service with Verizon Wireless at a time mutually agreed to by the parties.

**6.3** If requested by Verizon Wireless, prior to implementation, Customer will provide a completed One Talk User Configuration spreadsheet, and a completed Network Assessment test. Customer shall also actively participate in scheduled meetings and provide other accurate and timely information and data required for Verizon Wireless to perform the Service, as reasonably requested.

**6.4** Customer will be responsible for defining Call Flow, Schedules, Recordings, Upload user template, and other relevant information to configure One Talk.

**6.5** Customer will be responsible for connecting all hardware and installing software components relevant to the implementation of the One Talk service.

**6.6** Customer will be responsible for providing a device that has access to the Customer's My Business Account Portal (Internet access) with account rights for Verizon One Talk.

**6.7** Customer will be responsible for obtaining and/or maintaining access to a compatible video conferencing software to facilitate the provision of the Service.

**6.8** Customer will promptly confirm acceptance of the work and/or Deliverables via email.

**6.9** As an element of this service, Verizon Wireless will provide a Network Analysis tool to help Customer assess the suitability of its LAN and WAN connections to support the One Talk solution. However, network remediation service is not included with this Service. Verizon Wireless may suggest third-party service providers for network remediation, or Customer may contract with the vendor of their choice.

**6.10** Customer agrees that during the implementation process, Verizon Wireless will access Customer's system for the purpose of delivering the Service. Customer is responsible for ensuring that any records containing confidential information, personally identifiable information, sensitive information, financial or health related data not be visible to the Verizon Wireless SE during the course of the performance of the Service.

**6.11** Customer shall review and approve the Project Plan and configuration of the Service before Verizon Wireless begins the Implementation Service.

**7. One Talk Implementation Services:** The Service will be performed remotely by-Verizon Wireless.

### **7.1 Implementation**

Customer acknowledges that Verizon Wireless will be configuring the Service on Customer's behalf and shall complete the Service work in accordance with the written Project Plan. As part of the implementation of the Service, Verizon Wireless will:

- Review to confirm appropriate number One Talk endpoints have been purchased
- Configure One Talk to provide customer's desired call flow
- Create a test plan and migration plan for customer
- Initiate porting process, if applicable

**8. Conditions.** Delivery of the Service by Verizon Wireless is predicated on the following conditions:

- a) The Service is based on Verizon Wireless's understanding of Customer's requirements as documented in these Service Terms and in the Project Plan. Project scope changes may be made if mutually agreed to in writing by the parties.
- b) Access to Customer contacts and resources must be provided by Customer during designated time frames, which will be established during the Project kickoff meeting. The failure to provide this timely access could delay completion of the Service.
- c) Customer retains responsibility for ordering the applicable Verizon One Talk components as defined in the Project kickoff meeting. Customer also has the responsibility for My Business registration with One Talk Product access.
- d) Resource assignment to the Project is dependent on the date Verizon Wireless confirms with Customer that the Implementation Services will be completed.
- e) Unless otherwise agreed, the Service will be performed between the hours of 08:00 AM to 05:00 PM (local time where the Service will be performed), Monday through Friday, excluding public and generally observed holidays where the Service is performed.
- f) The provision of the Service may require the Verizon Wireless SE to communicate with Customer via video conferencing software and/or for Customer to remotely share their screen. To enable such communication via video

conferencing software, Customer may be required to run certain software applications, access video conferencing applications and have the ability to utilize certain video conferencing applications on Customer’s device. Customer consents to the use of video conferencing software in connection with the provision of the Service and acknowledges and agrees to the requirements specified in the preceding sentence.

- g) Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon Wireless access to any programs, systems, data, materials or other information furnished by Customer to Verizon Wireless for the purpose of enabling Verizon Wireless to perform the Service.
- h) Solely for purposes of facilitating the provisioning of the Service, Customer consents to the use and sharing of Customer information within the Verizon Wireless family of affiliates that may be collected by Verizon Wireless in connection with the use of Customer’s underlying wireless service or other Verizon Wireless products and services.
- i) Verizon Wireless can, immediately and without notice, limit, suspend or terminate the Service for any good cause, including, but not limited to: (1) if Customer breaches these Service Terms or the Agreement; or (2) if Customer, any user of Verizon One Talk or the Service, or any SPOC on Customer’s account threaten or harass any representatives of Verizon Wireless.

**9. Change Orders**

9.1 Either party may propose an amendment to these Service Terms by submitting a written request for a change to the other party. Any change must first be approved by Verizon Wireless. No change will be implemented without email confirmation of the amended Service Terms.

**10. Pricing and Invoicing**

The applicable cost for this Service is set forth in the pricing chart below and, any cost, if applicable, will be invoiced to Customer upon acceptance of completion:

Cost of One Talk Implementation Service	\$0
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Customer shall be responsible for any applicable Taxes, as further described in the Agreement or as otherwise required by applicable law. Verizon Wireless reserves the right to charge for Customer for subsequent implementations.

**11. Indemnity.** To the extent permitted by applicable law, Customer will indemnify and defend Verizon Wireless, Verizon Wireless’s directors, officers, employees, agents and their successors, against all claims for damages, losses, liabilities or expenses, including reasonable attorneys’ fees, arising out of any claims, including but not limited to any end user claims about Customer’s use, deployment or management of the One Talk Implementation Service.

Verizon Wireless will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel. In no event may Customer enter into a settlement or like agreement related to its indemnification obligations without the prior written consent of Verizon Wireless. These obligations shall apply except to the extent the same is prohibited by applicable law.

**12. Limitation of Liability.** VERIZON WIRELESS DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY OUTAGE, DOWNTIME, INTERRUPTION, BREAKDOWN OR UNAVAILABILITY (FOR MAINTENANCE, UPGRADES, UPDATES OR OTHERWISE) OF ITS PLATFORM, PORTAL, SYSTEM AND/OR SERVICE. VERIZON WIRELESS SHALL NOT BE LIABLE FOR LOST DATA, LOST PROFITS, LOST REVENUES, BUSINESS INTERRUPTION, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. LOST PROFITS INCLUDE, BUT ARE NOT LIMITED TO, LOST REVENUES AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT VERIZON WIRELESS WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. VERIZON WIRELESS’S TOTAL LIABILITY TO CUSTOMER FOR ANY DAMAGES ARISING OUT OF, RESULTING FROM OR RELATED TO THE ONE TALK IMPLEMENTATION SERVICE SHALL BE LIMITED TO \$100.00.

**13. Intellectual Property:** All copyrights, patents, trade secrets, trademarks, or any other intellectual property (“IP”) owned by one Party prior to the date of this Agreement will continue to be owned by that Party. No license is granted under this

Agreement to either Party under any of the other Party's IP rights, either expressly, by implication, inducement, estoppel or otherwise, other than those limited rights required to perform this Agreement. Any activities that may result in the development, including joint development, of intellectual property and any associated rights or licenses thereto must be set forth in a separate signed written agreement by both Parties and such agreement shall be executed prior to engaging in such activities.