Telia

Competella



Scope of the Agreement

- 1.1. These supplementary terms and conditions (the "Supplementary Terms") apply to the Competella service, as sublicensed by Telia Mobil Danmark (Telia) and produced by Enghouse Interactive (Enghouse). Telia and the enduser/customer ("Customer"), are hereinafter collectively referred to as the "Parties".

 These Supplementary Terms are not applicable to any other services agreed between the Parties, but only to the Competella service, as defined below.
- 1.2. The Competella service is Software as a Service (SaaS) that enables the Customer's switchboard attendants to use a professional tool for answering company calls, directory searches and effectively transfer calls to internal or external users and phone numbers (the "Competella Service"). Competella is produced and maintained 24/7 by Enghouse. For more information about Competella, see www.enghouseinteractive.se/competella.
- 1.3. Besides these Supplementary Terms including its appendices (the Competella End User License Agreement and the Support and Maintenance Services - SaaS conditions), The main agreement regarding the Services (the "Main Agreement"), the General Terms and Conditions for Telia Denmark's Communication Services (Business) ("General Terms and Conditions)" shall apply to the Customer. Furthermore, other documents, such as the Customer's order and special provisions in connection with specific offers, shall form part of the agreement between the Parties. The in this section mentioned terms and conditions and documents shall jointly constitute the agreement between Telia and the Customer (the "Agreement") Further terms or amendments shall be agreed in writing between the Parties to be valid. The Agreement contains information that is confidential between the Customer and Telia which may not be disclosed to any third party.
- 1.4. The Competella EULA is provided as Annex 1 to these Supplementary Terms and Conditions.
- The Support and Maintenance Services SaaS conditions are provided as Annex 2 to these Supplementary Terms and Conditions.
- 1.6. In the event of any conflict between the provisions of the Agreement, the terms of these Supplementary Terms shall prevail over the other provisions of the Agreement, unless otherwise specified in the Main Agreement.

2. Responsibility

- 2.1. The Customer is responsible for appointing the following contact person(s) with name and contact details:
 - Primary contact for all communications regarding contractual and other commercial topics.
 - Contact for the delivery of the Competella Service and to perform acceptance testing.

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 Service contact, who creates error messages and change requests for Telia.

2.2. Technical Configuration in Teams

The Customer is responsible for checking the configuration in the Teams Admin Center according to Telia's instructions as described in the documents "AdminGuide - Telia Teams Phone Mobile (ENG)" and "AdminGuide – Telia Operator Connect Fixed (ENG).

2.3. Microsoft Office 365 licenses

Customer is responsible for purchasing the required Microsoft Office 365 licenses for Teams Phone System.

2.4. Division of responsibilities between Telia and Enghouse is an integration between Enghouse Interactive's cloud service for Competella, Microsoft Teams and Telia's network. Telia is only responsible for the transmission of calls and configuration and delivery to/from the demarcation point between Telia's and Microsoft's networks (ref. Supplementary Terms and Conditions Teams Phone Mobile & Operator Connect Fixed). Enghouse Interactive is responsible for the operation, development and maintenance of the Competella Service.

As Telia is a reseller of the Competella Service, the following terms and conditions are as provided by Enghouse.

- Competella EULA (Annex 1)
- Competella DPA

The Customer undertakes to comply with these terms and conditions provided by Enghouse, as updated from time to time and made available in Competella's support portal for the Customer as well as on request to Telia.

2.5. Disclaimer

As the Competella Service is a service that is produced and maintained by Enghouse, the Customer is aware that no financial claims relating to the Competella Service can be directed towards Telia.

2.6. Support responsibilities – Telia

- Telia is handling all Customer contacts related to support issues with the Competella Service.
- Telia is responsible for assisting Customers with troubleshooting incidents related to the quality of calls, delivery and configuration of Telia's phone numbers in the Teams Admin Center and troubleshooting problems in Competella depending on the issue. Depending on the problem, Telia may report the problem to Microsoft or Competella.

2.7. Support Responsibilities - Customer

- The Customer is responsible for Microsoft Teams, Teams Phone System, and clients and apps.
- The Customer is responsible for equipment such as PCs, phones and headsets.
- Customer is responsible for the IP network between the clients and Microsoft cloud services and the Competella Service.
- The Customer is responsible for the IT security of the Customer's Microsoft Teams tenant and for any





consequences of fraud, data or misuse of the service that may cause high call charges or other costs.

3. Geographical coverage

3.1. Competella as sublicensed by Telia to the Customer can be deployed for users in multiple countries where the Customer may choose. In Denmark Competella sublicensed by Telia to the Customer can only be used with Telia mobile or landline subscriptions.

4. Delivery

4.1. Delivery time

The delivery time to (i) activate the Competella Services or (ii) make any changes to the Services will be indicated in the order confirmation.

4.2. Acceptance of delivery

Delivery is complete with Customer's acceptance of delivery and the end of the Proof-of-Concept, as described below.

5. Service and support (SLA)

5.1. Telia is handling 1st and 2nd level support for the Competella Service. For 3rd line support, Telia forwards support cases to Enghouse and handles the contact with Enghouse.. Se Annex 2 - Support and Maintenance Services – SaaS for support hours and other SLA terms.

6. Changes and additions

- The Customer can add new users and functions during the term of the Agreement.
- 6.2. The Customer is obliged to pay for all Services ordered as set forth in the applicable ordering document.
- 6.3. Enghouse may at its sole discretion choose to discontinue publishing or making available the Competella Service or any of its features at any moment during the term of this Agreement. Enghouse and Telia may in that event cancel any unpaid purchase order for such discontinued/cancelled Competella Services (or features) without any liability to the Customer. Such cancellation shall not be deemed a breach of this Agreement.
- 6.4. In the event that Enghouse based on an infringement claim regarding the Competella Service - decides to replace the software with other reasonably equivalent software or parts thereof, or modify the software so it becomes non-infringing, the Customer shall have no claim against either Enghouse or Telia as a result thereof, and it shall not be considered a breach of this agreement.

7. Agreement term and termination

7.1. The Agreement may be concluded with a term of 12, 24 or 36 months, as determined in the Main Agreement (the "Term"). The Term begins after expiration of the Proof-of-Concept period. The Agreement is irrevocable to the Parties for the

duration of the Term, except as otherwise explicit stated in this

7.2. After the Term the Agreement expires automatically, unless the Agreement is extended through renegotiation.

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7.3. In the event that Telia's right to sublicense the Competella Service to the Customer is ceased or discontinued for any reason, Telia shall have the right to terminate the Agreement with the Customer upon 30 days written notice. Such termination shall not be considered a breach of this Agreement, and Telia shall have no liability towards the Customer in this regard.

8. Invoicing

8.1. Invoicing

One-off costs are invoiced at the time of delivery.

Telia will invoice the Customer for Competella Service.

The standard payment term is net 30 days starting from the invoice date.

Telia may choose to invoice the Customer for the Services ordered annually, monthly or for the Term in advance.

- 8.2. Onboarding and Proof-of-Concept period
 At the end of onboarding a Proof-of-Concept (the "PoC")
 period of 30 days will start: During the PoC the Customer has
 the right, regardless of reason to unsubscribe the entire
 system before PoC end date (End of the onboarding + 30
 days), without any fees apart from the onboarding fee
 specified in the price list. This free cancellation is subject to a
 written notice to be sent prior to the PoC end date. At the end
 of PoC end date, the contract will become binding for the
 Parties for the Term.
- 8.3. Telia has the right to, without prior notice, to cease Customer's access to the Competella Service until full payment has been made.
- 8.4. The Competella Service fees as per the pricelist are exclusively related to the access and utilization of the Competella Service. With the exclusion of (but not limited to): assistance regarding installation, configuration, import of user data (e.g. via CSV-file or Powershell), test of Enghouse system, 1st and 2nd line support performed through Telia, Azure consumption cost utilizing different App Services in Azure for fetching the Competella Service solution (e.g. utilize calling BOTs in Azure etc.) for which additional cost my apply.

9. Limitation of liability and non-compliance

9.1. Customer acknowledges that the Competella Services may be temporarily unavailable due to scheduled maintenance or for unscheduled emergency maintenance, either by Enghouse or by third-party providers, or because of other causes beyond Telia and/or Enghouse's reasonable control. Where reasonably possible, and where Enghouse informs Telia hereof, Telia shall make reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

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- 9.2. The Customer's sole and exclusive remedy for any non-conformance of the Competella Service is to inform Enghouse via Telia of the non-conformance within 10 calendar days and permit Enghouse to work to fix such non-conformance, Enghouse shall have forty-five (45) days to fix the non-conformance work. If Enghouse is not able to fix the non-conforming work within the forty-five (45) day period, Customer may elect to not use the Service.
- 9.3. Customer acknowledges, understands and agrees that complex services, as the Competella Service are never wholly free from errors and/or defects and Enghouse and/or Telia gives no warranty or representation that the Services will be wholly free from such errors and/or defects. Neither Enghouse nor Telia warrants or represents that the Competella Service will be compatible with any other software or systems that are not specified as compatible in Enghouse's documentation or Customer's third-party software or systems. Enghouse and Telia shall use reasonable endeavors to maintain the availability of the Competella Services to Customer, but does not guarantee 100% availability.
- 9.4. Except as otherwise specifically provided in this section, the Competella Service are provided by Enghouse and/or Telia and accepted by the Customer on an "as is " and "as available" basis and Enghouse and/or Telia gives to the Customer no other representations or warranties of any kind, and disclaims all warranties, oral or written, express, implied or statutory, with respect to the service or the performance or results of use thereof. Without limiting the foregoing, Enghouse and/or Telia does not warrant that the services or the operation thereof is or will be error free or uninterrupted or meets or will meet the Customer's requirements, and provider gives no implies warranty of any kind, including, without limitation, with regard to merchantability, non-infringement or fitness for any particular purpose and whether arising by usage of trade, course of dealing or course of performance.
- 9.5. The Customer warrants the legality of the Customer's data and shall indemnify Enghouse and/or Telia and its indemnitees for any actual or alleged claim, action, lawsuit or any formal or informal proceeding resulting from the legality of the Customer's data or information that Customer inputs while using the Competella Service.
- 9.6. The Customer shall defend, indemnify and hold harmless Telia and Enghouse against claims, actions, proceedings, losses, damages, expenses, and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Customer's use of the Competella Service in an unlawful manner or in violation of the Agreement.

9.7. LIMITATION OF LIABILITY

EXCEPT FOR ANY MATTER FOR WHICH IT WOULD BE UNLAWFUL TO LIMIT, IN NO EVENT SHALL TELIA BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF USE OR LOSS OR CORRUPTION OF DATA, ACCOUNT, PROFIT, BARGAIN, OR BUSINESS, INABILITY TO ACCESS THE COMPETELLA SERVICES, PERFORMANCE RELATED DELAYS, COMPUTER VIRUSES OR FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN

CONTRACT, TORT OR OTHER LEGAL THEORY. TELIA'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE FEES PAID BY THE CUSTOMER TO TELIA WHICH FORMS THE BASIS OF THE CLAIM IN THE PRECEEDING SIX (6) MONTHS. TELIA SHALL HAVE NO LIABILITY FOR ANY CUSTOM DEVELOPMENT. NO ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION HEREUNDER MAY BE BROUGHT BY EITHER PARTY MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION HAS ARISEN, EXCEPT FOR AN ACTION FOR NON-PAYMENT. THE CUSTOMER AGREES THAT IT HAS READ AND UNDERSTOOD THIS SECTION. IN CASE OF ANY CONFLICT BETWEEN THIS SECTION AND ANY OTHER SECTION OF THIS AGREEMENT, THE PROVISIONS OF THIS SECTION SHALL PREVAIL. FOR THE AVOIDANCE OF ANY DOUBT. THIS SECTION SHALL

REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING

THE TERMINATION, REPUDIATION OR EXPIRY OF THIS

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10. Definitions

Unless otherwise clearly stated in the context/circumstances, the following words and expressions have the meaning given below:

10.1. Teams Admin Center

AGREEMENT.

Teams Admin Center ("TAC") is the tool in Microsoft 365 where Customers administrate their Teams tenant/organization

10.2. Teams Phone System

Teams Phone System is the telephony system that is part of the Microsoft's Cloud Service for Teams

10.3. Microsoft's Cloud Service for Teams Relates to the Customer's Microsoft Office 365 tenant where Microsoft Teams, Teams Phone System are part of an agreement between Customer and Microsoft.

10.4. Demarcation point

The demarcation point is where a call leaves Telia's network and enters the Microsoft network (or vice versa).





Annex 1 - EULA

These terms and conditions ("Agreement") are applicable to any third party, who installs, downloads, and/or uses Enghouse Software.

1.1. Rights Granted to Customer (as applicable)

1. Software license terms and conditions

Customer shall have the non-exclusive, non-transferable right to use the Services solely for internal business operations and subject to compliance with the terms of this Agreement. Services are for the use of Customer only, and may not be resold, leased, sublicensed or otherwise transferred or made available to or for the benefit of any other party. Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services, remove any proprietary notices or labels, or access or use the services in order to build or support, and/or assist a third party

in building or supporting, products or services competitive to ENGHOUSE or create unauthorized Internet links to the Service or mirror any content on any other server or wireless or Internet-based device. Customer owns and accepts all responsibility for Customer Data, information or material that Customer and its Users process or submit to the Service in the course of using the Services. Customer agrees to separately back up all Customer Data.

1.2. Software Title

No title to or ownership of the Software or any of its parts, the information it contains or in any applicable rights therein, such as patents, copyrights and trade secrets, is transferred to Customer. Any reference to "sale", "purchase" or "subscription" of the Software shall be deemed to mean, "License on the terms contained in this Agreement." Enghouse considers the information contained in the Enghouse Software owned or created by Enghouse to be trade secrets of Enghouse and any third-party software licenses which Enghouse may resell to Customer to be trade secrets of such third-party licensor. Customer agrees to treat Software as Confidential Information and shall use the same degree of care used by Customer to protect its own Confidential Information. Except as set forth herein, or as may be permitted in writing by Enghouse, Customer will not provide, transmit or otherwise make available, the Software or any part or copy thereof to any third party, reverse engineer, reverse compile or reverse assemble the Software in whole or in part, or attempt to derive the source code, modify, adapt, translate, or create derivative works of the Software or any updates or any part thereof. Notwithstanding the previous sentence, Customer may configure Software to meet Customer's needs and Customer preferences.

1.3. Restrictions

Customer may not publish, display, disclose, sell, rent, lease, loan, or distribute the Software, or any part thereof. Customer may not assign, sublicense, convey or otherwise transfer, pledge as security or otherwise encumber the rights and licenses granted hereunder with respect to the Software. Customer may not market, co-brand, private label or otherwise permit third parties to link to the Software, or any part thereof.

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Customer may not use the Software, or any part thereof, in the operation of a service bureau or for the benefit of any other person or entity. Customer may not cause, assist or permit any third party to do any of the foregoing.

1.4. Third Party Software:

Some third party software (including some imbedded software) are exclusively licensed pursuant to express end Customer license terms made available at http://www.enghouse.com/legal/agreements.html ("Third Party EULA"). To the extent applicable, Customer agrees to be bound by these end-Customer terms respective of the applicable Third Party EULA provisions. Third party software licenses provided to Customer which are not expressly provided for in the Third Party EULA provisions are provided to Customer pursuant to the terms of this agreement including without limitation this Section 3. All third party software are restricted for use solely in conjunction with the particular Software intended by Licensor to be used therewith or with which Enghouse provides the third party software, and may not be used with any other products, or on a stand-alone basis.

2. Warranties

2.1. Limited Software Warranty

ENGHOUSE warrants, for a period of thirty (30) days from date of delivery, that the Software will substantially conform to the published specifications prevailing at the time of purchase or delivery. ENGHOUSE's sole obligation and liability hereunder will be to use reasonable efforts to remedy any such nonconformance, which is reported to ENGHOUSE in writing within the warranty period. The exclusive remedy for any breach of the foregoing warranties is for ENGHOUSE to repair, modify, replace or re-perform (as applicable). Notwithstanding the foregoing, if longer warranty periods are mandated under applicable law those periods shall apply for that location only.

2.2. Limited SaaS Warranty

ENGHOUSE shall use reasonable efforts consistent with prevailing industry standards to provide and maintain the Services in a manner, which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Customer acknowledges that the Services may be temporarily unavailable due to scheduled maintenance or for unscheduled emergency maintenance, either by ENGHOUSE or by third-party providers, or because of other causes beyond ENGHOUSE's reasonable control. Where reasonably possible, ENGHOUSE shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. Customer's sole and exclusive remedy for any non-conformance is to inform ENGHOUSE of the non-conformance within 10 calendar days and permit ENGHOUSE to work to fix such non-conformance, ENGHOUSE shall have forty-five (45) days to fix the non-conformance work. If the ENGHOUSE is not able to fix the non-conforming work within the forty-five (45) day period, Customer may elect to not use the Service.

2.3. Disclaimer of Warranty

Except as otherwise specifically provided in this section, software is provided by ENGHOUSE and accepted by the customer "as is" and ENGHOUSE gives to the customer no





other representation or warranty of any kind, express or implied, with respect to software or the performance or results of use thereof. Without limiting the foregoing, ENGHOUSE does not warrant that the software or the operation thereof is or will be error free or uninterrupted or meets or will meet the Customer's requirements, and ENGHOUSE gives no implied warranty of any kind, including, without limitation, with regard to merchantability, non-infringement or fitness for any

particular purpose and whether arising by usage of trade,

course of dealing or course of performance.

3. Limitation of liability

3.1. In no event shall Enghouse be liable for any damages resulting from loss of use, data, profit or business or for any punitive, exemplary, special, indirect, incidental or consequential damages, whether arising in contract, tort or other legal theory. Enghouse shall be limited to the lesser of the purchase price paid by the customer for the products or services under the specific order relating to the claim in the prior six (6) month period. Enghouse shall have no liability for any custom application programs. No action arising out of or in connection with this agreement or any transaction hereunder may be brought by either party more than three (3) months after the cause of action has arisen, except for an action for non-payment.

4. Confidential information

4.1. Each party acknowledges that, in the course of performing its duties under this Agreement, it may obtain information relating to the other party, which is of a confidential and proprietary nature ("Confidential Information"). Such Confidential Information may include, but is not limited to, this Agreement, pricing and proposals, computer software, trade secrets, knowhow, inventions, techniques, processes, programs, schematics, data, customer lists, financial information and sales and marketing plans. Each party shall, at all times maintain in the strictest confidence and trust all such Confidential Information, which shall not be less than those measures employed by each party in protecting its own Confidential Information of equivalent value. Customer and its employees agree not to disclose such information to any third party.

5. General

5.1. Injunctive Relief

Customer acknowledges that remedies at law may be inadequate to provide Enghouse with full compensation in the event of Customer's material breach of any: (i) license grant hereunder, (ii) confidentiality and nondisclosure obligations herein, or (iii) intellectual property rights of Enghouse, and that Enghouse shall therefore be entitled, without bond or other security obligation, to seek injunctive relief in the event of any such material breach.

5.2. Verification

At the request of Enghouse, Customer shall furnish Enghouse with a signed statement that the Software is being used pursuant to the terms and conditions of this Agreement. If Enghouse has reason to believe that the Software is not being

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used in accordance with the terms and conditions of this Agreement, Customer shall permit Enghouse to review your relevant records and inspect your facilities to verify compliance with this Agreement. In the event such inspection results in fees due to Enghouse, Customer shall immediately pay those fees to Enghouse, and any reasonable inspection costs.

5.3. Exports

This Agreement is expressly made subject to applicable laws, regulations, orders or other restrictions on the export of the Software or information about such Software which may be imposed from time to time. Customer shall not export the Software, documentation or information about the Software and documentation without complying with such laws, regulations orders or other restrictions. Customer agrees to indemnify Enghouse and its licensors against all claims, losses, damages, liabilities, costs and expenses, including reasonable legal fees, to the extent such claims arise out of any breach of this section.

5.4. Termination

Upon termination, Customer agrees to destroy or return all copies of the Software and documentation and to certify in writing that all known copies, including archived copies, have been destroyed. All provisions relating to confidentiality, proprietary rights and limitation of liability shall survive the termination of this Agreement. Upon any termination, and upon receiving Customer request, Enghouse will make Customer Data available to Customer for electronic retrieval for a period of 30 days, but thereafter Enghouse will delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control. For the avoidance of doubt, If no request is received, Customer Data will be automatically deleted after termination

5.5. Installation Services

Customer may purchase installation services from Supplier for any Products and/or Services ordered. As conditions to such installation, Customer will permit Supplier reasonable access to the installation site, will prepare the installation site in accordance with Supplier's site preparation specifications and will store the delivered Products at the site until the installation date.

5.6. Customer Responsibility

Customer will assign a knowledgeable representative to act as project manager to provide information, answer questions and make decisions on behalf of Customer. Customer is responsible for the acquisition of all peripheral equipment such as NT1s. PCs and printers and is also responsible for the initial and recurring costs of network services. Customer is responsible for installation of any local area network, host computer and telephone system connectivity required to support the Installation. Prior to Installation, Customer is responsible for providing: (i) a completed and accurate site preparation checklist; and (ii) a stable operating environment (network, host computer, servers, telephone system, etc.). In no event shall Supplier be liable for any failure or delay caused by events beyond its control, including, without limitation, the failure of Customer to furnish the necessary information to Supplier to fulfill this Agreement and/or a completed site preparation checklist or failures or substitutions of Customer's





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Existing System.

5.7. Training

The Customer may cancel a training class registration by providing Supplier with written notice at least ten (10) business days prior to the start of the class date. If Customer purchases any training classes and/or consulting services, Customer has up to six (6) months from the date of the PSOF to schedule and complete the Services. In the event Customer fails to do so due to no fault of Supplier, all fees paid toward such classes shall not be refunded. Customer shall be responsible for all expenses incurred by its employees in connection with this training, including course fees and potential travel expenses.

5.8. Maintenance and Support

Customer is obligated to purchase Maintenance and Support Services in order to use the license(s).

5.9. Force Majeure

Enghouse shall not be liable for any failure or delay caused by events beyond its control, including, without limitation, sabotage, failures or delays in transportation or communications, labor disputes, accidents, shortages of labor, fuel, raw materials or equipment, or terrorist act. If Enghouse should fail to make any delivery provided for herein as a result of any such event or circumstance beyond its own direct control, Enghouse shall have the right to make delivery within a reasonable time after the cause of such delay has been removed, and Customer shall be obligated to accept deferred Delivery.





Annex 2 - Support and Maintenance Services - SaaS

1. Purpose

This document describes Telia's Service Level Agreement (SLA) delivered by Telia to the Customer in relation to the Competella Service from Enghouse.

1.1. Definitions

Subject	Description	
Service hours	Service hours are the opening hours for Support, where the requirements for performance, availability and functionality must be met. See section 3 of this document.	
Response time	Response time is the time from the incident is made aware of until the resolution of the incident begins, as the latest. Response time is calculated only within the agreed Service Time as defined in Section 3 of this document.	
Service Objects	Products covered by this SLA.	
Terminals	IP terminals and headset	
Service Maintenance Times	enance within which Enghouse Interactive has the right to	

2. Scope of support

The service object includes:

 User packages and add-on services in the Competella Service solution.

Not included in the service objects are

- Terminals and traffic services do not form part of the Service Object.
- Operating systems and 3rd party applications and programs do not form part of the Service Object.

3. Competella Service Availability

Enghouse's goal is to provide Competella Service Availability twenty-four hours per day, 7 days per week (24x7) except during times of Service Maintenance. However, the Customer acknowledges that 24x7 availability is only a goal, and Enghouse cannot represent or guarantee that such goal can be achieved.

3.1. Competella Service Availability Goals

Enghouse shall use reasonable efforts to achieve the target Competella Service Availability Goal of 99.95% uptime per month except during scheduled Service Maintenance. The Customer recognizes that the Internet is comprised of thousands upon thousands of autonomous systems that are beyond the control of Telia and Enghouse. Routing anomalies, asymmetries, inconsistencies and failures of the Internet outside of the control of Telia and Enghouse can and will occur, and such instances shall not be considered any failure of the service uptime.

3.2. Competella Service Availability

Enghouse shall use all reasonable commercial efforts to achieve the target Competella Service Availability Goal, For the sake of clarity, the following events are not deemed to be considered part of the

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service availability including but not limited to any time Customer requests a SaaS solution site to be taken down (e.g. for scheduled updates).

- Cloud Platform Maintenance
- Platform changes Move/Add/Change

Competella Service Availability is determined for each calendar month and calculated as follows:

Service Availability = [(minutes in month that the Service is Available for Use + Planned Downtime)/(total number of minutes for the specific month)].

4. Cloud Platform Maintenance

Enghouse shall provide Service Maintenance and use commercially reasonable efforts to limit Service Maintenance windows to two (2) hours per month.

- Scheduled maintenance times will always be advised in advance and conducted periodically to maintain the platform environment. Scheduled maintenance windows will be communicated to your nominated contacts.
- Enghouse shall attempt to schedule Service Maintenance during the times as specified in the "Service Maintenance Times" section. However, the Customer acknowledges that it may be necessary for Enghouse to perform Service Maintenance during times other than those specified in the "Service Maintenance Times" section, and Enghouse reserves the right to perform Service Maintenance during times other than those specified in the table below.

4.1. Service Maintenance Times

Service Maintenance Times (Day)	Service Maintenance Times (Hours)	
Monday to Friday	21:00 to 04:00 (CET / CEST)	
Saturday	18:00 to 02:00 (CET / CEST)	
Sunday	18:00 to 02:00 (CET / CEST)	

5. Support

The following support types are included

- Administrator support
- Handling of incidents reports

When creating an incident report, the following information must be provided by the Customer

- Company ID/Name
- Contact person: Name, number and e-mail
- Description of incident report
- Example containing: The number being called from, and the number being called, the date, time and place of occurrence of the incident, no more than 4 days old
- The customer must give Telia permission to use the customer's data to investigate incidents (GDPR)





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Customer entrance	Phone number or e-mail	Service hours	Response time
Service phone number	VIP +45 6020 1030	Monday - Friday: 09.00 – 17.00 Closed on national holidays	24 hours within Service hours for VIP
	VIP Business +45 6030 4050	Monday - Friday: 08.00 – 17.00 Closed on national holidays	12 hours within Service hours for VIP Business
	VIP Excellence +45 8830 4050		8 hours within Service hours for VIP Excellence
	VIP Premium +45 8880 2020		8 hours within Service hours for VIP Premium
Service e- mail	VIP <u>kundeservice-</u> <u>enterprise@telia.dk</u>	24/7	24 hours within Service hours
	VIP Business kundeservice- enterprise@telia.dk		12 hours within Service hours
	VIP Excellence / Premium <u>kundeservice-</u> <u>enterprise@telia.dk</u>		8 hours within Service hours
Incident e- mail	hosting- uc@telia.dk		2 workdays within Service hours

5.1. End user support

End user support is not offered. End users must contact the customer's contact person which is typically the telephony administrator

5.2. Investigation of incidents

Telia ensures that qualified employees investigate the underlying cause of the incident. This includes whether the incident originated from the Service object or elsewhere in the solution.

5.3. Troubleshooting

Telia ensures that qualified employees resolve the incident within the Service Object.

Troubleshooting primarily means that the defect is rectified or that Telia provides a temporary solution until the defect has been rectified.

Troubleshooting within the Service Object performed by Telia is included and is performed in accordance with the Response Time.

5.4. Software Maintenance and Software Assurance Software maintenance and software assurance means that the Customer will receive free updates during the agreement period.

6. Customer's obligations

The Customer must appoint a number of contact persons who must have knowledge of the service and the operating environment.

These individuals can make service requests to Telia, and they must be able to accurately describe the problem to Telia.

The Customer must ensure that Telia has updated the telephone number, mobile number and e-mail address of the designated contact persons at all times.

Telia cannot be held responsible for defects caused by defects in the Customer's equipment.

Troubleshooting that show no errors with the Competella Service solution may be charged according to the time spent.

Temporary interruptions that occur due to a lack of capacity in Telia's network or the Customer's facility are not considered incidents

Changes to Customer's operating environment that include changes to the Competella Service are not included. Payment for such work is charged according to time spent.

7. Actions Caused by Third Parties

Enghouse does not and cannot control the flow of data to or from the SaaS Solution cloud's network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt individual users' connections to the internet (or portions thereof). Although Enghouse will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, Enghouse cannot guarantee that such events will not occur. Accordingly, Enghouse disclaims any, and all liability resulting from or related to such events.