



CONTACT PRO SUPPLEMENTAL TERMS AND CONDITIONS

These supplemental terms and conditions (“the Supplement”) are part of an agreement for certain SINCH services (“Agreement”) between SINCH and Customer and apply solely to SINCH Contact Pro (the “Service”).

Capitalized terms are defined in the Glossary below. Capitalized terms not defined in this Supplement shall have the meanings ascribed to them in the General Terms and Conditions for SINCH Services (“GTC”).

1. The Service. The Service includes capabilities to allow customer to:

- 1.1 provide voice and data contact center services, including unified queuing, prioritizing, and routing of multichannel conversations, which are telephone call, email, web chat, video, SMS messaging, social media messaging, and other conversational messaging channels as and when available (types of such conversational messaging channels available via the Service may change from time to time), sessions routed to a bot, Interactive Voice Response (IVR), or other digitally assisted self-service, and tasks (each of which herein a “Conversation”); and
- 1.2 record conversations and monitor communication metrics and perform analytics using monitoring and reporting tools.

2. Connectivity to the Service.

2.1 Internet Connectivity: Customer shall access and use the Service via Customer’s connectivity to the Internet provided by Customer’s third-party Internet Service Provider, Local Area Network Provider or other provider. The Service does not include any connectivity to the Internet and SINCH shall have no obligations of any kind whatsoever with respect to Customer’s Internet connectivity.

2.2 PSTN Connectivity: If Customer elects to use Voice Channel services, it shall order and maintain a SIP trunk connection between Customer’s Public Switched Telephone Network (PSTN) supplier and the designated SINCH data center. SINCH provides the Voice Channel service of the Service to the network termination point associated with the Customer interface port of the Session Border Controller (SBC) in the designated SINCH data center.

2.3 With respect to 2.1 and 2.2, in each case Customer shall be responsible for (i) ordering and maintaining such connections from a third-party supplier, and (ii) all costs associated with any such connection or connections. Customer is responsible for any faults or delays in the Service associated with Customer’s connection(s), including without limitation, where the Customer’s connection bandwidth is insufficient to support its use of the Service.

3. Customer Data

Customer Obligations/Responsibilities:

3.1 Customer shall maintain a privacy policy on any of its customer-facing Websites that details how Customer handles data submitted through such Websites, and which includes all necessary information to tell end users how the Service collects, stores, uses, displays, shares or transfers a user’s data.

3.2 Customer shall ensure it obtains all necessary consents for any recording or transcribing of communications in accordance with applicable law.

3.3 Customer Data Retrieval: Upon expiration or termination of the Agreement, SINCH shall destroy or otherwise dispose of any of Customer Data in its possession unless SINCH (i) is requested by Customer to extend the term of the Order Form as permitted in the Order Form to allow Customer to retrieve Customer Data, or (ii) receives, no later than thirty (30) days before the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then most recent back-up of the Customer Data. SINCH shall use reasonable commercial efforts to deliver the back-up to Customer within thirty (30) days of its receipt of such a written request, provided that Customer has, at that time, paid all fees and charges outstanding and owed at termination. Customer shall pay all reasonable fees and expenses incurred by SINCH in returning or disposing of the Customer Data.

4. Additional Terms.



4.1 The Service includes the SINCH Contact Center Embedded Communications Framework, which provides functionality such as conversation handling in the form of javascript widgets. Customer can embed these widgets at its own cost into any HTML5 host application to utilize Service functionality. Embedded widgets call the javascript widgets that reside on the Service servers. On termination or expiration of the Agreement, Customer can retain any user interface developed using widgets. The widgets, however, will not be available from the Service servers once the Agreement is terminated. Because the aforementioned widgets can be embedded by Customer in any HTML5 host application in any way Customer sees fit, they are excluded from the Service Level Agreement.

4.2 Service Level Agreement; System Availability: (a) With respect to the Service Level Agreement for the Service (“SLA”) referenced in the Order Form, the “System Availability SLA” as set forth in Section 1.9 of the SLA shall be 99.92, and not 99.5, as it pertains to the Service in this Supplement. (b) Sinch shall maintain an average monthly system availability of the production system of the Service as defined in the SLA. Customer’s sole and exclusive remedy for Sinch’s breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow Sinch’s credit claim procedure. When the validity of the service credit is confirmed by Sinch in writing (email permitted) Customer may apply the credit to a future invoice for the Service or request a refund for the amount of the credit if no future invoice is due. (c) If Sinch fails to meet the SLA (i) for four (4) consecutive months, (ii) for five (5) or more months during any twelve (12) month period, or (iii) at a system availability level of at least 95% for any one (1) calendar month, Customer may terminate its subscriptions for the Service by providing Sinch with written notice within thirty (30) days after the failure.

4.3 Telecommunications Regulation: In supplying the Service, SINCH may be subject to certain laws and regulations relating to telecommunications services and/or electronic communications services. SINCH reserves the right to provide to Customer a list of any countries in which Customer may not use the Service (the “Unavailable Countries List”), and in such event Customer shall not use or access the Service and shall not permit Authorized Users or any other person to use or access the Service in the countries listed in the Unavailable Countries List.

4.4 With respect to any Unavailable Countries List, SINCH shall provide the Service in countries not listed in the Unavailable Countries List provided that SINCH is able to maintain the necessary licenses, permissions, ministerial determinations, directions, and declarations and/or other governmental approvals. SINCH shall be free at any time to add or remove countries to or from the Unavailable Countries List and will provide as much advance notice as reasonably practical regarding the removal or addition of any country from the Unavailable Countries List. SINCH shall have no obligation to provide the Service in a particular country or countries, subject to the Modification terms of the GTC.

4.5 Authorized Users; Verification of Use.

- (a) Customer may be permitted certain Authorized Users to use the Service. Usage is limited to the Usage Metrics and volumes in the Order Form. Access credentials for such Service may not be used by more than one individual but may be transferred from one individual to another if the original Authorized User is no longer permitted to use such Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

4.6 Access to Customer Data. With respect to the Service:

- (a) During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case Sinch and Customer will find a reasonable method to allow Customer access to Customer Data.
- (b) Before the Subscription Term expires, Customer may use any Sinch self-service export tools (if and as made available by Sinch) to perform a final export of Customer Data from the Service.
- (c) At the termination or expiration of the Agreement, Sinch will delete Customer Data remaining on servers hosting the Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.
- (d) In the event of a third-party legal proceeding relating to Customer Data, Sinch will cooperate with Customer and comply with applicable law (both at Customer’s expense) with respect to the handling of Customer Data.

Glossary

1.1 “**Authorized User**” means any individual to whom Customer grants access authorization to use the Service that is an employee, agent, contractor or representative of:



- (a) Customer
 - (b) Customer's Affiliates or
 - (c) Customer's and Customer's Affiliates' Business Partners.
- 1.2 **"Business Partner"** means a legal entity that requires use of the Service on behalf of, and to support, Customer and its Affiliates' business operations.
- 1.3 **"Consulting Services"** means professional services, such as implementation, configuration, customer development and training, performed by Sinch's employees or subcontractors as described in any Order Form and which are governed by the Supplement or Agreement for Consulting Services. For purposes of the Service and this Supplement, Sinch, its Affiliates, and licensors own all intellectual property rights in and related to the Consulting Services and deemed protected under the Section "Intellectual Property Rights" in the General Terms and Conditions.
- 1.4 **"Customer Data"** means any content or data that Authorized Users enter into the production system of the Service or that Customer derives from its use and stores in the Service.
- 1.5 **"Service Materials"** means any materials provided or developed by Sinch (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Customer. Service Materials do not include Customer Data, Customer's Confidential Information, or the Service. For purposes of the Service and this Supplement, Service Materials are a part of "Documentation" and constitute Sinch's "Confidential Information" as each is defined in the General Terms and Conditions.