

SCHEDULE 3.14 – TEAMS CALL RECORDING SUBSCRIPTION

1. APPLICATION

1.1 This Schedule contains a description the of **Teams Call Recording Subscription**. It 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 Where stated on the **Order**, the Supplier shall provide the Customer with a subscription to use the Call Recording Service, UCR, Voice-AI, Voice Intelligent Cloud and other associated tools including Software, the API and any Documentation together with Updates hereinafter defined as “**Services**”.

2.2 The features available with the Services vary depending upon the type of Licenses. The Supplier offers Lite, Standard and Premium Licenses.

2.3 All Licenses have standard features:

- 2.3.1 Pause and resume
- 2.3.2 Recorded voice announcements
- 2.3.3 Workspace Web Application
- 2.3.4 Multi-language web app
- 2.3.5 User inbox
- 2.3.6 iOS and Android apps
- 2.3.7 Search user recordings
- 2.3.8 Access controls
- 2.3.9 GDPR compliance
- 2.3.10 ISO27001 compliance

2.4 The following features are available depending upon the type of License Subscription:

Specific License Features	Lite	Standard	Premium
Single user licenses	•	•	•
Compliant audio recording	•	•	•
Retention period	12 Months	Unlimited	Unlimited
Download single recording	•	•	•
Download bulk recordings	•	•	•
Keyword search	•	•	•
Legal hold			•
Voice AI transcriptions			•
Voice AI (Sentiment, Emotion)			•
Alerts			•

2.5 The Supplier is authorised to re-sell Subscriptions. The Subscriptions are licensed, not sold.

2.6 To use the Services, the Customer must have either, a:

- 2.6.1 Teams Direct Routing Service pursuant to **Schedule 3.10**;
- 2.6.2 Operator Connect Service pursuant to **Schedule 3.12** to operate with the Services; or
- 2.6.3 Microsoft Calling Plan Service pursuant to **Schedule 3.6(A)**.

2.7 Where the Customer procures internet or connectivity services from the Supplier, for use with the Services, the Supplier provides such Services in accordance with **Schedule 3.2** and/or **Schedule 3.3** as applicable.

3. ACCESS TO AND USE OF SERVICES

3.1 This Customer shall have the limited right from the commencement of its Subscription until termination of this Agreement or otherwise as provided for under this Schedule to access and use the Service consistent with its Subscription for its internal business or private purposes. Without limiting the foregoing, the Customer’s right to access and use the API is also subject to the restrictions and policies implemented by the Supplier from time to time with respect to the API as set forth in the Documentation or otherwise communicated in writing.

3.2 The Customer is responsible for determining whether the Service or the information generated thereby is accurate or sufficient for its purposes.

3.3 The Customer agree not to: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than Users in furtherance of its internal business purposes as expressly permitted by this Schedule; (b) use the Service to initiate Call Recordings or persisting of media without all legally required advance notices having been provided to all participants on a call or virtual meeting being recorded or persisted; (c) use the Service to Process data on behalf of any third party other than Users; (d) modify, adapt, or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks; (e) falsely state, infer or imply any sponsorship or association with the Supplier or Our Affiliates, (f) use the Service in an unlawful manner, including but not limited to violation of any person’s privacy rights; (g) use the Service to send unsolicited or unauthorized junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (h) use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person’s intellectual property rights; (i) use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and/or its components; (j) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Service; (k) use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (l) use the Service to store files that are deemed by the Supplier to not be voice or video communication or derivatives thereof; (m) use the Service to knowingly post, transmit, upload, link to, send or store any Malicious Software; or (n) use or attempt to use the Service in violation of these Terms of Service.

3.4 The Customer is responsible for compliance with the provisions of this Agreement by Users and for any and all activities that occur under its Account, as well as for all Customer Data. Without limiting the foregoing, the Customer is solely responsible for ensuring that use of the Service to store and transmit Customer Data is compliant with all applicable laws and regulations.

3.5 Subject to any limitation on the number of individual Users available under the Subscription, access to and use of the Service is restricted to the specified number of individual Users permitted under the Subscription. The Customer agrees and acknowledges that it will be allocated unique login details (such as username and password) for administrators of its Account and that it is responsible for maintaining the confidentiality of all login information for its Account.

3.6 A high-speed Internet connection is required for proper transmission of the Service. The Customer is responsible for procuring and maintaining the network connections that connect the Customer network to the Service, including, but not limited to, “browser” software that supports protocols used by the Supplier, including Secure Socket Layer (SSL) protocol or other

SCHEDULE 3.14 – TEAMS CALL RECORDING SUBSCRIPTION

protocols accepted by the Supplier, and to follow procedures for accessing services that support such protocols.

3.7 The Supplier shall not be responsible for notifying the Customer or Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Customer Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by the Supplier. The Supplier assumes no responsibility for the reliability or performance of any connections to the Service, save for where the Customer procures such services from the Supplier and such responsibility is expressly stated in the applicable **Service Schedule**.

3.8 Without prejudice to any other rights, the Supplier reserves the right, at its reasonable discretion, to temporarily suspend access to and use of the Service:

3.8.1 during planned downtime for upgrades and maintenance to the Service (for which it will use commercially reasonable efforts to notify the Customer of in advance);

3.8.2 during any unavailability caused by circumstances beyond our reasonable control, such as, but not limited to, uncontrollable acts of nature, acts of government, acts of terror or civil unrest, technical failures beyond our reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties, including without limitation, distributed denial of service attacks;

3.8.3 if the Supplier suspects or detects any Malicious Software connected to Your Account or use of the Service by You or Users; or

3.8.4 if the Supplier suspects or detects a breach of the applicable Third Party Supplier's Fair Use Policy, the current version of which is available at www.dubber.net/fairusepolicy.

4. DATA PROTECTION

4.1 This paragraph 4 supplemental to clauses 10 and 12 of the **General Conditions**, in the event of express conflict only it shall supersede the **General Conditions**.

4.2 The Supplier and Third-Party Supplier collect certain information about the Customer and Users as well as their respective devices, computers and use of the Service. The Third-Party Supplier use, disclose, and protect this information as described in the Data Processing Agreement and in any event in accordance with Data Protection Law.

4.3 Third Party Suppliers will only be given access to the Account and Customer Data as is reasonably necessary to provide the Service (and the Other Services pursuant to paragraph 5 (Third Party Services) and will be subject to confidentiality obligations. Without limiting the foregoing, the Customer gives the Supplier authority to refer to a provider or providers of Other Services any customer support request the Customer may make to the Supplier in respect of the Service.

4.4 Without limiting the foregoing, and subject to the Data Processing Agreement, the Third-Party Supplier may also access or disclose information about the Customer, the Account or Users, including Customer Data, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect its rights or property, including enforcement of this Agreement or other policies associated with the Service; or (c) where the Supplier believes in good faith that such disclosure is necessary

to protect personal safety or avoid violation of any applicable law or regulation.

4.5 The Third-Party Supplier may communicate directly with the Customer and/or Users, including but not limited to provide information about platform and Service capabilities or Updates.

4.6 The Supplier may disclose to third parties that the Customer is a customer. The Supplier and/or the Third-Party Supplier may also request that you participate in a joint press release and/or customer story or case study in connection with your use of the Service and you will have the right to approve the content thereof prior to release.

5. THIRD PARTY SERVICES

5.1 If the Customer decides to enable, access or use Other Services, then its access and use of such Other Services is governed solely by the terms and conditions of use of such Other Services, and the Supplier does not endorse, is not responsible or liable for, and make no warranty or representation as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data (including Customer Data) or any interaction between the Customer and the provider of such Other Services.

5.2 The Customer irrevocably waive any claims it has or may have against the Supplier with respect to such Other Services.

5.3 The Supplier shall not be liable for any damage or loss caused or alleged to be caused by, or in connection with, the Customer's enablement, access or use of any Other Services, or its reliance on the privacy practices, data security processes or other policies of such Other Services.

5.4 The Customer may be required to register for or login to such Other Services on their respective websites. By enabling any Other Services, the Customer is expressly permitting the Supplier to disclose Your login details for the Service as well as Customer Data, as deemed necessary by the Supplier to facilitate the use or enablement of the Other Services.

6. CHARGES AND PAYMENT

6.1 This paragraph 6 is supplemental to clause 6 of the **General Conditions** and in the event of express conflict this clause shall take precedence.

6.2 The Supplier shall invoice the Customer monthly in advance for the Subscriptions stated on the **Order(s)**.

6.3 If the Customer chooses to upgrade a Subscription or increase the number of authorized Users, any incremental Subscription Charges associated with such upgrade will be prorated over the remaining time in the relevant payment cycle, charged to the Account and due and payable on the next payment date. The future Subscription Charges will reflect any such upgrade in full.

6.4 The Supplier reserves the right to apply a price increase to the Charges each calendar year except where the Supplier has agreed otherwise with the Customer in writing. The Supplier will notify the Customer when the price increase applies for each Service by email, on the Customer's invoice, the Chess Customer portal and/or on its website at www.chessICT.co.uk. The increase will be rounded to the nearest whole pence and calculated by multiplying the existing Charges by a percentage comprised of i) the Retail Price Index ("RPI") rate figure published by the Office of National Statistics in January of that year (ignoring negative figures), plus ii) 3.9%. If the RPI figure

SCHEDULE 3.14 – TEAMS CALL RECORDING SUBSCRIPTION

is negative in the year the Supplier will only increase Charges by 3.9%. This paragraph 6.4 is without prejudice to clause 6.10 of the General Conditions and as such shall not be deemed superseded.

6.5 The Customer hereby authorize the Supplier to invoice it and it shall make payment by way of direct deposit, credit card or other means approved by the Supplier on a periodic basis in accordance with the terms of the Order, and you further agree to pay any Subscription Charges so incurred.

6.6 The Supplier may use a third-party intermediary to manage billing, receipt and processing of payments. This intermediary is not permitted to store, retain or use Customer billing information except to process payment information for the Supplier (including, without limitation, credit or debit card and bank account details).

7. DISCLAIMER OF WARRANTIES

7.1 THE SITE AND THE SERVICE, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND THE SUPPLIER EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7.2 THE CUSTOMER ACKNOWLEDGE THAT THE SUPPLIER DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY THE CUSTOMER FROM THE SUPPLIER OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

8. LIMITATION OF LIABILITY

8.1 THIS PARAGRAPH 8 IS SUPPLEMENTAL TO CLAUSE 9 OF THE **GENERAL CONDITIONS** AND IN THE EVENT OF EXPRESS CONFLICT SHALL SUPERSEDE IT.

8.2 THE CUSTOMER AND ITS END USERS ACCEPT THAT USE OF THE PRODUCTS IS AT ITS OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SUPPLIER BE LIABLE TO FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, LOSS OF OR CORRUPTION OF DATA HOWEVER CAUSED, EVEN IF THE DAMAGES WERE FORESEEABLE OR THE SUPPLIER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE SUPPLIER FOR DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS, EXCEED A SUM EQUAL TO THE CHARGES PAID OR PAYABLE BY THE CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8.4 THE LIMITATIONS AND EXCLUSIONS OF LIABILITY UNDER THIS PARAGRAPH 8 APPLY:

8.4.1 WHETHER SUCH CLAIM ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, STATUTE OR OTHERWISE, AND;

8.4.2 NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY

NOTHING IN THIS SCHEDULE LIMITS OR EXCLUDES ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. TERM AND TERMINATION

9.1 This paragraph 9 is supplemental to clauses 2 and 8 of the **General Conditions** and in the event of express conflict shall supersede it.

9.2 Where the 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 pursuant to clause 2.1 of the **General Conditions**, the Agreement shall continue until terminated by the Customer giving at least thirty (30) days' notice to the Supplier to terminate the Agreement. Use of the Voice Services following expiry of the Minimum Term will be subject to the Supplier's standard published Tariffs.

9.3 Where a Customer is a Microenterprise or Small Enterprise Customer or Non-for-Profit Customer, they shall have the additional right to terminate the Agreement by giving the Supplier written notice within 30 days of the date the notice from the Supplier of proposed amendments to the Charges and/or the Agreement pursuant to clause 6.10 and/or clause 16.1 of the **General Conditions** is received and where such changes are likely to cause material detriment to the Customer.

9.4 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 30 days in accordance with paragraph 9.3, the Customer shall be deemed to have waived its right to terminate pursuant to paragraph 9.3. The Customers continued use of the Services shall be deemed acceptance of such changes.

9.5 If a Customer terminates the Agreement pursuant to paragraph 9.2 or 9.3 above, the Customer shall not be liable for any Termination Charges.

9.6 Notwithstanding paragraph 9.3, 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.

CONSEQUENCES OF TERMINATION

9.7 Following the termination of this Agreement and cancellation of the Account, the Supplier and Third-Party Supplier reserve the right to delete all Customer Data in the normal course of operation. Customer Data cannot be recovered once the Account is cancelled.

9.8 Termination of this Schedule shall not relieve the Customer of its obligations to pay all Charges that have accrued or are otherwise owed by the Customer to the Supplier. All Charges paid are non-refundable to the maximum extent allowed by Applicable Law.

9.9 All rights of the Customer and its End Users to access and use the Services will automatically cease upon termination of the Agreement.

9.10 If the Customer registered for a free or discounted trial of the Service, it would have access to the Service for the specified period of the trial (**Trial Period**) for free or at the stipulated rate/s for the Trial Period. At the end the Trial Period, the trial

SCHEDULE 3.14 – TEAMS CALL RECORDING SUBSCRIPTION

will automatically convert to a paid subscription in accordance with the terms of the Order (which, unless set out otherwise in Your Order, will be for a 12-month term at the Supplier's standard rates for the Service). If the Customer wish not to proceed beyond the Trial Period, it must notify the Third Party Supplier in writing no later than 24 hours before the end of the Trial Period, in which case Customer Data will no longer be available to you from the end of the Trial Period, and the Customer will be solely responsible for all compliance or regulatory obligations in connection with Customer Data as applicable.

10. PROFESSIONAL SERVICES

10.1 Where the Supplier provides the Customer with Professional Services in relation to the initial configuration, installation, customisation or technical support in respect of the Services, the provision of such services shall be governed by **Schedule 4.2 Professional Services**.

11. ADDITIONAL SUPPORT SERVICES

11.1 Where specified in the **Order**, the Supplier will provide the Customer with Additional Support Services as detailed in **Schedule 4.1 Fault Management Connectivity** in relation to Service Faults which relate to the customisation or configuration of the Services undertaken by the Supplier by way of Professional Services provided upon implementation.

11.2 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 Voice 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**.

ANNEX 1 – DEFINITIONS

"Account" means all accounts created by or on behalf of the Customer or Users within the Service.

"API" means the application programming interfaces developed and enabled by the Third-Party Supplier that permits Customer to access certain functionality provided by the Service, including without limitation, the REST API that enables the interaction with a Call Recording account automatically through HTTP requests and the application development API that enables the integration with other web applications.

"Call Recording" means core capability of the Software that enables a person to record and playback voice and video recordings.

"Credentials" means a system to restrict access including usernames and passwords.

"Data Processing Agreement" means, where applicable, a data processing agreement to regulate how the Third-Party Supplier process Personal Data in connection with this Agreement.

"Documentation" means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Service provided or made available by the Supplier or Third Party Supplier through the Site or otherwise.

"Internal Business Purposes" means the internal business purpose(s) relating specifically to the integrity of its systems, networks, documents, emails and other data.

"Site" means www.Dubber.net, www.DubberConnect.com and other websites that our Third-Party Supplier operates presently or in the future.

"Software" means software provided by the Supplier (either by download or access through the internet) that allows a User to use any functionality in connection with the Service.

"Subscription" means the subscription level for that part of or all of the Service for which the Customer subscribes pursuant to an Order.

"Termination Charges" means compensatory Charges payable by the Customer to the Supplier on termination of this Agreement in whole or in part pursuant to clause 8.7 of the **General Conditions**, being an amount equal an average of the monthly Charges invoiced by the Supplier in the 6 months prior to the date of termination, multiplied by the number of remaining months of the **Minimum Term**.

"UCR" means unified communications recording, being a core feature of business infrastructure that unifies the recording of conversational data (cloud calling & collaboration software and service & solution provider networks) across an entire enterprise (audio, video and text).

"Update" means any new or modified Features added to or augmenting or otherwise modifying the Service or other updates, modifications or enhancements to the Service.

"User" means an individual natural person authorized to use the Service through the Account and pursuant to the Subscription as an end user and/or administrator.