

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

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### 1. Contracting parties

The contracting parties are telegra GmbH ("telegra") and the Customer, who is not a consumer as defined by § 13 BGB [German Civil Code].

### 2. Subject of the contract

2.1. The subject of the contract arises from the General Terms and Conditions (GTC), these product-specific Special Terms and Conditions (STC), agreed price lists, the specification of services, the Service Level Agreement (SLA), and the data processing agreement of telegra. These product-specific STC supplement the GTC and shall take precedence over the latter 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 this Contract. Any terms and conditions of the customer that conflict with or deviate from these STC shall not apply, even if telegra has not expressly objected to their validity.

2.2. Any deviating provisions must be made in writing. This shall also apply to any waiver of the written form requirement. To comply with the requirement for written form, it shall be sufficient if the contract document signed by both parties is exchanged electronically by e-mail or by fax. The parties waive the requirement for subsequent exchange of original documents. The assumption of a guarantee for particular characteristics (quality) shall require written confirmation by telegra in order to be effective.

2.3. The following product-specific terms and conditions shall govern the contractual relationship established between telegra and the customer in respect of the web-based and browser-based use of the Automatic Call Distribution (ACD) traffic routing program of telegra (hereinafter "ACD" or "telegra ACD") by the customer (software as a service).

2.4. The establishment of connections with the Internet and to destinations of the customer, i.e., the termination of voice connections from the customer's equipment to destinations in public national and

international fixed and mobile networks, is not the subject of these STC.

### 3. Services of telegra

3.1. Within the existing technical and operational capability, telegra shall facilitate for the customer the web-based and browser-based use of telegra ACD for the automatic distribution of calls, for inbound and outbound calls, with basic functionalities.

3.2. In addition, telegra, after prior written agreement and for a separate fee, shall provide the customer with, and allow the use of, additional ACD functionalities, e.g. recording function, CRM adapter, WebRTC-based softphones, and other input and output channels (e-mail).

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) 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. The monitoring and/or recording functions of the ACD shall be activated by telegra only after the customer's separate order. Compliance with the legal requirements for listening and recording shall be the responsibility of the customer.

3.5. In accordance with data protection regulations, telegra shall provide the customer with various statistics for analysis purposes. Such statistics will generally 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.

3.6. telegra shall provide accesses, in particular access to the ACD, to applications and interfaces required for administration, use and analysis in their sphere of authority (from the IT centre interface to the public internet).

3.7. The set-up and administration of the agents, the available control techniques as well as customer-specific configuration of the control methodology and

parameters (routing plan) shall be carried out by the customer. Access data required for configuration and set-up shall be provided to the customer by telegra when the order has been placed.

3.8. Additional services, such as the development of customised solutions or necessary individual adjustments, shall require a separate contract.

3.9. telegra shall be entitled, at their own discretion, to provide upgraded versions (updates) of the ACD software. telegra shall inform the customer about this in good time in advance by electronic means with suitable instructions for use and make the updated version available to the customer accordingly. The customer shall make any adjustments to its systems required as a result of system updates.

## 4. ACD with WebRTC softphone

4.1. The ACD may be ordered by customers with a WebRTC softphone (an additional functionality integrated in the ACD that allows calls to be made through the public internet via browsers which support the WebRTC protocol). Incoming and outgoing voice calls of customers to destinations in public national and foreign fixed and mobile networks are also possible with the WebRTC softphone.

4.2. For the error-free use of the WebRTC softphone, the customer requires a workstation with a suitable output and input device for voice connections (headset), a bandwidth of at least 100 KB/s per call, a suitable firewall and possibly proxy settings for handling the media stream as agreed with telegra.

4.3. The support provided by telegra for use of the WebRTC softphone shall be limited to Google Chrome in its current version. Support for other browsers is not provided.

## 5. ACD with other communication channels

5.1. In the case of the use of ACD with additional communication channels (e-mail), the customer shall be enabled by telegra to conduct its e-mail communication with clients via the ACD interface. For this purpose, the customer grants telegra access to selected e-mail mailboxes via the public internet and instructs telegra to store e-mails locally on a

temporary basis in the customer ACD account for use by the customer.

5.2. Selection and administration of the e-mail boxes is carried out by the customer's admin. Only users with the appropriate administration rights have the authorisation to create email boxes via the ACD interface and to assign them to agents.

5.3. The customer shall remain solely responsible for storage and archiving of its e-mails and attachments on its e-mail server or system. Storage of e-mail communication by telegra shall be only temporary. The customer shall be required to configure its e-mail server in such a way that retrieval and transfer of e-mails authorised by the customer to the customer's ACD does not lead to deletion on the customer's own e-mail server.

5.4. E-mails stored temporarily in the customer ACD account for the purpose of enabling e-mail communication via the ACD interface of telegra on behalf of the customer shall be automatically deleted. Customer-specific deletion periods are not possible.

## 6. Scope of use by the customer

6.1. The contractual services may only be used by the customer and only for the purposes agreed in the contract. During the period of the contract the customer may access the contractual services by means of telecommunication (via the Internet) and use the functionalities provided with the software via a browser, in accordance with the contract. The customer shall not receive any further rights, in particular to the software or the infrastructure services provided in the relevant IT centre. Any further use shall require prior written consent from telegra.

6.2. The customer may not use the software beyond the agreed scope of use or have it used by third parties or make it accessible to third parties without prior written agreement with telegra. In particular, the customer is not permitted to reproduce or modify the software or parts thereof or make it available, rent or lend it on a time- limited basis.

6.3. telegra shall be entitled to take appropriate technical and other measures to prevent the impairment of its systems or the improper use or misuse of the ACD services by the customer. This also includes any blocking of individual user accounts and/or the complete customer system.

## 7. Duties of the customer

7.1. 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/WebRTC services and the customer is responsible for such use.

7.2. The customer must protect access authorisations as well as identification and authentication information assigned to it or to users against access by third parties and must not forward them to unauthorised persons. If there is reason to suspect that unauthorised persons have acquired knowledge of the access data, the customer must change it immediately. Personal access data may be stored on electronic storage media (e.g. PC, USB stick) in encrypted form only.

7.3. The customer shall make use of the options made available to it by telegra to secure its data in its original area of responsibility or to delete it in accordance with data protection regulations.

7.4. The respective requirements in the specification of services must be observed for error-free and comprehensive use of all functions of the applications at the customer's intended workstation. The customer shall also be required to comply with the minimum requirements for the workstation (computer, software) specified by telegra at the time when the ACD is provided to it on site, and to maintain them during the term of the contract. The customer shall make adjustments necessitated by system updates.

7.5. The Customer shall ensure that telegra's ACD system will not get overloaded due to overuse. The customer shall, as far as possible, notify telegra in advance of foreseeable and expected events (e.g., campaigns with an increased call volume) that may result in excessive use.

7.6. 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.

7.7. The customer shall indemnify telegra from all claims by third parties that are based on an unlawful use of the ACD services 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 the customer is able to become aware of such violation, immediate notification by the customer shall be required

## 8. Copyrights

8.1. Unless anything to the contrary is expressly agreed in writing between the parties, telegra grants the customer a non-exclusive, non-transferable and non-sublicensable right of use, limited in time to the term of the contract, to access the telegra ACD by means of a browser and an internet connection and to use it for its own business purposes to the extent agreed in the contract.

8.2. No further rights in relation to the telegra ACD are granted to the customer.

## 9. Emergency calls

9.1. Customers who have ordered the telegra ACD without an integrated WebRTC softphone cannot make emergency calls via the functionalities or the configuration interface. There is no direct access to the public telephone network via the ACD. This also applies if the outbound functionality has been ordered. Even in this case, an emergency call must be made via the landline or mobile phone connection.

9.2. Customers who have ordered the ACD with an integrated WebRTC softphone are "technically" able to make an emergency call via the browser of the ACD configuration interface. There is access to the public telephone network via the WebRTC protocol and the public internet. However, we strongly recommend making emergency calls via an existing landline or mobile phone connection even in this case because a successful call to the relevant emergency call centre is not guaranteed for various reasons and is explicitly not guaranteed by telegra.

9.3. The customer undertakes to inform co-users and employees on a regular basis about these restrictions on emergency calls.

## 10. Availability, service disruptions

10.1. Availability of the services provided arises from the SLAs.

10.2. If the agreed availability, as resulting from the SLAs, is intact, the customer shall not be entitled to any liability claims due to or in connection with any

fault, unless such fault has been caused by telegra deliberately or by gross negligence. In all other respects, the provisions of telegra's GTC shall apply.

10.3. telegra shall provide its customers with a hotline service for fault reports relating to the ACD functionality.

10.4. telegra shall remedy faults in the ACD system without delay within the scope of its existing technical and operational feasibility.

## 11. Data protection

11.1. telegra shall not acquire any rights to data stored by the customer within the scope of the use of ACD services (in particular, not to personal data of third parties). However, telegra shall be entitled to use such data, exclusively upon instruction from the customer, in accordance with the following provisions.

11.2. In the case of the processing of personal data on behalf of the controller, telegra shall collect, process, use or access personal data exclusively within the scope of the agreement and in accordance with the customer's instructions. In the case of commissioned data processing, the supplementary provisions of the commissioned data processing agreement shall apply.

11.3. In the case of commissioned data processing, in respect of personal data, the customer is generally responsible for compliance with the regulations according to the General Data Protection Regulation (GDPR).

11.4. The customer shall remain the "master of the data" both in terms of contract law and data protection law. Whether and to what extent users enter or access data shall remain the sole responsibility of the customer. The customer shall ensure appropriate organisation of authorisation management, password assignment, etc.

11.5. As a matter of principle, the customer shall not be entitled to demand access to the premises in the data centre in which the services used by the customer are operated on the technical level. This shall not affect the customer's rights of access after written notification for the purpose of verifying compliance with the requirements in accordance with the GDPR.

11.6. telegra shall ensure the technical and organisational measures in accordance with Art. 31 GDPR.

11.7. Upon termination of the contract, telegra shall no longer be entitled to use the customer's data. Unless otherwise agreed, telegra shall erase the data within 30 days after termination of the contract.

11.8. telegra shall be entitled to have the services carried out by subcontractors, but must agree appropriate requirements with the subcontractor in accordance with clauses 11.1 to 11.7.

11.9. ACD software, computing performance and the storage space for the customer's applications are provided by telegra in the European Economic Area, currently in Germany.

## 12. Liability

12.1. telegra's liability shall be governed by the liability provision in telegra's GTC.

12.2. Liability for the loss of e-mails sent or received by the customer using the ACD with e-mail communication channel via the ACD interface shall be additionally excluded. The customer shall be required to configure its e-mail server in such a way that retrieval and transfer of e-mails authorised by the customer to the customer's ACD does not lead to deletion on the e-mail server.

12.3. telegra's liability irrespective of fault or negligence (§ 536a BGB) due to defects that were already present at the time of the conclusion of the contract shall – as far as legally permissible – also be excluded.

## 13. Term of contract and termination

13.1. Unless otherwise agreed, 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.

13.2. The right of cancellation without notice for good cause shall remain unaffected. In particular, cases in which the customer materially violates its obligations under the present STC shall constitute good cause. The provisions in the GTC shall continue to apply.

13.3. Unless otherwise agreed, contracts for additional ACD functionalities (ACD additional functionalities) may be terminated in writing at any time, giving a period of notice of two weeks to the end of the month.

13.4. Contractual relationships for additional services within the scope of the use of functionalities may be terminated at any time without a period of notice to the end of a month. Additional services ordered in writing from telegra for installation must be terminated in writing. Additional services ordered by the customer directly via the administration interface can also be deactivated and thereby terminated directly via the administration interface. The services shall no longer be available for use by the customer after successful deactivation. The monthly fee shall not be charged on a pro rata basis.

13.5. 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.

## 14. Other provisions

If one or more of the conditions listed in these STC are ineffective based on 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.