

SCHEDULE 3.4(A) – CLOUD PBX SERVICES

1. APPLICATION

- 1.1 This schedule contains a description of the **Cloud PBX Services** and forms part of the Agreement between the Parties for the provision of Services together with the **General Conditions** and other documents listed at clause 1.4 of the **General Conditions**.
- 1.2 Definitions and interpretations that are specific to this Schedule are set out in **Annex 1** and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the **General Conditions**.

2. SERVICE DESCRIPTION

- 2.1 The Supplier will provide the Customer with either a cloud-based voice over internet (VoIP) service or a combination of the cloud-based voice over internet (VoIP) service with an on-site PBX, as set out in the applicable **Order** and hereinafter defined as “**Cloud PBX Services**”.
- 2.2 The Supplier shall, where stated on the **Order**, provide the Customer with additional features to facilitate the management of the Cloud PBX Services, which are separately chargeable in accordance with the Supplier’s current Tariffs and may include one or more of the following:
- 2.2.1 Cloudya;
 - 2.2.2 International Numbers;
 - 2.2.3 NMonitoring Queues;
 - 2.2.4 ICS Record;
 - 2.2.5 Nvoice for Microsoft Teams;
 - 2.2.6 NeoRecording;
 - 2.2.7 Nhospitality;
 - 2.2.8 XCAPI VoIP Interface;
 - 2.2.9 CC Hub;
 - 2.2.10 Nconnect Voice; and
 - 2.2.11 Recording Insights for Nvoice for MS Teams Service Description
- hereinafter defined as “**Additional Services**”. Detailed descriptions of the Additional Services can be found in **Annexes 2 to 12**.
- 2.3 The Supplier will provide and manage the Cloud PBX Services as set out in this Schedule and as set out in the Order, up to the Hub, or if the Customer does not use a Hub, up to the Network Terminating Unit “**Cloud Voice Support Boundary**”.
- 2.4 The Supplier has no responsibility for the Cloud PBX Services outside of the Cloud Voice Support Boundary.

3. HARDWARE

- 3.1 This paragraph 3 is supplemental to clause 4 of the **General Conditions** and shall only supersede it in the event of express conflict.
- 3.2 The Supplier makes no representations, whether expressed or implied, about whether the Cloud PBX Services will operate in combination with any Customer Equipment or other equipment and software not provided by the Supplier specifically for use with the Services.
- 3.3 The Supplier’s responsibility for any Hardware supplied to the Customer, is purely to support the Cloud PBX Services. Connection of the Cloud PBX Service to an End User LAN and any other Customer Equipment shall be the responsibility of the Customer.
- 3.4 If a Cloud PBX Service subject to a Minimum Term is terminated by the Customer prior to the expiry of the

Minimum Term, title to any Hardware or Free of Charge Hardware shall pass to the Customer on payment by the Customer of all Charges payable to the Supplier in respect of the Cloud PBX Service and Early Termination Charges.

- 3.5 In the event of loss or damage to any Hardware (excluding normal wear and tear) prior to title passing to the Customer, the Supplier shall be entitled to invoice the Customer with the cost to the Supplier of replacement Hardware and the Customer shall pay any such invoice in accordance with paragraph 10 of this Schedule and clause 6 of the **General Conditions**.
- 3.6 Hardware supplied for use with the Cloud PBX Services cannot be used with any other service and the Supplier is under no obligation to adapt any Hardware for general use at any time either before or after title passes to the Customer.

4. CALLS

- 4.1 Calls shall be charged in accordance with the Supplier’s **Tariffs** applicable from time to time unless otherwise stated on the **Order**.
- 4.2 Where stated on the **Order** the Supplier shall provide the Customer with:
- 4.2.1 a pricing package charged at a fixed price with inclusive of minutes (“**Call Bundle**”);
 - 4.2.2 a bespoke tariff whereby the tariffs charged are dependent upon the Customer’s Committed Spend as set forth in the Order (“**Tariff Package**”); and/or
 - 4.2.3 a package of services, which includes Licenses, Call Bundles and/or Additional Services for a fixed price (“**Call Package**”).
- 4.3 Where the Supplier does not provide the Customer with a Call Bundle, or where the minutes of the Call Bundle have been used in full, the Supplier will charge the Customer for calls in accordance with its standard **Tariffs** applicable from time to time.
- 4.4 The services detailed in paragraphs 4.1 to 4.11 inclusive are hereinafter defined as “**Call Services**”.
- 4.5 The Supplier will support Voice Calls to all UK, mobile and international destinations. Call barring is available for the following destinations:
- 4.5.1 UK national - 01,02,03;
 - 4.5.2 UK mobile – 07;
 - 4.5.3 UK Premium Rate – 09
 - 4.5.4 International – 00, 115;
 - 4.5.5 Directory Enquiries – 118;
 - 4.5.6 Allow freephone calls
 - 4.5.7 Allow 084;
 - 4.5.8 Allow 087.
- 4.6 In addition to call barring options listed above, a full Customer level bar is available with the option to either bar calls, but allow a primary or secondary number, or transfer all outgoing calls to a primary or secondary number.
- 4.7 If utilising the system outside of the UK with a requirement to call local in country numbers, then the full international dialling code will be required.
- 4.8 Non-geographic numbers (e.g. 0845, 0844, 0870 and 0871) cannot be added or used within the Cloud PBX Services. If use of a non-geographical number is required, the Supplier can arrange for a translation product so that a non-geographical number points to a geographical number.
- 4.9 The Cloud PBX Service does not support the following call services:

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- 4.9.1 analogue phones and devices, although a terminal adapter box can be used to connect these if required;
- 4.9.2 ISDN data calls;
- 4.9.3 numbers not allocated in the web portal; and
- 4.9.4 International number presentation (i.e. the Supplier cannot guarantee presentation of a UK CLI across International.
- 4.10 Where the Supplier provides the Customer with a telephone number(s) for use with the Cloud PBX Services, nothing in this Agreement transfers or otherwise grants the Customer any legal, equitable or other right in any CLI or dialling code provided.
- 4.11 The Supplier shall, where applicable, provide the Customer with the facility to make or receive a Call (or both) using a PBX and a suitably enabled Access Service, subject to correct dimensioning (including the number of channels) of the Access Service to support the Customer's voice and data usage and/or the configuration and performance of the Equipment.
- 5. CUSTOMER OBLIGATIONS**
- 5.1 Before the Commencement Date and where applicable, during the Term of this Agreement, the Customer shall:
- 5.1.1 confirm that telephone numbers to be taken over by the Supplier are free from rights of third parties which restrict such takeover;
- 5.1.2 confirm that the information provided by the Customer to the Supplier is correct and complete;
- 5.1.3 notify the Supplier of any changes in respect of the data provided by the Customer. This includes but is not limited to the Customer's name and address as well as email, telephone and fax numbers of the Customer's service contact;
- 5.1.4 not use the Cloud PBX Service to transmit any content in breach of Applicable Law;
- 5.1.5 ensure that the Cloud PBX Services are not used either by the Customer (including the Authorised Users) or any third party for any fraudulent, criminal, defamatory, offensive, obscene or abusive purpose or so as to constitute a violation or infringement of the rights of the Supplier or any third party;
- 5.1.6 comply with all Applicable Laws and all reasonable instructions from the Supplier in relation to the Customer's use of the Cloud PBX Service;
- 5.1.7 keep any passwords provided by the Supplier to access the Cloud PBX Service strictly confidential and shall promptly notify the Supplier if it becomes aware any unauthorised third party becomes aware of such password;
- 5.1.8 inform employees and members of staff that calls to Emergency Services may require first dialling (9) as a prefix in order to access an external line;
- 5.1.9 inform employees and members of staff that calls to Emergency Services are not available during power cuts and network outages;
- 5.1.10 inform the Supplier of any changes to any Site(s) address and/or access details stored in MyPortal and ensure that this information is up to date; and
- 5.1.11 check voice mail messages at regular intervals, and in any event at least every four (4) weeks. The Supplier reserves the right to delete personal messages if the
- Capacity Limits within the relevant Tariff have been exceeded.
- 5.2 The Customer acknowledges and accepts that a failure to comply with paragraph 5.1.10 to will result in incorrect address information being made available to Emergency Services and consequently may mean that Emergency Services are unable to locate the Customer and/or its Authorised User(s).
- 5.3 The Customer will allow installs of new versions of any Third-Party Software and shall ensure the Cloud PBX Services and/or the Additional Services comply with relevant specifications of any third-party design documentation which will be provided to the Supplier from time to time.
- 5.4 If the Customer fails to comply with the obligations set out at paragraphs 5, 6, 7 and 9, the Supplier and/or the Third-Party Supplier cannot guarantee proper service provision or quality of service and the Customer will be in breach of the Agreement.
- 5.5 If, as a result of the Customer's negligence or default, a third party obtains any password supplied to the Customer, the Customer shall be liable for all Charges incurred from use of such password.
- 5.6 In the case of a serious breach of the obligations under this Schedule by the Customer or if the Customer fails to prevent a security breach by a third party (having been warned by the Supplier within a reasonable period about such security risk) the Supplier shall be entitled to terminate this Agreement.
- 6. SERVICE CONDITIONS**
- ASSOCIATED SERVICES**
- 6.1 To enable the Supplier to fulfil its obligations under this Agreement the Customer shall have the following services in place that will connect to and are necessary for the Cloud PBX Services to function and to ensure that the Cloud PBX Services meet the minimum technical requirements:
- 6.1.1 a suitable PBX;
- 6.1.2 a suitably enabled Access Service;
- 6.1.3 a business broadband Hub;
- 6.1.4 a SIP Gateway if the PBX referred to in paragraph 6.1.1 is not an IP enabled PBX;
- 6.1.5 a suitable LAN infrastructure; and
- 6.1.6 IP Hardware
each an "Enabling Service".
- 6.2 It is the Customer's responsibility to ensure uninterrupted mains power is supplied to the PBX and any peripheral equipment. Failure to do so may impact on continuity of Calls to Emergency Services in the event of a mains power failure.
- 6.3 The Customer must not:
- 6.3.1 attempt to circumvent any security measures; or
- 6.3.2 change the trunk configuration on the PBX without the Supplier's permission.
- 6.4 The SIP Gateway will not work in the event of a failure of the mains power or Access Service (or both) at the Site.
- 6.5 The Customer shall prepare and maintain the Site(s) for the installation of the Equipment and supply of the Cloud PBX Services, including but not limited to the following:
- 6.5.1 ensure that the Enabling Services are in place, except where the Supplier is responsible for installing the Enabling Services as specifically detailed in the **Order** or **SOW**;

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- 6.5.2 ensure that the Customer Network is prepared for the installation of the Cloud PBX Service by ensuring that it is fully configured in accordance with the Supplier's technical specifications;
- 6.5.3 permit the Supplier and any other person authorised by the Supplier to have reasonable access to the Site and Equipment, and provide such reasonable assistance as the Supplier requests;
- 6.5.4 take all reasonable steps to protect the health and safety of the Supplier's personnel whilst on Site(s) and the Customer warrants, represents and undertakes that it has adequate health and safety provisions in place at the Site(s); and
- 6.5.5 provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Cloud PBX Services and associated Equipment at such points and with such connections as the Supplier specifies.
- 6.6 The Supplier shall not be liable for the non-availability of the Cloud PBX Services caused by any inability for the Supplier to install and configure the Cloud PBX Service due to the Customer's failure to meet its obligations under paragraph 6.5. The Supplier reserves the right to recover all costs and expenses incurred as a result of such failure including the cost of additional works undertaken by the Supplier and/or rescheduling or cancelling a visit.
- 6.7 Where Enabling Services are undertaken by the Supplier as set forth in the Order, to ensure that the Customer Network is ready for the installation of the Cloud PBX Service, the Customer shall be responsible for all costs and expenses incurred by the Supplier.
- 6.8 For a period of two (2) weeks following installation of the Cloud PBX Service, the Supplier will undertake minor remote engineering changes to ensure that the Cloud PBX Service meets requirements (up to a maximum of two (2) hours of engineering time). Any further adds, moves and changes shall be charged in accordance with Clause 3.17 to 3.19 of the **General Conditions**.
- ### INTERNET CONNECTION
- 6.9 To use the Cloud PBX Service, the Customer shall procure, at its own cost, a reliable business-grade Internet Connection either through the Supplier (any such internet connectivity provided by the Supplier shall be subject to the terms of the applicable Service Schedule) or through an alternative supplier which must be approved by the Supplier prior to ordering the Cloud PBX Service). The Internet Connection must be configured in accordance with the Supplier's Guide.
- 6.10 Where the Internet Connection is supplied by a third party the Supplier does not assume any liability or responsibility for that third-party internet connectivity and/or any associated service levels.
- 6.11 The Customer acknowledges and agrees that the call availability and call quality provided over the Cloud PBX Services depends on: (i) both the specifications and availability of the Internet Connection to which the Customer is connected, (ii) the telecommunications network to which the person on the other end of the call is connected and (iii) factors outside the Supplier's reasonable control. The Supplier shall not be liable for call unavailability or calls of an unsatisfactory quality connection caused due to (i), (ii) or (iii) above.
- ### AUTHORISED USERS
- 6.12 The Customer confirms that:
- 6.12.1 the maximum number of Authorised Users authorised to access and use the Cloud PBX Service and Documentation shall not exceed the number of User Subscriptions the Customer has purchased from time to time;
- 6.12.2 it will not allow any User Subscription to be used by more than one individual Authorised User unless it has been reassigned, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
- 6.12.3 each Authorised User shall keep a secure password for their use of the Services and Documentation, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep their password confidential; and
- 6.12.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within ten (10) Working Days of the Supplier's written request at any time.
- 6.13 The Supplier reserves the right to audit the Supplier's use of the Cloud PBX Services to ensure that the Customer is complying with the terms of this Agreement. If the audit finds that the Customer has not used the Services in accordance with this Agreement then the Supplier shall be entitled to (i) invoice the Customer for any such access that exceeds the limits provided by the Supplier to the Customer and (ii) if the Customer's misuse is such that it amounts to a material breach of this Agreement, terminate pursuant to Clause 8.1.1 of the **General Conditions**. If any audit reveals any use in breach of the terms of this Agreement or any instructions provided to the Customer, the Customer will pay for all costs incurred in connection with and as a result of such audit.
- ### NUMBER PORTING
- 6.14 Where access to the Cloud PBX Service is facilitated through number porting from a current supplier (the "**Ported Number**") (e.g. BT), the Customer authorises the Supplier to (i) have the Ported Number routed by the Supplier instead of the current supplier and; (ii) to forward appropriate details of the Customer's porting application for the Cloud PBX Service to the Supplier.
- 6.15 The Customer will receive advance notification of the change of supplier of the Ported Number from the current supplier to the Supplier. The Supplier's ability to provide the Cloud PBX Service is subject to the current supplier porting the Ported Number to the Supplier. The Supplier shall not be liable if there are any issues with the availability, suitability or any other issue with the Cloud PBX Service caused by a failure to transfer unless such failure is due to the Supplier's error or omission.
- 6.16 The Customer understands and accepts that all services linked to the original number will be automatically terminated upon completion of the number porting including, but not limited to broadband service, Redcare Alarm, Fax, PDQ & Franking machines and monitoring services such as alarms and utility meters. Other services such as, but not limited to, 1571/Call Minder, Call Barring and Call Diversion will also be ceased. Any messages left via the 1571/Call Minder service will be lost. The Customer must arrange at its own cost availability of such services from other suppliers or over other lines and numbers. Failure to do so will result in disruption to the Customer's business and the Supplier shall not take any responsibility for service loss as result of number porting.

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- 6.17 The Customer shall cover any potential contract termination charges which may arise from the termination of the Customer's contract with its existing supplier.
- 6.18 The Customer accepts that Number Porting is governed by regulation and is managed by multiple carriers and telecommunications operators and as a result the Supplier has no control over the duration nor outcome of the process. The Supplier shall not be held liable in any way for any Number Porting related issues, faults or errors howsoever caused.
- 6.19 The Customer accepts all charges and fees associated with Number Porting including submissions, rejections, re-submissions and export. Charges are as per the Supplier's current price list.
- 6.20 From time to time and during the process of switching suppliers, the Supplier may port the Customer's telephone number(s) between its upstream suppliers as a general internal practice. The Supplier shall not be required to notify the Customer of this internal network change nor seek the Customer's consent.
- 6.21 On contract termination, any telephone numbers still required by the Customer that are listed under this Agreement must be ported from the Supplier within three (3) months of the date of termination. After this date any remaining numbers will be de-activated, removed from MyPortal and will no longer be available for porting.
- 7. NETWORK SERVICES AND AVAILABILITY**
- 7.1 The Customer acknowledges that the Cloud PBX Services will not be available in the event of a power cut affecting any Site(s) that the Customer installs the Cloud PBX Services, and the Customer will not be able to make any calls during any such power cut. The Supplier shall have no liability for loss of Service that occurs as a result of a power cut at the Site(s) in which the Cloud PBX Services are installed.
- 7.2 The Customer acknowledges that any change in the configuration of the voice and data components of the Services can adversely affect the ability to make calls. The Customer shall not therefore make any changes to the configuration of the voice and data components of the Services unless the Customer has been provided with consent to do so by the Supplier.
- 7.3 If the Customer is provided with consent and access to the Service in order to make changes to its configuration the Customer shall be liable for any changes that it makes to the Services and the Supplier shall not be liable for any adverse effects suffered as a result of the Customer's configuration of the Services. Any work carried out by the Supplier to rectify the Services following such configuration by the Customer shall incur a charge from the Supplier based on the time and materials taken to remedy such issue.
- 7.4 The Supplier will not make any changes to the configuration of the voice and data components of the Services which has an adverse effect on the Customer's ability to make calls without first notifying the Customer of the potential adverse impact and obtaining the Customer's prior consent to such change;
- 7.5 If the Service is to be used to carry Alarm Signals, then the Supplier shall not be liable if the Customer is unable to deliver an Alarm Signal due to:
- 7.5.1 network failure;
 - 7.5.2 suspension of the Customer's account for the reasons set out in this Agreement, or;
 - 7.5.3 any reason outside the Supplier's reasonable control including but not limited to any technical issues within the network (for example the network is being tested, modified or maintained or access to the network is denied) or the Internet Connection.
- 7.6 The Customer must register the Cloud PBX Services at the Site(s) at which the Customer intends to use them. If the Customer intends to use the Cloud PBX Service from multiple Site(s), then the Customer must update the Supplier each time a new location is added. If the Customer does not notify the Supplier of the updated Site(s), the Customer acknowledges that the Services may not be able to make calls including, for the avoidance of doubt, calls to Emergency Services.
- 8. EMERGENCY CALLS**
- 8.1 The Customer acknowledges that the Services will not be available for calls to Emergency Services during any power cut affecting the Site(s) at which the Services are installed.
- 8.2 The Customer acknowledges that any configuration changes of voice and data components may affect the ability to make Emergency Calls. The Supplier will not be liable for any claims, losses, costs or expenses that occur as a result of the Customer changing the voice and data components of the Services that result in an inability to call Emergency Services.
- 8.3 A configuration change of the voice and data components preconfigured by the Supplier can adversely affect calls to Emergency Services. The Customer acknowledges that an Emergency Call made via Cloud PBX Services in a different location from the one that is registered in Order, is transmitted to the control centre indicating the registered Site and not the location of the Cloud PBX Services and can therefore mean that any Emergency Services response will be sent to an incorrect location.
- 8.4 If the Customer uses or intends to use the Services outside the UK, the Customer acknowledges that the Services cannot be used to access Emergency Services.
- 9. SERVICE RESTRICTIONS**
- 9.1 The Customer shall not use the Services:
- 9.1.1 to make abusive, offensive, indecent, menacing, nuisance or hoax calls;
 - 9.1.2 for any illegal and/or criminal purpose;
 - 9.1.3 to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
 - 9.1.4 to cause annoyance, inconvenience, needless anxiety or harassment;
 - 9.1.5 to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to spam, unsolicited advertising or promotional material sent or provided by any third party;
 - 9.1.6 to contravene any legislation, laws, licences or third-party rights;
 - 9.1.7 for any use in contravention of the Supplier's Fair Use Policy;
 - 9.1.8 in any way that is not in accordance with the instructions provided to the Customer by the Supplier;
 - 9.1.9 in any manner that is contrary to the terms of this Agreement;
 - 9.1.10 in any manner that could be construed to amount to Emergency Call Abuse;

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- 9.1.11 to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute any portion of the software and/or Documentation (as applicable) in any form or media or by any means except as allowed by any applicable law;
- 9.1.12 to attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service(s) except as allowed by any applicable law;
- 9.1.13 to access all or any part of the Services and/or Documentation in order to build a product or service which competes with the Services and/or Documentation;
- 9.1.14 to use the Services and/or Documentation to provide services to third parties; or
- 9.1.15 to licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users.
- 9.2 The Customer shall indemnify the Supplier against any claims or legal proceedings which are brought or threatened against the Supplier by a third party because the Services are used in breach of this clause 9.
- 9.3 Unless specified to the contrary in an Order, access to premium rate numbers and directory services will be prohibited via the Services.
- 9.4 The Customer acknowledges that the Supplier may block certain telephone numbers, or groups of telephone number or national dialling codes for example premium rate telephone numbers (“**Blocked Numbers**”). The Supplier will notify the Customer in the event that the Supplier blocks such numbers, number groups or national dialling codes. Such restrictions may be removed at the Customer’s request; however, the Customer shall be liable for all charges for and connected to calls to any Blocked Numbers.
- 9.5 The Customer is not entitled to select the upstream network operators and carriers used by the Supplier to provide the Services. The Supplier shall have the complete discretion to select a network operator and carrier. The Supplier reserves the right to change any of its upstream suppliers at any time throughout the duration of this Agreement, including but not be limited to upstream network operators and carriers. Such change may occur without notification to the Customer.
- 9.6 If in the reasonable opinion of the Supplier, the Customer’s call profile is indicative of Fraudulent Activity, the Supplier shall reserve the right to suspend the Cloud PBX Services immediately, without notice to the Customer in accordance with clause 7.1.4 of the **General Conditions**.
- 10. CHARGES AND PAYMENT**
- 10.1 This paragraph 10 is supplemental to clause 6 of the **General Conditions** and in the event of express conflict this paragraph 10 shall take precedence. The Supplier shall invoice the Customer for the Charges for the Cloud PBX Services and Additional Services as set out in paragraph 10.2 in the amounts specified in any **Order** and as varied pursuant to the Agreement.
- 10.2 Unless stated otherwise in an applicable **Order**, the Supplier shall invoice the Customer monthly for:
- 10.2.1 connection and Installation Charges, on or after the Connection Date for any work carried out
- 10.2.2 Recurring Charges, except Usage Charges;
- 10.2.3 Usage Charges calculated at the then current Tariffs;
- 10.2.4 any Charges for Hardware, which shall apply from the date of delivery of such Hardware;
- 10.2.5 any Termination Charges upon termination of the Cloud PBX Service and Additional Services.
- For any period where the Cloud PBX Service and/or Additional Services are provided for less than a month, the Recurring Charges will be calculated on a daily basis.
- 10.3 The Supplier may also invoice for the following Charges in addition to those set out in the **Order**:
- 10.3.1 investigating a Service Fault where no Service Fault is found or is caused by something which the Supplier is not responsible for under this Agreement;
- 10.3.2 commissioning the Cloud PBX Service and Additional Services outside of Normal Working Hours;
- 10.3.3 restoring the Cloud PBX Service and Additional Services if such services have been suspended in accordance with clause 7 of the **General Conditions**;
- 10.3.4 cancelling Cloud PBX Service and Additional Services in accordance with clause 8 of the **General Conditions**;
- 10.3.5 any other charges set out in the **Order** or the **Tariffs** or as otherwise agreed; and including but not limited to charges for (i) providing paper invoices, (ii) late payment fees (iii) dishonoured payments and (iv) payment processing fees; and
- 10.3.6 charges as stated in the **Tariffs** for any Services or Additional Services ordered by the Customer on the Third-Party Supplier portal and/or which arise from any changes made to existing Services or Additional Services by the Customer on the Third-Party Supplier portal.
- 10.4 The Customer shall remain liable for all Charges where the Customer or a third party has used the Cloud PBX Service, whether used with the knowledge and consent or otherwise of the Customer or other Fraudulent Activity in connection with the use of the Services provided under this Agreement, including but not limited to fraudulent Calls made by a rogue caller and Calls made by any third party whom has gained unauthorised access to the Cloud PBX Service.
- 11. TERMINATION**
- 11.1 This paragraph 11 is supplemental to clause 2 and 8 of the **General Conditions** and in the event this paragraph 11 conflicts with clause 2 and 8 of the **General Conditions**, this paragraph shall take precedence.
- 11.2 Where a Customer is a Microenterprise or Small Enterprise Customer or a Non-for-Profit Customer, upon expiry of the Minimum Term, the Minimum Term will not automatically renew under clause 2.1 of the **General Conditions**, the Agreement shall continue until such time that the Customer provides thirty (30) days’ notice to terminate the Agreement. Use of the Cloud PBX Services following expiry of the Minimum Term will be subject to the Supplier’s standard published Tariffs.
- 11.3 Where a Customer is a Microenterprise or Small Enterprise or a Non-for-profit Customer, they shall have the additional right to terminate the Agreement in the following circumstances:
- 11.3.1 by giving the Supplier notice within thirty (30) days’ of notice from the Supplier of any proposed amendments to the Charges in accordance with clause 6.10 and/or

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16.1 of the General Conditions is received and where such changes are likely to cause material detriment to the Customer; or

11.3.2 within the Transfer Period.

For the avoidance of doubt, the Customer shall not have a right to terminate the Agreement pursuant to clause 11.3.1 where the Supplier varies the Charges pursuant to paragraph 14.1 and/or 14.2.

11.4 Where the Supplier provides notice of proposed amendments to the Charges and/or the Agreement pursuant to clause 6.10 and/or 16.1 of the **General Conditions** and the Customer does not provide notice to terminate within thirty (30) days in accordance with paragraph 11.3.1, the Customer shall be deemed to have waived its right to terminate pursuant to paragraph 11.3.1. The Customer's continued use of the Services shall be deemed acceptance if such changes.

11.5 If a Customer terminates the Agreement pursuant to paragraph 11.2 or 11.3 above, the Customer shall not be liable for any Termination Charges.

11.6 Notwithstanding paragraph 11.3, the Customer shall be liable to pay Termination Charges to the Supplier in accordance with clause 8.7 of the **General Conditions**, where the Agreement is terminated within the Minimum Term or any Successive Term.

12. SUPPORT SERVICES

12.1 Where specified in the **Order**, the Supplier will provide the Customer with Support Services as detailed in **Schedule 4.1 Fault Management Connectivity**.

12.2 For the Supplier to provide Additional Support Services in accordance with **Schedule 4.1 Fault Management Connectivity**, the Supplier will require access to the PBX and where the Cloud PBX Service is being provided with an on-site PBX. The Additional Support Service can only be provided to the Customer where, as stated in the Order, the Supplier provides Maintenance Support Services in accordance with **Schedule 4.3 Maintenance Support Services**.

13. FRAUD MONITOR

13.1 Where Fraud Monitor is provided, paragraphs 13.1 to 13.10 shall apply. The provision of Fraud Monitor is dependent upon the Supplier providing the Customer with the Cloud PBX Service to which it relates. If for any reason the Supplier ceases to provide such Cloud PBX Service, the Fraud Monitor service shall terminate with immediate effect and the Supplier shall have no liability to the Customer in respect of such termination and no longer providing Fraud Monitor. Where Fraud Monitor is terminated in this way, the Customer shall not be entitled to any refund of any monthly Charges paid.

13.2 Fraud Monitor shall only apply to the Cloud PBX Services specified as benefiting from the Fraud Monitor as stated in the **Order** or as otherwise agreed in writing by the Supplier.

13.3 Fraud Monitor is provided solely for the Customer's use and the Customer may not resell or attempt to re-sell Fraud Monitor.

13.4 Unless otherwise stated in the **Order**, the monthly Charges for Fraud Monitor are as per the Supplier's applicable Tariffs.

13.5 For one (1) Fraud Incident in any Calendar Year, the Customer shall not be liable to pay the first £200 of call Charges where such call Charges arise from a proven Fraud Incident and provided such call Charges did not arise due to an act or omission of the Customer or breach of the terms of this Schedule or the **General Conditions** by the Customer.

13.6 Except as stated in paragraph 13.5 above, in all other circumstances the Customer shall be liable for all Charges arising from Fraudulent Activity pursuant to paragraph 13.4 of this Schedule and the Charges shall be payable in accordance with this Schedule and the **General Conditions**.

13.7 The Supplier has the right to suspend provision of the Cloud PBX Service in accordance with paragraph 9.6 of this Schedule whether or not the Fraud Monitor is provided in relation to the Cloud PBX Service. Unless expressly stated in paragraphs 13.1 to 13.10, the rights and obligations of the Supplier and Customer as detailed in this Schedule and the **General Conditions** remain applicable to Services which have the benefit of Fraud Monitor.

13.8 The Customer shall provide the Supplier with an up-to-date point of contact with 24x7 availability who the Supplier shall notify by email of suspected Fraudulent Activity or of any suspension of the Cloud PBX Service. In the event, the Customer has not provided an email address for notification as anticipated by this paragraph, the Supplier will endeavour to notify the Customer using any other contact information which it has on record. The Customer shall immediately reply to any notification of suspected Fraudulent Activity.

13.9 The Supplier will only reactivate any suspended Services when the Customer has satisfied the Supplier (at its sole discretion) that the reason for suspension has been resolved and the services are unlikely to be a material immediate risk of Fraudulent Activity.

13.10 The provision of Fraud Monitor is not a fraud prevention system and does not prevent unauthorised access to the Service(s) or the Equipment and the Customer shall be responsible for obtaining professional security advice with regards to the Service(s) and/or the Equipment. The Supplier makes no representation that Fraud Monitor will be error-free or will detect, limit or prevent fraudulent usage of the Services. The Supplier disclaims any warranty of any kind, expressed or implied, including, but not limited to, warranties of fitness for a particular purpose, merchantability or satisfactory quality, with regard to the nature, quality and accuracy or validity of Fraud Monitor. In particular (without limitation), the Supplier accepts no liability for any delays in suspending or reactivating any Service which are beyond its reasonable control (including, without limitation, delays by third party suppliers or carriers in activating or removing barring orders).

14. CHANGES PERMITTED CHANGES

14.1 Save for where the Supplier has expressly agreed otherwise in writing, the Supplier shall be entitled to make the following variations to Charges:

14.1.1 in each calendar year, an increase to any and all Charges by a percentage equal to: i) the Retail Price Index ("RPI") rate figure published by the Office of National Statistics in January of that year (ignoring any negative figures), plus ii) 3.9%. The increase will be rounded to the nearest whole pence. If the RPI figure is negative, the Supplier will only increase charges by 3.9%. If the RPI Rate is not published for the given month, the Supplier may use a substituted index or index figure published by that office for that month;

14.1.2 for any Additional or Ancillary Services that do not form part of the main Service the Supplier shall be entitled to increase the Charges for these Services; and

SCHEDULE 3.4(A) – CLOUD PBX SERVICES

- 14.1.3 where such changes are directly imposed or caused by the Applicable Law the Supplier shall be entitled to increase all or any relevant Charges.
- 14.2 The Supplier shall be entitled to make the following variations to provisions of the Services in accordance with the terms of this Agreement:
- 14.2.1 in the event of a Service being discontinued or no longer exists (including decommissioning of legacy services), the Supplier shall be entitled to move the Customer to a Service which is a better or equivalent service. A better or equivalent service shall be a service offering materially the same or better features as the features of the Service used by the Customer within the 6-month period prior to the transfer of the original Service to the new Service in the opinion of the Supplier acting reasonably.
- 14.2.2 variations triggered by technology developments including replacement of certain technologies, networks, hardware, software, applications, platforms, systems or processes or other similar features as well as changes to terms of supply offered by Third-Party Supplier or instructions provided by them where such changes result in offering equivalent or better experience (in the Supplier's reasonable opinion) to the Customer;
- 14.2.3 variations that are of genuinely administrative or technical nature and have no negative impact on the Customer in relation to the Services that they use under the Agreement including changing the terms of the Agreement to make it clearer or easier to understand or to update the Agreement from time to time so all customers are on the same conditions, or any other similar changes;
- 14.2.4 variations that are directly imposed or caused by the Applicable Law;
- 14.2.5 variations that are made at the request of the Customer;
- 14.2.6 variations that are clearly to the benefit of the Customer in terms of improving Service quality, the scope of Services or any other additional feature of Service provided for the same or lower Charge; and
- 14.2.7 place limits on use of Services, for example if you have committed an illegal act while using the Services, where the Supplier has the right to make such change under the AUP or any Applicable Law.
- OTHER CHANGES**
- 14.3 The Supplier may also make changes to this Agreement, Services or Charges at any time in order to:
- 14.3.1 change the structure of the Services, charges or Equipment, for example, by changing the component parts of a Service;
- 14.3.2 change the Services, Charges or Equipment to maintain or improve the quality of the Service, or introduce a new Service;
- 14.3.3 change the amount payable for part of the Services, including without limitation additional services, for example where the Supplier has to pay a Third-Party Supplier increased charges for use of their infrastructure or services above the limit stipulated in paragraph 14.1;
- 14.3.4 remove and/or replace some or all of the Equipment;
- 14.3.5 place limits on use of the Services (without prejudice to paragraph 14.3.7);
- 14.3.6 stop providing all or part of the Services, for example, if the Supplier cannot continue to provide a part of the Service at an address;
- 14.3.7 replace all or part of the Services with an alternative Service which is not equivalent to, or better than, the Services Customer originally purchased ("**Original Services**") where the Original Services have been discontinued, decommissioned or are no longer available (without prejudice to paragraph 14.2.1); or
- 14.3.8 The Supplier may change the Agreement, Services or Charges for a reason other than those specified in paragraph 14.1 to 14.3 (inclusive).
- 14.4 If a change to Charges under paragraph 14.3 constitutes an increase to the Customer's overall monthly invoice in any remaining month of the Minimum Term, the Customer may terminate the affected Service or the affected part of this Agreement by giving written notice, within 30 days of being notified of the change, such notice to be effective only if the Supplier cannot resolve the concern to the Customer's reasonable satisfaction within 30 days of receipt of termination notice.
- 14.5 If a change under paragraph 14.3 has a negative impact on the Customer's use of the Service (in the Supplier's reasonable opinion) under the Agreement, the Customer may terminate the affected Service (or any Bundle, where applicable), Service Element or part of the Agreement by giving written notice to the Supplier, within 30 days of being notified of the change, such notice to be effective only if the Supplier cannot resolve the concern to the Customer's reasonable satisfaction within 30 days of receipt of Customer's termination notice. The Customer shall not be required to pay any Charges except for (i) any Charges payable up to the termination, and (ii) any remaining Charges or payments related to any Equipment that the Customer decides to retain
- NOTICE OF CHANGE**
- 14.6 Where the Supplier is making changes to Services under paragraph 14.1 or 14.2 (together, "**Permitted Changes**"), the Supplier shall not be obliged to provide Customer with any notice but will make reasonable efforts to do so. For the avoidance of doubt, Customer shall not be entitled to terminate the Agreement without paying Termination Charges if the Supplier exercises its right to make one or more Permitted Changes.
- 14.7 Where the Supplier is making a change to the Agreement, Services or Charges under paragraph 14.3, and such change results in the Customer having a right to terminate pursuant to paragraph 14.4 or 14.5, the Supplier shall provide Customer with as much advance notice of the change as practicable, but in any event, no less than 30 days' notice prior to implementing the change (unless prevented from doing so because of Applicable Law, court order or any competent statutory or supervisory authority).
- 14.8 The Supplier will provide notice to the Customer pursuant to paragraph 14.6 and/or 14.7 by email, on the Customer's invoice, the Chess Customer Portal and/or on its website www.chessICT.co.uk.

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14.9 Where the Customer does not provide notice of cancellation within the 30-day period detailed at clause 14.4 or 14.5 and the Customer continues to use the Services, the Customer will be deemed to have accepted the change to the Services and/or the Agreement.

15 SERVICE LEVELS

15.1 The Cloud PBX Services (which shall for the purposes of this paragraph 15 include the Additional Services) described are provided with an availability, measured on a yearly basis, of:

- 99.9% for relevant systems providing telephony services and connectivity to the Public Switched Telephone Network;
- 98% for all web services, including API interfaces.

Times during which the Cloud PBX Services are not available due to force majeure are excluded from availability calculation.

Planned downtime or service interruptions during maintenance windows are also excluded from the calculated availability, as defined below.

The Supplier and/or Third-Party Supplier can restrict access to all services, or individual functions if this is required for network security, network integrity or data integrity reasons or to avoid further critical incidents.

MAINTENANCE WINDOW

15.2 The following standard maintenance windows apply to the Cloud PBX Services:

Working Day	Starting Tuesday 21:00 until Wednesday 1:00am
	Starting Thursday 21:00 until Friday 1:00am
Weekend	Starting Saturday 21:00 until Sunday 5:00am

Times shown above are UK local time

15.3 Service Availability is defined as the ability of the Cloud PBX Services to perform the required function over a stated period of time. It is reported as the percentage of time that the Cloud PBX Services are actually available for use by the Customer, excluding planned downtime, or service interruptions during maintenance window, or force majeure.

Availability is calculated as:

Availability =

$$\frac{(\text{Total number of minutes in the measurement period} - \text{Unplanned Downtime}) \times 100}{\text{Total number of minutes in the measurement period}}$$

- If a Service is partially available then the unplanned downtime shall be calculated in equal proportion (i.e., if a service is 50% available then the unplanned downtime will be calculated as 50% x elapsed period of the incident);
- The Service Availability and other measures with the SLA relate to the core Cloud PBX Service and does not include access or local Customer Premises Equipment (“CPE”) elements.

15.4 SERVICE CREDITS

Service credits can be claimed where the level of availability does not meet the applicable target monthly percentage per the table below.

Service Credits are applied to affected Cloud PBX Services’ monthly Charges and for the affected Authorised Users only. Service credits must be requested by the Customer to the Supplier with evidence of the Services that have been impacted, along with the date and start and end time of the relevant events. Service Credit requests must be received within two (2) weeks of the availability target being missed. Any agreed Service Credits would be satisfied by the issue of a credit note to be deducted from the next scheduled payment to be made to Supplier.

Additional Services with annual target availability of	Measured Availability (Monthly)	Service Credit Ratio
99.9%	99.85% - 99.75%	12.5%
	99.74% - 98.74%	25%
	Below 98.74%	50%
98%	97.95% - 97.85%	10%
	97.84% - 96.86%	20%
	Below 96.86%	40%

The derived Service Credit calculation shall therefore be based upon:

Service Credit Claimed

= “number of active seats for the affected Cloud PBX Service”

× “Proportion of the Cloud PBX Service affected” × Service Credit ratio
 × “Charges for the Cloud PBX Services affected”

SCHEDULE 3.4(A) – CLOUD PBX SERVICES

ANNEX 1 – DEFINITIONS

Access Service means services providing Internet connectivity with speeds from 2Mb/s to 10Gb/s and access is available via ADSL, SDSL and Ethernet;

Additional Services has the meaning given to it in paragraph 2.2;

Alarm Signals means any emergency alarm system that may be connected to the Cloud PBX Service which includes but are not limited to burglar alarms and medical alarms;

Authorised Users means those employees, agents and independent contractors of You that You authorise to use the Cloud PBX Services and the Documentation as further described in the Order Form;

Blocked Numbers has the meaning given to it in paragraph 9.4;

Call means a signal, message or communication that is silent, spoken or visual;

Call Bundle has the meaning given at paragraph 4.2.1;

Capacity Limits means up to one hundred (100) voicemail messages each of a duration of 180 seconds;

Cloud PBX Service is an Internet-based telephony service delivered over an Internet Connection or any other form of connectivity;

Contract Year means the 12-month period from the Commencement Date of the Agreement or a 12-month period from an anniversary of the Commencement Date of the Agreement;

Customer Network means the Customer's physical telecommunications and/or data network infrastructure located at the Site that allows the exchange of voice and data communications established by the connection of voice and data devices, such as internet routers, network switches, CAT5e/CAT6 ethernet cabling (including patching and termination) and any mains power supply up to the Third-Party Supplier network;

Documentation means the document made available to the Customer by the Supplier or by third party licensors via MyPortal or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Cloud PBX Services and the user instructions for the Cloud PBX Services;

Emergency Call Abuse means any hoax/prank calls to emergency service numbers; unnecessary and/or in appropriate calls to emergency service numbers (as is a device that connects to your Internet modem and relays data that it reads from your telephone communication system, computer software, and various devices such as microphones and webcams regarded by a reasonable person); abuse of Emergency Services call handlers or any other actions and/or; any behaviour that could reasonably be determined to amount to an abuse of Emergency Services call lines

Emergency Services means in respect of any locality:

- (a) the relevant public police, fire, ambulance and coastguard services for that locality; and
- (b) any other organisation, as directed from time to time by Ofcom as providing a vital service relating to the safety of life in emergencies

Fraud Incident means an instance of Fraudulent Activity perpetrated by a third party in respect of a Cloud PBX Service which benefits from Fraud Monitor;

Fraud Monitor means the call analytics service known as Fraud Monitor (as modified or substituted from time to time);

Hub means a router provider by the Supplier or Third-Party Supplier that is compatible with the Internet Service, which is Ancillary Equipment for the purposes of this Agreement

Internet Connection means a connection to the global data network comprising interconnected networks using the TCP/IP protocol suite;

Internet Protocol or **IP** means a communication protocol for devices connected to the internet that specifies the format for the addresses and units of transmitted data;

IP Hardware means physical IP equipment purchased by the Customer from the Supplier and which is necessary for the provision of the Voice Cloud Services;

Local Area Network or **LAN** means the infrastructure that enables the ability to transfer IP services within a Site (including data, voice and video conferencing services);

Network Terminating Unit means the socket where the Customer's wiring, equipment or existing qualifying voice and data service is connected to the Network;

PBX means private branch exchange;

Ported Number has the meaning given to it in paragraph 6.15;

Recurring Charges means the Charges for the Cloud PBX Services or applicable part of the Cloud PBX Services, including but not limited to User Subscriptions, licences for Third Party Software, or Call Bundle that are invoiced repeatedly in every billing period as set out in the Order;

Service Levels means the repair options as set forth in paragraph 15;

Session Initiation Protocol or **SIP** is a technical standard (specified in RFC 3261) which is used to deliver an IP Voice solution linking to existing systems/equipment and optimises a secure data connection to initiate and terminate voice calls via the Internet;

SIP Gateway means a device that connects to a Hub and relays data that it reads from a telephone communication system, computer software, and various devices such as microphones and webcams;

Termination Charges means any compensatory charges payable by the Customer to the Supplier on termination of this Agreement in whole or part, in accordance with clause 8.7 of the **General Conditions** and as set out the Order, or if not specified, then an amount equal to 100% of the Recurring Charges for all remaining months of the Minimum Term, together with any waived one off charges and/or Installation Charges and an average of the Usage Charges invoiced by the Supplier over the previous six months;

Transfer Period means a period of ten (10) Working Days which starts after the Working Day on which notification has been given requesting a Line to be transferred to or from the Supplier;

Usage Charges means the Charges, if any for the Cloud PBX Services or applicable part of the Cloud PBX Services that are calculated by multiplying the number of units (voice minutes) for the Cloud PBX Services that the Customer has used or incurred in a billing period with the relevant Tariff, which are made outside of or which exceed usage or a Call Bundle as set forth in the Order;

User Subscription means the user subscriptions purchased by the Customer which entitles an Authorised User to access and use the Cloud PBX Services;

VOIP voice over IP.

ANNEX 2 - CLOUDYA

1. Basic Services

Access: Customers can administer and use the service and its features over the internet using a browser or software

User: To use any service, a user has to be authenticated through an individual username and matching password. Passwords can be changed by users at any time and must be kept confidential to that user. Initial passwords provided by the service must be changed immediately. Each username may only be used by a single user. Usage is limited to the usage pattern to be expected from one natural person. Usage outside the above terms is prohibited and will be blocked if detected.

Provisioning: The first username provided for administration of the services is sent by email on the date of provisioning.

Administration: The Customer can change the setup and configuration of the services on a self-service basis.

Location Independence: All services can be used across multiple Customer sites (e.g., branch offices). Such use applies to the extent permitted by regulation and assuming all technical requirements (e.g., adequate internet access) are met at all locations.

Mobility: All services can be used away from Customer sites (e.g., home office or on the move). This applies to the extent permitted by regulation and assuming all technical requirements (e.g., adequate internet access) are met at that location.

2. Telephone System

This provides a virtual private branch exchange enabling the routing of calls to telephone numbers. The following features are provided:

Extensions: Calls to telephone numbers are routed internally within the same virtual system – or, when combined with the corresponding service, to and from the public switched telephone network.

Call forwarding: Rules based re-routing and forwarding of incoming calls to any destination.

Conference calls: Phone calls with up to 50 participants simultaneously bridged together.

eFax: Sending and receiving, as well as temporary storage, of fax documents and notification by email when required.

Voice mail: Temporary storage of voice messages and notification by email when required.

Call Groups: Incoming calls can be delivered to multiple extensions in parallel.

Call Queues: Incoming calls can be routed, based on rules, to selected extensions or music on hold.

Interactive Voice Response (IVR): Incoming calls can be routed based on tone dialling input from the caller.

Time Based Routing: Incoming calls can be routed based on date and time.

Address Book: Central phonebook with shared and private contacts to display names for incoming phone calls.

The following features are consequently available to users:

Telephony: Incoming and outgoing phone calls through multiple phone devices and software.

Call Management: Self-management of call forwarding rules, parallel ring and call waiting indication.

Voice mail: Access to voice messages received, protected by a

personal PIN, as well as individual announcements.

Fax: Download of documents received as well as sending of faxes.

Contacts: Access to shared contacts as well as management of private contacts

3. Public Telephone Network

Using this service, Customers can make and receive phone calls to and from the public switched telephone network

Termination: Handover of calls and fax to and from the public switched telephone network to local, national and international phone numbers.

Phone numbers: Provisioning of national geographic (and non-geographic) numbers and international numbers.

Number Presentation: Transmission of assigned phone numbers (CLIP), anonymous calls (CLIR) as well as 3rd party phone numbers (CLIP no-screening).

Number Porting: Transfer of existing phone numbers and phone number blocks from and to other service providers.

Emergency calls: Routing of emergency calls to the national emergency service call centres.

All features are provided in conformance with the national law and regulation effective in the country of termination. Requirements as well as rights and duties may vary accordingly.

A Customer's telephone numbers may have been provided and hosted by a previous supplier. Where the Supplier and/or the Third Party Supplier decides to change these hosting arrangements, the Customer explicitly authorises the Supplier and/or the Third Party Supplier to transfer the numbers (e.g., by porting) and agrees to sign the relevant Customer Letter of Authority if necessary.

Where international phone numbers are provided for use outside of the country of normal termination, the Customer is obliged to comply with the national law and regulation of the relevant country. Consequently, some functionality listed may not be supported when using international phone numbers in this way - as these features are not applicable in the country of actual termination.

4. Device Management

By using the "Device Management" services, physical or virtual devices can be integrated to work with the Third-Party Supplier platform. These are subdivided into

1. Automatic configuration of certified devices ("Device Provisioning")
2. Communication between the Third-Party Supplier platform and the corresponding device ("Device Integration")

In general, there are three types of devices which can be certified for operation in conjunction with the Third-Party Supplier platform:

Phones: corded or cordless phones as well as conference phones

Gateways: e.g., Analog-Telephone-Adapters (ATA)

Software: Software-based devices such as softphones or mobile apps

Specific features of the devices are supported where technically and, in terms of security, feasible. Features may change over time due to continuous improvement of the devices by the vendor or of the Third-Party Supplier platform. The list of certified devices and the specific features of those devices may change during the period of the contract. A list of

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currently supported devices and supported features on those devices is provided as the overview “Certified Devices” on mypbx.chesscloudpbx.com. The Supplier only offers support services for certified devices.

4.1 Device Provisioning

The “Device Provisioning” service automatically provides certified devices with all settings necessary to interact with the Third Party Supplier Platform.

Firmware Management: Fully automated provisioning and updating of device software.

Auto Provisioning: Supply of configuration files with all settings necessary for integration of the device with the Third Party Supplier platform.

Zero-Touch Provisioning: Fully automated configuration of supported devices via the redirection server of the vendor. The operation of the service and support of specific features on any device is dependent on the support provided by the device supplier e.g., supply of new firmware and operation of redirection servers. Accordingly, the support of specific features or support of devices can only be maintained for as long as the vendor provides those services.

4.2 Device Integration

Devices can interact with services on the NFON platform through several technical interfaces. These include:

Telephony: Transmission of calls and voice data via Voice over IP (VoIP) between the device and the Third Party Supplier platform.

Busy Lamp Fields: Display of the current call status of other extensions of the same telephone system.

Phone Menus: Configuration of selected features directly on the device.

Encryption: Where supported by the device, telephony between the device and the Third Party Supplier platform can be encrypted.

The 11 features busy Lamp Field, Phone Menu and Encryption require the device to be configured through Device Provisioning. For manually configured devices (Unprovisioned device), only the “Telephony” feature is supported.

5. Additional Services

In addition to the services listed above, the following services can be used optionally.

5.1 Mobility Option

Enhancement of the Basic Services by the capabilities of a virtual phone device:

Telephony: Incoming & Outgoing calls in-app via Voice over IP (VoIP).

Mobility: Incoming & Outgoing calls via the cellular network on the move, on supported mobile devices.

Optimum Reachability: Receiving phone calls for all phone numbers of the extension assigned to the user in-app.

One-Number: The caller only sees the phone number of the extension assigned to the user.

Quality of Service depends on the hardware, operating system, browser, and cellular network utilised by the user. These are not part of the Third-Party Supplier services provided.

The set of supported hardware and software may change over the duration of the contract. A list of currently supported

hardware and software is maintained online at mypbx.chesscloudpbx.com

5.2 CRM Connect

In combination with the “Mobility Option”, the Cloudya desktop app (Windows) can integrate with third party software to resolve names for incoming calls and initiate calls from these remote systems. The following options are available:

CRM Connect

CRM Connect Plus

An up-to-date overview of features and supported integrations is maintained in the “CRM Connect” product overview on mypbx.chesscloudpbx.com.

5.3 Softphone

Software based telephony directly on a PC. The following options are available:

- Nsoftphone Premium for Windows
- iSoftphone for Mac

An up-to-date overview of specific features is maintained in the “Nsoftphone Windows” function overview on mypbx.chesscloudpbx.com.

5.4 Computer Telephony Integration (CTI)

By using additional software on a PC, users can link with one specific device in order to display incoming and outgoing calls on the PC as well as initiate calls via the linked device. The following options are available

NCTI Standard for Windows

NCTI Standard for Mac

NCTI Standard CRM for Windows

NCTI Premium for Windows (requires server installation)

NCTI Premium CRM for Windows (requires server installation)

An up-to-date overview of features and supported devices is maintained in the “NCTI Clients” product overview on mypbx.chesscloudpbx.com.

5.5 Voice Operator Panel

By using additional software for Windows PCs, users can receive and transfer up to 20 calls in parallel Virtual switchboard for convenient call transfers

5.6 Telephone Preference Service (TPS)

Customers can configure specific phone extensions, on which outbound calls can be screened and blocked case by case based on the official central opt out register provided by the Telephone Preference Service (TPS) or the Corporate Telephone Preference Service (CTPS).

Up-to-date documentation of the technical prerequisites to use the respective services is maintained as “Plug & Play Leaflet” on mypbx.chesscloudpbx.com.

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ANNEX 3 - INTERNATIONAL NUMBERS

Customers can be provided with International Inbound Telephone Numbers (“International Numbers”) in a number of countries around the globe. The list of countries in which numbers can be provided is divided into two:

On-Net Countries, where the Third-Party Supplier has a presence;
Off-Net Countries, where the Third-Party Supplier doesn’t have a presence.

1. Limitations

International Numbers can only be used to route incoming calls from the Public Switched Telephone Network (PSTN) into the Customer Cloudya Telephone System;

Only Inbound International Numbers can be offered, for receiving calls;

The maximum number of concurrent calls on one number is two (2) - The maximum call concurrency limit can be increased for additional monthly fees;

The availability of some number ranges in these countries is not guaranteed;

In some cases, if it’s supported and legally acceptable to do so, International Numbers can also be configured to be displayed on outbound calls to the PSTN (CLIP);

No guarantees can be provided with regards to the availability and support of CLIP with International Numbers and availability of this feature might change on very short notice;

Outbound calls made by End Users showing with a CLIP set to an International Number, will still be charged as an international call from the country of termination for that End User;

Outbound calls to Emergency Organisations using International Numbers are not possible and not supported;

Outbound calls to some special numbers (Premium Rate Numbers, Fee-to-Caller Numbers, etc.) using International Numbers is not always possible or supported (varies per country);

National tones (ringing tone, ring-back tone, busy tones) are not available and Customer will always be played the tone from the country in which they would normally terminate calls to the PSTN;

1.1 Faxing

In addition to the limitations listed in the section above, it should be noted that receiving faxes on International Numbers is only available where the T.38 protocol has been enabled by the local telecommunication carriers in the country from which the number is required. Support for T.38 faxing cannot be guaranteed.

2. Availability

International Numbers can be provided in the following countries:

On-Net Countries

Country (On-Net)	International Dialling Code	T.38 Support
Austria	+43	Yes
Croatia	+385	Yes
France	+33	Yes
Germany	+49	Yes
Ireland	+353	Yes

Italy	+39	Yes
Netherlands	+31	Yes
Poland	+48	Yes
Romania	+40	No
Slovenia	+386	No
Spain	+34	Yes
United Kingdom	+44	Yes

Off-Net Countries

Country (Off-Net)	International Dialling Code	T.38 Support
Argentina	+54	No
Australia	+61	Yes
Bahrain	+973	No
Belgium	+32	Yes
Brazil	+55	No
Bulgaria	+359	No
Canada	+1	Yes
Chile	+56	No
Colombia	+57	No
Cyprus	+357	No
Czech Republic	+420	Yes
Denmark	+45	Yes
Dominican Republic	+1	No
El Salvador	+503	No
Estonia	+372	No
Finland	+358	Yes
Georgia	+995	Yes
Greece	+30	No
Hong Kong	+852	Yes
Hungary	+36	Yes
India	+91	No
Israel	+972	No
Japan	+81	Yes
Latvia	+371	Yes
Lithuania	+370	Yes
Luxembourg	+352	Yes
Malaysia	+60	No
Malta	+356	No
Mexico	+52	Yes
New Zealand	+64	Yes

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Norway	+47	Yes
Panama	+507	No
Peru	+51	No
Portugal	+351	Yes
Puerto Rico	+1	No
Singapore	+65	Yes
South Africa	+27	No
South Korea	+82	No
Sweden	+46	No
Switzerland	+41	No
Turkey	+90	No
USA	+1	Yes
Venezuela	+58	No

3. Ordering International Numbers

The requirements to obtain International Numbers vary from country to country.

Lead times related to the porting of telephone numbers or new numbers allocation can vary greatly depending on the country in which the International Number is requested, and the type of number requested.

No guarantees are offered regarding the provisioning time, nor can porting or new number allocation requests be expedited when dealing with International Numbers.

4. Responsibilities of the Customer

The Customer and their End Users are obliged to observe the national and local legislation, as well as regulatory requirements of the country in which the International Number is provided. Failure to do so might lead to the number or numbers being withdrawn.

5. Service Level Agreement

There are no guarantees regarding availability, voice quality and incident resolution time on this service.

ANNEX 4 - NMONITORING QUEUES

Nmonitoring Queues (“NMQ”) is a monitoring and reporting suite that can track queue and skill services as well as related agent extensions. NMQ is an easy to use and simple starting point for call centre management. NMQ is offered as cloud solution. The functional field of NMQ divides into the following major categories: reporting, supervisor view, agent view, admin view.

NMQ can only be used in conjunction with the Third-Party Supplier telephone system.

1. Service Components

NMQ is a web-oriented call queue monitoring solution that employs browser technology for the management and display of call queue and agent data. The solution can track queue and skill services as well as related agent extensions. NMQ offers:

- The monitoring of NFON inbound and outbound queue and skill services as well as agents (related extensions)
- Localization in multiple languages. Available in DE, EN, FR, IT, NL, PL, ES
- A huge number of metrics for calls, traffic, sessions
- Single and multiple reporting for queues
- Weekly activity breakdown in days or hours
- Exportable reporting data to MS Excel, CVS, XML, PDF
- Reporting scheduler
- Distributed and scheduled reports via email
- Detailed real-time activity reporting with definable alarms
- Real-time wallboard mode (minimal refreshment time)
- User Access Right Management, allowing restricted visitor mode for external inspection
- Add/remove agents function directly from Administrator screen

1.1 Licenses / Modules

Licenses / Modules	Description
NMQ Agent	Web-based module to report on agents call data. Extensions must be specified as agent extensions to be included in reports.

1.2 Services

NMQ activation, one-time service	The activation service to initiate the Customer specific NMQ. Automated transfer of agent names, flagged extensions and queue as well as skill services
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2. Calculation basis

The minimum contract period for NMQ is one month. After this period, the contract is automatically extended by one month.

The minimum purchase quantity is 5 Agents. Each additional agent is billed individually

License Name and Service Name	Description
NMQ Activation	One-time activation service
NMQ Agents	Monthly fee per agent

3. Special Features

The NMQ solution integrates into the Third-Party Supplier telephone system via an API. As a result, agent and queue call data are instantaneously and constantly transferred from the telephone system to the NMQ solution, at any time.

The names of agents and the extensions, flagged as agent, within the Third-Party Supplier telephone system as well as the names of queue and skill services are transferred from the telephone system to the NMQ solution only once during the initial NMQ activation process. Thereafter the agents and queue and skill services can be synchronized on request via the NMQ service, described in the user manual.

4. Service Level Agreement

NMQ availability is 99.5 %. The general availability and Service Level Agreements (SLA) as set out at paragraph 15 of this Schedule apply identically for NMQ.

5. Requirements of the Customer

As long as the synchronization of agent names / flagged extensions / queue and skill services are not automated during the ongoing operation, the Customer has to manually trigger the synchronization within NMQ as needed.

ANNEX 5 - ICS RECORD

iCS Record and iCS Record Plus are premium services that allow for the recording of telephone calls. This document provides a description of the services operated and provided. This is not an exhaustive list of all features available.

The Supplier and Third-Party Supplier are committed to providing the services using the latest level of technology and security and the services are continuously evolving. Accordingly, features may change over the duration of the Agreement. This Annex only focuses on the fixed characteristics.

iCS Record and iCS Record Plus can only be used in conjunction with the Third-Party Supplier telephone system as an add-on to the Third-Party Supplier Cloudya Phone Extension.

Charges incurred by the Customer and users in using the services provided and their features shall be set out in the Order.

The products enable for the recording of relevant calls, which transit through supported devices, and allows call recording with playback, call evaluation and quality monitoring. It is fully browser based, allowing users to access the platform from any device. Customers can access reports on those users being recorded and display basic wallboard information.

The recordings are stored in the Cloud, unless the Customer has selected another option.

Hosting and storage of iCS recordings takes place in Azure which are based in Dublin and Amsterdam. The recording features comply with legal specifications, particularly with Markets and Finance Instruments Directive (MiFID II).

1. Service Components

The solution offers two different set of features depending on the option ordered:

- iCS Record, or
- iCS Record Plus.

1.1 iCS Record

iCS Record: Call recording, playback and sharing:
Record calls to and from licensed extensions, including internal calls;
Store, find, play-back, archive and share call recordings (via email);
Powerful filters to easily locate calls;
Facilitates call recording compliance;
Access call recordings anytime, from any device.

1.2 iCS Record Plus

iCS Record Plus: All of the iCS Record features, plus set playback permissions, monitor and evaluate calls:
Set playback permission levels.
Obtain a breakdown of audited calls. Monitor who played back which calls and when, using the audit trail history.
Flag and tag calls for further review or for use in training.
Evaluate call recordings on call handling, call close and technical knowledge. See which evaluation questions have been answered, the total score and average score given by agents.
View agents' average scores when call recordings have been evaluated.
Evaluate calls and view the total calls that have been given the same feedback rating.

Add call results such as complaint, non-sales calls and sales calls.
Report on the total calls that have been given the same call result.

Display call results on a wallboard tile.

Analyse the total calls evaluated to see all the questions that were answered as well as total and average scores of evaluation questions. My console is available to access users' own recordings.

1.3 Storage of the call recordings

The recording system always archive conversations in a protected and encrypted format. Calls can be downloaded from the solution by Customers as wave files.

2. Calculation Basis

The storage costs will be charged at the maximum storage used during the month. The storage will be billed in arrears and will be charged on the specified Per Gigabyte (GB) as per the Tariffs.

3. Responsibilities of the Customer

The Customer is required by law to inform those participating in the conversation that the conversation is being recorded. Those participating in the conversation must be allowed the opportunity to give their informed consent to the recording or else to refuse to be recorded, e.g. by ending the telephone conversation. Similarly, the Customer must obtain the informed consent of its employees.

ANNEX 6 - NVOICE FOR MICROSOFT TEAMS

Nvoice for Microsoft Teams is a bolt-on that supplements the "Telephone System" service with a Voice over IP (VoIP) interface into Microsoft Phone System. Nvoice for Microsoft Teams uses Microsoft's Direct Routing solution to enable PSTN services from within Microsoft Teams.

This document provides a description of the services operated and provided. This is not an exhaustive list of all features available to the Customer, or to the Microsoft Phone System.

The Supplier and Third-Party Supplier are committed to providing the services using the latest level of technology and security and the services are continuously evolving. Accordingly, features may change over the duration of the Agreement. This Annex only focuses on the fixed characteristics.

Nvoice for Microsoft Teams can only be used as an add-on to the Third-Party Supplier Cloudya Phone Extension. The bolt-on acts as a device onto a Phone Extension.

The ordering and provision of the service takes place independently of the services of third parties, in particular Microsoft Office 365, Microsoft Teams, Microsoft Phone System and Microsoft Direct Routing.

1. Device Management

Nvoice for Microsoft Teams uses "Device Management", as defined in Service Description: Cloudya (UK) at Annex 2.

Specific features of the Nvoice for Microsoft Teams devices are supported where technically and, in terms of security, feasible. Features may change over time due to continuous improvement of the Microsoft Phone System, Microsoft Direct Routing solution, or of the Supplier and/or Third-Party Supplier platform.

1.1 Device Provisioning

The "Device Provisioning" service is not used by Nvoice for Microsoft Teams.

The operation of the service and support of specific features is dependent on the features and support provided by Microsoft. Accordingly, the ability to use specific features is subject to Microsoft providing continuous support of such features.

1.2 Device Integration

The Nvoice for Microsoft Teams device interacts with services on the Third-Party Supplier platform through several technical interfaces. These include:

Telephony: Transmission of calls and voice data via Voice over IP (VoIP) between the Microsoft Phone System and the NFON platform;

Encryption: Telephony between the Microsoft Phone System and the NFON platform are encrypted using TLS.

The features Busy Lamp Field and Phone Menu are not supported.

Nvoice for Microsoft Teams bolt-on doesn't consume a device license in the Third-Party Supplier portal.

The configuration of the bolt-on is done via the Phone Extension configuration screen, by adding or removing the "inbound trunk

number Teams ". Adding the inbound trunk Teams configuration to a Phone Extension will automatically create a Teams device. Accordingly, removing the trunk number for Teams, will remove the associated device. The maximum number of concurrent calls supported per device is 5.

The configuration of Nvoice for Microsoft Teams on a phone extension requires a DID for the extension on which the bolt-on is configured. This DID cannot be shared with other phone extensions or Cloudya Telephone System services (Call Queue, IVR, etc.) and is required for as long as the bolt-on is configured.

2. Additional Services

The Computer Telephony Integration services described in the Service Level Agreement: Cloudya (UK) are not available to be used in conjunction with the Microsoft Teams client, or Microsoft Teams telephone device. When such integration is required, a NFON Certified Desk Phone should be used, or an alternative integration solution designed for Microsoft Teams should be sought.

3. Responsibilities of the Customer

To ensure that the service can be used as described, the Customer is required to:

Customer's Microsoft Office 365 tenant: The management, maintenance and configuration of the Office 365 Tenant with connection to the Third-Party Supplier telephone system is the responsibility of the Customer. For the required configuration to connect the Microsoft Phone System, using Microsoft Direct Routing, the Customer can use the configuration guidelines provided by the Third-Party Supplier. These guidelines are based on Microsoft documentation, which is subject to change without notice, and are provided as is;

Using 3rd party telephony functions within Microsoft Phone System: It is the responsibility of the Customer to check whether Microsoft supports such function or feature for use with Microsoft Direct Routing, during the implementation phase and for as long as the Nvoice for Microsoft Teams service is used.

4. Service Level Agreement

The Microsoft Office 365 Platform, Microsoft Teams, Microsoft Phone System, Microsoft Direct Routing are not managed nor supported by Supplier and or the Third Party Supplier. No responsibility / liability can be assumed for the functionality and service features of the services and software provided by Microsoft, or for any changes made by Microsoft on their platform that could impact the service provided. Setting up and operating Microsoft Teams, Microsoft Phone System and Microsoft Direct Routing is not part of the service provided by the Third-Party Supplier. The Third-Party Supplier provides documentation containing configuration guidelines to facilitate the configuration of Microsoft Direct Routing and Microsoft Phone System. These guidelines are based on Microsoft documentation, which is subject to change without notice, and are provided as is.

Where the Customer chooses not to fully follow the provided configuration guidelines, the Supplier and/or the Third Party's ability to support the solution shall be diminished.

ANNEX 7 - NEORECORDING

With Neorecording various recording features are provided from the Cloud. The recording features comply with legal specifications, particularly with Markets and Finance Instruments Directive (MiFID II).

Neorecording can be used only in combination with the Third-Party Supplier telephone system.

Hosting and storage service of Neorecording recordings take place in data centers in the territory of the United Kingdom and are subject to the effective legal requirements for IT security and data protection.

In the event of use outside the territory of the United Kingdom, any liability shall be excluded.

1. Service Components

1.1 Neorecording Basic

Offers a recording profile, which records all configured telephones. The solution includes:

Recording of the specified extension

Encryption with Key Management - prior to being stored all data are automatically encrypted with the 256-bit AES (Advanced Encryption Standard). Encryption using AES guarantees a high degree of data security and thus protects the data from unauthorized access.

A license for playback of the recordings (POWERplay Web License; per simultaneous access).

Neorecording Basic can only be used in special cases such as emergency call control centers due to legal regulations, e.g. GDPR.

1.2 Neorecording Advanced

Offers a recording profile, which records all configured telephones. The solution includes:

Recording of the specified extension

Compression of recorded conversations - the required bandwidth for transmission and the storage capacity for archive media can be used significantly more effectively (data compression can be switched on or off)

Encryption with Key Management - prior to being stored all data are automatically encrypted with the 256 bit AES (Advanced Encryption Standard). Encryption using AES guarantees a high degree of data security and thus protects the data from unauthorized access. Recording management with the CLIENTcommand application (Recording Profile Service must be activated) - Offers functions such as recording start/stop, retention/rejection of recording, pause/fast forward recording and the addition of supplementary information to conversations.

Generates a customer-specific recording profile - the rules embedded in the Recording Planner allow you to decide which conversations should be recorded.

A license for playback of the recordings (POWERplay Web License; per concurrent access).

1.3 INSIGHTneo

INSIGHTneo is the central reporting solution that generates meaningful reports and dashboards based on all available data from INSPIRATIONneo and the recording solutions. The user is guided step by step through the report generation process, which makes this tool easy to use. In order to provide a user-friendly experience, there are three components for report generation, which are at the user's disposal: The Report Templates module, the Report Instances module, and the Reports module. Customer-specific reports are defined by means of the following three components:

1. Report Templates: Importing and managing report templates

2. Report Instances: Selecting a report template in order to specify the report you want to generate (parameter values, visibility, execution date etc.)

3. Reports Module: Displaying the generated reports

The Reports Module ensures that each report only contains data that creator of the report and the receiver is allowed to use. In addition to report generation, supervisors and team leaders can make use of dashboard widgets to display summaries, graphics, and display instruments in a portal-like fashion.

The dashboard widgets can be created in INSIGHTneo. The procedure is similar to one used for report generation. There are also dashboard widgets for agents, which help them to assess their own performance.

INSIGHTneo is free of charge for Neorecording and INSPIRATIONneo users.

1.4 INSPIRATIONneo Supervisor - Quality Management (QM)

Allows access to the INSPIRATIONneo quality monitoring solution. Apart from various access and user rights, the software offers hierarchical user administration. This ensures that each individual user can see and use only the functions, for which he is authorized (Named User License). For this purpose, various user roles can be generated, and the user is allocated to one of these roles. Various function rights may in turn be assigned to a role. INSPIRATIONneo – Supervisor offers a supervisor access facility. Consequently, the supervisor, unlike an agent, is given more user rights and may use more functions within the system, such as various extensive possibilities for search and playback of all the conversations recorded.

INSPIRATIONneo includes all the modules required for quality management:

The agent module to administer the agents

The template model to generate individual assessment templates
The session module, as a central collection point for recordings and as a starting point for assessments

The report module for generating customer-specific reports and dashboards

The quality management module, with access to finalized assessments, the possibility to calibrate and create quality thresholds

1.5 INSPIRATIONneo Agent - Quality Management (QM)

Allows access to the INSPIRATIONneo quality monitoring solution. As well as various access and user rights, the software offers

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hierarchical user administration. This ensures that each individual user can see and use only the functions, for which he is authorized (Named User License). For this purpose, various user roles can be generated and the user is allocated to one of these roles. Various function rights may in turn be assigned to a role. Each agent is allocated agent access by INSPIRATIONneo Agent and thus can access only his own agent data. This ensures that only supervisors may see sensitive data, such as for instance assessments of other agents.

INSPIRATIONneo includes all the modules required for quality management:

The agent module to administer the agents

The session module, as a central collection point for recordings and as a starting point for assessments

The quality management module, with access to finalized assessments

1.6 POWERplay Web - Playback function

The POWERplay Web application offers extensive possibilities for search and playback of all the conversations recorded. A license for playback of the recordings (POWERplay Web License; per simultaneous access). This deals with concurrent licenses, which are not directly allocated to one user, but which correspond to a pool of concurrent rights of use. If all the licenses are in use, when additional users attempt to log in the appropriate malfunction messages are displayed.

1.7 POWERplay Pro – Playback function (Client Software)

POWERplay Pro is an efficient, Java-based client application for searching and replaying recorded conversations. The simple and clearly structured user interface enables the user to systematically search for conversations, listen in on current conversations (Monitoring), replay several conversations at the same time or listen to parts of a conversation in an endless loop.

POWERplay Pro convinces with an intuitive and modern user guidance and a clearly structured search results list. POWERplay Pro requires software installation before usage. A secure connection (SSL) is used to guarantee safety upon transmission.

1.8 Online Storage - Storage Service

The recording system can archive conversations in a protected, ASC proprietary format or in a standardized format (e.g. archiving in WAV format to allow playback of the conversation on every PC).

1.9 Setup Services

The Supplier configures the activated licenses.

Neorecording Basic Setup Service includes the initial Customer set up and the configuration of the associated telephones for a basic bulk recording. In a bulk recording, all conversations are completely recorded. The recording is automatically started when the conversation begins, it is stopped when the conversation ends and is then saved. In addition, the system includes an associated web-based guidance manual, a quick guide and interactive help function.

Neorecording Advanced Setup Service

Includes the initial set up and the configuration of the associated telephones, plus an associated web-based guidance manual, a quick guide and interactive help function.

Neorecording Advanced Upgrade Fee

Includes the upgrade of a Neorecording Basic License to a Neorecording Advanced License.

INSPIRATIONneo Add on Setup Service

The Quality Management Setup Service is a service additional to the basic or advanced recording package. It includes the initial set up and the configuration of the associated quality management agents. An associated web-based guidance manual, a quick guide and interactive help function are included.

Recording Profile Service

This service includes the setting up of a customer-specific recording profile for the authorized recording packages.

1.10. Bulk Download

The service package “Bulk Download” consists of an access to the client/server application DOWNLOADclient and the download of recorded conversation within the respective tenant. The service package allows users to download up to 100GB of call data per month. Supplier reserves the right to charge any downloads above 100GB.

The DOWNLOADclient is installed as a client/server application on the client PC to be connected and establishes a connection to the recording system using a username and password. The data to be downloaded can now be filtered using various filter criteria, such as date, time, additional data and downloaded afterwards. The download of audio conversations is exported in WAV format and additional data can be exported in XML format. It is also possible to automatically delete the data from the recording system after having successfully downloaded it.

The service-package “Bulk Download” is a concurrent license, which is not directly allocated to one user, but which corresponds with a pool of concurrent rights of use. If all licenses are in use and an additional user tries to log in, a malfunction message will be displayed. The initial term shall be twelve (12) months and shall subsequently be extended by a further thirty (30) days in each case if not terminated in writing by either party no later than fifteen (15) before expiry of the initial term or an extension. Billing is performed on a monthly basis.

2. Calculation Basis

Neorecording License – monthly fee per configured extension
Neorecording Advanced License – monthly fee per configured extension

POWERplay Web License – monthly fee per additional concurrent replay license(s)

POWERplay Pro License – monthly fee per additional concurrent replay license(s)

Bulk Download – monthly fee per tenant
INSPIRATIONneo License (Agent) – monthly fee per configured named user

INSPIRATIONneo License (Supervisor) – monthly fee per configured named user

Online Storage Services – monthly fee per commenced stored gigabyte

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Setup – The setup fees are calculated as soon as the system has finally been set up.

3. **Specifics**

It is not possible to combine a Neorecording basic license with a Neorecording advanced license. The use of the CLIENTcommand application for recording management is currently possible with Microsoft Windows only.

The use of POWERplay Web is currently only supported by the following browsers:

Firefox 71.0 or higher

Internet Explorer 11 - only in connection with Windows 10

Microsoft Edge

Google Chrome 73 or higher

The use of POWERplay Pro requires installation of a current Java version (Java 1.8.x)

There is no guarantee for the use of Neorecording with any other internet browsers or telephone devices.

4. **Requirements of Customer**

The Customer is required by law to inform those participating in the conversation that the conversation is being recorded. Those participating in the conversation must be allowed the opportunity to give their informed consent to the recording or else to refuse to be recorded, e.g. by ending the telephone conversation. Similarly, the Customer must obtain the informed consent of its employees.

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ANNEX 8 - NHOSPITALITY

Nhospitality is a solution to the communications needs of the hospitality industry. In differentiating customers and employees, the fees charged depend on the type of extension. The Nhospitality solution integrates with all modern hotel front of office systems (PMS), but it can also be used in standalone mode where a custom phone service must be available. Nhospitality is the modern solution for every hotelier who wishes to stay in touch with his clientele.

Thanks to the Nhospitality solution for the Third-Party Supplier telephone interface, the Supplier and/or Third-Party Supplier makes available to the Customer a central, virtual, VoIP-focused and specialised service for the hospitality sector for the duration of the Agreement.

Nhospitality is a service created for hotels, retirement homes, university residences, health clinics, rehabilitation, hospitals or tourist accommodation of any type, enabling the attention of telephone service providers according to the Agreement (Nhospitality Basic, Standard or Pro). Each delivery element is listed separately in the corresponding matrix. This description of services includes only Nhospitality Basic / Standard / Pro services and not those of the telephone interface.

1. Service Components

1.1 Overview of Functions

Feature (Extension/Guest /Room/Hotel)	Basic	Standard	Pro
PMS Interface	X	X	X
Call Accounting (CAS)	X	X	X
CAS Reporting	X	X	X
Permission	X	X	X
Guest Name	X	X	X
Guest Language	X	X	X
Simple Room Status	X	X	X
Simple Wake up (MOH)	X	X	X
Message Waiting Indication (MWI)	X	X	X
IVR Room Status		X	X
IVR Wake Up		X	X
IVR TTS Minibar		X	X
IVR TTS Laundry		X	X
IVR TTS 8 Languages		X	X
IVR Messaging			X
IFC 3 rd Party Interface Agent			Add-On
Mobility Service APP Room Status/Minibar/ Guest Info			Add-On
Mobility Service Tracking APP			Add-On

1.2 Feature built into the Third-Party Supplier Telephone System
The characteristics depend on each Nhospitality variant: Basic, Standard or Pro.

Billing of the room / customer / user extension, billing (CAS)
Fee evaluation, standardized and periodic call volume report
PMS interface, IP interconnection to the Front Office / Property Management System (PMS)
Authorization management via PMS or Nhospitality Client
Determine the name of the extension (customer name) via PMS or Nhospitality Client
Determine Message Waiting Indicator (MWI) via PMS or Nhospitality Client
Room status SVI, determining the status of the room via the room phone or Nhospitality Client
IVR alarm clock, to be regulated via the room phone, PMS or Nhospitality Client. Execution and monitoring of awakening. 8 languages available.
IVR TTS mini-bar service, reservation of consumed mini-bar items to the PMS via phone from the room or Nhospitality Client.
IVR TTS laundry service, confirmation of the return of cleaned laundry to the PMS, via the room phone or the Nhospitality client.
Distribution of IVR messages, hotel specific IVR module for announcements and message delivery.

1.3 Compatible Front Office Hotel / Property Management Systems (PMS)

We know the following PMS systems that have been tested or certified:

Micros / Fidelio (EasyLynq certified for versions 6, Suite 7, Suite 8 and Opera, Fidelio Reference number: 5001-309)
Protel
Sihot
NewHotel
WinTouch
Brilliant
IDPMS / Itesso (HotelConcepts)
Host
Medallion (Softbrands / Infor)
Portfolio (Softbrands / Infor)
Epitome (Softbrands / Infor)
NHS
TMS / SAP
Visual One
Optima (Silverbyte)
ASSD
Acihotel
Fidelity
HS3
Guestline

In addition, the Third-Party Supplier is compatible with FIAS-like derivatives of the proprietary interface specification. Oracle (Micros / Fidelio) and with emulations of the protocol "HOSTLINK" as well as with derivatives like the owner's manual for the Siemens (Caracas) interface, which can be connected in a specific way to the project.

1.4 Use of traffic data

To assess the charges, the Third-Party Supplier telephone interface transmits traffic data to the billing system of Nhospitality related to the client. Traffic data consists of - outgoing extension, time of conversation, correspondent's

number (shortcut or integer), duration and fees. Any other processing and use of these data from traffic only occurs here for the purposes mentioned in the Telecommunications Act (TKG) and in the scope prescribed therein. The possible evaluations in Nhospitality and the backup of traffic data are incumbent upon Customer.

2. Calculation basis

The supplement to the Nhospitality contract is based on the price:

- Business Standard
- Business Premium

The additional contractual variants are:

- Nhospitality Basic
- Nhospitality Standard
- Nhospitality Pro

2.1 By room extension and other extension

2.1.1 The billing basis of the monthly usage fee as well as the installation costs are the extensions of the installation. In this sense, the extensions are all those listed in the service portal (mypbx.chesscloudpbx.com) under the TARGETS menu item, in the Type column, or the records localisable of the type "Extension" and type "eFax". The complement to the Nhospitality contract has two different types of extension: the room extension, defined by the designation "Nhospitality room" in the service portal, and the rest of the other extensions calculated, also called ADMIN Extensions.

2.2.2 Each respective remuneration may vary for the type of BEDROOM extension and arises from the contract or conditions related to the selected tariff or the current price list. So, at the end of the month, the BEDROOM extension type and the other remaining extensions are identified specifically, as ADMIN.

3. Special Features

Nhospitality is a billing system based on call data, which is transmitted to Nhospitality. Through therefore only the call data made available by the telephone system and / or bridge.

4. Requirements of the Customer

The compliance of the Nhospitality installation requires an extension plan, which must be provided by the Customer. Nhospitality billing is based on the price grid used as a basis for calculation. This must be defined by the Customer. The required interface for the PMS must be provided by the Customer.

5. Limitations

The Supplier and/or Third-Party Supplier do not bear any liability for computer equipment (INTERFACE PC) or for terminals providing support for the PMS interface. The PMS Nhospitality interface is usually based on an interface under specific license, available locally on the PMS manufacturer side, running on a local PC INTERFACE.

ANNEX 9 - XCAPI VOIP INTERFACE

The "XCAPI VoIP Interface" is a bolt-on that supplements the "Telephone System" service with a Voice over IP (VoIP) interface in form of multi-channels SIP virtual devices for the connection of external systems, such as fax server solutions, for call switching.

This document provides a description of the services operated and provided. This is not an exhaustive list of all features available to the Customer.

The Supplier and Third-Party Supplier are committed to providing the services using the latest level of technology and security and the services are continuously evolving. Accordingly, features may change over the duration of the Agreement. This Annex only focuses on the fixed characteristics.

The "XCAPI VoIP Interface" can only be used as an add-on to the Third-Party Supplier Cloudya Phone Extension. The bolt-on acts as a device onto a Phone Extension.

The ordering and provision of the service takes place independently of the services of third parties. The activation and use of "XCAPI VoIP Interface" require the simultaneous use of the "telephone system" service.

1. Device Management

1.1 Device Provisioning

The "Device Provisioning" service is not used by the "XCAPI VoIP Interface". This VoIP interface is therefore classed as an Un-provisioned SIP Device. The operation of the service and support of specific features is dependent on the features and support provided by the third-party solution that is connected into the "XCAPI VoIP Interface". Accordingly, the ability to use specific features is subject to such third party providing continuous support of such features.

1.2 Device Integration

The "XCAPI VoIP Interface" device interacts with services on the Third-Party platform through several technical interfaces. These include:

Telephony: Transmission of calls and voice data via Voice over IP (VoIP) between a third-party system and the Third-Party platform;

Input and output of up to five (5) parallel voice channels (lines) as well as the possibility to extend the number of channels with additional lines;

Output of all calls to an entire number range from the Third-Party Telephone System to the third-party system;

Initiation of calls from the third-party system to the telephone system, transfer to extensions and connection to the relevant service from and to the Public Telephone Switched Network (PSTN);

Encryption: Encryption of calls is not available with the "XCAPI VoIP Interface".

The features Busy Lamp Field, Intercom and Phone Menu are not supported.

Cloudya Phone Extensions that are associated with an "XCAPI VoIP Interface" device cannot be associated with any other device.

Multiple Cloudya Phone Extensions can be associated with one "XCAPI VoIP Interface" device.

2. Additional Services

The following services) are not available to be used in conjunction with the "XCAPI VoIP Interface":

- Mobility Option;
- Softphone;
- Computer Telephony Integration (CTI);
- Voice Operator Panel.

3. Responsibilities of the Customer

To ensure that the service can be used as described, the Customer is required to:

Third-Party System: The management, maintenance and configuration of the third-party system, which is connecting into the Third-Party Supplier Platform using the "XCAPI VoIP Interface" is the responsibility of the Customer.

Using third party telephony functions with the Services is the responsibility of the customer to check whether the third-party vendor supports such function or feature, during the implementation phase and for as long as the "XCAPI VoIP Interface" service is used.

4. Service Level Agreement

The "XCAPI VoIP Interface" service is classed as Un-provisioned SIP Device the Supplier will therefore not be able to provide support or assist in troubleshooting or resolving issues with registration, signalling, or call quality problems.

Third-party systems which are connecting into the Third-Party Platform using the "XCAPI VoIP Interface" are not managed nor supported. No responsibility / liability can be assumed for the functionality and service features of the services and software provided by a third-party vendor or for any changes made by the third-party vendor on their platform or system that could impact the service provided. Accordingly, no SLA's apply to the vendor environment.

Setting up and operating third-party systems is not part of the service provided by the Supplier and/or the Third-Party Supplier. Documentation may be provided containing configuration guidelines to facilitate the configuration of third-party systems but is in no-way required to do so. These guidelines would be provided as is.

5. Calculation basis

The "XCAPI VoIP Interface" service, as well as additional lines, can be flexibly ordered at any time in addition to an existing tariff, which includes a "telephone system" service. The service is billed on a monthly basis in arrears at the beginning of the following month. The number of services ordered is charged, not the actual number of services used

ANNEX 10 - CONTACT CENTRE HUB

Contact Center Hub is a cloud-based contact center software in the sense of a Contact Center as a Service (CCaaS). As a native omnichannel product, it offers communication channels such as telephone, email, helpdesk, web chat, and social media messenger.

This document describes different features of Contact Center Hub available via its web interface.

The ordering and provision of the service takes place independently of the services of third parties, in particular Microsoft Office 365, Microsoft Teams, Microsoft Phone System and Microsoft Direct Routing. In case of integration into Microsoft Teams, the operation of the service and support of specific features is dependent on the features and support provided by Microsoft. Accordingly, the ability to use specific features is subject to Microsoft providing continuous support of such features.

1. Contact Center Hub

Contact Center Hub (CCHub) is a modular system providing natively processed multiple communication channels in one single web application. Phone calls, web chat, emails with integrated helpdesk system, SMS chat, MSTeams integration and social messenger services like Facebook®, WhatsApp®, or Viber® are supported.

Agents can handle individual customer requests via any communication channel. Part of CCHub is its CRM module, which automatically logs the Customer’s entire communication history across all available media channels.

CCHub offers unified reporting over all communication channels in real time. The system contains a number of most frequently used predefined reports. On request, further reports can be implemented. CCHub is designed as an open platform with an HTTP API REST interface for the subscriber to use.

All communication channels of CCHub are individually licensed per user. Generally, there is a named user as well as a concurrent user model available. Each user needs a license for each communication channel where they shall be able to log in to process requests. If the user has a license for one communication channel, they can be logged in to an unlimited number of queues of the given communication channel. For example, one voice communication channel license means that a user can log in to any number of voice communication channel call queues. Users who do not log into any queue do not need a license to process requests (e.g. administrator, management, team leader for reporting purposes, etc.).

2. Integrated PBX-functionality

The basis for the telephony function of Contact Center Hub is the integrated PBX in the sense of a hosted virtual IP PBX. This supports typical standard voice features - transferring a call, placing a call on hold, background music, parking a call, attended and blind transfers, call forwarding, identification of the incoming caller, call pick up and hunt groups etc. and is administered via secure HTTPS web access.

The Customer admin has full right depending on the licensed functions and features to administer and to manage the CCHub. With regards to those features Customer can administer, Customer is fully responsible for all changes to the setting.

Some functions and features (e.g. SMS Connector etc.) can only be administered by Supplier and/or the Third-Party Supplier.

The physical servers of the virtual PBX are located in fully secured and Geo-redundant data centres of the Third-Party Supplier’s subcontractors, where physical access is allowed to authorized and verified persons only.

3. Trunk-Interconnection

In order to interconnect CCHub with the public network, there are three different implementation variants:

3.1 CCHub + 3rd party PBX

The CCHub can be interconnected with an existing third-party PBX via its SIP-interface. In this implementation variant, CCHub will use the third-party PBX as a gateway to the public network.

In this case the agent uses the CCHub web frontend together with the phone device connected to the third-Party PBX or the softphone client which is provided as an integral part of CCHub.

If a third party’s connectivity is used via a third-party PBX, the contact center subscriber will contact this entity first in case of any problems. If the fault cannot be proven on the part of the PBX-provider, the subscriber shall contact his CCHub provider (NFON partner), who shall verify the functionality of the VoIP server and the connectivity in its network.

3.2 NFON CCHub + NFON SIP-Trunk*

Thanks to its integrated PBX functionality, Contact Center Hub can work on its own. To interconnect to the carrier network, the Third-Party Supplier’s SIP-trunk product NconnectVoice can be used.

In this case the agent uses the CCHub web frontend together with the softphone client, which is provided as integral part of CCHub.

This implementation variant may be relevant if interconnection with a third-party PBX or integration with Cloudya is not desired for whatever reason.

* depending on availability of NFON NconnectVoice

3.3 CCHub + Cloudya

To provide a particularly smooth user experience for Cloudya subscribers, CCHub is offered integrated with Cloudya - as if from a single source.

In this case the agent uses the CCHub web frontend together with Cloudya devices. The agent can answer inbound calls and initiate outbound calls using the CCHub web frontend as the main user interface, which in turn controls the primary Cloudya device as the SIP phone. This deep integration frees the agents from the complexity of managing tools and devices, so they can keep the focus on customer contact.

4. Types of users

CCHub differentiates between 3 main user-roles. Users are defined by their rights to access modules and functional sections as well as by their management rights.

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4.1 Accesses

“Accesses” define the appearance of the dashboard and the user’s rights to access individual modules (left Menu bar), to reports and to selected activities of communication channels within the system. It also specifies the ability of the user to make changes (create, read, write, delete, update).

4.2 Rights

The “Rights” define the authorisation of managing users, queues, events, pauses, tickets, wallboard, accesses and assign those rights that can be managed by the user.

4.3 System Admin

System Admin is the only type of user which is not dependent on its rights and accesses as it has full access to the settings and setup of CCHub software and may be used by the Supplier and/or Third-Party Supplier to prepare configuration for end-customers.

4.4 Admin User

Admin User is a type of user with extended rights and accesses that allows him/her to make changes within the system.

4.5 Basic User

Basic User is a type of user which is highly limited by availability of rights and accesses. It is a type of user provided to the Customer.

5. Types of licences

CCHub provides two basic types of licences:

5.1 Named License

The “Named License” model grants a user specified by name access to the selected communication channels.

5.2 Concurrent License

A “Concurrent License” is not dedicated to an individual user. This license model rather limits the number of users logged into the selected communication channels at the same time.

6. Voice Channel

6.1 IVR Module

The IVR module provides a fully customizable call flow based on selected Interactive Voice Response (IVR) configuration elements. The CCHub IVR module supports an unlimited number of IVR trees, which can also be chained. The configuration is done via the CCHub web interface. This module also provides calculated statistics on IVR selection and can be integrated with other databases and web services.

6.2 CST Module (Call steering)

Call steering helps to navigate through various IVR options using voice recognition.

6.3 Queues

Queues are basic building blocks/elements for advanced setting of incoming or outgoing activities. They decouple a large number of concurrent calls / requests from the available agents and allow to sort calls according to defined rules. Three main types of queues can be distinguished in CCHub. Inbound, outbound and campaign

queues.

Inbound (Passive) queue

On the “outer” side of the queue incoming calls are routed to one of several incoming queues depending on the called number or IVR selection. On the “inner” side agents can subscribe to one or more queues. Depending on the distribution logic selected, a call is connected to the most appropriate agent. The agent can be logged into an unlimited number of queues. The enrolment in the queues can be changed dynamically without the agent having to log out.

6.4 Outbound queue

Operators logged into this type of queue are allowed to make outbound calls and/or handle requests for outgoing call activities such as missed or scheduled calls.

Campaign queue

CCHub campaign module allows easy import of phone numbers, including clear web configuration of call scripts displayed to agents. The current status and performance of campaigns, including agent work, is logged in real time and presented in clear statistics and reports. Manual campaigns and campaigns with automatic progressive and/or predictive dialling are supported.

Outbound Campaigns

Manual (Preview) Dialling

The Preview (manual dialling) option allows agents to start calls manually. To do this, they click the call button after previously checking the information in the customer’s contact form. After finishing the call, the agent enters the appropriate call result and closes the customer form

Progressive Dialer

With progressive dialling, CCHub displays a customer contact form for a predefined period of time for the agent to review. Once this time has elapsed, the system automatically calls the contact. If there is no response, the system ends the call and calls another form. In case of a successful call, the agent completes the case and terminates the call as usual.

Predictive Dialer

With our predictive dialer software, you can achieve a high volume of customer contacts, maximizing staff utilization and cost efficiency in the contact center. The system is set up to call a list of phone numbers. It filters out any unproductive calls to ensure that it only connects a waiting agent with a live customer.

Robocaller

CCHub provides the ability to make outbound calls to target customers without an agent. This is a special outbound campaign that automatically makes outbound calls without the need for human intervention.

When our Robocaller calls a customer, you have a range of options. You can play a prerecorded personalized message to provide information or conduct a customer survey. You can even convert the outbound call into an inbound call if the customer so chooses. Since

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there are no agents involved, the service can work around the clock if desired.

6.5 Call Recording

You can record both incoming and outgoing calls, including transferred calls. The recordings can be retrieved and played directly through the web interface. Call recording can be initiated per queue, user or trunk.

6.6 Supervisor Monitoring

The supervisor/team leader has access to the real-time overview, which allows to monitor the agents' activities in real time. The team leader can also create QA forms to verify and/or closely monitor the quality of the agents' interaction with the end customers.

6.7 TTS

CCHub text-to-speech engine allows you to send personalised messages to hundreds of your contacts daily. These messages can include information that is specific to each person. This generates a far better response rate than generic outbound messaging. Information can be retrieved from any connected database and converted to speech to form part of the message.

7. Helpdesk & Email channel

The CCHub email channel is implemented as a feature of the Helpdesk module, a multi-channel helpdesk application with a clear web interface for easy handling of customer requests and internal company tasks. Customers can enter new requests via phone, email, web chat, and SMS. CCHub Helpdesk processes them logically and sorts them into a clear communication history per customer. CCHub Helpdesk integrates with company email supporting standard secure protocols (POP3S, IMAPS, SMTPS). By categorizing tickets personalized views, settings, tracking of emails and tickets becomes more effective. Use categories, priorities or SLAs for better results.

CCHub Helpdesk supports a variety of communication channels. Regardless through which communication channel a request is received, all are held in the communication history. The same applies to any outbound communication channel used for contacting the customer. The communication history is logged for each contact and within a ticket.

8. Chat based channels

All chat channels except SMS Chat allow their users to transfer activities between each other. It also supports sending attachments and images in both directions.

Webchat

CCHub Webchat allows unlimited number of channels, you can choose between predefined styles or customize the look & feel to your corporate design. All WebChat communication transcripts are saved and automatically added to the customer's communication history. The WebChat agent also receives the information from which web page the chat message was started and which web pages the customer visited afterwards.

Chatbot

Webchat can be enhanced with a simple but powerful chatbot

based on a decision tree. Configured in minutes, the chatbot helps you reduce the workload due to repetitive requests.

Web Click to Call

Web Click-to-Call is a callback widget that can be placed on a website. Website visitors can easily enter their contact information and enter a callback time that is convenient for them. At that exact time, CCHub automatically connects the website visitor to a free agent with the website visitor. This feature can also be integrated into the webchat widget.

Facebook® Messenger

Customers can also communicate with your contact centre via Facebook® Messenger or send a private message that is then handled by agents. This CCHub channel supports sending attachments in both directions and can manage multiple Facebook® Messenger accounts.

WhatsApp Business Chat – WhatsApp® Business API Connector
CCHub WhatsApp® Business allows your customers to connect with CCHub Contact Centre agents via the WhatsApp® platform. Customers can contact your business via WhatsApp® by sending a private message.

This is assigned to an agent according to configurable priorities and strategies. It also allows managing multiple WhatsApp® for Business accounts.

Viber® Business

CCHub Viber® Business allows your customers to connect with CCHub Contact Centre agents via the Viber® platform. Customers can contact your business via Viber® by sending a private message. This is assigned to an agent according to configurable priorities and strategies. It also allows managing multiple Viber® for Business accounts.

SMS Chat

With CCHub SMS Chat you can communicate with your customers via SMS messages and group these messages into threads. SMS is extremely versatile and supports all mobile phones. The variant without reply option is particularly frequently used to inform customers about the availability of products or reservation confirmations, for example.

9. Additional modules

QA Module

The QA module allows you to create quality assurance forms and monitor the quality of agents service. You can rate calls, emails and other activities.

RTP Real-time Panel

The RTP provides access to real-time status of logged-in agents, queues, open activities throughout the system. It also allows live monitoring of calls and/or termination of such activities. It includes the option to send notifications to agents.

CRM Module

The CCHub CRM module acts like an intelligent address book. It allows you to connect to a variety of databases and log the communication history of the customer interactions. With CCHub CRM you can configure how the customer and company card will look like and which components should be used on the card.

Wallboard

CCHub Wallboard offers many predefined statistics widgets that can be customised to present KPIs or statistics

Knowledge Base

The knowledge base is used to organise information and knowledge and integrates with all communication channels. It allows you to save new information and procedures, tag them and make it available for full-text search.

Advanced Analytics

In Advanced Analytics, you can create customised charts by selecting the required data and chart type. You can combine reports with mathematical operations, create, display and send them by email.

10. Application Integration

CRM / e-commerce / WFM / AI

CCHub CRM provides a public API interface for integration with external systems. In numerous Customer projects many well-known CRM systems could be integrated for automatic contact synchronisation, to which there are now easily configurable connectors. The main advantage of CCHub CRM for operators is its speed, where the user has information about the customer before answering a call or web chat, for example. But also ERP, e-commerce, workforce management systems or artificial intelligence applications can be integrated with CCHub.

Google Data Studio

CCHub is fully compatible with one of the most powerful data visualisation tools – Google Data Studio. Visualise your data from CCHub and get the freedom to play around with it any way you like – all in real time. Schedule to receive your reports in your email.

Google Datawarehouse

For large datasets Google BigQuery provides up to 40x faster loading times, enabling you to use high-complexity analytic queries so you get the most out of your data.

MS-Teams

The CCHub integration with MS-Teams allows users to handle customer or back-office calls directly in MS-Teams and extends the standard MS-Teams PBX features with all contact centre related PBX features such as skills, queues, call recording, etc.

Email and chat communication can also be handled directly via the MS-Teams GUI. The CCHub WebApp is available directly in the MS-Teams client via an icon in the MS-Teams main toolbar. This option is not available when CCHub is integrated with the Cloudya PBX, but only in standalone mode communication channels. Any device that supports a web browser can be used for display.

ANNEX 11 - NCONNECT VOICE 2.0

With Nconnect Voice 2.0, the Customer is provided with a public telephone network access for the duration of the Agreement using the SIP (Session Initiation Protocol) technology.

Using Nconnect Voice 2.0, the Customer can connect one or several Customer sites via a VoIP connection. This allows the exchange of voice traffic, in combination with the possibility, within the legal framework, of porting his geographical numbers or of receiving new phone numbers.

Nconnect Voice 2.0 is certified by well-known telephone systems manufacturers. An overview of the certified systems, the software versions and other information can be found at mypbx.chesscloudpbx.com service, documents, manuals. Non-certified telephone systems can be connected as well, this requires manual configuration.

1. VoIP Service

Nconnect Voice 2.0 offers a VoIP service as a replacement of the previous ISDN / S2M connection. The Customer continues to use his existing telephone system for call processing and routing for incoming and outgoing calls.

In this context, the Customer is provided with an internet-based telephone connection. The telephone connection includes a SIP account and a maximum number of concurrent incoming and outgoing voice calls

Features

The Nconnect Voice 2.0 feature set is described in detail in the Technical Manual.

2.Customer Duties and Requirements

2.1 Customer service / support

The Customer is responsible for setting up and operating the telephone system on the Customer site, i.e. the configuration of the system (e.g. telephone numbers, dial plan, authorizations of the extensions, etc.).

2.2 Internet Connection Requirements

Customers are required to provide a minimum bandwidth of 100 kbit/s up- and download (simultaneous) per simultaneous telephone call at the site. The internet connection must also continuously provide a latency of less than 100 ms (measured on DE-CIX to the telephone system) and a package loss of clearly less than 1 %. To ensure voice quality the necessary bandwidth should be guaranteed by Quality of Service (QoS) measures as e.g. separation of voice and data.

3 Restrictions and limitations of services

Restrictions

The Supplier and/or the Third Party Supplier cannot:

- provide network support, nor provide support for the necessary network infrastructure or provide support with implementation, operation, and fault correction of the network.
- provide support for the internet connection except for the Third Party Supplier access products in accordance with their service level agreements.
- Provide support for the PBX connected to the SIP Trunk.
- provide support for linking applications to Nconnect Voice 2.0

beyond referencing the existing interface specification unless ordered as a billable consulting service.

Limitations

The VoIP technology cannot reproduce all functions of classic voice telephony (via ISDN or analogue connection). Therefore, the following functionalities are not provided:

- adding standard- or special ISDN equipment, e.g. ISDN PC cards, fire alarms, EC-Cash or credit card systems, franking machines, and alarm systems
- offline billed special telephone numbers
- use of Preselect and Call-by-Call offerings the Supplier and/or the Third Party Supplier reserve the right, with consideration to the customer's interest, to block individual target telephone numbers, groups of target telephone numbers or special country codes:
- Outgoing call barring:

The Third-Party Supplier provides several security classes where specific destinations that are frequently used for fraudulent calls are blocked. Customer has the possibility to switch between those barring classes. Per default all critical destinations are blocked. Details are described in the handbook (mypbx.chesscloudpbx.com service, documentation, handbooks)

• **Fraud detection:**

The Supplier and/or Third Party Supplier will continuously check cost limits per channel. In case the limit of £20 per hour is reached, all inter-national and calls to premium services may, at the discretion of the Supplier, be blocked. Customer is informed about this security measure via the available contact information. Customer has the possibility to unblock the SIP Trunk from the portal. In case the blocking is removed without solving the fraud case, the Supplier and/or Third-Party Supplier cannot be made reliable for any financial damages.

• **Call forwarding:**

Forwarding of calls to emergency services, premium services and directory enquiry services is prohibited. It is possible to initiate call forwarding by the PBX or a device in a way that is transparent. In that case it is not possible to prohibit unwanted destinations

Microsoft Teams Integration

The Integration for Microsoft Teams provides PSTN connectivity for your Microsoft Teams client allowing you to make calls and using it as your single solution. The integration on Nconnect Voice 2.0 (SIP Trunk) comes in two forms:

Microsoft Direct Routing

Microsoft's Operator Connect

The purchase and provisioning of Microsoft Teams and all needed Microsoft licenses must be done separately and are not done by the Supplier or the Third-Party Supplier.

4 Microsoft Direct Routing

The Standard Integration for Microsoft Teams service is offered as a bolt-on to Nconnect Voice 2.0 (SIP Trunk) and allows for the configuration of the Microsoft PSTN-Hub as a PBX Endpoint for a

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specific Trunkset. The description of Trunkset and PBX Endpoint can be found in the Nconnect Voice 2.0 Technical Manual. Specific features of Nconnect Voice 2.0 are supported where feasible. Features may change over time due to continuous improvement of the Microsoft Direct Routing solution, or of the Third-Party Supplier platform. The operation of the service and support of specific features is dependent on the features and support provided by Microsoft. Accordingly, the ability to use specific features is subject to Microsoft providing continuous support of such features.

The Third-Party Supplier provides documentation containing configuration guidelines to facilitate the configuration of Microsoft Direct Routing. These guidelines are based on Microsoft documentation, which is subject to change without notice, and are provided as is. Where the Customer chooses not to fully follow the provided configuration guidelines, the Supplier and/or the Third Party's ability to support the solution shall be diminished.

Certified SBCs

The cloud-deployment model for MS Operator Connect requires the deployment of Microsoft Certified SBCs into its network. The certification of devices/manufacturers is determined and conducted by Microsoft. Distributed MS Certified SBC clusters are deployed on the network, for geographic resilience, and load-balancing of traffic, on both the public and private sides of the interface between the Third-Party Supplier and the Microsoft 365 network. These SBCs are connected to geographically distributed, load-balanced SBC clusters in the core network, for SIP connectivity and PSTN breakout.

5. Microsoft Operator Connect

Microsoft Teams - Operator Connect is offered as a bolt-on to an Nfon Nconnect Voice 2.0 (SIP Trunk) connecting Microsoft Teams to the public switch telephony network (PSTN). It allows Microsoft Teams to make and receive external calls without the need for Microsoft Calling Plans or on-premise Equipment

Microsoft Operator Connect:

Offers back-to-back service SLAs with Microsoft with bi-directional support to ensure that underlying issues are addressed between the operator and Microsoft

Enables full integration into the Teams administration center, i.e., viewing and managing phone numbers directly in the Microsoft Teams administration console (no need for PowerShell).

Support is provided in:

Escalating incidents to Microsoft when necessary

Resolving suboptimal call quality issues

Troubleshooting problems in making incoming and/or outgoing PSTN calls

Notes: Problems considered by Supplier and/or the Third-Party Supplier to be the result of issues outside its direct control are not covered.

Connectivity and Security

Connectivity between the Third-Party Supplier and Microsoft networks is implemented using the Microsoft Azure Peering Service (MAPS) over four dedicated Microsoft Voice Private Network Interconnects (PNIs). The design isolates the Operator Connect SBCs

from other traffic and from the Internet, minimising exposure to DoS and other third-party attacks.

Customer Responsibilities

The management, maintenance and configuration of the Office 365 Tenant with connection to the Third-Party Supplier telephone system is the responsibility of the Customer.

No responsibility / liability can be assumed for the functionality and service features of the services and software provided by a third-party vendor or for any changes made by the third-party vendor on their platform or system that could impact the service provided. Accordingly, no SLA's apply to the vendor environment.

6. Genesys Pure Cloud Integration

The Integration for Genesys Pure Cloud (Contact Center) provides PSTN connectivity for your Genesys Pure Cloud client allowing you to make calls and using it as your single solution. High availability of Genesys Cloud tenant is guaranteed by Genesys. PSTN connectivity high availability is guaranteed by the Third-Party Supplier. The purchase and provisioning of Genesys Pure Cloud must be done separately and are not done by the Third-Party Supplier.

The Integration for Genesys Pure Cloud is offered as a bolt-on to an Nconnect Voice 2.0 (SIP Trunk) and allows for the configuration of the Genesys Pure Cloud as a PBX Endpoint for a specific Trunkset. The description of Trunkset and PBX Endpoint can be found in the Nconnect Voice 2.0 Technical Manual.

The operation of the service and support of specific features is dependent on the features and support provided by Genesys. Accordingly, the ability to use specific features is subject to Genesys providing continuous support of such features.

7 Customer Portal

Access to the customer portal is via the username and password. When the order is completed, an email is sent to the customer with their customer number and a link to setup their password. Access to the portal is at mypbx.chesscloudpbx.com.

ANNEX 12 - RECORDING INSIGHTS FOR NVOICE FOR MS TEAMS

SERVICE DESCRIPTION

Recording Insights for Nvoice for Microsoft Teams is a bolt-on that supplement both the Third-Party Cloud telephone system and Nvoice for Microsoft Teams. Recording Insights offers users a recording and analytics solution for the entire communication within Nvoice for Microsoft Teams and the Third-Party Cloud telephone system depending on the tariff.

Recording Insights is an app solution for Microsoft Teams that is built in Microsoft Azure and based on the Azure Active Directory of the respective tenant. Based on that, the solution offers a user-specific administration regarding recording, visibility and replay, access and rights as well as analytics. This ensures that each individual user can only see and use the functions for which he/she is entitled. For this, various user rules can be created which can be assigned to a user. This ensures that access to sensitive data, e.g. searching and replaying recordings, is only possible for users with the respective rules assigned.

Recording Insights for Nvoice for Microsoft Teams can only be used in combination with the Third Party Cloudya phone extension and a Nvoice for Microsoft Teams license.

The provisioning of the service takes place independently of the Nvoice for Microsoft Teams (as outlined in **Annex 5**) and the services of third parties, in particular Microsoft Office 365, Microsoft Teams, Microsoft Phone System and Microsoft Direct Routing.

The recorded and uploaded data is stored securely within a Microsoft Azure Blob Object Storage. Within the tenant, 5GB of storage is included per named user subscription. This storage is then pooled between all users. The Microsoft Azure region is automatically selected by the closest location to where the tenant ID is registered. This Annex applies exclusively for business customers within the territory of the United Kingdom. In the event of use outside the territory of the United Kingdom, any liability shall be excluded.

1. Service Components

There are five different options of the solution available. Users can also choose from 4 different add-ons in addition to these options. The solution is generally licensed per named user per month, i.e. for every user with an activated user package, a subscription is required. It is not possible to mix "Compliance and Smart" packages.

1.1 Smart Recording

This package offers users a solid basis for recording of conversations within Microsoft Teams. The solution includes:

- Recording of specified named users
- Access to the Recording Insights application
- 5 GB of storage per named user subscription
- Encryption with Key Management - prior to being stored all data are automatically encrypted with the 256 bit AES (Advanced Encryption Standard). Encryption using AES guarantees a high degree of data security and thus protects the data from

unauthorised access. Recording of conversations via one Microsoft bot (non-redundant)

Usage of different recording modes, such as:
Bulk recording: All calls are recorded with bulk recording. The recording is automatically started at the beginning of the call, is terminated at the end and is stored afterwards.

Recording on Demand: Recording on Demand (RoD) means that a user has the possibility to manually control the recording. This is an option which can be activated within the recording rules and then be assigned to individual users. This includes:
Starting the recording ("Start")
Stopping the recording ("Stop")

Rule-based recording: At the start of the call, it is decided based on rules stored in the application whether the call should be recorded or not.

Recording rules can be determined e.g. for the following parameters: Never record - Users with this setting will never be recorded by own organisation
(Assigned tenant ID)

Audio

Video/screen

Chat within audio and video/screen conversations
Direction of the call

Retention time: A deletion time can be determined within a Recording Rule, so that the recording will be deleted once the retention time is reached.

User rights & access management for specified named users that can be individually combined to create a company-specific rights structure

Usage of reporting

1.2 Smart Recording & Analytics

This package contains the same features as Smart Recording, but with the possibility to add Microsoft Cognitive Services for analytics to gain deeper insights. It is featured with configurable analytics rule per user and specific analytics centric dashboards and reports. The Microsoft Cognitive Services must be added as an additional package.

The solution includes:

Visualised transcript — The conversation is transferred from speech to text

Highlight keywords — All predefined keywords that are spotted within the recording are marked and displayed as keywords.

Categorisation on basis of keywords — All keywords that are spotted within the recording are marked and displayed in categories. Displaying sentiment — All sentiments within the recording such as neutral, positive or negative are marked and displayed.

Key phrase extraction — All predefined key phrases within the recording are marked and displayed.

Named entity recognition — All predefined names within the recording are marked and displayed.

Usage of additional analytics user rights & access management for specified named users

Analytics rules can be determined e.g. for the following parameters: No Analytics allowed

Analyse on Demand

Analyse all

Usage of additional reporting:

Analytics report

An analytics report can be created based upon the number of calls with selected keywords or categories.

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1.3 Analytics

This package contains the ability to upload recordings to the Recording Insights app and use Microsoft Cognitive Services for analytics to gain deeper insights. It is featured with configurable analytics rules per user and specific analytics centric dashboards and reports. The Microsoft Cognitive Services must be added as an additional package.

The solution includes:

- Visualised transcripts — The conversation is transferred from speech to text
- Highlight keywords — All predefined keywords that are spotted within the recording are marked and displayed as keywords.
- Categorisation on basis of keywords — All keywords that are spotted within the recording are marked and displayed in categories.
- Displaying sentiment — All sentiments within the recording such as neutral, positive or negative are marked and displayed.
- Key phrase extraction — All predefined key phrases within the recording are marked and displayed.
- Named entity recognition — All predefined Names within the recording are marked and displayed.
- Usage of additional analytics user rights & access management for specified named users
- Analytics rules can be determined
- Usage of additional reporting:
- Analytics report

1.4 Compliance Recording

This package offers users an enhanced feature set especially designed for companies with regulated users. In addition to that, recording within the Compliance Recording package is especially secured with redundant recording capabilities and the option to use geo-redundant storage.

The solution includes:

- Recording of specified named users
- Parallel Recording (Redundant recording of conversations via two Microsoft bots) (dependent on availability within Microsoft Calling API)
- 5GB of storage per named user subscription.
- For Compliance Recording packages, GRS (geo redundant storage) is available besides the Standard LRS (local redundancy storage) option. It can be decided per tenant, which version of storage shall be used (without additional costs for quota). Mixing within one tenant is not possible. Note: if GRS has been selected, also the GRS packages have to be selected, when additional storage is required.
- Access to ASC Recording Insights application
- Encryption with Key Management — prior to being stored all data are automatically encrypted with the 256 bit AES (Advanced Encryption Standard). Encryption using AES guarantees a high degree of data security and thus protects the data from unauthorised access.

Usage of different recording modes:

- Bulk recording
- Recording on Demand
- Rule-based recording
- Retention time
- User rights & access management for specified named users
- Conversation Safe – An individual collection of conversations can be compiled so that they cannot be deleted during proceedings for

the preservation of evidence e.g. for Litigation Hold

Audit logs — All logins and user activities are registered. The interactions are stored and can be retrieved by users with administration rights.

Usage of reporting:

- Recording report
- Audit Log report
- Extended report

1.5 Compliance Recording & Analytics

This package contains the same features for users as Compliance Recording, but with the possibility to add Microsoft Cognitive Services for analytics to gain deeper insights. It is featured with configurable analytics rules per user and specific analytics centric dashboards and reports. The Microsoft Cognitive Services must be added as an additional package.

The solution includes:

- Visualised transcripts
- Highlight keywords
- Categorisation on basis of keywords
- Displaying sentiment
- Key phrase extraction
- Named entity recognition
- Usage of additional analytics user rights & access management for specified named users
- Analytics rules can be determined, for example, for the following parameters:
- No Analytics allowed
- Analyse on Demand
- Analyse all
- Individual analytics
- Usage of additional reporting:
- Analytics report

2. Additional Options

2.1 Storage

If the included storage of 5 GB per named user subscription is exceeded, an additional storage package is required. Each storage option includes 500 GB storage space for the entire tenant and is charged per month.

Storage 500 GB — GRS (Region 1) — per tenant / per month

This storage option includes the storage of up to 500 GB in a Microsoft Azure Block Object (Blob) Storage with geo redundancy in the selected Microsoft Azure Region. Currently available Azure regions in Region 1 are Europe North, USA West and USA East. Other regions on request. GRS storage is only available for Compliance Recording packages (Compliance Recording and Compliance Recording & Analytics)

Storage 500 GB — GRS (Region 2) — per tenant / per month

This storage option includes the storage of up to 500 GB in a Microsoft Azure Block Object (Blob) Storage with geo redundancy in the chosen Microsoft Azure Region. Currently available Azure regions in Region 2 is Asia East. Other regions on request. GRS storage is only available for Compliance Recording packages (Compliance Recording and Compliance Recording & Analytics)

Storage 500 GB — LRS – per tenant / per month

SCHEDULE 3.4(A) – CLOUD PBX SERVICES

This storage option includes the storage of up to 500 GB in a Microsoft Azure Block Object (Blob) Storage with local redundancy in the selected Microsoft Azure Region. Currently available regions are Europe North, Asia East, USA West and USA East. Other regions on request.

2.2 Utilisation of Microsoft Cognitive Services

If an analytics package is licensed in combination with an analytics package, the corresponding functionalities can be used. Speech Analytics (100h) — per tenant / per month. The Speech Analytics package includes the ability to perform analysis based on Microsoft Cognitive Service Speech to Text and Text analytics, which includes sentiment analysis, key phrase extraction & named entity recognition. Video Indexer (100h) — per tenant / per month. The Video Indexer package includes the ability to perform analysis based on Microsoft Video Indexer service for audio and video information.

Translate (100h) — per tenant / per month

The Translate package includes the ability to perform translation of transcribed information based on the Microsoft Translate service. Please note that transcription via Speech Analytics package or Video Indexer package is required.

One of the existing analysis packages is mandatory to use the available analytics functionalities within the Recording Insights application. For example, having a transcript available for all or certain conversations, categorisation based on keywords, highlight keywords, and reporting conversations that contain certain keywords.

2.3 Export

The export functionalities offer customers the possibility to export/download recorded information. This can be done by simply downloading recordings from the Recording Insights app (as bulk or single recordings) or mass exporting the recording content to a 3rd party system for archiving or retrieval purposes. Recording Export 500 GB — per package/per month. Offers the possibility to export an amount of 500GB of data from ASC Recording Insights.

Please note that in case of a cancellation of the service the subscriber is obliged to remove all personal data within a 30-day timeframe (please see data processing agreement). To export and store your data please use this add-on service, Customers will need to purchase the Export license and download their own calls.

3. Calculation Basis

Smart Recording — per named user/per month
Smart Recording & Analytics — per named user/per month
Analytics — per named user/per month
Compliance Recording — per named user/per month
Compliance Recording & Analytics — per named user/per month
Storage 500 GB — GRS (Region 1) — per tenant/per month
Storage 500 GB — GRS (Region 2) — per tenant/per month
Storage 500 GB — LRS — per tenant/per month
Speech Analytics (100 h) — per tenant/per month
Video Indexer (100h) — per tenant/per month
Translate (100h) — per tenant/per month
Recording Export 500 GB — per package/per month

4. Teams and Neorecording

Supplier and/or the Third-Party Supplier cannot assume any responsibility/liability for the functionality and service features of the services and software provided by Microsoft or ASC, or for any changes made by Microsoft/ASC on their platform that could impact the service provided. Accordingly, no SLAs defined in this Agreement applies to the Microsoft/ASC environment.

5. Requirements of Customers

The Customer is required by law to inform those participating in the conversation that the conversation is being recorded. Those participating in the conversation must be allowed the opportunity to give their informed consent to the recording or else to refuse to be recorded, e.g. by ending the telephone conversation.

Similarly, the customer must obtain the informed consent of its employees.