

SERVICE SPECIFIC CONDITIONS FOR CCaaS

These Service Specific Conditions for CCaaS Services apply in addition to the Wavenet Master Service Agreement (MSA) for the Customer's use of the CCaaS Service

DEFINITIONS:

"Acceptance Tests" means the acceptance tests, as set out in or referred to in the Order

"Call Charges" means those of the Charges which relate to calls received by an NGN supplied by Wavenet or one of its Suppliers, as specified in the Order

"CCaaS" means Contact Centre as a Service

"Customer Data" means personal data, text, recorded messages and/or voice conversations transmitted via the Services

"Customer Network(s)" means the Local Area Network, network equipment, computer systems, and local cable infrastructure at the Customer Premises, to which the CCaaS Service will be connected

"Cyber Attack" means an attempt by hackers to damage or destroy a computer network or system

"Dual Running" means the simultaneous running, for the duration of the Implementation Period unless otherwise mutually agreed, of the existing Customer services alongside the Equipment and/or Services to be delivered by Wavenet under this Agreement

"Installation Services" means the services (if any) to be carried out at each Customer Premises to enable the Customer to receive the CCaaS Services

"Minimum Monthly Call Charges" means: (i) the average of the six highest months' call charges incurred by the Customer under this Agreement; or (ii) if the Customer has incurred less than six months' call charges, the highest month's call charges incurred by the Customer under this Agreement; or (iii) if no call charges have been incurred by the Customer, the highest month of Anticipated Call Spend

"Minimum Monthly Line Rental" means the higher of: (i) the line rental specified in the Order; or (ii) the average of the six highest months' line rental charges incurred by the Customer under the Agreement (or if the Customer has incurred less than six month's line rental, the highest month's line rental incurred by the Customer under the Agreement)

"Monthly License User Fee" means the monthly user license fees for each user

"NGN" means a telephone number for which the digit structure has no geographic significance for routing calls

"Service Demarcation Point" means the point(s) to which Wavenet will be responsible for maintaining the CCaaS Service(s) being, unless stated otherwise in the Order: (i) the point up to the connection between the access circuit and the Teamslink Services, managed by Wavenet's session boarder controllers within the Customer Network; or (ii) where Wavenet have supplied the access circuits with the CCaaS Services, the point up to the Customer side port on the pre-configured Wavenet supplied router; or (iii) where Wavenet provides the access and the Installation Services and the Customer has purchased Equipment which is being maintained by Wavenet pursuant to this Agreement, the Equipment provided by Wavenet shall be supported by Wavenet

"Service Level Agreement" Wavenet's Service Level Agreement providing details of service levels applied to its Services and, where applicable, service credits for Downtime to the Customer's Services, as defined in the Service Level Agreement

"Specification" means the specification of the Equipment or CCaaS Services, as set out in the Order, and which may be further detailed in the PID

1. SERVICE AND SERVICE SETUP

- 1.1. Following the completion of the surveys and, if required, the agreeing of the replacement Order,

Wavenet will inform the Customer of the revised anticipated Start Date

- 1.2. The Customer agrees to provide its full cooperation to Wavenet, together with nominated members of the Customer's staff to provide assistance to the Wavenet throughout the provision of the Installation Services. The Customer shall ensure that its nominated staff shall have the authority to make decisions and provide Wavenet with instructions relating to the Installation Services and the CCaaS Services generally on the Customer's behalf. The Customer acknowledges and accepts Wavenet shall not be liable to the Customer for any delays in the provision of access and/or the Start Date for the CCaaS Services as a result of lack of cooperation from the Customer or its nominated staff
- 1.3. If the Customer fails to prepare the Customer Premises for Wavenet, its Third Party Contractors or Suppliers in accordance with clause 2 or any other preparatory instructions that the Customer may have been given, Wavenet may charge the Customer a fee. Any re-scheduled visits to the Customer Premises will be subject to Wavenet's lead times
- 1.4. Wavenet shall notify the Customer of the date(s) on which Wavenet, its Third Party Contractor or its Supplier shall provide the Installation Services. The Customer shall use its best endeavours to enable the Installation Services to be provided on the dates provided by Wavenet. If the Customer cannot commit to the proposed Installation Services date provided by Wavenet, the Customer must notify Wavenet within 14 days of the date receives notice of the proposed Installation Services date Wavenet, and both parties shall use reasonable endeavours to agree alternative Installation Services date(s)
- 1.5. Wavenet reserves the right, upon giving notice to the Customer, not to provide the CCaaS Services to any Customer Premises or, if CCaaS Services are already being provided, to cease providing the same and to terminate this Agreement in relation to the CCaaS Services without liability or obligation to the Customer if:
 - 1.5.1. Wavenet discovers during a survey of the Customer Premises, or otherwise, that the distance between the Customer's Premises and Wavenet's point of presence, or its underlying Supplier's point of presence, is such that a quality service cannot be provided or underwritten
 - 1.5.2. the Customer does not agree to any increase in Charges in accordance with clause 10 of the MSA
- 1.6. Wavenet, its Third Party Contractor, or its Supplier will provide the Installation Services and will perform a series of commissioning tests to ensure that the CCaaS Services are functioning in accordance with the Specification
- 1.7. Wavenet will, if agreed, maintain the CCaaS Telephony Service to the Service Demarcation Point
- 1.8. If Wavenet agrees that the Customer may use/supply its Customer Equipment with any part of the CCaaS Services, then the Customer shall be responsible and liable for such Customer Equipment. If Wavenet, its Third Party Contractor, or its Supplier

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visits a Customer Premises due to a fault which is caused by Customer Equipment, then Wavenet may charge the Customer for such visit and any additional costs incurred as a direct result. Use of any Customer Equipment not supplied by Wavenet will affect the Service Demarcation Point

- 1.9. If the Customer requests, and Wavenet agrees, to upgrade the Customer's bandwidth of the underlying access to the CCaaS Services then additional Charges will apply, as notified to the Customer
- 1.10. The CCaaS Services and/or the associated unified communications service support 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However, the Customer acknowledges and accepts that these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and, therefore, connection to such services may not be possible in the event of service outage caused by loss of connectivity to the internet for any reason. It is the Customer's responsibility to ensure that its Authorised Users are notified that, in such circumstances, the Customer and/or Authorised User must use a separate line to make and emergency call
- 1.11. It may, on occasions, not be possible for emergency services personnel to identify the location and telephone number for the Customer's or Authorised User's whereabouts via the CCaaS Services. It is therefore the Customer's responsibility to notify its Authorised Users that, in the event of an Authorised User making an emergency call via the CCaaS Services, the Authorised User's whereabouts must be stated promptly and clearly to the emergency services
- 1.12. If Wavenet agrees that the Customer may use its existing or other new access circuits, including but not limited to broadband, Ethernet, leased line etc, not provided by Wavenet, then it is the Customer's responsibility to ensure such access circuits meet the requirements and functionality specified by Wavenet or the Supplier from time to time. The Customer's failure to meet such requirements and/or functionality may affect the provision of the CCaaS Services. Where Wavenet does not provide the access circuits, all responsibility and liability for such access circuits shall remain with the Customer. Should Wavenet, its Third Party Contractor, or its Supplier visit the Customer Premises in relation to a fault which is found to be caused in whole or part by access circuits not provided by Wavenet, then Wavenet may charge the Customer for such visits and any additional costs incurred as a result. The Customer accepts that use of the Customer's own access circuits will affect the Service Demarcation Point
- 1.13. Not Used.
- 1.14. If Wavenet provides the Customer with any of the user-based features including, but not limited to, auto attendant, hunt group, call park, call pickup, call queue etc and the Customer has not allocated these features to an Authorised User then Wavenet may recover such unallocated features from the Customer's account without liability or obligation to

the Customer. The Customer may replace these features or add additional features at any time

- 1.15. Wavenet may at any time, and from time to time, improve, correct or otherwise modify all or any of the CCaaS Service and/or products, including substituting Software and/or products with Software or Equipment of similar specification, provided that such modification does not materially adversely affect provision of the CCaaS Service to Customer or the functionality of the products. Wavenet will use reasonable endeavours to give the Customer reasonable notice of any such modification, where reasonably practicable
 - 1.16. Wavenet will perform the CCaaS Service with reasonable skill and care, except to the extent that the Customer has failed to comply with its obligations in this Agreement, or where the Customer's use of the CCaaS Services is contrary to Wavenet's instructions, or where the CCaaS Services have been modified or altered by anyone other than Wavenet or its authorised Third Party Contractors or Supplier
 - 1.17. Subject to clauses 1.18 and 1.19 if the CCaaS Services do not conform to the undertaking in clause 1.16, Wavenet will use reasonable endeavours to correct the defect in accordance with its standard support procedures. Wavenet's standard support service shall be available as per the Agreement except in the case of a total service failure, following which (subject to clause 1.16) Wavenet shall use its reasonable endeavours to resume the CCaaS Services as soon as reasonably practicable.
 - 1.18. The remedy set out in clause 1.17 constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 1.16
 - 1.19. Notwithstanding the foregoing Wavenet:
 - 1.19.1. does not warrant that the Customer's use of the CCaaS Service will be uninterrupted or error free; nor prevent a security threat or Cyber-attack; nor that the Service will meet the Customer's requirements; and
 - 1.19.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the provision of CCaaS Services, and the Customer acknowledges that the CCaaS Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities, including security threat and Cyber-attack; and
 - 1.19.3. shall not be liable to the Customer for any defect in the CCaaS Services to the extent caused by any defect or failure in the Customer's Network
 - 1.20. Subject to the Customer's obligations in this Agreement, Wavenet warrants that it will and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations under this Agreement
- 2. CUSTOMER OBLIGATIONS**
- 2.1. The Customer shall:
 - 2.1.1. prepare the Customer Premises and the Customer Network(s) in accordance with

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Wavenet's instructions. The Customer is responsible, at its own cost, for the power supply and arranging alternative power supplies if any temporary supply fails. Installing engineers may refuse to install Equipment if they perceive a hazard or risk

2.1.2. provide Wavenet, its Third Party Contractors or its Supplier with full access to the Customer Premises and Customer Network(s) and make available such information, assistance, office and technology facilities as may be necessary for Wavenet, its Third Party Contractor or its Supplier to provide the CCaaS Services

2.1.3. promptly provide Wavenet with such information and documents as Wavenet may reasonably require for the proper performance of the CCaaS Services

2.1.4. obtain and be responsible for the cost of all third party consents, licences and rights reasonably required in order to allow Wavenet, its Third Party Contractor or its Supplier to provide the Installation Services, including, for example, landlord consents, wayleave consents and access consents and be responsible for complying with any Applicable Laws in relation to the CCaaS Services

2.1.5. supply, at the Customer's cost, all space, power supply access points, cables, trunking, electricity, air conditioning and any other facility as may be specified by Wavenet either within the Order or, following a survey at the Customer Premises, required to enable the Customer to receive the Installation Services and/or the CCaaS Services; and

2.1.6. keep full and up-to-date secure backup copies of the Data on the Customer Network in accordance with good industry practice

2.1.7. indemnify Wavenet for any and all losses or fines incurred by the Customer as a result of Wavenet's inability to access any call recordings

2.2. The Customer shall not permit any member of its staff who is not an Authorised User and/or any other unauthorised third party to access or use the Equipment and/or the CCaaS Services, and the Customer shall ensure that it shall not, and that none of its staff or any third party shall add to, modify and/or interfere with such Equipment and/or CCaaS Services

2.3. The CCaaS Services permit the Customer to upload music files for the music on hold feature. The Customer agrees to obtain all necessary licences and consents required for any such music, and indemnifies Wavenet from any and all liability relating to the Customer's use of this feature

3. CHARGES

3.1. Charges for the CCaaS Services shall be payable by the Customer in accordance with clause 10 of the MSA

3.2. Unless otherwise agreed by Wavenet in writing, any discount specified in the Order shall only apply during the Initial Term

3.3. Wavenet may from time to time vary Charges for any call destinations or Services not stated on the Order without notice and otherwise by giving the Customer reasonable notice where practicable to do so

3.4. Except as stated otherwise in this Agreement, for the purpose of calculating Call Charges all call durations will be rounded up to the next whole minute

4. USE OF THE CCAAS SERVICE

4.1. Customer agrees not to:

4.1.1. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the CCaaS Service to any third party

4.1.2. modify, translate, or make derivative works based upon the CCaaS Services

4.1.3. create unauthorised internet "links" to the CCaaS Service, "frame" or "mirror" any content on any other server or wireless or internet-based device or cause harm to the operation of the CCaaS Services

4.1.4. reverse engineer, decompile or disassemble any or all of Services

4.1.5. use the CCaaS Services for any purpose other than to support its internal call centre or business process outsourcing businesses

5. TECHNICAL SUPPORT

Technical support in relation to critical incidents (P1) for the CCaaS Service is available to the Customer 24x7x365 via Wavenet's 24x7x365 Support Desk on 0333 234 0011 or Wavenet's web portal: <https://support.wavenetuk.com>

6. MAINTENANCE OF THE CCAAS

6.1. Wavenet reserves the right to take down applicable servers and infrastructure related to the CCaaS to conduct routine maintenance checks ("Scheduled Maintenance") or in the event of any emergency.

6.2. Wavenet will use reasonable endeavours while performing Scheduled Maintenance to minimise Customer disruption.

6.3. Wavenet will have no liability to the Customer resulting directly or indirectly from downtime or unavailability of the CCaaS or any part of it due to Scheduled Maintenance or emergency maintenance.

7. TERMINATION

Upon termination of this Service, if the Customer is required to pay an Early Termination Charge pursuant to the MSA, the Customer shall pay to Wavenet to the Early Termination Charge which shall be calculated:

7.1. in respect of Monthly License User Fee, the per month Charge for the period from termination to the end of the Initial Term or Renewal Period, as appropriate and

7.2. in respect of line rental, the Minimum Monthly Line Rental per month for the period from termination to the end of the Initial Term or Renewal Term (as appropriate); and

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7.3. in respect of call and other non-periodic charges, the Minimum Monthly Call Charges per month for the period from such termination to the end of the Initial Term or Renewal Period, as appropriate

8. SECURITY

- 8.1. It is the Customer's responsibility for all authorised and unauthorised access, activities and Charges associated with the Customer's account and/or passwords in connection with use of the CCaaS Services
- 8.2. The Customer is responsible for the security and confidentiality of its passwords, for all Charges incurred from the use of the CCaaS Service with its passwords and for any and all Charges made through the Customer's account by Customer's Authorised Users, employees, agents, principals, consultants, or other entities or individuals in the employ of or engaged by Customer.
- 8.3. The Customer is solely responsible for obtaining and maintaining internet connectivity necessary to utilise the CCaaS Services and Wavenet shall not be liable for any damages arising from the performance of internet services obtained by the Customer in connection with this Agreement.
- 8.4. It is the Customer's responsibility to ensure that its Authorised Users are regularly trained in security awareness, Cyber-Attacks and security threats prevention
- 8.5. Except to the extent included in the CCaaS Service, and identified in the Order, it is the Customer's responsibility to ensure the security and maintenance of its Customer Network, System and Customer Software, and to invest in and implement such appropriate security measures which would be reasonably considered to be best practice in a business of the Customer's size and standing necessary to protect its System, Customer Network and Data, including the Customer's customer data
- 8.6. For payment card data security, the Customer shall ensure that it does not use Wavenet's CCaaS Service to store cardholder data from its customers or end users. Where the Customer selects to encrypt and safeguard call recordings, which may contain cardholder data, the Customer shall purchase additional required Wavenet security products to encrypt and safeguard such call recordings containing cardholder data, which will be detailed in the Order
- 8.7. For Sensitive Category Data security, the Customer shall ensure that it does not use the CCaaS Services to store identification information, passport numbers, driving's licence numbers, national insurance numbers, medical record numbers, health information, insurance information, banking information or other such sensitive data from the Customer's customers or end users being the Customer's Data Subjects as defined by Data Protection Legislation. For the purposes of this paragraph, Sensitive Category Data shall be defined as any data or information relating to:
 - 8.7.1. the racial or ethnic origin of a Data Subject
 - 8.7.2. a Data Subject's political opinions

- 8.7.3. a Data Subject's religious beliefs or other beliefs of a similar nature
 - 8.7.4. Trade Union within the meaning of the Trade Union and Labour Relations Consolidation Act 1992) membership of a Data Subject
 - 8.7.5. a Data Subject's physical or mental health or condition(s)
 - 8.7.6. a Data Subject's sexual orientation
 - 8.7.7. the commission or alleged commission of any offence a Data Subject
 - 8.7.8. any proceedings for any offence committed or alleged to have been committed by a Data Subject, the disposal of such proceedings or the sentence of any court in such proceedings
- 8.8. To the extent Customer selects to encrypt and safeguard its call recordings which may contain Sensitive Category Data, the Customer shall purchase one of Wavenet's approved encryption options to encrypt and safeguard any call recordings containing such Sensitive Category Data which shall be detailed on the Order

9. COMPLIANCE WITH APPLICABLE LAW

- 9.1. Customer agrees to comply with all applicable law and industry guidelines related to or connected with providing, selling, licensing, and delivering information services and telecommunications services and products. Customer assumes all liability and responsibility for its use of the CCaaS Services in compliance with any Applicable Laws and industry guidelines pertaining to the use of telephones, email, SMS, fax, automated telephonic equipment and other telephony and telecommunications products and services including without limitation applicable Data Protection Legislation. The Customer agrees that neither Wavenet nor its Supplier shall be responsible for Customer's illegal or fraudulent use of the CCaaS Service, and Customer fully indemnifies Wavenet and its Supplier for any and all claims, liabilities, penalties, fines or expenses, including reasonable legal fees incurred by Wavenet and/or its Supplier based upon Customer's illegal or fraudulent use of the CCaaS Service
- 9.2. For "Do Not Contact" Compliance, the Customer agrees that if it is advised by any party that they do not wish to receive communications from the Customer via the CCaaS Service, then Customer shall promptly add such party to its internal Do Not Contact list in the Customer's CCaaS Service account and thereafter, the Customer shall refrain from contacting such party unless or until such time as Customer's own policies require further contact to be made. The Customer is solely responsible for maintaining and checking any external suppression or Do Not Contact lists and for obtaining any required consents and/or releases from such party or parties to whom, or to which, the Customer intends to send communications using the CCaaS Service. The Customer agrees to periodically review the list of recipients to be contacted, to contact only those persons who the Customer is legally permitted

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- to contact from Customer's customer data, and only in the manner permitted, under Applicable Law
- 9.3. If the Customer is not familiar with laws regarding use of automated telephonic equipment and marketing, the Customer should seek the appropriate legal advice prior to use of the CCaaS Service.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. Each party represents and warrants to the other party that
- 10.1.1. it has the power and authority to enter into and perform all obligations under this Agreement (including any service orders and its various addenda) and;
- 10.1.2. it will comply with all Applicable Laws in its performance under this Agreement.
- 10.2. Wavenet represents and warrants throughout the Term that:
- 10.2.1. the Services will be performed in accordance with the Service Specification and the Service Level Agreement and with reasonable skill and care
- 10.2.2. it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement
- 10.2.3. the Services will be performed using appropriately qualified and experienced staff
- 10.3. Without prejudice to Customer's other rights and remedies Wavenet shall pay the Customer the service credits as are set out in the Service Level Agreement in accordance with clause 1.17 and, in addition to the result of Wavenet's failure to achieve any of the service levels set out in the Service Level Agreement
- 10.4. Wavenet makes no warranty as to any results that may be obtained by the Customer in the use of the Services. The Customer accepts that the Services may be inaccessible or inoperable from time to time due to reasons beyond Wavenet's reasonable control including but not limited to (i) Customer equipment malfunctions; or (ii) service interruptions caused by independent telecommunications providers that provide voice and data connectivity to Customer's data centres

11. OWNERSHIP OF MATERIALS AND RIGHTS

- 11.1. The Services are proprietary to Wavenet (or, as applicable the Supplier) and are protected by intellectual property laws and international intellectual property treaties.
- 11.2. The Customer Data, any text, recorded messages and/or voice conversations transmitted via the Services are proprietary to Customer. Except for the right to access and use the Services granted by Wavenet to Customer for the purpose of this Agreement
- 11.3. Nothing in this Agreement shall convey, transfer or assign any right, title or interest in either party's proprietary materials to the other party

12. LICENCE AND INTELLECTUAL PROPERTY

- 12.1. Wavenet hereby grants to the Customer, for the term of this Agreement only, a non-transferable, non-exclusive, limited licence to:
- 12.1.1. use the CCaaS Services solely for the purposes of integration with the Customer's existing systems and applications in accordance with this Agreement; and
- 12.1.2. use and access the CCaaS Services solely for End Users and in accordance with the Documentation.
- 12.2. The Customer agrees that all rights to use and otherwise exploit the CCaaS Services not expressly granted to the Customer in the Agreement are reserved by Wavenet and its third party licensors or vendors, as applicable.
- 12.3. The Customer acknowledges and agrees that the CCaaS Services contain trade secrets, confidential information and other valuable proprietary information owned by Wavenet or the relevant Vendors.
- 12.4. Except to the extent permitted by Relevant Laws, the Customer shall not and shall not allow End Users to sell, transfer, lease or disclose the CCaaS Services to a third party. Wavenet may electronically monitor the Customer's use of the CCaaS Services for compliance with the licence terms and restrictions set out in this paragraph 12.
- 12.5. Wavenet and/or where applicable the relevant Vendors shall retain sole and exclusive ownership of, and all right, title and interest in and to the CCaaS Services and Documentation, as well as any graphical user interface modifications or other modifications made by or for the Customer to the same and all documentation, suggestions, ideas, improvements, data, feedback, evaluation materials, reports, presentations, records, designs, technology, inventions, know-how, works of authorship, software, specifications, modifications and other materials, information and any other intellectual property made, developed, conceived or reduced to practice by Wavenet in the performance of the Agreement, (collectively, "**Results**"). To the extent necessary to effect this intention, the Customer hereby assigns to Wavenet any and all right, title and interest in and to the CCaaS Services, and Results, and shall take all actions necessary to accomplish such assignment.
- 12.6. Customer Data
- 12.6.1. As between the parties, all Customer Data shall be owned by the Customer.
- 12.6.2. To the extent that Customer Data constitutes information relating to End Users, that information may only be used by Wavenet for the purpose of performing its obligations under this Agreement and Wavenet may not sell, licence or provide any End User information to any third party.
- 12.6.3. For the avoidance of doubt, nothing in this Agreement shall prevent Wavenet from disclosing Customer Data where it is required to do so by law or upon request of any regulatory or governmental authority.

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13. SURVEYS

- 13.1. As part of the Implementation Period, Wavenet may, in its sole discretion, conduct a survey of the Customer Premises
- 13.2. The survey will be based on the information available to Wavenet at the time it conducts the survey and will:
- 13.3. confirm whether, in Wavenet's opinion, Wavenet can provide the Equipment and/or Services in accordance with the Order or whether any changes to the Order will be required including, without limitation, any changes to Customer Equipment, Equipment, Services and/or Charges
- 13.4. specify any technical requirements and any associated Charges
- 13.5. The results of the survey will be provided to the Customer by Wavenet via email. Upon receipt of the Customer's approval of the results of the survey, and such approval shall be deemed provided by the Customer to Wavenet, if the Customer fails to confirm its rejection of such results within 5 Business Days of its receipt, the changes to the Order set out in the survey results will apply and Wavenet will issue confirmation of those changes in writing, via email, to the Customer
- 13.6. Where the Customer rejects the results of the survey, the Order will be cancelled and will not be binding upon either party. Upon cancellation of the Order, Wavenet will invoice the Customer for all costs arising from or in connection with any survey(s) carried out by Wavenet in accordance with this clause 4, which shall be paid by the Customer on 14-day payment terms

14. EQUIPMENT

- 14.1. Any Rental Equipment, Sale Equipment and/or Trial Equipment and, for the avoidance of doubt, excluding Customer Equipment (together "**Equipment**") required for the provision of the Services will be set out in the Order
- 14.2. Wavenet reserves the right to amend or substitute the Equipment if required by any applicable statutory or regulatory requirement or to improve the provision of the Services
- 14.3. The Customer agrees that it will:
 - 14.3.1. use the Equipment only in connection with the Services, and for no other purpose
 - 14.3.2. use its best endeavours to keep the Equipment free from any loss or damage
 - 14.3.3. promptly notify Wavenet of any malfunction, loss or damage to the Equipment
 - 14.3.4. not sell or loan the Equipment to any person or create any charge, lien or other encumbrance over the Equipment
 - 14.3.5. insure the Equipment against loss or damage caused by any accident or the Customer's negligence, or that of its employees, agents or subcontractors, with a reputable insurance

firm to the full replacement value of the Equipment

14.4. Wavenet will ensure that:

- 14.4.1. the Equipment is delivered to the Customer Premises during the Implementation Period in time for its scheduled installation or, if Wavenet is not installing the Equipment, prior to the Start Date of the Services for which such Equipment is required
- 14.4.2. each delivery of the Equipment is accompanied by a delivery note which shows the date of the Order and the type and quantity of Equipment.
- 14.5. Wavenet will deliver the Equipment to the Customer Premises as set out in the Order on a date agreed with the Customer
- 14.6. Delivery of the Equipment will be completed upon Wavenet's or Wavenet's Supplier's unloading of the Equipment at the Customer Premises
- 14.7. Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. Wavenet shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Wavenet with adequate delivery instructions or any other instructions that are relevant to the supply and delivery of the Equipment
- 14.8. If the Customer fails to take delivery of the Equipment then, save where such failure or delay is caused by a Force Majeure event or by Wavenet's failure to comply with its obligations under this Agreement for delivery of the Equipment, the Equipment will be stored by Wavenet and the Customer will be charged for all related costs and expenses in relation to such storage, and any delivery or logistic costs incurred by Wavenet including insurance costs
- 14.9. If the Customer does not accept delivery of the Equipment within 10 Business Days after Wavenet's attempt to agree a date for delivery of the Equipment with the Customer, Wavenet may resell, or otherwise dispose of, part or all of the Equipment
- 14.10. Wavenet warrants that, on delivery, the Equipment will work appropriately in conjunction with the related Services
- 14.11. Wavenet specifically excludes any implied or express representation, warranty or similar that the Equipment and/or Services supplied by Wavenet will:
 - 14.11.1. be fit to operate in conjunction with any hardware, software or systems other than with those that are specifically identified as being compatible for the supply of Services in accordance with this Agreement
 - 14.11.2. operate uninterrupted or error-free
 - 14.11.3. have any program defects detected and/or corrected
- 14.12. Wavenet does not warrant that the Equipment, and/or Services will prevent or restrict any fraudulent intrusion, hacking or similar and the Customer shall be responsible for putting in place adequate security measures to prevent the

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fraudulent use of the Equipment and/or the Services and the Customer's other Systems and processes including, without limitation, hacking, toll fraud, rogue dialling or any other form of fraud that may result in the Customer incurring sums in addition to the Charges

14.13. Wavenet will use reasonable endeavours to provide the Customer with the benefit of any manufacturer's warranty that applies to the Equipment

14.14. Wavenet will not be liable for the Equipment's failure to comply with the warranty in clause 14.10 if:

14.14.1. the Customer makes any use of the Equipment after giving a notice in accordance with clause 14.15

14.14.2. the defect arises due to the Customer's failure to follow Wavenet's instructions as to the installation, commissioning, use or maintenance of the Equipment or in the absence of such instructions, good trade practice

14.14.3. the Customer alters or repairs such Equipment without Wavenet's written consent

14.14.4. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions

14.14.5. the Equipment differs from the Order as a result of changes made to ensure the Equipment complies with applicable statutory or regulatory standards, or to improve the provision of the Services

14.15. Subject to clause 14.14, Wavenet will, at its option, repair, replace or refund the price in full of any defective Equipment if:

14.15.1. the Customer gives written notice to Wavenet, within 1 working day of discovery that some or all of the Equipment does not comply with the warranty set out in clause 14.10

14.15.2. Wavenet is given a reasonable opportunity by the Customer to examine the Equipment

14.15.3. the Customer, upon request, returns such Equipment, to Wavenet at the Customer's cost, and risk in the Equipment shall remain with the Customer until such Equipment is signed for as an accepted return to Wavenet

14.16. The Customer may reject any Equipment delivered to it that does not comply with clause 14.10, provided that the Customer provides written notice of rejection to Wavenet:

14.16.1. in the case of a defect that is apparent on delivery, within 5 Business Day of delivery;

14.16.2. in the case of a latent defect, within a 1 Business Day of the latent defect having become apparent

14.17. If the Customer fails to give notice of rejection of the Equipment in accordance with clause 14.16, Equipment shall be deemed accepted by the Customer

14.18. Except as provided in this clause 14.22.2, Wavenet will have no liability to the Customer in

respect of the Equipment's failure to comply with the warranty set out in clause 14.10

14.19. The terms of this clause 14 will apply to any repaired or replacement Equipment supplied by Wavenet. The risk in the Equipment will pass to the Customer upon completion of delivery

14.20. Title to the Rental Equipment and Trial Equipment will not pass to the Customer at any time

14.21. Title to the Sale Equipment will not pass to the Customer until Wavenet receives payment in full

14.22. Until title to the Sale Equipment has passed to the Customer, the Customer will:

14.22.1 not remove, deface or obscure any identifying mark or packaging on or relating to the Sale Equipment

14.22.2 maintain the Sale Equipment in satisfactory condition and keep it insured against all risks for its full price on Wavenet's behalf from the date of delivery

14.22.3 notify Wavenet immediately if it becomes subject to any of the events listed in clauses 14.2.1 and/or 14.2.2 of the MSA.

14.22.4 give Wavenet such information relating to the Sale Equipment as Wavenet may require from time to time.

14.23. Within 14 calendar days of Service termination, the Equipment, excluding Sale Equipment where title of the equipment has passed to the Customer in accordance with clause 14.21, must be returned in good working condition to Wavenet at the Customer's cost and risk. If the Customer fails to return the Equipment within the specified period, Wavenet reserves the right to charge the Customer a rental fee of £25.00 plus VAT per item per day, or such other amount as may be notified to the Customer by Wavenet, to be added to the Customer's monthly invoice payable to Wavenet until the Equipment is returned to Wavenet in accordance with this clause 14.23.

15 IMPLEMENTATION AND ACCEPTANCE

15.20. Wavenet may notify the Customer when either Wavenet, or its Third Party Contractors have supplied, installed, configured and/or programmed the Customer Equipment, Equipment and/or Service. If expressly referred to in the Order, the Customer will then perform Acceptance Tests

15.21. If the Customer discovers any material non-conformity in the installation, configuration and/or programming of the Customer Equipment, or the operation of the Equipment and/or Services when performing the Acceptance Test, the Customer will notify Wavenet of the same within 5 days of such discovery

15.22. To the extent that such non-conformities will have, in Wavenet's reasonable opinion, a material detrimental effect on the Equipment and/or Services, Wavenet will use reasonable endeavours to remedy such non-conformities

15.23. Acceptance will take place on the earlier of:
15.23.1 The Customer's written confirmation to Wavenet that the Acceptance Tests have been performed and no material non-conformities have been discovered

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- 15.23.2 5 Business Days from the date of Wavenet's notification to the Customer that it has completed the supply, installation, configuration and/or programming of the Customer Equipment, Equipment and/or the Services
- 15.23.3 5 Business Days after the date on which any notified non-conformities were remedied
- 15.23.4 immediately upon Wavenet's demonstration that any notified non-conformities will not, in Wavenet's reasonable opinion, have a detrimental effect on the Equipment and/or Services

16 DUAL RUNNING

- 16.20 The Customer will bear all costs arising from, or in connection with, Dual Running including failure to comply with clause 16.2
- 16.21 The Customer hereby undertakes to notify and instruct its previous service provider to cease the provision of any equipment and/or services which are replaced by the Equipment and/or Services at the end of the Implementation Period or such other period as the parties agree
- 16.22 Where the Customer requires a replacement Service from Wavenet the Customer hereby undertakes to notify Wavenet in accordance with clauses 3.2 and 18.3 otherwise the Customer is responsible for all Charges relating to the dual running Service or Services
- 16.23 For the avoidance of doubt, Wavenet excludes all loss, damage, costs, expenses and any other liability suffered or incurred by the Customer arising from or in connection with any delay in the provision of the Equipment and/or Services, including any need for the Customer's previous service provider to continue providing any equipment and/or services which are to be replaced by the Equipment and/or Services, beyond the end of the Implementation Period

SCHEDULE 1 - FIVE9 SERVICE LEVEL AGREEMENT & 8x8 SOFTWARE TERMS

- 1. These are terms and conditions for the provision of Five9 Services
 - 1.1 Wavenet Five9 CCaaS Service Availability. Wavenet's Five9 CCaaS Service shall be available to make and receive calls on a twenty-four (24) hours a day/ seven (7) days a week basis, with targeted uptime of at least 99.99% on a calendar month basis, exclusive of permitted downtime (the unavailability of the VCC Service because of either Scheduled Maintenance or events beyond the reasonable control of Wavenet.)
 - 1.2 For purposes of clarification, Customer understands that events beyond the reasonable control of Wavenet include, but are not limited to,
 - 1.2.1 Customer's network or equipment malfunctions;
 - 1.2.2 service interruptions for inbound direct dial (i.e. non-toll free) service caused by the independent telecommunications providers Wavenet contracts with to provide voice

connectivity to the Five9 data centres and the VCC; or

- 1.2.3 force majeure events as defined in the Agreement.
- 1.3 Wavenet and Five9 regularly publishes its scheduled periodic maintenance windows and agrees to notify Customer with no less than 30 days' notice of system maintenance activities within these windows ("Scheduled Maintenance") Other than for Scheduled Maintenance, Wavenet shall promptly notify Customer in the event the VCC Service becomes inaccessible and shall use reasonable efforts to resume performance of the VCC Service as soon as practicable.
- 1.4 European Data Centres: When needed, Scheduled Maintenance shall occur on Wednesday and/or Saturday between the hours of Midnight and 3am UTC.
- 1.5 In the event Wavenet does not meet the Service Availability listed above for three consecutive calendar months, Customer shall have the right to terminate the Agreement without penalty. Wavenet agrees that upon settlement of any and all outstanding charges owed by Customer, Wavenet will refund the pro-rata portion (remainder in months, rounded down) prepaid
 - VCC Agent Seat fees for service not yet delivered; and any remaining, unused pre-paid long distance. Customer understands that termination of this Agreement does not entitle Customer to a refund of any fees for services delivered by Wavenet up to the date of termination.
- 1.6 In the event Wavenet does not meet the Service Availability listed above, Customer shall be eligible to receive a service credit for the affected month. To receive a credit, Customer must make a written request to Wavenet (to Wavenet Customer Support and/or your account manager) within 30 days of the service incident. Amount of service credit will depend upon length and severity of service outage and shall be calculated as a percentage of monthly VCC Agent Seat fees (excluding telecom charges that may be included) for a given calendar month as shown below.
- 1.7 For monthly down time in excess of 0.01% Service Availability of:
 - 1.7.1 Less than two hours excess:
 - Credit of 3.5% of all monthly access and user profile fees, outages less than 30 minutes in length are excluded from this provided (a) there are no more than one (1) in any given calendar month and/or (b) they are not part of an ongoing recurring problem.
 - 1.7.2 Two or more hours:
 - Credit of a further 3.5% for each additional 2hour period, or part thereof, of all monthly access and user profile fees

2. 8x8 SOFTWARE TERMS

- 2.1 These are terms and conditions for the provision of 8x8 Cloud Services
- 2.2 The Customer hereby acknowledge that any proprietary rights in any Third Party Software supplied hereunder including, but not limited to, any title or ownership rights, patent rights, copyrights and

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trade secret rights, shall at all times and for all purposes vest and remain vested in the Third Party Software owner. It is the Customer's sole responsibility to comply with any terms and conditions of any license attaching to Third Party Software supplied and delivered by Wavenet (including, if so required, the execution and return of a Third Party Software license). The Customer's failure to comply with such terms could result in the Customer being refused a software license or having it revoked by the proprietary owner, notwithstanding other remedies included in the relevant license or by law. The Customer further agrees to indemnify Wavenet in respect of any costs, charges or expenses incurred by Wavenet as a result of any breach by the Customer of such terms and conditions. No title or ownership of software products or any Third Party Software licensed to the Customer is transferred to the Customer under any circumstances. If open source software is supplied Wavenet are not liable for defects in title or quality of the information, software or documentation, in particular for ensuring that it is correct, accurate, free of third-party property rights and copyrights, complete and/or usable. This does not apply in respect of malicious concealed defects, noncompliance with a guarantee of quality, upon death or personal injury and in the event of wilful or grossly negligent breaches of duty. Open source software may be subject to terms and conditions provided by the owner or licensor of the open source software. The Customer will be responsible for complying with any such terms and conditions.

- 2.3 Wavenet make no guarantee that the 8x8 Software satisfies the Customer's demands, that the 8x8 Software is compatible with other products, or will operate without interruption or faults, or that errors can be rectified.
- 2.4 In return for payment of the fees hereunder, Wavenet grant the Customer a non-perpetual, non-exclusive, terminable, worldwide and limited license to the 8x8 Software for use exclusively in the Customer's business operations, on the terms set out in this Agreement and Appendix A. Any such rights to use copies of the 8x8 Software shall not be transferable by the Customer to third parties.
- 2.5 Wavenet will supply the 8x8 Software in machine readable form only (object code). Any claim to the surrender of the source code is excluded.
- 2.6 Any activation codes or license codes under this Agreement shall be provided to The Customer for use in conjunction with the associated copies of the 8x8 Software only.
- 2.7 The 8x8 Software must be installed and configured according to the respective documentation and in accordance to the compatibility list provided on 8x8's Cloud Portal. The 8x8 Software tracks, counts and reports via an automatic process the use of all feature licenses by the Customer to 8x8.
- 2.8 The 8x8 Software may contain freeware and/or open source software that is available free of charge. No license fee is charged for the use of such software under this Agreement. The Customer acknowledge that certain terms and conditions may apply to the use and distribution of freeware and open source software that may form part of the 8x8 Software. The Customer will comply with any such terms and conditions. The 8x8 Software will be supplied in object code only. The source code will not be provided, save where and to the extent that any open source software license mandates this.
- 2.9 The Customer is not entitled to decompile or reverse engineer the 8x8 Software, to remove parts of it or to take other measures which may result in the acquisition of the source code for the 8x8 Software, except as provided by mandatory law.
- 2.10 The Customer shall not remove alphanumeric identification characters, trademarks, and copyright notices. With regard to authorized copying, the Customer shall copy it unaltered, give all the copies a consecutive number from which all the 8x8 Software serial numbers are also to be inferred and record the whereabouts of all copies which may be examined on request. Mandatory copyright provisions shall be unaffected.
- 2.11 If data media contain several 8x8 Software products, the Customer shall only use the 8x8 Software products that are licensed to the Customer. The unbundling or repackaging for sale, resale or marketing otherwise is not permitted.
- 2.12 Upon delivery and installation of upgrades, the Customer shall have no further rights with regard to the replaced 8x8 Software product. Subject to applicable document retention obligations and/or due to evidence protection purposes existing copies shall as requested by Wavenet or 8x8, either be destroyed by the Customer with evidence provided or returned to us.
- 2.13 If and to the extent that the Customer is supplied with updates or upgrades of the 8x8 Software, e.g., as part of liability for material defects or in the course of customer service, the same shall be subject to the provisions of this clause 16 accordingly (*mutatis mutandis*).
- 2.14 If and to the extent that activation codes or license codes are provided under this Agreement, the Customer shall not disclose these codes to third parties.
- 2.15 The Customer may backup data in accordance with the standards of technology and make the necessary backup copies of the installed 8x8 Software and may make a backup copy of each licensed 8x8 Software product.
- 2.16 The Customer undertakes to maintain detailed records and a documentary archive which will enable Wavenet and/or 8x8 to carry out straightforward verification of the Customer's compliance with the terms and conditions of this Agreement.
- 2.17 The provisions of this clause 16 shall apply *mutatis mutandis* to updates, upgrades, patches or newer versions of the 8x8 Software which Wavenet make available to the Customer (e.g., to correct defects or in the course of customer service).
- 2.18 Wavenet reserve all rights not expressly granted.
- 2.19 Except as specifically set out in this clause 16 and other than for breach of obligations Wavenet have by statute that may not be disclaimed, Wavenet disclaim and exclude all other warranties, whether express or implied or otherwise, including but not limited to the

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warranties of description, design, non-infringement, satisfactory quality and fitness for a particular purpose, absence of harmful software code, or arising from any previous course of dealing, usage or trade practice.

2.20 Customers who take 8x8 services from Wavenet can find information regarding how their GDPR policy impacts you at <https://support.8x8.com/support-services/support/8x8-gdpr>

2.21 8X8 Software Reporting

2.21.1 Every day the 8x8 Software counts the maximum number of supported feature licences and records this usage. The highest of those counts per Reporting Period determines the number of feature licences for which The Customer will be invoiced.

2.21.2 The 8x8 Software requires permanent access to the internet to allow the 8x8 Software to send use reports to 8x8. The Customer shall ensure that the 8x8 Software is connected to the internet at all times.

2.21.3 If the 8x8 Software is not connected to the Internet properly or in case of any other reason for a disconnection and 8x8 is not able to collect use reports automatically, the 8x8 Software issues a notification to You. The use report must be successfully transmitted to 8x8 within 30 days after the first day of the disconnection with the internet. In case that 8x8 has not received the use report within these 30 days, the 8x8 Software will immediately stop working. The 8x8 Software can be reactivated by the reconnection with the internet. In some cases the reactivation may require service activities by trained service personnel. The incurred cost for the reactivation will be covered by the Customer.

2.21.4 In the case of more than six Zero Use Reports for a particular 8x8 Software product, we and/or 8x8 are entitled to deactivate that 8x8 Software product.

2.21.5 If the automatic process described in this clause 16 fails and a manual collection of usage information becomes necessary in order to prepare a use report, The Customer shall allow Wavenet and/or 8x8 on site access to the respective 8x8 Software. In this case we will not charge for the manual collection of usage information.

Appendix A - Supplementary Licensing Conditions for the Use of 8x8 Software by End Users

1. Software License

- 1.1. On the basis of the following terms, The Customer is granted usage rights for the software (a licence) either for an unlimited time in return for a one-off payment or limited in time in return for an ongoing fee. The Customer will receive this license exclusively within the framework of a separate contract, e.g. a software delivering contract, which is to be concluded separately, either with 8x8 or with a dealer authorized by 8x8.
- 1.2. 8x8 and its suppliers shall have all rights and title to the intellectual property of the Software. The Software is protected by both copyright acts and international treaties as well as by other acts and agreements on intellectual property. Use of the Software is only permitted within the scope of these contractual provisions.
- 1.3. Software Products, specifically third party Software or Open Source Software, may be subject to specific license terms of the respective licensor. Such specific license terms will be referred to during the installation routine or in the accompanying documentation. Any installation or use of the Software is subject to Your acceptance of those specific license terms. In the event that The Customer does not accept the specific license terms, The Customer is not entitled to use the Software. In this case, The Customer may, as your sole remedy, rescind the contract with regard to the relevant Software product. The Customer shall return the Software products and Documentation to us. We shall refund to the Customer the license fee paid for the relevant Software product.
- 1.4. Software shall only be licensed in machine-readable form. However, insofar as the terms of license for Open Source Software provide for provision of the source code, We shall make this available at Your request in return for corresponding reimbursement of expenses.
- 1.5. We may rescind the granting of the usage rights (license) as described in this document in writing in its entirety or with regard to a particular Software product if the Customer breaches material obligations arising from this document, in particular the terms of license below, and has not remedied this breach within 30 days after receipt of it's notice of such breach.

2. Definitions

- 2.1. Software includes the entire contents of the files and data media supplied to You. These include, among other things computer information and programs from 8x8 or third parties in object code and associated written explanatory material (documentation)
- 2.2. In addition, the term Software includes Updates, Upgrades, modified versions, supplements and copies of the Software.
- 2.3. Software products are the computer programs listed in the contract in object code format.
- 2.4. An Update is Software with the focus on bug fixing and if necessary, minor, functional supplements (e.g. additional drivers).
- 2.5. An Upgrade is a new version/functional expansion, if necessary with bugfixes for old versions, the licensing of which requires a valid license for a defined prior release.
- 2.6. Client Access License (or CAL) shall be used with the meaning as set forth under clause 3.4 below.

- 2.7. A Client employs the services of a server in a network in Your company. Depending on the type of functionalities which the Server Software provides, Clients may be, for example, users, agents, equipment, identities or communication channels, etc. The type and number of Clients with user rights are defined in the Agreement.
- 2.8. In contrast to Single-user Software, Server Software is a program which is installed on a server computer (host) and which Clients access to make use of the functionalities of the software.
- 2.9. Firmware means Single-user Software which is embedded in microcontrollers of various electronic devices (e.g. telephone terminals).
- 2.10. A Network License is a license which entitles the Customer to use the Software within Your network, as described in clauses 3.3 and 3.5 below.

3. Your usage rights

- 3.1. The Customer has the non-exclusive right to use the software licensed to the Customer as per the Agreement for internal purposes. To this end, in the case of Server Software the Customer may install a copy of the respective Software Product on a single server, provided that the maximum permissible number of processors per server is not exceeded when using multiprocessor servers.
- 3.2. In the case of data media which contain several Software products, the Customer shall only use the Software licensed for the Customer in the Agreement. The unbundling or repackaging of Software for sale or resale is not permitted.
- 3.3. If a license for Server Software is stipulated as a Network License in the Agreement, the Customer shall be entitled, by way of derogation from Clause 3.1, to install the Software on any number of servers within Your own network. The number of servers actively operated with this Software in Your network results from the number of licenses agreed, unless agreed otherwise in writing.
- 3.4. For every Client that accesses a server, dependent on the respective Software Product, a Client or Client Access License (hereinafter Client Access License or CAL) must be purchased for the corresponding server Software.
- 3.5. If CAL are stipulated as network licenses, by way of derogation from Clause 3.4 the number of Clients accessing the server Software simultaneously may not exceed the number of CALs agreed in the Network License.
- 3.6. For single-user Software, the Customer may install a copy of the respective Software Product on a single computer per license. In addition, the Customer may install a copy of the respective Software on a file server in Your own internal network in order to be able to download the Software to other computers in Your internal network up to an agreed number and to install it on them, provided that Single-user Software enables such an installation routine. Any other use of Single-user Software in a network is prohibited.
- 3.7. The Customer may not decompile or disassemble the Software, remove any program parts, undertake reverse engineering or otherwise try to derive the source code, except as provided by mandatory law.
- 3.8. The Customer shall for an unlimited time period keep the Software including copies and documentation confidential. This obligation also applies to the Software in revised, expanded or altered versions.
- 3.9. Without prior written permission by Wavenet the Customer may not lease, lend, sublicense the rights to the Software, give or assign it to third parties for

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use, copy the Software or permit copying of the Software either in part or whole, except in the cases expressly permitted in this document or permitted by Law. No entitlement to such a written consent exists. If the Customer received the software in return for a one-off payment, selling the Software and transferring the License is permitted only to the extent to which the Customer were originally entitled. In case of a permitted transfer the Customer ensures and warrant, that the third party accepts the obligations under this Appendix and that the Customer transfer the serial number(s), Software and other Software or hardware supplied or packed with the Software or preinstalled on it, including all copies, Updates and earlier versions to this natural person or legal entity, The Customer do not retain any copies, including backups and other copies stored on a computer. Upon transfer of the Software to the third party all usage rights previously granted to The Customer expire.

- 3.10. The Customer may backup data in accordance with the standards of technology and make one (1) backup copy of the licensed Software.
- 3.11. The Customer shall not remove alphanumeric identification characters, trademarks and copyright notices. With regard to authorized copying, the Customer shall copy it unaltered, give all the copies a consecutive number from which all the Software serial numbers are also to be inferred and record the whereabouts of all copies which 8x8 may examine on request. Mandatory copyright provisions shall be unaffected.
- 3.12. Provided that the Software requires activation, the Customer shall activate the Software within 30 days of its initial installation, only then is the installation complete. The necessary information for this must be entered by the Customer in the manner described in the installation sequence of the Software. After alterations have been made to the hardware, it may be necessary to reactivate the Software.
- 3.13. If activation does not take place within 30 days of initial installation, the Software may be disabled for further use upon expiry of this deadline. By entering a valid activation code which can be requested from Wavenet at any time upon proof of authorization, however, the Customer have the option of activating the Software again.
- 3.14. For standard Software, we shall provide documentation, e.g., for features, special functions, hardware and Software requisites, installation requirements, conditions of use and operation (hereinafter: user documentation). This may also be provided electronically, e.g., per provision in the internet.
- 3.15. Every supplementary program code (e.g., patch) which is made available to the Customer as part of a service or under warranty shall be subject to the conditions of this contract, unless otherwise agreed in an individual case.
- 3.16. Upon delivery and installation of Upgrade or migration versions of Software, the Customer shall have no further rights with regard to the replaced version. Existing copies shall either be destroyed by the Customer with evidence provided or returned to us.
- 3.17. For Firmware the provisions of this Clause 3 shall apply analogously, however, Firmware may only be used or passed on to third parties with the respective accompanying hardware.

4. Limited warranty

- 4.1. We give no guarantee that the software functions will satisfy Your requirements, that the software

products will work together in the selection that has been chosen, that they will run without interruption and faultlessly, or that all software faults can be removed.

- 4.2. Warranty claims and other liability claims and/or claims for the refund of expenses against Wavenet will only be available to the Customer to the extent that they have been agreed in a software licensing contract that has been concluded directly between The Customer and us. Other claims against us, irrespective of their legal basis, are excluded, unless liability is mandatory by law.
- 4.3. Otherwise, the warranty and liability conditions agreed within the framework of the software licensing contract concluded between the parties (see clause 1.1 above) will apply exclusively.

5. Legally ineffective terms

- 5.1. If individual terms are legally ineffective or are impracticable on legal grounds, the validity of these license conditions will not otherwise be affected. In such a case, the parties will conclude an agreement that replaces the term concerned with an effective term that is as equivalent to it as possible in economic terms.

6. Export permits

- 6.1. Our obligations are subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.
- 6.2. Subsidiary agreements must be made in writing.

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SCHEDULE 2 - RINGCENTRAL SERVICES

1. DEFINITIONS

1.1 Capitalised terms used in this schedule 2 shall have the following meanings for the purposes of this schedule only:

"Additional Calling Credits" means minutes for RingEX Services that can be purchased in addition to any Inclusive Minutes which are included in the relevant RingEX Tier purchased;

"Additional Charges" means any charges which the Customer may incur as a result of: (i) the activation of additional features; (ii) exceeding the agreed usage or storage thresholds; and/or (iii) any other usage;

"Additional Services" means any RingCentral Services which are added to an existing Customer Account;

"Administrative Portal" means the online administrative portal through which administrators can control settings and manage their accounts;

"Auto-Purchase" means the automatic addition of Calling Credits to the Customer Account when the combined usage of all End Users exceeds the total Inclusive Minutes associated with the relevant RingEX Tier (together with any pre-purchased Additional Calling Credits) or when an End User makes calls which attract Additional Charges. The value by which such Calling Credits will be added to the Customer Account is as specified in the Order, or if no amount is specified, then in increments of £20;

"Calling Credits" means any minutes available for use on a Customer Account, whether Inclusive Minutes, Additional Calling Credits or credits added using the Auto-Purchase feature;

"Contact Centre Services" means either RingCentral Contact Centre Services or RingCX Services as identified in the Order;

"Contact Centre Services Fee" means the fee payable in respect of the Contact Centre Services, including: (i) the licence fee per Seat; (ii) Usage, including any overage; and (iii) any other charges and fees as set out in the Order;

"Agreement Seats" means any Seats which are added for the duration, or remaining duration, of the Term other than On-Demand Seats;

"Current Term" means the Initial Term, or where the Initial Term has ended, the current Renewal Term;

"Customer Account" means the numbered account established by the Vendor and associated with the Customer and the RingCentral Services Services;

"End Points" means an application or device through which any End User might access and/or use any of the RingCentral Services Services, including Internet Protocol ("IP") desk phones, desktop clients, web clients, mobile applications, and/or software integrations;

"EULA" means the RingCentral Terms of Service which can be found at: <https://www.ringcentral.com/gb/en/legal.html>;

"Extension-to-Extension Calls" means calls made and received between End Points on the Customer Account with the Vendor, regardless of whether the calls are domestic or international;

"External Calls" means calls made to or received from external numbers on the PSTN that are not on the Customer Account with the Vendor;

"Inclusive Minutes" means the number of minutes included as standard with the relevant RingEX Tier specified in the Order. Domestic minutes are apportioned on a per End User basis and are pooled at an account level and free-phone minutes are apportioned per account;

"International Minutes" means RingEX Calling Credits specifically designated for international calls;

"Minimum Seats" means the number of Agreement Seats as identified in the Order and for which the Customer will be invoiced regardless of the use thereof;

"On-Demand Rate" means the charges payable in respect of On-Demand Seats which are invoiced at a per Seat premium in addition to the Contact Centre Services Fee;

"On Demand Seats" means Seats which can be added on an ad-hoc basis for as long as required and which may be removed during the Current Term;

"RingCentral Contact Centre Rate Card" means the rate card applicable to RingCentral Services Contact Centre Services which is available on request;

"RingCentral RingCX Rate Card" means the rate card applicable to RingCentral Services RingCX Services which is available on request;

"PSTN" means a public switched telephone network;

"Renewal Term" means 12 months;

"Restricted Person" means any person listed on or covered by any applicable list of sanctioned parties for export, import or financial transactions which is administered by the United States, United Nations, United Kingdom or European Union or other applicable foreign country;

"RingCentral Contact Centre Services" means a contact centre solution consisting of inbound and outbound media routing, queuing, and distribution, and related services, applications, and features;

"RingCX Analytics" means an analytics and business intelligence solution that uses a logical data model with enhanced metrics and attributes to offer accurate and detailed insights for improved contact centre performance and data-driven decision-making;

"RingCX Services" means a cloud-based, contact centre and omnichannel communications solution consisting of inbound and outbound voice media routing, queuing, and distribution as well as digital channel management, and related services, applications, and features;

"RingEX Services" means message video phone services;

"RingEX Tier" means the tier of service purchased from the available options as specified in an Order;

"Sanctions and Export Laws" means any law, regulation, statute, prohibition or wider measure relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures;

"Seat" means a licence for a single named person or concurrent users that use the Contact Centre Services;

"RingCentral Services" means the Services to be provided by Wavenet to the Customer in accordance with this schedule, as specified in an Order; and

"Usage" means the charges in respect of: (i) data storage; (ii) ports; and/or (iii) calls, including local, long-distance (UK national), international and toll-free or free phone calls as specified in the Administrative Portal and as updated from time to time and which form part of the Contact Centre Services Fee.

1.2 All other capitalised terms that are not defined in paragraph 1.1 shall have the meanings stated in the MSA, Service Specific Conditions for CCaaS or Service Specific Conditions for Supporting Services.

2. START DATE AND INITIAL TERM

2.1 The Start Date of the RingCentral Services shall be the date specified as such in the Order or, if no date is specified,

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the date on which Wavenet orders the RingCentral Services on behalf of the Customer.

2.2 The Initial Term for the RingCentral Services shall be as set out in the Order, or if no Initial Term is specified, 36 (thirty six) calendar months from and including the Start Date.

3. RENEWAL

3.1 Notwithstanding any provisions to the contrary set out in this Agreement, upon expiry of the Initial Term, the RingCentral Services shall automatically renew for the Renewal Term, and subsequent Renewal Terms thereafter, unless and until terminated by the Customer giving not less than 6 (six) months' prior written notice to Wavenet to terminate, such termination to be effective from the end of the Current Term.

4. LICENCE

- 4.1. The Customer shall and shall procure that all End Users comply at all times with the terms of the EULA.
- 4.2. The following provisions in the EULA shall be disregarded;
- 4.3. section 3 (Invoicing and Payment);
- 4.4. section 2.A. (Ordering);
- 4.5. section 2.E. (Service Duration);
- 4.6. section 4.B. (Customer Care);
- 4.7. section 6 (Termination);
- 4.8. section 14.B. (Assignment); and
- 4.9. section 14.P. (Publicity).

5. CHARGES

- 5.1. The Customer shall pay the Additional Charges as specified in the Administrative Portal, the RingCentral Contact Centre Rate Card, the RingCentral RingCX Rate Card or if no Additional Charges are specified, the Customer shall be liable for Additional Charges at the same rate at which Wavenet is charged for them by the Vendor
- 5.2. The Additional Charges will be invoiced monthly in arrears.

6. SOFTWARE UPDATES

- 6.1. Wavenet and/or the Vendor may push software updates and patches directly to the Customer and/or End Users' device(s) from time to time and the Customer will ensure that they are not prevented from doing so.
- 6.2. The Customer shall and shall ensure that all End Users promptly implement all fixes, updates, upgrades and replacements of Vendor and/or third party software that may be made available by Wavenet and/or the Vendor.
- 6.3. Neither Wavenet nor the Vendor shall be liable for any inoperability of the RingCentral Services or for any other service failures and/or knock-on effects which arise as a result of the Customer and/or End Users' failure to implement the required changes as set out in paragraph 6.1 above, in a timely manner.

7. CONTACT CENTRE SERVICES

- 7.1. The provisions of this paragraph 7 shall only apply if Contact Centre Services are selected on the Order.
- 7.2. The Contact Centre Services Fee will be invoiced on a per Seat basis provided that the Customer shall be invoiced for at least the Minimum Seats regardless of whether the Minimum Seats are being used or not.
- 7.3. The Customer may request Agreement Seats at any time during the Term of the Agreement and Wavenet may add

such additional Seats subject to the Customer paying additional Charges in accordance with paragraph 7.4.

- 7.4. Any Agreement Seats will be invoiced at the same rate as the Minimum Seats and the Contact Centre Services Fee will be adjusted accordingly from the date such Agreement Seats are added.
- 7.5. The Customer may add or remove On-Demand Seats as required on request to Wavenet and Wavenet may add or remove such On-Demand Seats subject to the Customer paying the On-Demand Rate in accordance with paragraph 7.6.
- 7.6. On-Demand Seats are invoiced at the On-Demand Rate based on the highest number of On-Demand Seats used in each billing cycle, regardless of how many days such On-Demand Seats are actually used for during that period.
- 7.7. Contact Centre Services do not provide the Customer with access to - emergency services and the Customer acknowledges and agrees that alternative arrangements will be required for placing emergency calls or sending emergency messages.

8. RINGCX ANALYTICS

- 8.1. The provisions of this paragraph 5 shall only apply if RingCX Services are selected on the Order.
- 8.2. Historical reporting data used in the provision of RingCX Analytics is retained for 1 (one) year from the date it is created, and is purged on a rolling basis on the 366th day after it is created. Longer retention periods are available upon request and are chargeable at the rate provided for in the RingCentral RingCX Rate Card.

9. GENERAL

- 9.1. The Customer confirms that neither it nor any End User is a Restricted Person nor is the Customer owned or controlled by any person that is a national, citizen or otherwise resident in any country that is the subject of export controls and/or economic sanctions.
- 9.2. The Customer shall immediately notify Wavenet if it or any End User becomes a Restricted Person or comes to be owned or controlled by any person that is a national, citizen or otherwise resident in any country that is the subject of export controls and/or economic sanctions.
- 9.3. If the Customer has any reason to believe that it or any End User may have taken action that would be in violation of any Sanctions or Export Laws then it shall immediately upon first becoming aware, and in any event, within 2 (two) Business Days, notify Wavenet of the potential violation.
- 9.4. Wavenet and/or the Vendor may terminate, suspend or modify the affected RingCentral Services in the event that any changes to Relevant Laws prohibit or otherwise materially interfere with their ability to provide the RingCentral Services in accordance with the Agreement. Where reasonably practicable Wavenet and/or the Vendor shall provide written notice to the Customer prior to any such termination, suspension, or modification.

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SCHEDULE 3 – CONTENT GURU SERVICES

1 DEFINITIONS

1.1 Capitalised terms used in this schedule shall have the following meanings for the purposes of this schedule only:

“Acceptance Criteria” means as defined in paragraph 5.1;

“Bar” “Barring” and “Barred” means the act of barring the Customer from making or receiving certain services on the Content Guru Services;

“CLI” means caller line identification, which is a facility that provides information to the recipient of a telephone call about the party making the call and consists of the caller’s line identity along with a privacy marking, which indicates whether the number can be shared with the recipient of the call;

“CLI Network Number” means a telephone number that unambiguously identifies the line identity of the fixed access ingress to the public electronic communications network, i.e. it identifies the point of ingress for a call into the network;

“CLI Presentation Number” means the telephone number that is displayed to the call recipient representing the identity of the caller, which can identify the individual making the call or the organisation that the individual is representing, for example where the individual caller is making a call from a line behind a PBX and/or is a number that can be used by the call recipient to make a return or subsequent call, but which may not necessarily identify the line identity of the geographic source of the call;

“Content Guru Services” means the Services to be provided by Wavenet to the Customer in accordance with this schedule, as specified in an Order;

“EULA” means the End User License Agreement as set out at Schedule 3.1 to these Specific Conditions;

“Kick Off Meeting” means as defined in paragraph 5.1;

“Mass Call Event” means the lesser of: (i) 4000 (four thousand) call attempts in a 15 (fifteen) minute period, or (ii) a number of calls, or attempted calls that exceeds, or is likely to exceed 50% (fifty percent) capacity of the Customer’s capacity, or Wavenet’s tenanted partition of the UC Application;

“Notice” means as defined in paragraph 7.6;

“Outbound Services” means the Outbound Services provided by Wavenet under these Specific Conditions and as set out in the Order, which may include outbound lines or calls;

“PBX” means private branch exchange, being the Customer’s internal private telephone exchange or switching system (if applicable) that performs the concentration of central office lines (or trunks) to provide intercommunication between a large number of telephone stations within the Customer’s organisation;

“Rate Card” means the tariff of Charges as referred to in the Order which may be updated by Wavenet from time to time;

“SMS” means short message service;

“Transactional Charges” means any transactional costs incurred by Wavenet, the Customer or the Customer’s users, agents or Agreementors in respect of the Content Guru Services that are charged to Wavenet, including but not limited to charges for inbound or outbound calls, SMS and/or any other usage charges;

“User Acceptance Testing” means as defined in paragraph 5.3; and

“UAT Signoff” means as defined in paragraph 5.3.

1.2 All other capitalised terms that are not defined in paragraph 1.1 shall have the meanings stated in the MSA, Service Specific Conditions for CCaaS or Service Specific Conditions for Supporting Services.

2 START DATE AND INITIAL TERM

2.1 The Start Date of the Content Guru Services shall be the date specified as such in the Order or, if no date is specified, from the earlier of:

2.1.1 the date of UAT Signoff by the Customer; or

2.1.2 the expiry of 10 (ten) Business Days from the date the Content Guru Services are made available to the Customer.

2.2 The Initial Term for the Content Guru Services shall be as set out in the Order, or if no Initial Term is specified, 36 (thirty six) calendar months from and including the Start Date.

3 LICENCE

3.1 The Customer shall comply at all times with the terms of the EULA, and shall procure that all End Users comply with the terms of the EULA.

4 CHARGES

4.1 The Transactional Charges shall be as set out in the Rate Card, or if the Transactional Charges are not specified, the Customer shall be invoiced for the Transactional Charges at the same rate at which Wavenet is charged for them by the Vendor.

4.2 The Transactional Charges will be invoiced monthly in arrears.

4.3 The Customer is responsible for all Transactional Charges including but not limited to those incurred as a result of fraudulent or unauthorised use of the Content Guru Services by its End Users and/or any third party (save that the Customer shall not be responsible for fraudulent and/or unauthorised use by Wavenet or its employees).

5 USER ACCEPTANCE TESTING

5.1 On or after the Start Date, the Customer Representatives will meet with Wavenet in person or remotely (at Wavenet’s option) to agree the acceptance criterion for the User Acceptance Testing (the “Acceptance Criteria”) and will agree a suitable timeframe for the delivery of the Content Guru Services (“Kick Off Meeting”).

5.2 If within 5 (five) Business Days of the Kick Off Meeting the Parties cannot agree suitable Acceptance Criteria, and/or a suitable timeframe and plan for the delivery of the Content Guru Services, Wavenet may: (i) acting reasonably, prepare a suitable Acceptance Criteria and delivery timeframe, and the Customer shall accept the same, or (ii) by notice in writing to the Customer, terminate the Agreement without any liability to the Customer.

5.3 Upon delivery of the Content Guru Services, the Customer shall within 2 (two) Business Days perform User Acceptance Testing in accordance with the Acceptance Criteria and shall notify Wavenet immediately of any material faults that may be discovered (“User Acceptance Testing”). If any fault is notified to Wavenet and accepted by Wavenet, Wavenet will rectify the fault and deliver the Content Guru Services to the Customer for re-testing.

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Following satisfactory completion of the User Acceptance Testing, the Customer shall sign to indicate acceptance of the Content Guru Services ("UAT Signoff"). If within 10 (ten) Business Days of the Content Guru Services being delivered to the Customer, the Customer has not raised any material faults, the Customer shall be deemed to have accepted the Content Guru Services and satisfied the requirements for UAT Signoff.

6 CLI PRESENTATION

6.1 Every call made using the Outbound Services must be associated with a CLI Network Number, which identifies the source of the call. Subject to certain restrictions under Relevant Law, the Customer may select a CLI Presentation Number that is different to the CLI Network Number and/or may choose to withhold the CLI Network Number.

6.2 The Customer warrants and undertakes that where it requests a CLI Presentation Number to be allocated to the Outbound Services that it is:

6.2.1 a valid telephone number that is in service and can be used to make a return or subsequent call and that uniquely identifies the caller; and

6.2.2 one that the Customer has authority to use, either because it is a number that has been allocated to the Customer or because the Customer has been given permission to use the number by a third party who has been allocated that number

6.3 The Customer warrants and undertakes that where it requests a CLI Network Number is withheld from the recipient of the call that it is entitled to do so under Relevant Law.

6.4 Wavenet may suspend or withdraw the CLI Presentation Number feature without liability to the Customer on notice in writing to the Customer where: following the configuration change the Customer fails to make at least one test call within 20 (twenty) Business Days;

6.4.1 the Customer reverses the configuration change;

6.4.2 the Customer's CLI Presentation Number is inaccurate or otherwise in breach of paragraph 6.2, Relevant Law and/or any relevant regulatory codes of practice or guidance relating to the use of CLI;

6.4.3 the CLI Presentation Number is connected to a revenue sharing number that generates excessive or unexpected call charges or the feature is otherwise being misused in any way;

6.4.4 at the request of a relevant regulator; or

6.4.5 where the Customer has not used the relevant Outbound Services in the previous 6 (six) months.

7 GENERAL

7.1 Wavenet (or the Vendor) reserves the right to make any modification, change, addition to or replacement of any part of the Content Guru Services at any time to make the Content Guru Services available in the normal course of running its business or otherwise to comply with Relevant Laws.

7.2 Unless otherwise stated in the Order, the Content Guru Services are provided with a Bar on outbound

calls, or SMS transactions to non-geographic numbers, premium rate numbers, or international numbers.

7.3 Wavenet makes no warranty for performance levels or availability of the relevant Content Guru Service. Wavenet will use its reasonable endeavours (but cannot guarantee) to provide uninterrupted access to the Content Guru Services.

7.4 The Customer shall take such steps as may be reasonably necessary to maintain access to the Content Guru Services, and in particular to ensure that sufficient lines and IP connectivity, ports and other apparatus are ordered to meet all reasonably expected demand.

7.5 If at any time, for reasons outside the reasonable control of the Customer, the number of calls or attempted calls to the Content Guru Services causes or is likely to cause congestion or other disruption to the Content Guru Services or any other user of the relevant CCaaS Application, or otherwise compromise the availability or use of the CCaaS (or any part of it), Wavenet may immediately suspend, Bar or restrict access to the affected part of the Content Guru Services, provided that Wavenet shall use reasonable endeavours to work with the Vendor to identify an alternative solution to reduce and/or limit the impact of the congestion or disruption in an effort to avoid the need to take such steps.

7.6 The Customer shall not without Wavenet's prior written consent, host, facilitate or hold any Mass Call Events. The Customer shall provide to Wavenet at least seven (7) Business Days prior written notice of its intention to hold a Mass Call Event ("Notice"). Following receipt of the Notice Wavenet may, at its complete discretion approve or reject the request. Wavenet shall not be liable to the extent that any disruption to the Customer's systems could reasonably have been avoided or reduced by the Vendor implementing system controls or processes which might be expected in accordance with Good Industry Practice

7.7 The Customer will allow Wavenet and/or the Vendor access to its premises and systems and use all reasonable endeavours to procure access to any relevant third party premises for the Customer and/or the Vendor, as may reasonably be required by Wavenet to enable Wavenet to perform its obligations under the Agreement, at no cost to Wavenet and/or the Vendor.

7.8 The Customer agrees it shall not gain access to, or attempt to gain access to, or facilitate another to gain access to any restricted areas of the UC Application which are notified to the Customer as being restricted areas, or which the Customer ought to reasonably know are restricted areas.

7.9 The Customer shall ensure that any data stored on the Content Guru Services is appropriately backed-up to protect it from loss or damage. Wavenet shall not be liable for any loss suffered by the Customer in relation to any loss to or interference with, or corruption of any information or data.

7.10 The Customer shall ensure that all location information (including address information, CLI information and associated site address) is up-to-

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date and accurate in all respects, and that all necessary equipment is configured to present CLI that correctly corresponds to the site so that Wavenet is able to provide accurate location information to the emergency services. The Customer shall immediately notify Wavenet in the event such location information changes. The Customer agrees to indemnify and hold harmless Wavenet from and against all costs, expenses, damages and liability (whether direct or indirect) which Wavenet may suffer as a result of the Customer's failure to comply with this paragraph 7.10, including where such failure results in the emergency services being dispatched to a location other than the location from which the call to 999 or 112 originated. The Customer shall ensure that End Users comply with any requirements of Wavenet in relation to the use of the Content Guru Services.

- 7.11 The Customer shall provide any information, access to premises and/or other co-operation reasonably required by Wavenet in connection with the provision of the Content Guru Services.
- 7.12 The Customer shall and shall ensure that its End Users use the Content Guru Services in accordance with Relevant Laws, codes of practice, regulations and any licence applicable to Wavenet, the Vendor, the Customer or the End User, as applicable.
- 7.13 The Customer shall not use and will ensure that its End Users do not use the Content Guru Services:
 - 7.13.1 for transmission of material which is defamatory, offensive, abusive or of an obscene or menacing character;
 - 7.13.2 in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality);
 - 7.13.3 in a manner that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect; in a manner which allows third parties to interfere with or corrupt the Content Guru Services and/or Wavenet's (or Vendor's) system in any way;
 - 7.13.4 in a manner which materially affect the quality of services provided by Wavenet or which may adversely affect the CCaaS Services;
 - 7.13.5 in a manner contrary to Content Guru's EULA; or
 - 7.13.6 in any other way which is in breach of Relevant Laws or any other instruction or direction of Wavenet.
- 7.14 The Customer shall provide Wavenet with reasonable (and in any event not less than 7 (seven) days) notice of any increase in End User traffic levels which may affect the End User's use of the Content Guru Services.
- 7.15 Wavenet may upon 3 (three) days prior written notice suspend the provision of the Content Guru Services (in whole or in part) without liability to the Customer if:

- 7.15.1 such suspension is reasonably necessary to enable Wavenet (or the relevant Vendor) to comply with Relevant Laws, an order, instruction or request of a legal or regulatory authority (including without limitation OFCOM); and/or
- 7.15.2 Wavenet (or the relevant Vendor) needs to carry out work relating to upgrading or maintenance of the Content Guru Services.
- 7.16 Wavenet shall have the right to terminate this Agreement without liability to the Customer in the event that:
 - 7.16.1 It is obliged to do so in order to comply with an order, instruction or direction received from Ofcom or any other competent authority to cease to facilitate or allow the provision of the Content Guru Services;
 - 7.16.2 the licence or any licence under which Wavenet (or the relevant Vendor) has the right to run a telecommunications system and connect it to Wavenet (or relevant Vendor) network is revoked, amended or otherwise ceases to be valid and has not been replaced by another licence conferring such right;
 - 7.16.3 the Customer shall be suspected of fraud or misconduct in respect of the Content Guru Services; or
 - 7.16.4 the Content Guru Services are no longer to be provided by Wavenet for any reason whatsoever.

Schedule 3.1

Capitalised terms used in this EULA shall have the following meanings for the purposes of this EULA only:

"Services" means the Content Guru Services; and
 "Content Guru" means the relevant Vendor.

EULA

This End User Licence Agreement ("EULA") is a legal agreement between you (Licensee or you) and Wavenet (Licensor, Reseller, us or we) for cloud multi-channel communication services run on the storm platform (Services). You purchased access to the Services from us. We act as a duly appointed reseller partner on behalf of Content Guru. We license use of the Services to you under the terms of this EULA. We do not sell the Services to you. Content Guru remains the owner of the Services at all times.

1 DEFINITIONS

- 1.1 "Affiliates" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
- 1.2 "Add-ons" are additional features, functionalities and services.
- 1.3 "Authorised Users" means Licensee's named employees and representatives for whom access to the Service has been expressly granted under a Reseller Order and this EULA.
- 1.4 "Documentation" means any service specification(s), user guides and/or instructions as may be provided to you by Licensor under any Reseller Order or this EULA from time to time.
- 1.5 "Licensee Data" means any electronic data, information or material provided or submitted by or for Licensee or its Authorised Users into the Service, excluding existing content and non-Licensor Applications.

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1.6 "Licensee Materials" means all documents, information, items and materials in any form, whether owned by the Licensee or a third party, which are provided by the Licensee to the Licensor in connection with the Services.

1.7 "Malicious Code" means code, files, scripts, agents or programs intended or likely to cause harm, including, for example, viruses, worms, time bombs and Trojan horses.

1.8 "Non-Licensor Application" means a web-based, mobile, offline or other software application functionality, including but not limited to open source, freeware, shareware or similar software that interoperates with the Service that is provided by Licensee or a third party.

1.9 "Planned Mass Contact Event" means four thousand (4000) or more call attempts in any fifteen (15) minute period. A Planned Mass Contact Event is any event which can be reasonably predicted for a date at least a month in advance of the event or constitutes a controlled load test which can be scheduled on an agreed date between the Parties.

1.10 "Reseller Order" means an order placed by the Licensee with the Reseller for the delivery of the Services.

1.11 "Unplanned Mass Contact Event" means any event that is not a Planned Mass Agreement Event whereby an increase in traffic results in concurrent contact volumes more than doubling in terms of the number of agent or machine agent licences required versus those purchased which results in queues which significantly outweigh reasonably expected capacity.

2. GRANT AND SCOPE OF LICENCE, MINOR CHANGES AND UPDATES

2.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable, revocable licence to use the Services in the UK on the terms of this Licence for the duration of the Reseller Order or until terminated in accordance with the Reseller Order or this EULA.

2.2 Provided you comply with the provisions in condition 3, you may access and use the Services for the agreed purpose only and for the number of concurrent Authorised Users agreed between us. You will use the Services only in accordance with any Documentation as may be provided to you by Licensor under any Reseller Order or this Licence from time to time.

2.3 Licensee shall take such steps as are reasonably necessary to ensure access to the Services and in particular to ensure that sufficient lines, ports and other apparatus are ordered to meet all reasonably expected demand therefor.

2.4 We may update or require you to update the Services, provided that the Services shall always match the description that we provided to you before you purchased the Services under the Reseller Order.

2.5 You may receive and use supplementary software code or updates of the Services incorporating "patches" and corrections of bugs or errors as may be provided by the Licensor from time to time.

3. RESTRICTIONS

3.1 The Licensee and its Authorised Users shall not access or use the Services except as otherwise expressly permitted or contemplated by this EULA. For the purpose of clarity and without limiting the generality of the foregoing, Licensee and its Authorised Users shall not:

3.1.1 Allow access to the Services or otherwise make any Services available to anyone other than the Licensee or Authorised Users, or use any Services for the benefit of

anyone other than Licensee or its Affiliates, unless expressly stated otherwise by the Licensor in writing;

3.1.2 Modify, translate, adapt, alter or create derivative works of the Services;

3.1.3 Copy, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise exploit or make available the Services to any person or third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

3.1.4 Bypass, breach or attempt to bypass or breach any security device or protection used by or incorporated into the Services;

3.1.5 Use the Services to store or transmit infringing, libellous, malicious or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;

3.1.6 Input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit or activate any Malicious Code;

3.1.7 Interfere with or disrupt the integrity or performance of any Services or Licensor or third-party data contained therein;

3.1.8 Attempt to gain unauthorised access to any Services or its related systems or networks;

3.1.9 Permit direct or indirect access to or use of any Services in a way that circumvents any Agreemental usage limit, or use any Services to access or use any intellectual property except as permitted under this EULA; Frame or mirror any part of any Services other than framing on Licensee's own intranets or otherwise for its own internal business purposes;

3.1.11 Except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Services or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Services, (3) copy any ideas, features, functions or graphics of the Services, or (4) determine whether the Services are within the scope of any patent;

3.1.12 Access the Services in source code form; or

3.1.13 Otherwise use the Services in any unlawful manner.

3.2 The Licensor may monitor the Services to prevent or detect any violation of this EULA. Any violation of this Licence shall constitute a material breach of this EULA and the Reseller Order which, without limitation to its other rights and remedies under this EULA or at law, shall entitle the Licensor to immediately revoke the Licence and terminate this EULA.

4. OBLIGATIONS

4.1 The Licensee shall take such steps as are reasonably necessary to ensure access to the Services and in particular to ensure that sufficient lines, ports and other apparatus are ordered to meet all reasonably expected demand therefor.

4.2 The Licensor shall have the right in its absolute discretion to suspend, bar or restrict access to the Services if at any time:

4.2.1 Content Guru or Licensor is directed by Ofcom or other competent authority (whether directly or indirectly), to cease to facilitate or allow the provision of the Services; or

4.2.2 the number of calls or attempted calls to the Licensee causes or is liable to cause congestion or other disruption within any part of the Licensor systems or network.

4.3 In the event of any Planned Mass Contact Event, the Licensee shall provide the Reseller with a minimum of 48

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hours prior written notice in the manner agreed between the Licensor and Licensee from time to time.

4.4 Should any Unplanned Mass Contact Event transpire, we will notify you promptly in writing should the situation require corrective action(s) to be taken including, without limitation, reducing the inbound rate of contact delivery in order to protect shared elements of the Services and other customers on the network.

4.5 The Licensee acknowledges and accepts that the ability to make calls to the Emergency Services may be adversely affected in cases where Licensee uses the Services to make outbound calls over the internet. The Emergency Services may not receive accurate information on the location of callers, or calls may fail due to power or internet connection failures. The Licensor accepts no liability for the failure of such calls and Licensee should therefore ensure that all users are aware of these limitations and have alternative means of accessing the Emergency Services.

4.6 The Licensee shall ensure that (where appropriate to do so under applicable law): all location information (including address information, Caller Line Identification (CLI) and associated site address) is up-to-date and accurate in all respects; and that all necessary equipment is configured to present a CLI that correctly corresponds to the correct site so that the Licensor is able to provide accurate location information to the Emergency Services. The Licensee shall promptly update the Licensor in the event such location information changes. The Licensee accepts full responsibility for failure to comply with its obligations under this Clause 4.6 and agrees to indemnify the Licensor in full for, and save the Licensor harmless from and against, all costs, expenses, damages, liabilities and losses (whether direct or indirect) of any kind, including (without limitation) any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Licensor as a result of or whatsoever related to the Emergency Services being dispatched to a location other than the location from which the call to the Emergency Services originated as a result of the Licensor's failure to comply with its obligations under this Clause 4.6.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Licensor hereby grants the Licensee, in accordance with this EULA and during the term of the Reseller Order, a non-exclusive, non-transferrable, revocable licence to use the Services or other material provided by the Licensor to the extent necessary to access the Services.

5.2 The Licensee hereby grants the Licensor a fully paid-up, non-exclusive, non-transferable, royalty-free licence to access, use, copy and/or modify the Licensee Materials for the term of this EULA for the purpose of providing the Services to the Licensee.

5.3 All intellectual property rights belonging to a party prior to the date of the Agreement ("Pre-Existing IPR") shall remain with, and vested in, that party and shall not be assigned hereunder. Any use of either party's Pre-Existing IPR other than as expressly described in this EULA requires prior written approval from the owning party.

5.4 Any new intellectual property rights created under this EULA ("New IPRs") will belong to the Licensor. The Licensor will grant to the Licensee a non-exclusive, non-transferable, revocable licence to use any New IPRs for the term of the Reseller Order.

5.5 The Licensee hereby grants the Licensor and its respective Affiliates and assigns a non-exclusive, non-transferable,

royalty-free, revocable right to use the name, any logo or trademark of the Licensee in any advertising or promotional materials, including the Licensor's (and its Affiliates and assigns) websites, related to the promotion of the Licensor's products and services, at all times subject to the Licensor obtaining the Licensee's prior written consent of such use and the proposed content.

6. CUSTOMER DATA

6.1 Licensor will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Licensee Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorised access to or disclosure of Licensee Data (other than by Licensee or Authorised Users).

6.2 Licensor will process Customer Data under this EULA in accordance with applicable data protection and privacy laws, subject at all times to the Licensor's regulatory, audit and retention requirements.

6.3 Licensee grants Licensor, its Affiliates and applicable Agreementors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-Licensor Applications and program code created by or for Licensee using a Service or for use by Licensee with the Services, and Licensee Data, each as appropriate for Licensor to provide and ensure proper operation of the Services and associated systems in accordance with this EULA. If Licensee chooses to use a Non-Licensor Application with the Services, Licensee grants Licensor permission to allow the Non-Licensor Application and its provider to access Licensee Data and information about Licensee's usage of the Non-Licensor Application as appropriate for the interoperation of that Non-Licensor Application with the Services. Subject to the limited licenses granted herein, Licensor acquires no right, title or interest from Licensee or its licensors under this EULA in or to any Licensee Data, Non-Licensor Application or such program code.

6.4 Licensee will comply with all applicable data protection and privacy laws when accessing the Services under this EULA.

7. THIRD PARTY PRODUCTS

7.1 Licensor makes no representations, endorsements, guarantees, or warranties, express or implied, with respect to the Services or any Add-ons, including but not limited to the continuing availability of such Add-ons or the continuing ability to use and integrate the Service with such Add-ons. Licensor is not responsible for any disclosure, modification or deletion of Licensee Data caused by an Add-on or its provider. Licensor does not warrant or support Add-ons or other Non-Licensor Applications, whether or not they are designated by Licensor as "certified" or otherwise. Licensor is not responsible for any disclosure, modification or deletion of Licensee Data resulting from access by such Add-on, Non-Licensor products or services or its provider. The Services may contain features designed to interoperate with Non-Licensor Applications. Licensor cannot guarantee the continued availability of such service feature(s), and may cease providing them without entitling Licensee to any refund, credit, or other compensation if, for example and without limitation, the provider of a Non-Licensor Application ceases to make the Non-Licensor Application available for interoperation with the corresponding service feature(s) in a manner acceptable to Licensor.

8. LIABILITY AND INDEMNIFICATION

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8.1 Except in relation to death or personal injury caused by the negligence of the Licensor or any other liability which may not be excluded or limited at law, the Licensor shall not be liable to the Licensee for loss of profits, loss of Agreements or any indirect or consequential loss arising from negligence, breach of Agreement or howsoever caused. The Licensor's total liability under this EULA in aggregate shall be limited to the annual fees payable by the Licensee to the Reseller under the Reseller Order for the provision of the Services in accordance with this EULA.

8.2 Licensee will defend, indemnify, and hold Licensor harmless from and against all claims, demands, actions, suits, discovery demands, including, without limitation, third party subpoenas, government investigations or enforcement actions brought against Licensor by a third party and any damages, liabilities, losses, settlements, judgments, costs and expenses (including, without limitation, attorney's fees and costs) related thereto alleging that:

8.2.1 Licensee's use of any feature of the Services is in violation of Licensee's Agreemental, regulatory, or other legal obligations;

8.2.2 Licensor's alleged use of any Licensee Data as permitted by this EULA infringes or misappropriates:

(a) a third party's intellectual property rights, or

(b) a Non-Licensor Application provided by Licensee; or

8.2.3 The combination of any Non-Licensor Application provided by Licensee and used with the Services, infringes or misappropriates any third party's intellectual property rights; or

8.2.4 Provided that Licensor (a) promptly gives Licensee written notice of the claim against Licensor, (b) gives Licensee sole control of the defence and settlement of the claim against Licensor (except that Licensee may not settle any claim against Licensor unless it unconditionally releases Licensor of all liability and makes no admission of liability on behalf of the Licensor), and (c) gives Licensee all reasonable assistance, at Licensee's expense. The above defence and indemnification obligations do not apply if a claim against Licensor arises from Licensor's breach of this EULA.

8.2.5 These terms shall take effect from the point at which the Reseller makes the Services available to you, and shall govern all and any use of the Services and storm platform by you and your Authorised Users.

SERVICE SPECIFIC CONDITIONS FOR CCaaS

SCHEDULE 4 – CIRRUS SERVICES

This schedule 4 governs the Cirrus Services that may be provided by Wavenet under an Order, together with any other document or terms and conditions referred to in the Order including but not limited to the Service Specific Conditions for CCaaS and the MSA, which shall be deemed to be incorporated into the Agreement for the performance of any Cirrus Services provided under this schedule 4.

The Cirrus Services shall only benefit the Customer if they are referred to as being part of the Agreement in the Order.

1 DEFINITIONS

1.1 Capitalised terms used in this schedule shall have the following meanings for the purposes of this schedule only:

“CCaaS” means contact centre as a service;

“Cirrus Services” means the CCaaS, telecommunications and electronic communications service(s) supplied by Wavenet as further defined in the Order as updated from time to time; and

“Hardware” means any equipment used by the Customer and/or its End Users to obtain the Cirrus Services.

2 FLOW DOWN TERMS

2.1 Wavenet (or the relevant Vendor) reserves the right to make any modification, change, addition to or replacement of any part of the Cirrus network or Cirrus Services at any time to make the Cirrus Services available in the normal course of running its business or otherwise to comply with Relevant Laws.

2.2 The Customer shall be solely responsible for the Hardware used by the Customer and/or its End Users to use the Cirrus Services (unless the same is supplied by Wavenet under Service Specific Conditions for the Supply of Products and Wavenet shall not be liable or responsible for any such Hardware).

2.3 The Customer shall ensure that End Users comply with any requirements of Wavenet in relation to the use of the Cirrus Services.

2.4 The Customer shall provide any information, access to premises and/or other co-operation reasonably required by Wavenet in connection with the provision of the Cirrus Services.

2.5 The Customer shall be liable to Wavenet for set-up charges, monthly rental charges, usage charges and charges for calls as set out in Order and as updated from time to time. The Customer shall be liable for all Charges incurred in respect of the Cirrus Services and, in the case of usage-based Cirrus Services, the Customer is responsible for all usage Charges even if the same are incurred as the result of fraudulent or unauthorised use of Cirrus Services by its End Users and/ or any third party (except that Customer shall not be responsible for fraudulent or unauthorised use by Wavenet or its employees).

2.6 The Customer shall and shall ensure that its End Users use the Cirrus Services in accordance with Relevant Laws and any licence granted thereunder which governs the running of a CCaaS, telecommunications or electronic communications system.

2.7 The Customer does not use and will ensure that its End Users do not use the Cirrus Services:

2.7.1 for transmission of material which is defamatory, offensive, abusive or of an obscene or menacing character;

2.7.2 in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality);

2.7.3 in a manner which allows third parties to interfere with or corrupt the Cirrus Services and/or Wavenet’s (or relevant Vendor’s) system in any way;

a. or contrary to Cirrus’ acceptable use policy available on Cirrus’ website (www.cirrusresponse.com) from time to time; or

b. in any other way which is in breach of Relevant Laws or any other instruction or direction of Wavenet.

2.8 The Customer shall provide Wavenet with reasonable (and in any event not less than 7 (seven) days) notice of any increase in End User traffic levels which may affect the End User’s use of the Cirrus Service

2.9 Wavenet may upon 3 (three) days prior written notice suspend the provision of the Cirrus Services (in whole or in part) if:

2.9.1 such suspension is reasonably necessary to enable Wavenet (or the relevant Vendor) to comply with an order, instruction or request of a legal or regulatory authority (including without limitation OFCOM); and/or

2.9.2 Wavenet (or the relevant Vendor) needs to carry out work relating to upgrading or maintenance of the Cirrus network.

2.10 Wavenet shall have the right to terminate this Agreement in the event that:

2.10.1 the licence or any licence under which Wavenet (or the relevant Vendor) has the right to run a telecommunications system and connect it to Wavenet (or relevant Vendor) network is revoked, amended or otherwise ceases to be valid and has not been replaced by another licence conferring such right;

2.10.2 the Customer shall be alleged guilty of fraud or misconduct in respect of the Cirrus Services; or

2.10.3 the Cirrus Services are no longer to be provided by Wavenet for any reason whatsoever.

2.11 Unless specified otherwise in the Order, the Customer will receive 4000 (four thousand) minutes per licence per full month (pro rata for a part month), inbound and outbound, including IVR and queue time, subject to the following conditions:

2.11.1 agent minutes are aggregated to provide a monthly allowance;

2.11.2 the following outbound destinations are included: UK – 01 / 02 / 03; and

2.11.3 major mobiles O2, Vodafone, EE, 3 (FM1, FM2, FM3, FM4, FM5 and FM6); and

2.11.4 if the Customer exceeds the total usage pool allowed in any given month, minutes above the monthly allowance are charged at Wavenet’s standard rates as updated from time to time.