

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH VERIZON BUSINESS
NETWORK SERVICES, INC. RESULTING FROM OKLAHOMA
STATEWIDE CONTRACT NO. 1014**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to Verizon Business Network Services, Inc. (“Verizon”) in connection with Solicitation number 0900000259 (“Solicitation”) and is effective February, 20 2020.

Recitals

Whereas, the State issued a Solicitation for proposals to provide telecommunication products and services for Oklahoma state entities and affiliates, as more particularly described in the Solicitation;

Whereas, Verizon submitted a proposal which contained exceptions to the Solicitation terms and various other Contract Documents; and

Whereas, the State and Verizon have negotiated the final terms under which Verizon will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Addendum Purpose.

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Verizon as of even date with execution of this Addendum. The parties agree that Verizon has not yet begun performance of work contemplated by the Solicitation.

2. Negotiated Documents of the Contract.

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. Certain exceptions to the Solicitation as contained in Attachment A to this Addendum titled “Negotiated Exceptions to the Solicitation”;
- ii. Hosting terms as contained in Attachment B to this Addendum titled “Hosting Agreement”;
- and
- iii. Revisions to the Verizon service terms initially proposed by Verizon as contained in Attachment C to this Addendum titled “Product Service Terms.”

2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

3. Services.

The Services to be provided by Verizon to the State and Customers under this Addendum 1 are the following:

Service
Professional Services
Private IP
Private IP Gateways
VCE
Voice Over IP
Hosted Interactive Voice Response – ECR
IP Enabled Contact Center Services (IP Toll Free and IP IVR)
Hosted Intelligent Contact Routing – Integration (ICR-I)
Hosted Interactive Voice Response – Speech Services
Virtual Contact Center
Access
Customer Premise Equipment and Related Services
Software and Subscription Services
UCCaaS

The following Services are within scope of the RFP award that is addressed by this Contract and may be added to this Contract through mutual assent of the parties via formal written amendment.

Service
MSSA
Cyber Risk
Rapid Response Retainer
DDOS Shield
MSS Cloud
MSSP
QualysGuard
Managed IP PBX
Managed WAN
Managed LAN
Managed Wireless LAN
WAN Analysis Reporting
Managed WAN Optimization
Internet Dedicated Services
Ethernet Private Line – Metro
Ethernet Private Line - National
Symantec Cloud Services
DDOS Detection
Managed Certificate Service
Professional Services – SAAS Whitehat Security

Ethernet Switched E-Lan
Ethernet Switched E-line

4. Interpretation.

In the event of any inconsistencies between the documents comprising the contract to Verizon, and only to the extent of such inconsistencies, the interpretation of the Contract shall be controlled by the following order of precedence:

- i. This Addendum 1 and attachments herein;
- ii. The Solicitation;
- iii. Other contract award documents, including but not limited to the Purchase Order, required certification statements, change orders, licenses and other similar agreements; and
- iv. The successful bid

State of Oklahoma by and through the Office of Management and Enterprise Services

Verizon Business Network Services, Inc.

By: 
Name: Jerry Moore

By: 
Name: Anthony Recine

Title: Chief Information Officer

Title: SVP

Date: 3-2-2020

Date: 02/20/2020

**Attachment A to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH VERIZON BUSINESS
NETWORK SERVICES, INC.
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

Negotiated Exceptions and Additional Terms to the Solicitation

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions submitted by Verizon or discussed by the parties.

RFP Section	Exception
A. General Provisions A.14 Invoicing and Payment	Solicitation, Section A General Provisions, Subsection A.14.4 is hereby deleted in its entirety.
A. General Provisions A. 20. Insurance	<p>Solicitation, Section A General Provisions, Section A.20 is hereby deleted in its entirety and replaced with the following:</p> <p>The Supplier shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:</p> <ul style="list-style-type: none"> a) Worker’s Compensation and Employer’s Liability Insurance in accordance with applicable law. b) Commercial General Liability Insurance on a per occurrence basis with limits of liability of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 annual aggregate including Personal and Advertising Injury; c) Automobile Liability Insurance with combined single limits of liability of \$1,000,000 each accident for bodily injury and property damage covering all owned vehicles, all non-owned vehicles, and all hired vehicles; d) Errors and Omissions Insurance which shall include Consultant’s Computer Errors and Omissions Coverage with limits of \$5,000,000 per claim and in the aggregate; and e) Employment Practices Liability Insurance with limits of \$5,000,000 each claim.
A. General Provisions A. 30. Electronic and Information Technology Accessibility	<p>Solicitation, Section A General Provisions, Section A.30 is hereby deleted in its entirety and replaced with the following:</p> <p>A.30. Electronic and Information Technology Accessibility Supplier shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards (“Standards”) set forth at</p>

	<p>http://www.ok.gov/cio/documents/isd_itas.pdf and Supplier shall provide a Voluntary Product Accessibility Template (“VPAT”) describing such compliance when requested by the State, which may be provided via a URL linking to the VPAT. If the products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier.</p> <p>Such requirements will be identified by the State and stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments.</p> <p>Accordingly, in each statement of work or similar document issued pursuant to this Contract, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.</p> <p>All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.</p>
<p>A. General Provisions A. 31. Patents and Copyrights</p>	<p>Solicitation, Section A General Provisions, Section A.31 is hereby deleted in its entirety and replaced with the following:</p> <p>A.31. Patents and Copyrights</p> <p>A.31.1. Without exception, royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright that covers products and/or services provided by Supplier to the State under the Contract, as provided by Supplier, shall not be passed to the State.</p> <p>A.31.2. If a third party claims that any portion of the products provided by Supplier under the terms of this Contract and as provided by Supplier infringes that party’s patent or copyright, the Supplier shall defend the State against the claim at the Supplier’s expense and pay all costs, damages, and reasonable attorneys’ fees finally awarded against the State for such claim or amounts agreed upon by Supplier in settlement of the same, provided the State</p> <ul style="list-style-type: none"> (i) promptly notifies the Supplier in writing of the claim; (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations; and (iii) cooperates with all reasonable requests of Supplier in connection with the defense and/or settlement of such claim at Supplier’s reasonable expense. <p>If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier,</p>

Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

A.31.3. If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent.

If the Supplier determines that none of these alternatives is reasonably available, Supplier may terminate the affected Service without liability of either party to the other for such termination, except for the State Entity's obligation to pay all charges for the affected service incurred up to the time of such termination and the State shall return such portion of the products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.

A.31.4. Notwithstanding Section A.31.2, Supplier has no obligation regarding a claim based on any of the following:

- (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier;
- (ii) a program's use in other than its specified operating environment or use of other than the then-current unaltered release of any Supplier-provided software, provided Supplier has made such release available to the State;
- (iii) the combination, operation, or use of a product or service provided by Supplier with other products or services not provided by Supplier;
- (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system;
- (v) Supplier's compliance with the State's specifications, including any addition or modification to a product or service made by the Supplier at the State's request; or
- (vi) a use or operation of a service or product provided by the Supplier by or on behalf of the State or State Entity that violates the terms of the Contract or directly violates the Supplier's written instructions.

<p>A. General Provisions A.32. Assignment</p>	<p>Solicitation, Section A General Provisions, Section A.32 is hereby deleted in its entirety and replaced with the following:</p> <p>Supplier’s obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State; provided that Supplier may assign its obligations under a Contract Document to an affiliate or successor upon notice to the State. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.</p>
<p>A. General Provisions A.37. Limitation of Liability</p>	<p>Solicitation, Section A General Provisions, Section A.37 is hereby deleted in its entirety and replaced with the following:</p> <p>For any claims or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Supplier’s liability for damages of any kind to the Customer shall be limited to two times the total amount payable to Supplier under the Contract during the twelve month Term in which the accrual of the claim or cause of action occurred. However, this limitation of Supplier’s liability shall not apply to claims of property damage, bodily injury or death; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; confidentiality obligations under this Contract; breach of Attachment B (Hosting Agreement) of this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information, bad faith, gross negligence or intentional misconduct, and any penalty of any kind lawfully assessed as a result of such violation.</p>
<p>A. General Provisions A.39. Offshore Services</p>	<p>Solicitation, Section A General Provisions, Appendix E referenced in Verizon’s response to Section A.39 is revised as follows:</p> <p>The following services are deleted from Appendix E: Hosted Interactive Voice Response – Enhanced Call Routing, Hosted Interactive Voice Response – Speech Service, IP Interactive Voice Response (IVR), Net Conferencing, IP Toll Free, and VoIP Inbound.</p> <p>For Hosted Voice Messaging Service, “Order Entry” will be replaced by “Offshore support via Cisco follow the sun.”</p>

A. General Provisions
A. 45. Ownership Rights

Solicitation, Section A General Provisions, Section A.45 is hereby deleted in its entirety and replaced with the following:

A.45.1 Each party agrees that except as provided below, it acquires no right, title or interest in or to the other party's information, data base rights, data, tools, processes, software, or methods, or any copyrights, trademarks, service marks, trade secrets, patents or any other intellectual or intangible property or property rights of the other party by virtue of the provision or receipt of services or products under the Contract.

The State retains all right, title, and interest in and to the underlying factual data gathered through the provision of services and products.

A.45.2 Supplier owns all right, title, and interest, in and to Supplier's trade secrets, confidential information, and other proprietary or creative ideas, information, and other material used by Supplier or presented to the State under the Contract (each, a "Technical Element"), including, but not limited to: data (other than the State's data), software, modules, scripts, components, designs, utilities, databases, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, report formats, manner of data expression and specifications, including any copyrights, patents, or other intellectual property or proprietary rights in any of the foregoing, and any improvements, modifications, or derivative works of any of the foregoing.

A.45.3 Under the Contract, Supplier may provide reports and other written materials to the State in connection with the services and products provided to the State (the "Deliverables"). To the extent it is within the authority of the Supplier (as used here, "Supplier" excludes its suppliers and contractors) to grant it, the State will own the copyright in that portion of the Deliverables that is unique to the State, first created by the Supplier during the Term in the performance of the Contract, and delivered to the State under the Contract ("State Information Copyright").

Other than any copyright assigned to the State in the previous sentence, all intellectual property rights in the Deliverables, or based thereon, are and shall remain the sole and exclusive property of the Supplier or its suppliers or contractors ("Supplier Retained IP").

A.45.4 Supplier hereby grants to the State a limited, revocable, non-exclusive, non-sublicensable, nontransferable (other than as part of a permitted assignment of this Agreement), royalty-free license during the Term to use the Supplier Retained IP, including any Technical Elements integrated into a Deliverable, solely for

use in connection with the services and products provided by Supplier to the State under the Contract, provided that such Supplier Retained IP may not be separated from or used other than as part of such Deliverable.

The State may disclose the Supplier Retained IP to a third party as long as such third party is subject to a written nondisclosure agreement, requiring such third party to maintain the confidentiality of such Supplier Retained IP and use same solely for the benefit of the State.

A.45.5 The State hereby grants to Supplier, its affiliates and their contractors a limited worldwide, revocable, non-exclusive, royalty-free, non-transferable, non-sublicensable license to use, disclose, copy, display, and create derivative works of the State Information Copyright during the Term of the Contract in connection with the provision of services and products by Supplier to the State under the Contract.

A.45.6 With respect to Verizon Retained IP and any Technical Elements provided to or accessible by Customer, Customer will not:

(a) copy or otherwise reproduce, whether in whole or in part, any of same unless expressly permitted herein;

(b) modify or create any derivative works of same, or any portion thereof;

(c) sell, rent, loan, license, sublicense, distribute, assign or otherwise transfer same or any portion thereof;

(d) cause or permit the disassembly, decompilation or reverse engineering of any software components of same or otherwise attempt to gain access to the source code of such software components of same; or

(e) cause or permit any third party to do any of the foregoing.

Such restrictions shall survive the expiration or termination of this Contract. Verizon has the right to revoke the use of the Verizon Retained IP and Technical Elements at any time for breach of this provision. In such event, Customer shall, at its sole cost and expense, promptly return the affected materials to Verizon.

A.45.7 For any custom software or other work developed by the Supplier that is for the sole and exclusive use of the State, is designated as a "State-Owned Custom Work," and for which the development costs are specifically paid for by the State, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, of such software, subject to the Utilities. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable (except for material breach), royalty-free license, solely for the internal business use of the State, to use, copy, display, and perform

	solely for use in connection with the services and products provided by Supplier to the State under the Contract.
<p>A. General Provisions A. 55. Indemnification</p>	<p>Solicitation, Section A General Provisions, Section A.55 is hereby added:</p> <p>Verizon shall indemnify and hold harmless the State of Oklahoma and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES that a court finally awards or that are included in a settlement approved in writing by Verizon arising out of, or resulting from any acts or omissions of Verizon or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VERIZON WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN OKLAHOMA STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VERIZON MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VERIZON AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.</p>
<p>A. General Provisions A. 56. Force Majeure</p>	<p>Solicitation, Section A General Provisions, Section A.56 is hereby added:</p> <p>1. Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-</p>

	<p>performance shall not be deemed a default. However, a Customer may terminate a purchase order if Verizon cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Customer.</p> <p>2. Non-suspended Obligations: Notwithstanding the foregoing or any other provisions in the Contract, (1) in no event will any of the following be considered a force majeure event: (a) shutdowns, disruptions or malfunctions in Verizon’s systems or any of Verizon’s telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Verizon’s systems; or (b) the delay or failure of Verizon or subcontractor personnel to perform any obligation of Verizon hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (2) no force majeure event modifies or excuses Verizon’s confidentiality, indemnification or data security and breach notification obligations set forth herein.</p>
<p>A. General Provisions A. 57. Notices</p>	<p>Solicitation, Section A General Provisions, Section A.57 is hereby added:</p> <p>Verizon shall deliver any notice required under this Agreement to the Customer, as identified on the order form or Statement of Work, as well as to the recipients below, via personal delivery, registered or certified mail, postage prepared or next business day if sent by commercial overnight delivery service to the following addresses:</p> <p>Chief Information Officer 3115 N. Lincoln Blvd Oklahoma City, OK 73105</p> <p>With a copy, which does not constitute notice, to: Information Services Deputy General Counsel 3115 N. Lincoln Blvd. Oklahoma City, OK 73105</p> <p>For immediate notice which does not constitute written notice: OMES Help Desk 405-521-2444 helpdesk@omes.ok.gov Attn: Chief Information Security Officer</p>

A. General Provisions
A. 58. Confidentiality

Solicitation, Section A General Provisions, Section A.58 is hereby added:

1. By virtue of the Agreement, Customer may be exposed to or be provided with certain confidential and proprietary information of Verizon. Verizon shall clearly mark any such information as confidential. ("Confidential Information"). Customer is a state agency and subject to the Oklahoma Open Records Act and Verizon acknowledges information marked Confidential Information will be disclosed to the extent permitted under Customer's Open Records Act and in accordance with this section. Customer agrees to use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Customer will not use Verizon's Confidential Information for purposes other than those necessary to directly further the purposes of the Agreement.

2. Information shall not be considered Confidential Information to the extent such information (i) is or becomes generally known or available to the public through no fault of the Customer; (ii) was in the Customer's possession before receipt from the Verizon; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed by Customer reference to any Confidential Information..

3. In the event that Customer is requested or required by legal or regulatory authority to disclose any Confidential Information, Customer shall promptly notify Verizon of such request or requirement so that Verizon may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, Customer agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand.

4. The Customer will be responsible for the accuracy and completeness of all Customer Data provided to Verizon. Customer Data shall mean all data supplied by the Customer in connection with the Contract. The Customer shall retain exclusive ownership of all Customer Data and such Customer Data shall be deemed to be the Customer's Confidential Information, as set forth in the Contract. Verizon shall restrict access to Customer Data to Customer's employees and agents as necessary to perform the Services, and to Verizon and its employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein). Verizon will protect the Customer Data from unauthorized dissemination and use with the same degree of

	<p>care that it uses to protect its own Confidential Information and, in any event, will use no less than a reasonable degree of care in protecting Customer Data. Verizon shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer’s use of the hosted environment. Verizon shall promptly notify the State in writing. Except to the extent required by law, Verizon shall not respond to subpoenas, service or process, FOIA requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer’s prior approval, which shall not be unreasonably withheld, of Verizon’s proposed responses. Verizon agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.</p>
<p>B. Special Provisions B.2. Obligations of Permitted Subcontractor</p>	<p>Solicitation, Section B Special Provisions, Subsection B.2.3 is hereby added:</p> <p>The State approves Supplier’s use of the following as a subcontractor(s) under this Contract: Cisco, Turbonomic, Netskope, Tanium, Cylance, Palo Alto, NICE/InContact, Qualys, SDP, Splunk, Symantec, Whitehat Security and Zscaler Security. Without waiving the order of precedence herein, the State accepts the terms and conditions of these approved subcontractors to the extent the terms and conditions do not reduce any rights or enlarge any obligations of the State or authorized users as set forth in the Solicitation.</p>
<p>B. Special Provisions B.4. Administrative Fee</p>	<p>Solicitation, Section B Special Provisions, Subsection B.4 is deleted in its entirety and replaced with this following:</p> <p>Except for acquisition subject to E-Rate and OUFs Participation the Verizon agrees to pay an administrative fee in the sum of one percent (1.0%) of the combined total quarterly expenditures, as evidenced by the aggregate amount of Acquisitions under this Contract. All products prices shall be inclusive of the administrative fee. Notwithstanding anything to the contrary herein, the State reserves the right to increase or decrease the administrative fee as long as the Verizon has an obligation under this Contract without further requirement for an Amendment and shall provide written notice of such change to Verizon. The administrative fee amount shall be noted on the quarterly “Contract Usage Report” and paid by Verizon to the Oklahoma Office of Management and Enterprise Services within thirty (30) calendar days of the quarterly reporting period stated under the section below titled “Contract Usage Reporting Requirements”. Verizon shall list this Contract number and identify the reporting</p>

	<p>year and quarter (for example, ITSW1014 4th Qtr. 2014) on the check stub of each administrative fee paid hereunder.</p> <p>The check shall be mailed to: Oklahoma Office of Management and Enterprise Services Accounts Receivable 5005 North Lincoln Boulevard Oklahoma City, Oklahoma 73118-8500 Attention: CFO</p>
<p>C. Solicitation Specifications C.4 E-Rate and OUSF Participation</p>	<p>Solicitation, Section C Solicitation Specifications, Subsection C.4.13 is hereby deleted in its entirety and replaced with the following.</p> <p>C.4.13. Discounted Invoicing and Reimbursement Processes - The Supplier will comply with all laws, rules and regulations applicable to the E-rate Program administered by USAC and OUSF, including those pertaining to the E-rate invoicing and reimbursement processes.</p> <p>The Supplier must acknowledge understanding of the E-rate and OUSF rules and agree that should a contract be awarded, the Supplier will maintain timely knowledge of all rule changes.</p>
<p>C. Solicitation Specifications C.4 E-Rate and OUSF Participation</p>	<p>Solicitation, Section C Solicitation Specifications, Subsection C.4.14 is hereby deleted in its entirety and replaced with the following:</p> <p>C.4.14. Timely Filing – The Customer shall be responsible for applying for and securing any E-rate funding and for ensuring the accuracy and integrity of all data and information submitted in connection with such application. If applicable, the Supplier shall be solely responsible for timely filing invoices with USAC. Accordingly, the Supplier understands and agrees that the E-rate and OUSF Entity will NOT be liable to the Supplier and the Supplier shall have no recourse against the E-rate and OUSF Entity for any discounted amount that the Supplier submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing. If for any reason the Customer fails to qualify for or secure E-rate funding or otherwise becomes ineligible for such funding in whole or in part, or if such funding is withdrawn or canceled in whole or in part, or if payment of any Supplier charges is denied by USAC in whole or in part, the State is nevertheless obligated to pay one-hundred percent (100%) of the charges associated with the E-rate services provided under any Contract Document that are not paid to Supplier from E-rate funding, including if applicable reimbursing to Supplier any funds which Supplier is obliged to return to USAC on account of the State in connection with any Contract Document.</p>

**Attachment B to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH VERIZON BUSINESS NETWORK
SERVICES, INC.
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

HOSTING AGREEMENT

This Hosting Agreement (“Hosting Agreement”) is a Contract Document in connection with the Contract issued as a result of Oklahoma Statewide Contract No. 1014 (the “Contract”) and entered into between Verizon Business Network Services, Inc. (“Vendor”) and the State of Oklahoma by and through the Office of Management and Enterprise Services (“State” or “Customer”), the terms of which are incorporated herein. This Hosting Agreement is applicable to any service which includes as a component or feature of the service the storing, accessing, or processing of Customer Data on the Vendor’s, or an approved subcontractor’s, server or platform (the “Hosting Services”). Unless otherwise indicated herein, capitalized terms used in this Hosting Agreement without definition shall have the respective meanings specified in the Contract.

I. Definitions

- a. “Customer Data” shall mean all data supplied by or on behalf of Customer in connection with the Contract, excluding any confidential information of Vendor.
- b. “Data Breach” shall mean the unauthorized access by an unauthorized person that results in the access, use, disclosure or theft of Customer Data.
- c. “Non-Public Data” shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.
- d. “Personal Data” shall mean Customer Data that contains 1) any combination of an individual’s name, social security numbers, driver’s license, state/federal identification number, account number, credit or debit card number and/or 2) contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.

- e. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the Hosting Services.

II. Customer Data

- a. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Vendor by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer’s confidential information. Vendor shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
- b. Vendor shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer’s use of the hosted environment. Vendor shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Vendor shall not respond to subpoenas, service or process, FOIA requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer’s prior approval, which shall not be unreasonably withheld, of Vendor’s proposed responses. Vendor agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
- c. Vendor will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Vendor. Vendor will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Vendor will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Vendor as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Vendor’s negligence or willful misconduct, Vendor, at the Customer’s expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

III. Data Security

- a. Vendor will use commercially reasonable efforts, consistent with industry standards, to provide security for the hosted environment and Customer Data and to protect against both unauthorized access to the hosting environment, and unauthorized communications between the hosting environment and the Customer’s browser. Vendor shall implement and maintain appropriate

administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Vendor applies to its own personal data and non-public data of similar kind.

- b. Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access only for those identified Hosting Services set forth in the Contract.
- c. Vendor represents and warrants to the Customer that the hosting equipment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Vendor will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Vendor will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Vendor, Vendor will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Vendor has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Vendor is responsible for costs incurred by Customer for Customer to remediate the virus.
- d. Vendor shall provide the Hosting Services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Vendor shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Notwithstanding the foregoing, the preceding sentences shall not apply to those Hosting Services identified in the Contract as requiring offshore support. Vendor shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Vendor's obligations under the Contract.
- e. Vendor shall perform audits of the Hosting Services provided to Customer from its data centers as part of Vendor's customary operational practices for such Hosting Services (which may include SOC2, ISO or FedRAMP). Vendor shall provide a redacted version of the audit report upon request and may remove its proprietary information from the redacted version.

IV. Security Assessment

- a. The State requires any entity or third-party vendor hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Vendor submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards during the term of the Contract, including renewals, constitutes a material breach.
- b. To the extent Vendor requests a different sub-contractor than the third-party hosting vendor already approved by the State, the different sub-contractor is subject to the State's approval. Vendor agrees not to migrate State's data or otherwise utilize a different third-party hosting vendor in connection with key business functions that are Vendor's obligations under the Contract until the State approves the third-party hosting vendor's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party hosting vendor does not meet the State's requirements under the State Certification and Accreditation Review, Vendor acknowledges and agrees it may not utilize such third-party vendor in connection with key business functions that are Vendor's obligations under the Contract, until such third party meets such requirements.

V. Security Incident Notification and Responsibilities: Vendor shall inform Customer of any Security Incident or Data Breach

- a. Vendor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Vendor will coordinate with Customer prior to making any such communication.
- b. Vendor shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
- c. Vendor shall: (i) maintain processes and procedures to identify, respond to and analyze Security Incidents; (ii) make summary information regarding such procedures available to Customer at Customer's request, (iii) mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Vendor; and (iv) documents all Security Incidents and their outcomes.

VI. Data Breach Notification and Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Vendor.

- a. Vendor, unless stipulated otherwise, shall promptly notify the Customer identified contact within 72 hours or sooner, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. Vendor shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Hosting Services, if necessary.
- b. Unless otherwise stipulated, if a Data Breach is a direct result of Vendor's breach of its obligation under Section III.b. above, Vendor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – (2), (3) and (4) not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Vendor based on root cause.
- c. If a Data Breach is a direct result of Vendor's breach of its obligations under Section III.b. above, Vendor shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

VII. Notice: Contact information for Customer for notifications pursuant this Hosting Agreement are consistent with the Contract with a copy sent to:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

Chief Information Security Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

OMES Information Services General Counsel
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

For immediate notice which does not constitute written notice:

OMES Help Desk
405-521-2444
helpdesk@omes.ok.gov
Attn: Chief Information Security Officer

VIII. Vendor Representations and Warranties: Vendor represents and warrants the following

- a. The product and services provided under this Hosting Agreement do not infringe a third party's patent or copyright or other intellectual property rights.
- b. Vendor will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
- c. The execution, delivery and performance of the Contract, the Hosting Agreement and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Vendor will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Vendor and any third parties retained or utilized by Vendor to provide goods or services for the benefit of the Customer.
- d. Vendor shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting Environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

IX. Termination and Suspension of Service:

- a. In the event of a termination of the Contract, Vendor shall implement an orderly return of Customer Data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of Customer Data.

- b. During any period of service suspension, Vendor shall not take any action to intentionally erase any Customer Data.
- c. In the event of termination of any services or agreement in entirety, Vendor shall not take any action to intentionally erase any Customer Data for a period of:
 - i. 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - ii. 30 days after the effective date of termination, if the termination is for convenience
 - iii. 60 days after the effective date of termination, if the termination is for cause

After such period, Vendor shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

- d. The State shall be entitled to any post termination assistance generally made available with respect to the Hosting Services.
- e. Vendor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer.

**Attachment C to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH VERIZON BUSINESS
NETWORK SERVICES, INC.
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

Additional Product Terms and Conditions

The following additional terms and conditions (the “Product Terms”) shall apply to the referenced products purchased by the Oklahoma state entities and affiliates (each a “Customer”) under the Contract:

A. Professional Services

1. **Providing Entity.** Professional Services are provided by the Verizon entity indicated in the applicable order. Verizon controls the means, methods, places and time of its performance of the Professional Services (including the use of pre-approved subcontractors and consultants). Nothing in the order creates an employer-employee relationship between the State and either Verizon or any employee or agent of Verizon.
2. **Service Commitment.** Unless otherwise agreed in an order, the Activation Date is the date that Verizon commences work on Professional Services under a particular Statement of Work (the “Project”). A Service Commitment will end upon expiration thereof or upon completion of the Project, whichever comes first.
3. **Order Terms and Conditions.** Each Project is governed by the order, these Product Terms and the Contract. Within an order, the order of precedence (in descending priority) is: (a) the service order form document and (b) the Statement of Work (“SOW”). Verizon will document any request to change a SOW in a proposed Change Order to be executed by both parties.
4. **Conditions.** A SOW may identify conditions on which the SOW is based. Each party will notify the other promptly if it determines that a Condition has not been met or is unlikely to be met. If Verizon reasonably determines that an unmet condition will adversely impact Verizon’s performance or delivery of the Project (such as its likely costs, required effort, timelines, etc.), the parties will work diligently to reach agreement on a Change Order to cure it, and Verizon may suspend work on the Project in the meantime (without limiting any other remedy it may have). The preceding sentence does not apply if Verizon reasonably could have caused the condition to be met but did not. Otherwise, if a condition is not met, and within 45 days the parties have not agreed on a Change Order to cure it (starting from the date Verizon provides Customer a proposed Change Order), then Verizon may terminate the order.
5. **Hours of Performance.** Unless otherwise agreed in a SOW, Professional Services will be performed during the hours between 8 am and 5 pm Monday to Friday, excluding national holidays (“Business Hours”). If Customer requests that Professional Services be performed outside of Business Hours, the State will pay Verizon its applicable labor rate, as shown in the order or as otherwise advised to the State.
6. **Geographic Limitations.** Verizon reserves the right to decline a State request to provide Professional Services at any of the State’s sites if, in Verizon’s sole discretion: 1) the site is unsafe for Verizon personnel; 2) applicable tax, regulatory laws, rules, or regulations render performance of Professional Services in a location unreasonable, impracticable, or impossible; or

3) Verizon is unable to obtain any necessary authorization.

7. Copyright and License

- a. Customer Copyright. As between Verizon (excluding its suppliers and contractors) and the State, the State owns the copyright in the part of the deliverable that is unique to the State, first created by Verizon in the performance of a Project and delivered to the State under the order (the “Original Customer-Unique Content”). All other intellectual property rights in the deliverables, or based on them, are the sole and exclusive property of Verizon or its vendors.
- b. Verizon IP. Verizon retains ownership, including worldwide intellectual property rights, in any and all: (a) deliverables, other than the copyright to the Original Customer-Unique Content; and (b) underlying materials owned by Verizon that are incorporated into any deliverable, such as templates, forms, and methodologies, and that are not themselves specified as part of the Professional Services (the “Verizon Underlying Materials”).
- c. License. For any deliverables owned by Verizon and Verizon Underlying Materials incorporated into any deliverable, Verizon grants to the State a non-exclusive, worldwide, royalty-free license to use them for either: (i) the Service Commitment if such deliverable is provided solely for use with or as part of the Professional Services; or (ii) perpetually, if such deliverable is, by its nature and content, intended to be used after the provision of Professional Services, provided that Verizon may terminate that license if the State is in breach of the Contract, and the State may use the Verizon Underlying Materials only as part of the deliverable and not on a standalone basis. The deliverables and Verizon Underlying Materials are Verizon Confidential Information and the State agrees not to sublicense, distribute, sell, assign, decompile, reverse engineer, or otherwise attempt to access the source code of, modify, alter, or make derivative works of them. The State grants Verizon, its Affiliates and their contractors a worldwide, non-exclusive, royalty free, non-transferable license to use, disclose, copy, display, and create derivative works of the Original Customer-Unique Content in performing a Project.
- d. Notwithstanding the aforementioned, in the event of a conflict between this section and the Solicitation at A.46. Source Code Escrow, including Oklahoma law at 62 OS § 34.31, Section A.46 of the Solicitation shall control.

8. Warranties and Disclaimers

- a. Verizon Warranty. Verizon warrants that it will perform each Project in a good and workmanlike manner substantially in accordance with accepted industry standards, and that any deliverables will comply with the specifications agreed to by the parties in a SOW.
- b. Customer Warranty. The State warrants to the best of its knowledge that it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon access to, any programs, systems, data, materials, IP addresses, domains or other information furnished by the State to Verizon for the purpose of enabling Verizon to perform the Professional Services. The State will to the best of its knowledge and ability ensure the accuracy of the IP addresses, domains, programs, systems, data, materials or other information furnished by the State to Verizon. The State represents and warrants that to the best of its knowledge: (a) it has and will continue to have full authority to consent to having the Professional Services provided; and (b) it has obtained in writing all authorizations necessary from any third party for Verizon to provide the Professional Services.

B. Private IP

1. Voice over IP (“VoIP”) Restrictions. The State acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the Network. To the extent such regulations apply, the State shall comply with those regulations.

C. Virtual Communications Express

1. Customer-Obtained Facilities. The State is responsible for ensuring that all equipment, software, wiring, power sources, telephone connections and/or communications services necessary for inter-connection with Verizon’s network or otherwise for use in conjunction with Virtual Communications Express (“VCE”) are compatible with Verizon’s requirements (including being certified by Verizon for use with VCE) and that they continue to be compatible with subsequent revision levels of Verizon-provided equipment, software and services.
2. Site Preparation. All necessary site preparation will be completed by the State, unless otherwise mutually and expressly agreed, prior to Verizon’s performance of the required activities.
3. Protected Health Information. The Customer will not use the service in a way that causes Verizon to create, receive, maintain, or transmit “protected health information” (PHI) that would make Verizon a “business associate” to the State (as both terms are defined at 45 C.F.R. § 160.103). If the State uses the call recording feature, the State will prohibit the discussion of PHI. If PHI is discussed and recorded, the State’s meeting host (“Moderator”) will delete all such references from the recording.
4. Unsupported Use. Subject to force majeure, certain service disruptions may occur with VCE and Verizon will not be responsible for any service disruptions to servers or networks that are not managed by Verizon. Communications with analog modems are only permitted with Codec G.711 without silence suppression. Alarm lines of any kind (whether or not they use modems) are unsupported on VCE. The Customer will not change the Verizon-installed design and/or configuration without Verizon’s agreement, as such changes may interfere with Verizon’s ability to provide VCE in whole or in part.
5. Service Restrictions. The State expressly acknowledges that any violation of the following restrictions on its use of VCE may result in the immediate suspension or termination of VCE.
 - a. The State will obtain Verizon’s written consent before modifying the Verizon-installed configuration and will not use VCE for telemarketing, fax broadcasting, fax blasting, continuous or extensive call forwarding, in any outbound call center environment or in connection with any similar application, or utilize auto-dialers or any similar type of device in connection with VCE.
 - b. The State will not represent to Verizon multiple remote locations (i.e., locations remote to or residing behind Customer’s hub location) as a single site during the design and provisioning process.
 - c. The State’s design will not be configured with more than 8:1 oversubscription, i.e., no more than eight DIDs (direct inward dialings) per simultaneous call.
6. Call Origination. Verizon will pay and assess applicable taxes and inter-carrier compensation on VoIP Service calls based on the originating location provided by the State.

7. Data. Verizon is not responsible for data backup, loss, or retrieval in the provision of Virtual Communications Express.
8. Call Recording. The call recording feature includes an announcement to a caller that the call may be recorded, and the Customer will not remove that notification. The Customer agrees to obtain the consent of call participants as required by applicable law, including any laws that prohibit the conditioning of consent upon participation on the call. If required by law, Customer must afford callers the capability to call the State without being recorded. Further, the recording of any PHI is prohibited (see section 3.3, above). If the State uses Call Recording, it will supplement the notification of Call Recording with a warning against the provision of PHI by the caller.
9. 911 – Emergency Calling
 - a. E-911 Regulatory Requirements. A provider of “interconnected VoIP service,” as defined by the Federal Communications Commission (FCC), is required by the FCC to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available.
 - b. Emergency Calling Access Limitations. The Customer is responsible for notifying its end users of the following common events that can limit access to emergency calling via VoIP service:
 - i. Loss of Power. VoIP service will be interrupted if there is a loss of electricity/power supply.
 - ii. Loss of Broadband Service. VoIP service will be interrupted if the attendant broadband connection is not available.
 - iii. Failure of Equipment. The malfunction or failure of equipment, software, or hardware necessary for end-to-end Internet functionality (e.g. routers, IP phones, analog gateways) can limit access to emergency services.
 - iv. Failure to Register New Location of Equipment. Calls from a VoIP phone used at a location other than as follows: Verizon is not able to provide emergency services to an end-user unless, in the U.S., the end-user has properly registered his or her service location,
 - v. Non-Authorized Telephone Number. A call by an end-user using a number that is not registered with Verizon.
 - vi. Non-Native Telephone Number. A call by an end-user using a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located).
 - c. End-User Notice Requirements. The Customer will notify all of its end-users of the interaction and/or limitations of E-911 as set forth in this section. The Customer is solely responsible for any third-party claims and liability arising from the State’s failure to so notify its end-users as it relates to interaction and /or limitations of E-911.
 - d. Provider Parity. For purposes of 47 U.S.C. 615a – commonly referred to as the NET 911 Improvement Act – and with respect to the provision of VCE, Verizon is an IP-enabled voice service provider.
 - e. Automatic Number Identification/Automatic Location Identifier (ANI/ALI). E-911 provided via VCE will pass ANI and the registered primary service address of that ANI as ALI. If VCE is provided to a campus environment where all buildings have the same service address and rate center, then Customer acknowledges and agrees that when 911 is dialed, the call will be routed to the appropriate PSAP based on the primary service address of the calling ANI.

- f. PSAP Routing. If an IP phone or softphone used with VCE is moved to a new location, Customer or its end-user must change the registered location of the IP phone or softphone prior to using it at the new location (using the MyPhone application on their device). If the Customer or its end-user fails to update the registered location information, Verizon may suspend VCE until such information is provided.
- g. Change in Registered Location. The Customer's end-users who want to use a VCE-enabled IP phone or soft-phone other than at its current registered location can register the phone's temporary location by utilizing the MyPhone application available on their Windows-based or Mac-based device.
- h. Effect of Change in Registered Location. The Customer's end-users who use a phone at a State facility for which VCE has been enabled, but where the ANI has been registered at another location (e.g., via the MyPhone application described above), will still be able to place outbound 911 calls; however, such calls will be directed to the correct public safety answering point (PSAP) for the ANI, not necessarily for the PSAP serving the State facility at which the phone is located.
- i. Access to Customer Proprietary Network Information (CPNI). The Customer's use of VCE Service may enable the State administrators to obtain access to CPNI. If the State desires to designate an authorizer strictly for VCE CPNI, the State will execute a form provided by Verizon upon request.
- j. Use of Third Party Portals. Certain VCE features may be enabled by accessing third party online portals. The use of these portals will be subject to their terms and conditions including any privacy policies. Verizon is not the data controller (as such term is defined by Regulation (EU) 2016/679 (GDPR) or applicable data protection laws), for any data collected at such portals.

D. Voice Over IP

- 1. No Resale. This VoIP Service offering is not designed for resale as a stand-alone service. If the Customer is buying VoIP Service on a tiered or metered pricing plan, the State may provide and be compensated by end-users for VoIP-based services as a component of a larger service offering provided, for example, to a retirement home, campus-living facility, or hotel.
- 2. Auto Dialing. The Customer's call capacity is limited to 10 call attempts per second on the Verizon network. If additional capacity is requested by the Customer, provided such additional capacity is available, Verizon will provide such additional capacity to the Customer.
- 3. SIP (Session Initiation Protocol) Message Rate Limiting. To protect Verizon network infrastructure from potential overload conditions (and the resulting impairment of VoIP Service to customers) due to excessive traffic from specific network elements (e.g., traffic floods from misconfigured Customer equipment), SIP messages from the Customer's devices are rate limited in Verizon's network. Received SIP messages that surpass certain thresholds during a thirty-second interval may receive lower-priority treatment or be discarded before processing. The thresholds applicable for any particular device may vary over time, but are designed to be sufficient to allow for the Customer's full utilization of its VoIP Service.
- 4. Service Limitations
 - a. Modems. Communications from analog modems may have protocol interaction issues when used over VoIP technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications; modems may not be used on VoIP Service except with Codec G.711 without silence suppression.

- b. Fax Transmission. Fax transmission is highly dependent on the Customer's facsimile device, its ability to disable error correction, and other factors. Therefore, the VoIP Service SLA does not include fax transmission success.
 - c. Alarm Lines. Alarm lines (whether or not they use modems) are not supported on, and should not be used with VoIP Service, with respect to both service and wiring, without limitation.
5. Design/Configuration Modification. Within the Customer's Verizon-approved service design, the Customer may, if it chooses, upgrade its CPE configuration to the next-generation configuration of the same combination of manufacturer and design. To avoid disruption to the Customer's or other customers' VoIP service, however, the Customer will develop a written plan to be approved by Verizon before implementing an entirely new CPE architecture.
6. Call Origination. Verizon will pay and assess applicable taxes and inter-carrier compensation on VoIP Service calls based on the originating location provided by the Customer.
7. Emergency Calling Access Limitations. The Customer is responsible for notifying its end users of the following common events that can limit access to emergency calling via VoIP Service:
 - a. Loss of Power. VoIP Service will be interrupted if there is a loss of electricity/power supply.
 - b. Loss of Broadband Service. VoIP Service will be interrupted if the attendant broadband connection is not available.
 - c. Failure of Equipment. The malfunction or failure of equipment, software, or hardware necessary for end-to-end Internet functionality (e.g. routers, IP phones, analog gateways, etc.) can limit access to emergency services.
 - d. Non-Authorized Telephone Number. A call by an end-user using a number that is not registered with Verizon.
 - e. Non-Native Telephone Number. A call by an end-user using a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located).
 - f. LD-only Service. Emergency calling is not available with LD-only service.
 - g. IP phones connected to an IP PBX indirectly. Emergency services cannot be reached from IP phones connected to an IP PBX indirectly connected to Verizon's VoIP Network (e.g., IP phones at Customer's internal remote sites as part of an IP PBX Centrex installation) that are not subscribed to an IP Trunking centralized multi-site environment.
8. E-911 Regulatory Requirements. A provider of "interconnected VoIP service," as defined by the Federal Communications Commission (FCC), is required by the FCC to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available.
 - a. End-User Notice Requirements. The Customer will notify all of its end-users of VoIP Service of the interaction and/or limitations of E-911 with VoIP Service as set forth herein. The Customer is solely responsible for any third-party claims and liability arising from the State's failure to so notify its end-users as it relates to interaction and /or limitations of E-911.
 - b. E-911 And VoIP IP Trunking Service. Because the Customer's IP Trunking may permit end-users to use VoIP Service at other than the Customer's or the end-users' primary service location, and Verizon may not detect when an end-user uses the service at a non-primary service location, the Customer will, with respect to IP Trunking:
 - detect when an end-user has moved his or her VoIP phone (i.e., any device used for VoIP calling) to a non-primary service location, and suspend VoIP Service

unless and until either the Customer (a) verifies that the end-user is at the location for which the VoIP phone is registered for service or (b) use a third-party service to enable the conveyance of E911 calls to the proper Public Service Answering Point (PSAP) from the end-user's current location;

- only permit such nomadic service when E-911 calls made via the nomadic service include the information needed to route that call to the PSAP serving that location in the manner required by the FCC's E-911 requirements for interconnected VoIP service; and
- otherwise block all VoIP calls attempted to be made via the nomadic service.

- c. Provider Parity. For purposes of 47 U.S.C. 615a – commonly referred to as the NET 911 Improvement Act – and with respect to the provision of Verizon VoIP Service, Verizon is an IP-enabled voice service provider.
9. Access to CPNI. Verizon shall provide CPNI related to the State's use of VoIP Service only to the CPNI authorizers selected by customer and designated in writing to Verizon.

E. Hosted Interactive Voice Response – Enhanced Call Routing (“ECR”)

1. Service Activation Date. The “Service Activation Date” for this service will be the date that the Customer's Verizon account team notifies the Customer that the service is available for the Customer's use in a production environment. The Customer will be charged for calls placed by or authorized by the Customer after this service is installed, including those placed prior to the Service Activation Date.
2. Use of Sensitive Personal Information. While this service does not request personal information about individuals, it is possible for the customers of this service to customize their applications to collect this type of information (“Sensitive Personal Information” or “SPI”). Verizon has implemented strategies within the service architecture that adhere to industry-standard security principles regarding the acquisition of SPI and protection against its unauthorized disclosure, but this service does not provide for the encryption of SPI. Accordingly, Verizon intends that SPI not be stored within this service platform. To the extent the Customer does store SPI within this service platform, the Customer does so entirely at its own risk.
3. Facilities. The Customer is responsible for ensuring that equipment, software, wiring, power sources, telephone connections and/or communications services provided by the Customer for use in conjunction with this service (“Customer Facilities”) are compatible and continue to be compatible with Verizon's requirements. Verizon is not responsible for the availability, capacity and/or condition of Customer Facilities.
4. Customer Data. Certain applications will access data residing on the Customer's network, typically via HTTPS. The Customer (and not Verizon) is responsible for taking any steps that may be required by law or otherwise to inform its end-users that non-public and personal information will be accessed and made available to Verizon and to the Customer for the limited purpose of providing the service described in these product terms.
5. Demarcation/Service-Affecting Activities. The point at which a call is handed off by the service from the Verizon network to the termination point at the Customer's location is the “Demarcation Point.” Each party shall provide the other with reasonable notification of scheduled service-affecting activities on its side of the Demarcation Point. Each party shall use reasonable efforts to perform scheduled service-affecting activities in off hours (from 6:00 p.m. to 6:00 a.m.) after written notice to the other party. The scheduled service-affecting activities may occur at other

times only after written agreement by both parties on an individual case-by-case basis. Nothing herein shall prevent Verizon from performing service-affecting activities without prior written agreement in the event of an emergency or other situation affecting service to the Customer or other Verizon customers.

F. IP Contact Center (IPCC) Services

1. Service Activation Date. The Customer will be charged for calls placed by or authorized by the Customer after an IPCC Service is installed, including those placed prior to the Service Activation Date.
2. Customer Premises Equipment
 - a. Verizon-provided Customer Premises Equipment. Verizon-provided customer premises equipment (CPE) is required for any IPCC Service and may be purchased from Verizon pursuant to a separate Verizon service attachment for CPE. The Customer must properly configure CPE as specified by Verizon to utilize IP VoIP Inbound. The Customer may also utilize Verizon-certified CPE purchased from a third party.
 - b. Non-certified CPE. The Customer may use CPE in its IP environment that has not been acquired from or previously certified by Verizon; provided, however, that the Customer shall submit to Verizon a list of such non-certified CPE to be used in conjunction with the IPCC portfolio. Such CPE must be approved by Verizon prior to contract execution and if approved, a list of the same will be attached to and made a part of these product terms. Verizon is not responsible for interoperability issues arising from the use of non-certified CPE. The Customer is solely responsible for interoperability issues arising from the use of non-certified CPE. When contacting Verizon Customer Support for troubleshooting purposes or Customer Support for CPE, Verizon will not provide troubleshooting or Customer Support for CPE which has not been Verizon-approved or Verizon-certified.
3. Caller Privacy
 - a. For VoIP Inbound Local Origination calls, if the calling party uses a per call or per line blocking feature to designate a call as private, Verizon will not deliver the Calling Party Number (CPN) to the Customer.
 - b. For VoIP Inbound Toll Free calls and Local Origination (calling party and called number in the U.S.), if the calling party uses a per call or per line blocking feature to designate a call as private, Verizon will deliver the CPN along with a privacy indicator to the Customer, subject to FCC restrictions on the use of ANI and charge number services information. The Customer is permitted to use the information for billing and collection, routing, screening, and completion of the originating caller's call or transaction or for services directly related to the originating caller's call or transaction. The Customer is prohibited from reusing or selling such information without the originating caller's affirmative consent.
 - c. For called telephone numbers outside of the U.S. for which the caller has selected Call Line Identity Caller Privacy (non-disclosure of calling party number) will be applied consistent with the rules of the country of call origination.
4. SIP Transfer Restriction. The Two-Channel Agent-attended SIP Transfer feature (IETF SIP

"Replaces" Header, RFC 3891) shall not be used by Customer agents except to transfer a caller to another Verizon IP-served location. If the Customer or its agent(s) use the SIP Transfer feature for any other purpose, Verizon may immediately suspend this service until the non-compliant use ceases to Verizon's satisfaction.

5. Toll Bypass. The Customer will not, and will ensure that its Affiliates and end users will not, use IPCC and the underlying IP service upon which IP Telephony is provided to bypass international/long distance charges in any country where any part of the Service is used.

G. Hosted Intelligent Contact Routing – Integration (ICR-I)

1. Service Activation Date/Service Term

- a. Service Activation Date. The Service Activation Date for this service will be the date Verizon implements "Hand-off" of the service to the Customer.

2. Interconnection/Customer Equipment

- a. Verification. Prior to commencement of the service, the Customer shall obtain Verizon verification for interconnection of the Customer's equipment to the Verizon network to enable use of the service ("Verification"). The Customer will bear all of its costs and expenses incurred in connection with Verification of the Customer's equipment.
- b. No Liability. Verizon shall have no liability or obligation for (i) the installation, operation or maintenance of the Customer's equipment; (ii) the availability, capacity and/or condition of the Customer's equipment; and (iii) any adverse affect on the service, including but not limited to network performance or call routing capabilities) caused by the Customer's equipment. Verizon shall not be liable for any call routing errors that occur because of any upgrade or enhancement to the Customer's software or hardware in the Customer's equipment that is not subsequently verified by Verizon as set forth in the section immediately above.
- c. Title. The parties agree that the Customer's equipment is and shall remain the property of the Customer, that title to the Customer's equipment shall remain with the Customer at all times during the term of this service, and that Verizon shall have no right, title or interest therein.

3. Use of Sensitive Personal Information. This service does not provide for the encryption of SPI. Accordingly, Verizon intends that SPI not be stored within this service platform. To the extent the Customer does store SPI within this service platform, the State does so entirely at its own risk.

H. Hosted Interactive Voice Response – Speech Services

1. Branding/Customer Information/License

- a. The Customer will provide Verizon with all text and any explicit audio identifiers (i.e., recorded or spoken words or unique sounds) that are heard by a caller who accesses these speech services and that uniquely identify the Customer as the provider of services or content during the caller experience (collectively "Branding Materials") necessary for Verizon to brand the Customer's service.
- b. The Customer will supply Verizon with the content for the customized set of phrases that a caller is expected to say and the speech service application will recognize during a call

in response to a particular prompt, if applicable, and the audio text to be provided to callers through this service as well as the requisite connectivity to the Customer's database(s), web site(s), and/or application(s).

- c. The Customer hereby grants to Verizon a non-exclusive, royalty-free license to use, copy, distribute, perform, prepare derivative works of, display, and otherwise modify the Customer Supplied Information (defined below) for the purpose of enabling Verizon to provide these speech services, with the further right to permit third parties acting on Verizon's behalf to exercise the foregoing rights, provided this license includes without limitation the right of Verizon to: (i) use any data of the Customer or an end user of the speech services provided to Verizon by an application interacting with the VAN to enable Verizon to provide the speech services, (ii) log information on caller statistics, such as ANI and duration and time of call, for the purpose of providing required reports, if any, pursuant to these product terms or the Contract; and (iii) collect and record user sounds received by the VAN as a result of calls, for the purpose of Verizon and its third-party suppliers tuning grammars and improving usability of applications that they use with their respective customers.
 - d. Customer will provide to Verizon all Branding Materials and other Customer Supplied Information in a format acceptable to Verizon.
2. **Proper Service Use.** The Customer shall not, and the Customer shall not permit nor assist others to, use the speech service for any purposes other than that for which it was intended, as contemplated herein, nor undertake to connect the speech service to any other service or network, whether through the Customer's equipment or otherwise, other than as contemplated herein.
 3. **Service Action Date/Term**
 - a. **Service Activation Date.** The Service Activation Date for this speech service will be the first business day following the date on which the Customer accepts the speech service.
 4. **Verification.** Prior to commencement of the service, the Customer shall obtain Verizon verification for interconnection of the Customer's equipment to the Verizon network to enable use of the service ("Verification"). The Customer will bear all of its costs and expenses incurred in connection with Verification of the Customer's equipment.

I. Virtual Contact Center

1. **Commencement.** Virtual Contact Center shall commence on the date that the Contract is executed by Verizon and the Customer (the "VCC Effective Date"). The Customer's "Initial Commitment Period" shall begin upon implementation of this service and end upon the completion of the initial Service Commitment Period selected by the Customer. The Initial Commitment and any subsequent periods shall be referred to as the "VCC Service Commitment Period."
2. **Acceptable Use Policy.** Use of this service must comply with Verizon's Acceptable Use Policy. The Acceptable Use Policy is available at the following URL: verizonenterprise.com/terms or other URL designated by Verizon. Virtual Contact Center shall be considered an "Internet Service" for purposes of Verizon's Acceptable Use Policy and the State requirements related thereto.
3. **Service Modification by Verizon.** Verizon reserves the right to modify Virtual Contact Center from time to time by providing notice to the Customer as set forth in the Contract; provided that

the State may terminate Virtual Contact Center without penalty if the change has a material adverse effect on the functionality of the service and Verizon fails to correct the adverse effect in the ten (10) days following the Customer's written notification to Verizon of such effect. Verizon, its affiliates or subcontractors, may perform some or all of Verizon's duties and/or obligations hereunder. Verizon's use of subcontractors is still subject to Oklahoma Purchasing Director prior approval.

4. Supportable Platforms. Prior to implementing access to Virtual Contact Center, Verizon will inform the Customer as to the operating systems and Internet browsers by which access to Virtual Contact Center is supported. The Customer's Agents must access the Virtual Contact Center platform using direct Internet access, i.e., without routing through a network-based proxy server.
5. Supervisors/Agents. Customer will identify (name) "Supervisors" and "Agents" authorized to use and log in to Virtual Contact Center, and may subsequently modify the number of Supervisors and/or Agents so authorized. The number of Supervisors and/or Agents using Virtual Contact Center can increase or decrease from month to month, but never decrease below the Minimum Agent Requirement. Any Supervisor and/or Agent who logs in during a month will generate a single MRC for the month, regardless of the number of times such Supervisor/Agent logs in.
6. Standard Support. Standard support for Virtual Contact Center includes the provision of assistance to end users on a 24x7x365 basis for any event generated within the Virtual Contact Center platform that results in an effective cessation of Service or Customer-purchased Service feature. Virtual Contact Center support is available via telephone and email. The Customer acknowledges and agrees that non-standard support services will be performed and billed to the Customer in accordance with a statement of work to be mutually agreed upon prior to the delivery of non-standard support services. If non-standard support services are provided, the Customer also shall be billed for materials, as applicable, in accordance with Verizon's standard policies for billing such items and the Customer's requirements.
7. No Resale. Resale or use of Virtual Contact Center by an organization other than the State is prohibited.
8. Access to CPNI. Use of Virtual Contact Center may enable users to access CPNI. If the Customer desires to designate an authorizer strictly for Virtual Contact Center CPNI, the Customer will execute a form provided by Verizon upon request.
9. Call Recording. The Customer warrants that the call recording feature includes an announcement to a caller that the call may be recorded and the true purpose for such recording (for example, for quality assurance purposes) at the beginning of the call. The announcement may be done by an automated recording or by a live Customer agent, as required by applicable law. The Customer agrees to obtain the consent of call participants as required by applicable law, including any laws that prohibit the conditioning of consent upon participation on the call. Where required by applicable laws and regulations Customer employees shall afford callers with the option to continue with the call without being recorded and to be able to revoke consent to call recording during the call, at which point the recording shall be stopped and all recorded material shall be deleted. In addition, where required by law, the Customer must afford the caller access to a copy of the recording.
10. Call Monitoring. The Customer represents and warrants that: (i) where the Customer's employees' calls are recorded, the Customer has the requisite authority and the Customer's

employees' consents to use, process, and transfer such employees' personal data (including transfers to third countries that do not have equivalent or adequate data protection laws) solely for purposes of contact center functions and interactions; and (ii) Customer will comply with all data protection regulators' notifications and/or registration obligations related to the operation of the service, including for the Customer's recordings of employees' calls.

11. Emergency Calling. Virtual Contact Center is not a voice service and can only be used to receive inbound calls and make outbound calls, including emergency calls, when used with third party provided or Verizon provided VOIP or TDM services. The Customer's use of Voice-enabled Virtual Contact Center may be subject to emergency calling requirements, and specifically in the U.S., 911 calling requirements arise from the associated VoIP Service. Notwithstanding the Emergency Calling Terms and Conditions applicable to the Customer's use of VoIP Service, the following additional restrictions will apply with respect to the Customer's use of Voice-enabled Virtual Contact Center.
 - a. End User Notification. The 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.
 - b. Wireless Devices. Voice-enabled Virtual Contact Center 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.
 - c. PCs, Laptops and Tablets. Emergency calling via Voice-enabled Virtual Contact Center is not supported on computer tablets or other similar devices that have been integrated with Virtual Contact Center 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.
12. Use of Sensitive Personal Information. Verizon intends that personal information about individuals ("Sensitive Personal Information" or "SPI") not be stored within the Virtual Contact Center platform. To the extent the State does store SPI within the Virtual Contact Center platform, the Customer does so entirely at its own risk.

J. Access

1. Third Party Vendors/Carriers. When the Access circuit is procured from a third party carrier, and the third party carrier requires certain forms to be signed to process the Customer's order (e.g., Warranties of Agency, Letters of Agency, Right of Entry forms, service terms, etc.), the Customer will sign such forms promptly in order to procure the Access in a timely manner.
2. Access Availability. The actual availability of Access cannot be determined definitively until the date of installation. If Customer -ordered Access is determined to be unavailable, Verizon will notify the State promptly, cancel the unavailable order, and upon the Customer's request, requote the Access based on the latest availability information. There will be instances where a circuit is quoted, using the information available at the time of a quote, but at the time the order is placed or upon installation, the Access is deemed not available and other Access, sometimes with higher charges may be required and in such instances the circuit is requoted to the Customer.

3. Diversity Availability. Diversity which involves a third party Access provider will be provided only at Customer sites where such diversity is available and provided by the relevant access provider as selected by Verizon. In the event that Verizon becomes aware of a third party provided Access service failure or outage which impacts the diversity of circuits, Verizon will use commercially reasonable efforts to work with the third party Access provider to restore the diversity as soon as reasonably possible.
4. Express Connect and Wireless Backup. The parties acknowledge and agree that the Express Connect and Wireless Backup features delivered in the U.S. are sold and provided by Cellco Partnership, Inc., d/b/a as Verizon Wireless.
5. Satellite Access
 - a. Acceptable Use Policy. For purposes of Verizon's Acceptable Use Policy, Satellite Access is deemed to be a Verizon Internet Service.
 - b. Use of Satellite Access. Verizon may interrupt the Satellite Access for scheduled or emergency maintenance or as otherwise set forth in the Agreement. Verizon may (without limitation) substitute comparable service or discontinue the Satellite Access at any time. If for any reason this Satellite Access should become unavailable to the Customer, Verizon will make a commercially reasonable effort to migrate the State to a comparable service. Satellite Access may be discontinued without liability in response to a demand from an appropriate governmental authority. In the event of cancellation, termination, expiration, lapse, suspension, or discontinuation of Satellite Access for any reason Verizon shall issue a pro-rated refund for all fees paid in advance, including fees for subscription services.

K. Customer Premise Equipment (CPE) and Related Services

1. Risk of Loss to Customer Furnished Equipment ("CFE"). Risk of loss or damage to CFE passes to Verizon when delivered to the Verizon-designated location, or Verizon takes shipping responsibility, whichever is earlier. After delivery to the Verizon-designated location, risk of loss or damage to CFE passes back to the State when delivered to the State site or the State takes shipping responsibility, whichever is earlier.
2. Acceptance and Service Activation. With respect to deployment services, the Service Activation Date for a System occurs upon the Customer's acceptance. The Customer will test the System and either accept or reject it within ten (10) Business Days after installation (the "Test Period"). The Customer accepts the System by signing the Verizon-provided acceptance document or other mutually-agreed procedure ("Customer Acceptance"). The Customer rejects the System by giving Verizon written notice of its specific material failure. Verizon will address within 10 days any issues documented by the Customer during the Test Period.
3. Accrual for Maintenance Services. Maintenance Services start 30 days after Verizon accepts the Customer's service order.
4. Maintenance Coverage. The Customer will confirm with Verizon that Verizon is able to provide Maintenance Service(s) before ordering if, i) Verizon did not install the equipment or software intended to be covered by maintenance, ii) the equipment or software is out of warranty or out of third party maintenance coverage, or iii) Verizon has not provided Maintenance Service(s) on the

equipment or software for more than 60 days. If Verizon did not install the CPE, the Customer warrants that such CPE is in good working order and meets all applicable manufacturer specifications. If the CPE is found not to be in good working order and/or not in compliance with all applicable manufacturer specifications, Verizon will be under no obligation to provide CPE Services; provided however, the Customer may, upon written notice, request Verizon to upgrade and/or repair such CPE at Verizon's rate in the pricing proposal.

5. Additional Terms for Maintenance. If (i) Verizon did not install the System intended to be covered by maintenance, ii) the System is out of warranty or out of third party maintenance coverage, or iii) Verizon has not provided Maintenance Service on the System for more than 60 days, then the System must be accepted by Verizon prior to being eligible for Maintenance Service. The Customer warrants that such System is in good working order and meets all applicable manufacturer specifications. Verizon may recommend corrections or improvements to operating environments or configuration to be performed at Customer's cost and expense. Failure to comply with Verizon's recommended corrections or improvements may cause Verizon to reject the specific part or System and remove it from the Maintenance Service. If the System is found not to be in good working order and/or not in compliance with all applicable manufacturer specifications, Verizon will be under no obligation to provide Maintenance Service; provided however, the Customer may, upon written notice, request Verizon to upgrade and/or repair such System at Verizon's rates set forth in the pricing proposal.

6. Warranty

a. CPE Services. Verizon warrants it will perform the CPE Services (excluding Third Party Services) under these product terms in a good and workmanlike manner. The State's sole remedy for a breach of this warranty is for Verizon to re-perform the defective work.

b. Systems. Verizon is not the manufacturer or licensor of the System but will transfer or pass through to the Customer the benefit of any and all manufacturer warranties on the same terms as offered by the manufacturers which are capable of being transferred or passed through. If the System is not under Maintenance Services and becomes defective within the manufacturer's warranty period, the Customer may contact the manufacturer directly for their warranty policy.

c. CPE Deployment Services Warranties. Verizon warrants that any cables and connectors between the System and any other equipment on the Customer's premises that are provided by Verizon will be in good working order for a period of 30 days after installation unless the failure of the cables and connectors is caused by the Customer's misuse or abuse.

d. **THE WARRANTIES IN THESE SERVICE TERMS ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON TO THE EXTENT PERMITTED BY LAW. These warranties do not cover damage to or malfunction of the System caused in whole or in part by the Customer or third parties through other than normal use of the System or caused by an event external to the System.**

7. Customer Obligations. In order for Verizon to provide CPE and related Services quickly and effectively, the Customer will do the following:

a. Immediately notify Verizon of any anticipated delay.

- b. Provide System interconnection requirements, non-Verizon facilities and permits.
 - c. Be responsible for (i) repairs or replacement necessitated by accident, casualty, neglect, misuse, intentional acts, harmful code (i.e., any virus or machine-readable instructions and data designed to intentionally disrupt the operation of the System or intentionally destroy or damage System or data) not caused by Verizon or any cause other than normal use of the System; (ii) damage caused by the Customer, State facilities; and (iii) use of the System with any other device or system not supplied or approved by Verizon, or any use of any part of the System in a manner not recommended by a manufacturer.
 - d. Designate an authorized point of contact.
 - e. With respect to Maintenance Services:
 - Return replaced parts within 15 Business Days, at Verizon's expense.
 - Ensure System is not moved or modified by anyone other than a Verizon representative.
 - Allow Verizon to inspect, test, repair, and replace System(s) during normal business hours with advanced agreed upon notice, including suspending normal operations of the System to do so. Verizon will use reasonable efforts to minimize the impact of its work on the Customer's network.
 - Provide remote connectivity which Verizon can use to quickly and remotely diagnose all Systems under a Maintenance Service.
 - Notify Verizon immediately in writing of any material modifications made to the Customer's network, and provide Verizon with information reasonably requested in order to perform Maintenance Service(s).
 - Maintain back-up copies of the original software, current platform configurations, and operating system and make copies available to Verizon when requested to aid in troubleshooting and/or problem resolution.
8. Hazardous Substances and Conditions. The Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable hazardous waste or environmental law or regulation) or hazardous conditions at any Customer site where work is to be performed. If Verizon representatives encounter any such hazardous substance or condition, Verizon may immediately suspend performance of these services and the Customer agrees to take all necessary steps to remediate such hazardous substance or condition, at its own expense. If the Customer does not adequately remediate the hazardous substance or condition, Verizon may terminate for breach.
9. Export, Import and Sanctions Compliance
- a. Compliance Obligations. Consistent with its obligation to comply with applicable law, including restrictions on the export, import, and use of certain hardware, software, and technical data provided under these product terms, in particular the State commits not to:
 - export, re-export, transfer or retransfer the System and/or CPE Services without first complying fully with all applicable export laws and obtaining any and all required export, import and/or sanctions licenses.
 - conduct business with any company, individual, organization or country that is subject to trade sanctions, embargoes, or other restrictions under applicable laws, or for any end-use prohibited under applicable law without complying fully with all applicable law and obtaining any and all required export, import and/or sanctions licenses.
 - b. Exclusion of CISG. The United Nations Convention for the International Sale of Goods does not apply.

10. CPE Manufacturer End of Support. In the event the manufacturer of the CPE covered by these Service Terms discontinues a piece of CPE, and/or the associated support of such CPE, Verizon will only be obligated to provide CPE Services on the affected CPE for the period of time that the manufacturer continues to support such CPE. At the end of such period Verizon will cease to support such CPE, but will use reasonable efforts to provide CPE Services on the affected CPE until Customer upgrades or replaces such CPE.

L. Software and Subscription Services

1. End User Terms. When ordering third party provider (“TPP”) services, the State acknowledges having read and understood the applicable end user license terms or agreement (EULA) for the TPP services ordered by the State, which are identified below and incorporated by reference. If a TPP provides notice to Verizon that the State has breached the TPP’s EULA, Verizon will have the right to terminate the applicable TPP service. If any of the terms in a TPP’s EULA violates any State law, regulation or requirement, the Customer will have the right to terminate the applicable TPP service with no penalty. All TPP’s terms shall have the lowest order of precedence of all the Contract Documents. The EULAs for TPP services that govern the State’s use and access to TPP services are specified below:
 - a. Zscaler Services: www.zscaler.com/legal
 - b. Symantec Services:
www.symantec.com/content/dam/symantec/docs/eulas/service-agreement/online-services-agreement-2016-12-en.pdf
 - c. Qualysguard Services: www.qualys.com/docs/eula.pdf
 - d. WhiteHat Services: www.whitehatsec.com/terms-conditions/
 - e. Splunk Services: www.splunk.com/en_us/legal/splunk-software-license-agreement.html and www.splunk.com/en_us/legal/terms/splunk-cloud-terms-of-service.html as applicable
 - f. Verizon Secure Cloud Gateway / Iboss Distributed Gateway Platform:
www.verizonenterprise.com/external/service_guide/reg/iboss-eula.pdf
 - g. Turbonomic Services:
<https://greencircle.vmturbo.com/servlet/JiveServlet/downloadBody/1772-102-10-16527/Click%20Through%20Customer%20License%20%28Turbonomic%29.pdf>
 - h. Netskope Services: <https://www.netskope.com/software-eula>
 - i. Tanium Services: <https://www.tanium.com/EULA>
 - j. Cylance Services:
www.verizonenterprise.com/external/service_guide/reg/cylance-eula.pdf
 - k. NICE Cloud Services:
<https://www.nice.com/Documents/NICE.Agreements.Verizon.EndUserLicenseAgreement.pdf>
 - l. Palo Alto Services:
https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf and
<https://www.paloaltonetworks.com/legal-notice/terms-of-use> as applicable.
2. Disclaimer of Warranties. The State acknowledges and agrees that Verizon is not the provider of the Software and Subscription Services, and Verizon provides no warranties, guarantees, or assurances of quality that apply to Software and Subscription Services. The State will seek support, maintenance, and fulfillment of all warranties, guarantees, and quality assurance issues solely from TPP, and will not involve Verizon in the same.

3. Customer Responsibilities. The Customer (and not Verizon or TPP) is responsible for taking any steps to gain any required consents by its end users and/or provide any notifications to its end users using any Software and Subscription Services as may be required by law or otherwise.

M. Unified Communications and Collaboration as a Service (UCCaaS)

1. Site Acceptance Testing. Verizon will notify the State when UCCaaS is ready for the State’s testing in preparation for use (“Testing Notification”) at each State site. The State will have 1 Business Day following the Testing Notification (Day 1) to test UCCaaS at the State’s site. Verizon will provide 8 hours of remote support to the State on Day 1 to help the State assess and remedy State-reported service issues, if any. Non-standard testing requirements may be considered an additional engagement and require a separate SOW. The completion of Day 1 is deemed to be the Activation Date, unless the State notifies Verizon of any known critical issues with the overall service prior to the completion of Day 1. Individual user issues that do not affect the overall service availability will not be considered critical. In the event of reported critical issues on Day 1, the Activation Date will be delayed until such issues are resolved.
2. Health Insurance Portability and Accountability Act (HIPAA) Readiness. If the Customer desires to use UCCaaS in a HIPAA-ready healthcare environment, the Customer and Verizon will sign a Business Associate Agreement (BAA) describing the parties’ respective responsibilities regarding the use of UCCaaS. The BAA is supplemented by the Exclusions and Customer Actions set forth below.

- a. Exclusions. The State acknowledges the HIPAA readiness of UCCaaS excludes the following capabilities.

1. Telephony recording (e.g., of conversations), other than voicemail messages.
2. Video recording.
3. Instant Messaging Archiving or storing on the UCCaaS data center infrastructure.
4. Speech or voicemail conversion to text.
5. Voice Message backup.
6. Forwarding of Voicemail Messages

- b. Customer Actions. If the Customer desires to use UCCaaS in a HIPAA-ready environment, the Customer will do the following.
 - Integrate UCCaaS applications with its LDAP (lightweight directory access protocol)/Active Directory for authorized users and for user name and password validation).
 - Administer voicemail PIN changes.
3. Emergency Calling. UCCaaS is not a voice service and can only be used to receive inbound calls and make outbound calls, including emergency calls, when used with third party provided or Verizon provided VOIP or TDM services. The Customer’s use of Voice-enabled UCCaaS may be subject to emergency calling requirements, and 911 calling requirements arise from the associated VoIP Service. Notwithstanding the Emergency Calling Terms and Conditions applicable to the Customer’s use of VoIP Service, the following additional restrictions will apply with respect to the Customer’s use of Voice-enabled UCCaaS.

- a. Emergency Calling Testing. Emergency calling testing for both native and ported

numbers must be performed by the Customer if no field services have been purchased via a SOW. The 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.

- b. End User Notification. The Customer is solely responsible for informing its end users about the emergency calling restrictions. The 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.
 - c. Wireless Devices. Voice-enabled UCCaaS 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.
 - d. PCs, Laptops and Tablets. Emergency calling via Voice-enabled UCCaaS is not supported on computer tablets or other similar devices that have been integrated with UCCaaS 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.
4. Unsupported Use. Certain service disruptions may occur with UCCaaS and Verizon will not be responsible for any service disruptions to servers or networks that are not managed by Verizon. Communications with analog modems are only permitted with Codec G.711 without silence suppression. Alarm lines of any kind (whether or not they use modems) are unsupported on UCCaaS. Any use of UCCaaS by the Customer, where the Customer has modified the Verizon-installed design and/or configuration without Verizon's prior written consent will invalidate the applicable Service Level Agreements, and any such modification is grounds for Verizon to immediately terminate services.
5. VoIP Restrictions. The Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the network. The Customer shall comply with such regulations, as applicable.