

Service Schedule 4 – Voice Services

Additional Terms and Conditions applicable to Voice Services

1. Interpretation

1.1 In addition to terms defined in the General Terms and Conditions, the following terms have the following meanings:

“Agreed Minimum”	means the minimum number Users registered to use the Services at any time during the Term, as specified in a Contract.
“Initial Term”	unless a different period is specified in a Contract, means twelve (12) months from the Services Start Date.
“Services”	means access to a telephony system comprising: (i) PBX functions, Desktop Client, Call Routing Manager, Rich Presence, Messaging, Outlook Integration, CTI, Voicemail, Collaboration (Desktop-Sharing) and Adhoc Conferencing; and (ii) certain of the core feature sets described in Appendix 1, as specified in a Contract, provided by Knowall to the Client on a hosted, software-as-a-service (SaaS) basis.
“Services Description”	the description of the Services set out in the Contract.
“Services Start Date”	means the date on which Knowall starts providing the Services, as specified in a Contract.
“SLA”	means the service level agreement set out in Appendix B.
“Software”	means the software products that Knowall licenses from Swyx and provides to the Client via the Services.
“Support”	means the support to be provided by Knowall in accordance with the SLA.
“Swyx”	means Swyx Solutions AG, Joseph-von-Fraunhofer-Str. 13a, 44227 Dortmund, Germany.
“Term”	has the meaning given to it in clause 2.1.

2. Services

- 2.1 Subject to earlier termination in accordance with the General Terms and Conditions or clause 6 below, Knowall will provide the Services to the Client for the Initial Term and thereafter the Contract shall automatically renew for successive periods of 12 months (each a “Renewal Period”) until either party gives written notice of termination to the other party at least thirty (30) days before the end of the Initial Term or the end of any Renewal Period, in which case the Contract expires at the end of the Initial Term or such Renewal Period (as applicable) (“Term”).
- 2.2 The Client may from time to time vary the number of registered Users who are entitled to use the Services, provided that the number of Users may not fall below the Agreed Minimum.
- 2.3 The Client shall not:

- (a) remove, amend or cover any copyright notices, trademarks or any marks or any other notices with regard to any property rights appearing on or in connection with the Services, or during their use; or
- (b) change, interfere, reverse engineer, decompile or disassemble the Services or underlying software product except to the extent permitted by applicable law.

3. Warranties

- 3.1 Knowall warrants that the Services will perform in accordance with:
 - 3.1.1 the Services Description; and
 - 3.1.2 the SLA.
- 3.2 The warranties set out in clause 3.1 do not:
 - 3.2.1 cover problems caused by accident, abuse or use in a manner inconsistent with the Contract, or resulting from events beyond Knowall's or Swyx's reasonable control; or
 - 3.2.2 apply to problems caused by the Client's failure to meet minimum system requirements.
- 3.3 If Knowall fails to meet the warranty set out in clause 3.1.1, then Knowall will refund the Charges paid by the Client in respect of the period in which the Services failed to perform in accordance with the Services Description.
- 3.4 If Knowall fails to meet the warranty set out in clause 3.1.2, then the Client acknowledges and agrees that its sole remedy is the entitlement to a service credit in accordance with the terms of the SLA.
- 3.5 If the Client uses third party hardware or software in connection with the Services then the Client is solely responsible for securing all necessary rights, including necessary licences, to use such third party hardware or software. The Client will indemnify Knowall and Swyx against all claims of a third party based on an alleged infringement of such third party's intellectual property rights by the Client when using such third party's hardware or software. Such indemnification will include, but is not limited to damages, legal fees and expenses. The warranty set out in clause 3.1.1 shall not apply if any such third party products comprise (i) telephone handsets that have not been certified by Swyx or (ii) third party software applications that have not been certified by Swyx for use with the Services or the Software.
- 3.6 The Client acknowledges and agrees that:
 - (a) to the extent permitted by applicable law, Swyx does not give warranties in relation to the Services or the Software, and neither Swyx nor its suppliers shall be liable for any damages, whether direct, indirect, or consequential, arising from the use of the Services; and
 - (b) it shall only contact Knowall or Knowall's suppliers (and not Swyx) to obtain technical support for the Services.

4. Charges

- 4.1 Knowall shall issue invoices for the Charges monthly in arrears.
- 4.2 The Client acknowledges that the Charges may vary from month to month depending on the number of Users who are registered to use the Services, subject always to the Agreed Minimum.
- 4.3 The Charges are fixed during the Initial Term. Thereafter Knowall may increase the price per User used to calculate the Charges by giving the Client ninety (90) days' prior written notice of such increase.

5. Intellectual Property Rights

- 5.1 Knowall will defend the Client against any claim of a third party based upon the argument that the Software infringes any third party's intellectual property rights. Knowall will indemnify the Client against claims for damages, reasonable costs and expenses resulting from adverse final judgment (or settlement to which Knowall has given its consent) based on any of the following:
 - (a) the Software infringes a copyright or trademark; or
 - (b) the Software infringes a patent issued and enforceable in the European Union before the date this Agreement expires or is terminated.

- 5.2 Knowall's obligation under clause 5.1 is subject to the Client notifying Knowall promptly in writing of the claim and giving Knowall sole control over its defence or settlement. The Client will provide Knowall with reasonable assistance in defending the claim.
- 5.3 Knowall's obligations under clause 5.1. do not apply to any infringement claim that is based on:
- (a) the Client's use of the Services, after Knowall notifies the Client to discontinue use because of an infringement claim; or
 - (b) the use of the Services or the Software with a product not being expressly certified by Swyx, i. e. third party products, if the claim would not have arisen but for such combination; or
 - (c) altering the Services or the Software without the consent of Knowall if such claim would not have arisen but for such alteration; or
 - (d) a breach of trade secrets which were received by the Client (i) by improper methods, (ii) in circumstances which gave rise to an obligation to keep trade secrets confidential or (iii) from a third party which was under an obligation of confidentiality towards the claiming party.
- 5.4 If Knowall receives information concerning an infringement claim related to the Services or the Software, Knowall or its licensor may, at its expense and without any obligation to do so, either procure for the Client the right to continue to use the allegedly infringing Services, or modify the Services or replace them with a functional equivalent, to answer to the infringement claim, in which case the Client must immediately stop using the allegedly infringing Services. If, as a result of an infringement claim, the Client's use of the Services is enjoined by a court of competent jurisdiction, Knowall will, at its option, either procure the right to continue its use, replace the Services with a functional equivalent, or modify the Services to make them non-infringing, and in the event that Knowall is unable to provide any of the above through commercially reasonable efforts, Knowall will refund the total amount paid over the lifetime of the Services, and terminate the license for the infringing Services. These obligations shall be the total and only remedies available to Client in the above scenario.
- 6. Termination**
- 6.1 If Knowall increases the Charges under clause 4.3, the Client may at any time during the 90-day notice period terminate the affected Services, such termination to be effective on the date on which the price increase take effect.

APPENDIX 2 FEATURE SETS

The feature set includes:

- Free numbering plan and full PSTN phone number migration support
- Up to 4 DDI digits for extension numbers
- Support for SwyxPhone IP devices
- Advanced soft phone PC client included for all users
- Microsoft Outlook integration for each user
- Ad-hoc conferencing for each user
- Rules-based call routing for incoming calls (Rules Wizard) including rules based on caller ID and the user's Outlook calendar entries
- Control of off-site access channels
- Rich Presence
- Voicemail
- Conferencing
- Call Recording
- Mobility support for Smartphones and Tablets (iOS, Android)
- Personal phonebook per user
- Central 'Switchboard operator' function
- Individual desktop fax service (sending and receiving)
- Graphical script-based call routing for incoming calls with powerful features including IVR and hunt groups
- Call monitoring and intrusion, e.g. for call center supervisor

APPENDIX 2 SLA

1. Helpdesk

1.1 Knowall will provide:

1.1.1 guidance and best practices for use of the Services; and

1.1.2 technical support to resolve any issue arising in connection with the use of the Services (“Incident”), between 08:30 and 18:00 on Business Days.

1.2 The Client can request support from Knowall in relation to an Incident:

1.2.1 by email at support@knowall.net; or

1.2.2 by telephone on [TELEPHONE NUMBER].

1.3 The Client acknowledges that Knowall will have no obligation to provide support in respect of any Incident caused by:

1.3.1 the improper use of the Services by the Client; or

1.3.2 any alteration to the Services made without the prior consent of Knowall,

and that any support or other assistance provided in relation to an Incident which falls within this clause will be chargeable by Knowall at its then-current professional services rates.

2. Response times

2.1 Knowall will give each Incident a severity status in accordance with the following table:

Severity status	Criteria
Priority 1 – Global Critical	Global Issues, eg major server issues.
Priority 2 – Critical Local	Local User Issues, eg User unable to access services
Priority 3 - Local	Administration Issues, eg configuration changes, adding additional resources

2.2 Knowall will use all commercially reasonable efforts to respond to Incidents in accordance with the following table:

Severity status	Remote response	Onsite response
Priority 1 – Global Critical	Five (5) minutes	As agreed
Priority 2 – Critical Local	One (1) hour	As agreed
Priority 3 – Local	Four (4) Business Hours	N/A