DIGITAL CX

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 contact center and end ~~user's digital~~user experiences. Using Contact Center Artificial Intelligence (CCAI), now known as Customer Engagement Suite with Google AI, from the Google Cloud Platform (GCP), Digital CX ~~automates self-service for Customer's end users. It enables chatbots using artificial intelligence and natural language understanding, accessible via web, mobile, social media, and voice enabled applications. Additional capabilities include Agent Assist which offers live transcription, agent coaching and interaction summarization. Conversational Insights enable businesses to extract insights from interaction data to help improve contact center operations~~offers Customers the ability to utilize conversational automated agents and receive targeted analysis of end user and agent interactions.

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 CX.** Dialogflow is an intent engine (bot or Conversational Agent) 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 for both voice and chat.

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 is included with Dialogflow or can be used for standalone use apart from Dialogflow.~~The following TTS options are available:

- TTS Standard. Vocalized output that sounds more computerized.
- TTS Premium (Wavenet~~).~~, Neural 2, Polyglot (Preview)). Vocalized output that sounds more natural or 'human-like' using Google's Wavenet, Neural 2 and Polyglot (Preview) technology options.
- Chirp 3: HD Voices. High-definition vocalized output that delivers an enhanced level of realism and emotional resonance.

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.
- Speech-to-Text V2 unlogged or logged. This new version modernized the STT API interface and introduces several new features.

1.2.2.4 **Agent Assist.** Agent Assist helps human agents respond to end-users ~~in real time~~ during a conversation with suggested responses or next-best action hints. This feature is only available where Customer's agent interface enables open integration. Agent Assist can be used with both Voice and Chat conversations.

- Chat or Voice Summarization. Summarization provides conversation summaries to contact center agents after each conversation is completed, leveraging a model trained exclusively on customer-specific data.
- Voice or Chat Assist & Summarization. This feature enables a bundled price for these features when purchased together.

1.2.2.5 **Conversational Insights.** Conversational Insights provides insightful information about contact center interaction data to help answer business questions or support decisions to drive efficiency.

1.2.2.6 **Topic Modeling.** Topic modeling analyzes conversations. Each conversation is an interaction between a contact center agent and a user. Topic modeling uses chat or call transcripts that have been created using the Conversational Insights API.

1.2.2.7 **Vertex AI Conversation (Generative) – Voice and Chat~~:~~.** Vertex AI Conversation comprises generative conversational features developed on Dialogflow and Vertex AI. These capabilities empower the utilization of large language models (LLMs) for parsing and understanding content, crafting agent responses, and managing the flow of conversations.

1.2.2.8 **Cloud Interconnect**

- Cloud Interconnect – VLAN Attachment. Virtual Local Area Network (VLAN) attachments (also known as interconnect attachments) determine which Virtual Private Cloud (VPC) networks can reach the on-premises network through a dedicated interconnect connection. Customer may order VLAN Attachment Services at speed increments of 5 and 10 Gbps.
- Cloud Interconnect – Data Transfer. Google Cloud Interconnect's VLAN attachments facilitate data transfer between an on-premises network and GCP by providing a dedicated, private connection. It creates a direct link between Customer's network and the GCP, enabling data transfer using private IP addresses rather than over the Internet.

1.2.2.9 **Cloud Run Functions.** Cloud Run Functions allow the utilization of code directly from any web, mobile, or backend application via HTTP. Verizon can enable multiple Cloud Run features such as CPU

1.2.2.10 **Cloud Data Loss Prevention (Cloud DLP).** Cloud DLP for Cloud Run Functions helps to discover, classify, and protect data. Verizon may enable multiple DLP features such as Content Bytes Inspected (the amount of data (measured in bytes) that the DLP service has scanned for sensitive information) and Content Bytes Transformed (the number of bytes of data that have been processed and modified through a transformation or de-identification process) to meet Customer's business needs.

~~1.2.2.8~~1.2.2.11   **Enterprise Messaging Connector~~:~~.** This feature is required if a customer wants to enable a virtual agent to be used with Verizon's US-based SMS capabilities.

1.2.3   **Support Services.** Support Services provide technical resources and are required for all applications. Verizon's Technical Support Team is your first line of Customer Engagement Suite (CCAI) technical support. Google support is also available as needed for by the Verizon team for any escalations to support customer needs. Additionally, the Verizon Technical Support team can be utilized for authorized changes to customer applications where appropriate.

1.2.3.1   **Change Enablement.** All requests for changes to the Service, other than the standard change management activities listed below, are considered 'optional' and will be performed by Verizon at an additional charge as listed in the Customer's Service Order. Upon receipt of the request from Customer, Verizon will conduct a review and develop an estimate for the number of hours required to complete the change. After Customer approval is received, Verizon will complete the change, following the established change management process. Customer change requests are submitted via the VEC portal using the Global Change Management function. All changes that affect Google CCAI, whether initiated by Customer or Verizon, will be tracked by Verizon in Verizon's Change Enablement system.

Requests for change that introduce new features/functions, are complex in nature or are otherwise design-impacting will be treated as "Projects" and will be transferred to the Verizon Account Team, who will engage the Consulting Services team. Upon receipt of the request, the Consulting Services team will conduct a review and develop a Statement of Work (SOW) describing the effort and cost for implementing the change. Then the mutually agreed upon Professional Services Agreement (PSA) SOW will be executed by Customer or both parties, as applicable, under Customer's separate PSA, and/or Service Order, as applicable, following the established change management process.

1.2.3.1.1   **Verizon Responsibilities:**
- Track Requests for Change (RFCs) performed by Verizon
- Execute approved RFCs within the scheduled change window as mutually agreed
- Notify Customer of RFC start and completion dates and times
- Obtain Customer approval for RFCs
- Provide the Customer with contact and escalation information
- Adhere to lead time requirements

1.2.3.1.2   **Customer Responsibilities:**
- Provide specific instructions, checklists, back-out plans, and requirements for RFCs
- Respond in a timely fashion for Requests for Additional Information and RFC approval as required
- Submit RFCs via the Verizon Enterprise Console (VEC) Portal Service Management System Module

- Customer is responsible, at its own expense, for all security measures needed to protect those things in Customer's control and used in connection with CCMS, whether owned by Customer, Verizon, or Verizon's subcontractors. Notwithstanding the above, Customer will allow Verizon to implement security initiatives as needed to maintain integrity of the hardware and software environment.

1.2.3.1.3 Request for Change Definitions

1.2.3.1.1.1 **Standard:** A Standard Change is a pre-approved change that follows an established path, is common, repeatable, and has an accepted solution to a specific or requirement or set of requirements. A Standard Change:
- Should not include major technical change (source code, NLU model or any changes require a development release)
- Examples include: configuration changes, continuous training, model updating with the continuous training, restart

1.2.3.1.1.2 **Normal:** A Normal Change typically includes one or more of the following conditions:
- Includes technical changes such as fine tuning of intents and utterances, model version upgrade, switching underneath NLU models, prompt and voice changes. It excludes code changes which might affect other bundled services, intent creation, changes which require a development release
- Normal changes are billable. Any Managed Service change not specifically identified as a Standard Change is a Normal Change. If there is any doubt regarding classification, the change should be considered a Normal Change
- Changes outside of the scope of the Managed Service will be referred to the account team to be handled by Verizon Consulting Services via a Statement of Work

1.2.3.1.1.3 **Emergency:** An Emergency Change:
- If a change is required to restore service levels to resolve an incident
- Must be implemented within an active incident
- Must receive Client approval prior to implementation
- Are subject to Expedite charges

1.2.3.1.1.4 **Expedited:** An Expedited Change is subject to all of the controls of a Normal Change with the exception that it must be implemented outside of normal lead time intervals with supporting justification. Expedites will be charged at a higher rate than Normal Changes.

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 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: 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, or 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~~2.5.2.2 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~~2.5.2.3 Sell, resell, rent, lease, distribute, assign or otherwise transfer the rights to Digital CX.

~~2.5.2.5~~2.5.2.4 Create derivative works based on Digital CX.

~~2.5.2.6~~2.5.2.5 Use Digital CX for timesharing or service bureau purposes or otherwise for the benefit of a third party.

~~2.5.2.7~~2.5.2.6 Remove any proprietary notices from Digital CX.

~~2.5.2.8~~2.5.2.7 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~~2.5.2.8 Copy, frame, or mirror any part or content of Digital CX.

2.5.2.11~~2.5.2.9~~ Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of Digital CX.

2.5.2.12~~2.5.2.10~~ Disable, interfere with or circumvent any aspect of Digital CX.

2.5.2.13~~2.5.2.11~~ 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~~2.5.2.12~~ Create any link to Digital CX or frame or mirror the content contained on, or accessible from, Digital CX.

2.5.2.15~~2.5.2.13~~ Use Digital CX to collect, store or process Sensitive Personal Information.

2.5.2.16~~2.5.2.14~~ 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~~2.5.2.15~~ Use any Digital CX to store or transmit Malicious Code.

2.5.2.18~~2.5.2.16~~ Interfere with or disrupt the integrity or performance of Digital CX or third-party data contained therein.

2.5.2.19~~2.5.2.17~~ Attempt to gain unauthorized access to Digital CX, related systems, networks or service.

2.5.2.20~~2.5.2.18~~ Intentionally upload or distribute any files that contain a virus, corrupted files, or any other similar software or programs.

2.5.2.21~~2.5.2.19~~ Use Digital CX to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisings or other solicitations.

2.5.2.22~~2.5.2.20~~ Otherwise use Digital CX to violate, or encourage the violation of, the legal rights of others.

2.5.2.23~~2.5.2.21~~ 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.

2.7 **Personal Health Information.** If Customer is a Covered Entity or Business Associate as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and to the extent that Customer accesses and/or processes personal health information (PHI) as defined by HIPAA in connection with its use of the Service, Customer is responsible for (1) ensuring that its use of the Service complies with HIPAA and the HITECH Act, and (2) complying with the HIPAA Implementation Guide at: cloud.google.com/security/compliance/hipaa/ In the event that a Business Associate relationship between

the parties is created by virtue of Customer's use of the Service, the parties will enter into a mutually agreed-upon Business Associate Agreement.

3. **SERVICE LEVEL AGREEMENT**

3.1   The applicable Digital CX – GCP Service Level Agreement (SLA) for commercial customers is set forth in the following link: www.verizon.com/business/service_guide/reg/digital_cx_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   **Dialogflow CX.** Dialogflow CX for Chat is usage based and charged per "turn" or "request". Dialogflow CX for Voice is charged per second.

4.2.2   **Text to Speech (TTS).** TTS is usage based and charged per 1,000,000 characters of text converted to speech.

4.2.3   **Speech to Text (STT).** STT is usage based and charged per minute. STT V2's per minute charges are based on tiers of usage.

4.2.4   **Agent Assist.** Agent Assist and Summarization for Chat is usage based and charged per session. Agent Assist and Summarization for Voice is charged per minute.

4.2.5   **CCAI Insights.** CCAI Insights and Topic Modeling are usage based and all charged per "conversation". A single conversation is defined as having a maximum of 120 turns, with each turn having a maximum of 1000 characters. More than 1000 characters in a single turn will cause that turn to count for multiple turns. More than 120 turns in a conversation will cause the conversation to be billed as more than one conversation.

4.2.6   **Vertex AI Conversation (Generative) – Voice and Chat:.** Vertex AI Conversation Voice usage ~~based and are~~is charged based on a price per second and Chat is charged per count.

4.2.7   **Cloud Interconnect.**

4.2.7.1   Cloud Interconnect – VLAN Attachment. VLAN Attachment is usage based and charged per hour.

4.2.7.2   Cloud Interconnect - Data Transfer. Data Transfer is usage based and charged per gibibyte.

~~4.2.7~~4.2.8   **Cloud Run Functions.**

4.2.8.1   CPU Allocation Time. CPU Allocation Time is usage based and charged per second used.

4.2.8.2   Memory Allocation Time. Memory Allocation Time is usage based and is charged per gibibyte second.

4.2.9   **Cloud Data Loss Prevention.** Usage based and charged per gibibyte.

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4.2.84.2.10 **Enterprise Messaging Connector:.** This Connector is charged a flat monthly fee whenever it is an approved ~~customer~~Customer requirement.

4.2.94.2.11 **Support Services.** Support Services provide technical resources and are required for all applications.
- **DCX-GCP Support Charge (usage).** This fee is based on the usage of the specific features utilized by each customer.
- **DCX-GCP Support Charge (fixed).** This is charged as a fixed monthly fee.
- **Setup Fee**. This is a one-time fee for each GCP Project implemented.
- **Change Enablement Hourly Rate and Expedite Hourly Rate.** This fee is charged in hourly increments, based on the time it takes for Verizon Technical Support to implement a requested change.

4.3 Service Commitments

4.3.1 **Service Commitment.** The minimum Service Commitment is one year, which starts upon billing activation, which takes place once the Google Cloud Project setup is complete.

~~**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.~~
~~4.3.2~~

~~4.3.2.1 If at the end of the service commitment period a new commitment term hasn't been agreed to in a renewal or if the customer chooses to terminate the service at that time, the service will revert to a month to month term and pricing will rever to then available standard pricing (or can say something like: Verizon reserves the right to increase the pricing).~~

~~If customer is using standard product pricing, the following would apply. 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.~~

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