

Special Terms and Conditions of Business for telegra ACD of telegra GmbH

1 Contracting parties

The contracting parties are telegra GmbH (telegra) and the customer.

2 Subject of contract

2.1 The subject of the contract arises from the General Terms and Conditions, these product-specific Special Terms and Conditions (“Special Terms and Conditions”), agreed price lists, as well as any regulations adopted in specifications and Service Level Agreements (SLA). These product-specific Special Terms and Conditions supplement the General Terms and Conditions and shall take precedence over these if there are conflicting regulations. On placing the order, the customer expressly acknowledges all the regulations applicable to the telegra ACD product at the time of concluding the contract.

2.2 Any other regulations shall be made in writing. The acceptance of a guarantee of certain features (condition) also requires written confirmation by telegra to take effect.

2.3 The following product-specific terms and conditions, in conjunction with the German Telecommunications Act (TKG) govern the contractual relationship established between telegra and the customer for the use of the telegra ACD traffic routing program.

2.4 The establishment of connections to destinations of the customer, i.e., the termination of voice connections from the customer to destinations in public national and international fixed and mobile networks, is not the subject of these Special Terms and Conditions.

3 Services by telegra

3.1 Within telegra’s existing technical and operational capability, telegra shall facilitate for the customer the use of an Automatic Call Distribution (ACD) traffic routing program, with basic services for the automatic distribution of calls, as an integrated mains operated version for inbound calls.

3.2 In addition, telegra shall provide the customer with additional ACD functionalities (e.g. outbund function, re-

coding function, CRM adapter) that can be used for a separate fee, as agreed in each case.

3.3 Furthermore, as agreed and for a fee to be paid each month, telegra shall provide additional services as part of the use of the ACD basic and additional functionalities. Depending on the kind of service, such additional services must be contracted by the customer either in writing within business hours (e.g. Agent licence quota, TeamCommander licence quota) or directly via the administration interface (e.g. on-hold functions, voice mail). The services to be set up by telegra after written order shall be available for use to the customer on the working day after next at the latest. The services ordered via the web interface shall be available to the customer immediately after successful activation.

3.4 Access to the programs and interfaces required for its administration, use and analysis shall be provided via the public Internet.

3.5 The customer itself shall set up and administrate the agents, available control modules, and the individual configuration of the control techniques and parameters (routing diagram). The administration interface shall be provided to the customer online. telegra shall inform the customer of the access details required for configuration and set-up after the customer has placed the order.

3.6 The applications (Clients) necessary for the operation of the TeamCommanders and AgentControl installed in the ACD may only be used online. The applications can be downloaded using Java Web Start. For an error-free and comprehensive use of all functions of the applications at the work station allocated by the customer the requirements set out in the relevant technical specifications must be met.

3.7 In accordance with data protection regulations, telegra shall provide the customer with various statistics for analysis purposes. Such statistics will be anonymised in respect of the personal details of calling parties in accordance with data protection regulations. The relevant legal data protection requirements shall apply in each case.

4 Duties of the customer

4.1 The customer undertakes to pay the fees agreed for telegra’s services in due time. The customer shall also pay the fees if these are caused by authorised or unauthorised third-party use of the relevant ACD service and the customer is responsible for such use.

4.2 The customer also undertakes to comply, at its location, with the minimum requirements for work stations (computer, software) set by telegra when providing the

ACD, and to maintain these during the term of the contract. The customer shall make any necessary adjustments due to system updates.

4.3 The customer shall ensure that telegra's ACD system will not get overloaded due to overuse. In cases of misuse telegra shall be entitled to restrict the possibilities for simultaneous dialogue.

4.4 The customer undertakes not to disclose to third parties any personal access details (such as passwords) and to keep them protected from access by third parties. If there is reason to suspect that unauthorised persons have gained knowledge of the access details, the customer shall change them forthwith. Access data may be stored on electronic storage media (such as the PC, a USB flash drive) only in encrypted form.

4.5 The customer undertakes to notify telegra immediately of malfunctions of the ACD functions or the telecommunications equipment and to support telegra to a reasonable extent in correcting the fault.

4.6 The monitoring and/or recording functions of the ACD system will be activated by telegra only after the customer's separate order. The customer shall be responsible for compliance with the statutory provisions for monitoring and recording.

4.7 The customer shall indemnify telegra from all claims by third parties that are based on an unlawful use of the ACD of telegra by the customer or carried out with its approval, or which arise in particular from data protection, copyrights or other legal disputes that are associated with the use of telegra's product. If the customer becomes aware of an imminent violation or if it is able to see that a violation has occurred, immediate notification by the customer shall be required.

5 Service disruptions

5.1 telegra shall provide its customers with a hotline service for fault reports concerning the ACD functions.

5.2 Within its existing technical and operational capability, telegra shall clear faults in the ACD system immediately.

6 Term of the contract and termination

6.1 The contract for the provision and use of the ACD basic services shall be concluded for an indefinite term and may be properly terminated in writing at any time giving a period of notice of one month to the end of the month.

6.2 The right of cancellation without notice for good cause shall remain unaffected. Cases in which the customer materially violates its obligations under the present Special Terms and Conditions shall constitute good cause.

6.3 Contracts for additional ACD functionalities may be terminated in writing at any time giving a period of notice of two weeks to the end of the month.

6.4 Contractual relationships regarding additional services as part of the use of functionalities may be terminated at any time to the end of the month without giving a period of notice. Additional services contracted with telegra by written order shall be terminated in writing. Additional services contracted by the customer directly via the administration interface may also be deactivated directly via the administration interface, and thus terminated. After successful deactivations such services will no longer be available for use by the customer. There shall be no proportionate calculation of the monthly fee payable.

6.5 Upon termination of the contract for the provision and use of the ACD basic services the contractual relationships regarding additional functionalities and uses shall also end.

7 Other provisions

If one or more of the conditions listed in these Special Terms and Conditions are ineffective based on the legal provisions, the effectiveness of the remaining conditions shall not be impaired. The parties undertake to replace the ineffective conditions by conditions equivalent to them in their economic result.