

Imagicle UCX Cloud Suite Service Agreement

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1 Introduction

Please read these terms of use before using the Imagicle UCX Cloud Suite defined here under (“The Service”).

This agreement is between the Customer (“Customer”) and Imagicle spa (“Imagicle”).

If you are accepting on behalf of the Customer, you represent and warrant that:

- You have full legal authority to bind the Customer to this Agreement
- You have read and understand this Agreement
- And you agree, on behalf of the Customer, to this Agreement

By accessing or using the service, or by accepting the terms of this Agreement through a purchase order (“PO”) that incorporates this Agreement, the Customer accepts and agrees to these terms together with the Imagicle terms and conditions of sales (“T&C”) published on Imagicle website and to be intended incorporated by reference into this document.

If you do not wish to agree to these terms of use and/ or to T&C, you may not use the product.

2 Definition

The following words, terms and/ or phrases shall have the meanings set forth thereafter.

- “Reseller” means any entity that submits a Sales Order and purchases a License for the purpose of resale to another user
- “Service Provider” shall mean any entity that offers hosted software and services to Customer, such as web hosting, hosted applications, messaging, collaboration and platform infrastructure
- “Services” for the purpose of this document, means the hosting service provided by the Service Provider to its SP End Users, using the Software (run on servers owned or maintained by the Service Provider)
- “SP End Customers” means a third party Customer of Service Provider using “The Service” included in the Services provided by the Service Provider
- “Customer Data” means content provided to Imagicle by Customer via The Service

3 Service Description

The Imagicle UCX Cloud Suite (“The Service”) delivers enterprise-grade unified communications applications as a service from the Imagicle cloud.

The Service includes the following features of the Imagicle UCX Suite hosted and operated by Imagicle in the Imagicle cloud:

- Call Recording
- Attendant Console
- Advanced Queuing and Auto Attendant
- Digital Fax
- Call Analytics
- Contact Manager

The Service is available in 2 options:

- Public cloud
- Dedicated Cloud

With **public cloud** Customer has access to the Service via Internet for both web UI and voice engines, through shared computing resources with per Customer network and database separation for an high level of security and availability.

With **dedicated cloud**, the Service is provided through a private connection and dedicated computing and databases resources for each Customer, granting maximum security, isolation, availability and scalability. Access through Internet can be enabled on demand. The private peering connection can be established through:

- VPN, standard site-to-site IP-SEC virtual private network to the Service instance in the Imagicle Cloud.
- SD-WAN, to add the Service as an additional node of the Customer virtual WAN, via supported equipment termination. Supported configurations are Hub&Spoke or full mesh where the Service is added as a point to point connection.
- Equinix, connect dedicated links from Customer premises to the Service instance via Equinix Cloud Exchange.

In any peering mode the Customer is responsible for the corresponding premises equipment and Equinix agreement. Customer can also leverage their networking partners to get the private peering connection to their instance of the Service (Partner Connect model). Also Internet access to specific services (ex: Microsoft O365, Google, Salesforce, Dropbox, ..) may be enabled on demand.

Customer will be solely responsible, at its own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for them to connect to, access, and use the Service under this Agreement.

Customer acknowledges that the operation of the Service is dependent on the networks, services and facilities of third parties (*e.g.*, telecommunications providers), and that Imagicle has no responsibility or liability for the failure of the Service due to the failure of any such third-party networks, services or facilities.

4 Use of the service

Subject to the Terms and Conditions of this Agreement, Imagicle will provide to Customer a subscription to access and use The Service solely for Customer's business operations in accordance with the Documentation.

Customer may not sublicense or transfer these rights except as permitted under the Assignment section of the Agreement and of the T&C.

Customer shall pay the subscription fees for the Service as set forth in the Proposal – Sales Order. Customer's ability to access and use the Service shall be subject to Customer's compliance with the terms of this Agreement and Customer's receipt and use of applicable access credentials provided by Imagicle.

Customer agrees that Customer's acquisition of a subscription to the Service was not made in reliance on an expectation that the Service will add additional functionality in the future, or on any statements made by Imagicle regarding possible future functionality.

5 Support and Updates

Imagicle will provide support for The Service as set forth at www.imagicle.com/support. Imagicle may provide updates or modifications to The Service and Documentation from time to time, in which case earlier versions of The Service and Documentation will no longer be accessible.

6 Property ownership

Customer acknowledges and agrees that it does not acquire any right, title or interest in or to any of the Service or the Documentation or any intellectual property rights therein, except the right to use them pursuant to the terms and conditions of this Agreement.

Intellectual Property Rights means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trademarks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

7 Datacenter and Service availability

The Service is operated via Amazon Web Services (AWS) instances in US, Europe and Middle East, based on Customer choice.

Imagicle can also offer to deploy the Customer instance in any of the AWS available regions throughout the world, to provide The Service with the minimum network latency and the most secure environment for Customer Data, never leaving the instance region.

All facilities used to store and process applications and Customer Data will adhere to reasonable security standards.

Imagicle has implemented industry standard systems and procedures to:

- (i) ensure the security and confidentiality of an Applications and Customer Data,
- (ii) protect against anticipated threats or hazards to the security or integrity of an Applications and Customer Data
- (iii) protect against unauthorized access to or use of Applications and Customer Data.

Imagicle will make the Service available for the Customer based on 2 availability models:

- Standard Availability
- High Availability

Both deployments include 2 virtual machines per customer for call processing, DB and web UI, deployed on 2 different availability zones in the same region.

In Standard Availability, the second virtual machine is shutdown in a cold stand-by mode.

In High Availability, the second virtual machine is running in a cluster hot-stand-by mode.

In case of failure on primary virtual machine in Standard Availability model, Imagicle provides the following Recover Time and Recover Point objectives capabilities:

RTO=max4hh/RPO=max24hh.

In case of High Availability, RTO and RPO are 0, with no service interruption for customers, except for scheduled maintenance slots.

8 On-Prem redeem option

In case Customer needs the Service to run on their premises, in full or partially, instead of being hosted and operated in the Imagicle Datacenters, the On-Prem redeem option is available.

The following component of the Service can be run on premises with the On-Prem redeem:

- Call Recording
- Attendant Console
- Advanced Queuing and Auto Attendant
- Digital Fax
- Call Analytics
- Contact Manager

Customer may ask their Imagicle Sales representative to activate the On-Prem redeem option before or after the implementation of the Service. In case of being after the implementation, additional quote may be provided to get support from the Imagicle Advanced Services team for the technical joint activity and data migration.

On-Prem redeem option requires Customer to provide an actual or virtual environment to install the Imagicle software packages to run the Service.

Everything regarding the environment for the Service to run is Customer responsibility, including any software and hardware requirements listed in the Imagicle documentation or shared by the Imagicle implementation engineers (ex: Windows licenses, SQL Server, Storage,..).

Software upgrade, Operating system upgrade and security management during the lifecycle are also Customer responsibility.

If the environment where the Service runs on Premises is connected to the Imagicle Cloud (Hybrid or Cloud Connected mode), it is also possible to consume the additional Imagicle capabilities that are only available through the Imagicle Cloud

The Imagicle Cloud Services that can be consumed if the environment is Cloud Connected are:

- Smartflows
- Virtual Receptionist
- Voice Analytics
- Proactive Support

If a Customer that opted for on-premise redeem wants then to migrate the Service to Imagicle cloud managed solution, has to refer to their Imagicle Sales representative to purchase a professional service to migrate their existing data and configurations to cloud.

9 Personal Data Processing

With regard to the European Union's General Data Protection Regulation ("GDPR"), Customer agrees that Customer acts as a Controller (as defined in GDPR) and Imagicle acts as Processor.

Details are described on Imagicle Data Privacy Sheet available on Imagicle website at the link below: <https://www.imagicle.com/it/privacy-cookie-policy/privacy-datasheet/>.

This privacy statement describes Imagicle processing of personal data, and it is prepared for courtesy purposes, to allow the Data Controller (Imagicle customer/partner/distributor providing Imagicle Solutions for use to the customer end-user) to have all the information needed to prepare the relevant privacy policies.

10 Termination of use of Service

Customer acknowledges that its ability to access or use The Service may be automatically disabled upon the expiration or termination of Customer's subscription. Customer acknowledges that The Service may include technological means of determining compliance with this Agreement and disabling The Service in the event of the breach or the termination of this Agreement.

11 Indemnifications

Customer agrees to indemnify, defend and hold Imagicle and its affiliates, officers, agents, employees, service providers and suppliers harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of (a) User Data or Content, (b) Customer's or Users' use of the Service, or (c) Customer's breach of this Agreement. Imagicle may participate in the defense of any indemnifiable claim with counsel of Imagicle, at Imagicle's own expense; provided, however, that if Customer fails to provide a defense pursuant to the terms of this paragraph, such legal fees shall be at Customer's expense. Customer will not enter into the settlement of any indemnifiable claim without the prior written consent of Imagicle, not to be unreasonably withheld.

12 Acceptable use policy

Subject to this Agreement, during the Term, Customer may use The Service and integrate The Service into any Application that has material value independent of the Services (ex: Managed Services and Telecommunications providers). In such a case, the Customer that is providing The Service as part of its Services may sublicense or transfer these rights to its SP End Customers.

The Service may not be used in any illegal, abusive, or another manner that interferes with the business or activities of any other party. The following list gives examples of prohibited. This list is provided by way of example and should not be considered exhaustive.

- Attempting to bypass or break any security mechanism on any of the Services or using the Services in any other manner that poses a security or service risk to the Service or any of its users.

- Testing or reverse-engineering the Services in order to find limitations, vulnerabilities or evade filtering capabilities.
- Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any of the Services or any other conduct that adversely impacts the availability, reliability or stability of the Services.
- Transmitting any material that contains viruses, trojan horses, worms or any other malicious, harmful, or deleterious programs.
- Engaging in any unsolicited advertising, marketing or other activities, including, without limitation, any activities that violate anti-spam laws and regulations.
- Using Services to engage in fraudulent activity with respect to third parties.
- Transmitting any material that infringes the intellectual property rights or other rights of third parties.
- Transmitting any material that is libelous, defamatory, discriminatory or otherwise malicious or harmful to any person or entity.

If Customer becomes aware that any Application, Project, or Customer Data violates the Acceptance Use Policy, Customer will immediately suspend the Application or Project and/or remove the relevant Customer Data (as applicable). If Customer fails to suspend or remove as noted in the prior sentence, Imagicle may specifically request that Customer do so. If Customer fails to comply with Imagicle's request to do so within twenty-four hours, then Imagicle may disable the Project, Data or Application, and/or disable the Account/Tenant (as may be applicable) until such violation is corrected.

