

# Imagicle Voice Analytics Service Agreement

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**Imagicle spa**

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MASSAROSA - MAGENTA - TREVISO - MIAMI - DUBAI -  
RIYADH - PARIS

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

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

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

- You have full legal authority to bind Customer to this Agreement;
- You have read and understood this Agreement;
- And you agree, on behalf of 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, Customer accepts and agrees to these terms together with the Imagicle Terms and Conditions of Sales (“T&C”) published on the 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 the T&C, you may not use the product.

## 1 Definitions

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

1. “Reseller” means any entity that submits a Sales Order and purchases a License for the purpose of resale to another user;
2. “Service Provider” shall mean any entity that offers hosted software and services to Customer’s, such as web hosting, hosted applications, messaging, collaboration and platform infrastructure;
3. “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);
4. “SP End Customers” means a third-party Customer of Service Provider using “The Service” included in the Services provided by the Service Provider;
5. “Customer Data” means content provided to Imagicle by Customer via The Service.

## 2 Service Description

The Imagicle Voice Analytics (“The Service”) delivers transcription and analysis of voice conversations from the Imagicle cloud.

The Service is hosted and operated by Imagicle, offered through a public multi-tenant access to Customers in the Imagicle cloud.

As part of the receiving services, Customer will have access to the web portal, through which use and administer the Services.

The Service is provided through public cloud and available via a simple OTT (Over the Top) Internet access to the Customers.

The Service has been designed to be natively integrated with the Imagicle UCX Suite, regardless of the UCX Suite deployment type (On Prem, Hosted, Cloud). The integration with the Imagicle UCX Suite allows the Imagicle UCX Suite recordings provided by the Call Recording application to be automatically uploaded to the Imagicle Cloud and analyzed by The Service. The integration for the On Prem and Hosted UCX Suite requires a software component to be installed on the Imagicle UCX Suite VMs and having a secure outgoing connection opened to the Imagicle Cloud ([https://\\*.imagicle.com](https://*.imagicle.com)) to upload the recordings, direct or via proxy. 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.

## 3 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.

## 4 Support and Updates

Imagicle will provide support for The Service as set forth [here](#). 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.

## 5 Datacenter and Service availability

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

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 Customer's based High availability model, with call processing, DB and web UI, deployed on 2 different availability zones in the same region.

In case of failure on the AWS availability zone, there are no service interruption, with RTO and RPO equal to 0. In the remote case of a failure in a full AWS region, the RTO for Disaster Recovery is 8 hours.

## 6 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 Processing Addendum available on Imagicle website at the link below: <https://www.imagicle.com/en/legal-terms/data-processing-addendum/>

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.

## 7 Termination of the use of the 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.

## 8 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.

## 9 Assignment

Subject to this Agreement and without prejudice of the provisions of the T&C during the Term, Customer may use The Service and integrate The Service into any Application that has material value independent from 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.

## 10 Acceptable use policy

THE SERVICE may not be used in any illegal, abusive or other 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.

- Violating or facilitating the violation of any local or foreign law, including laws regarding the transmission of data or software.
- 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.

## 11 Third party cookies

FullStory collects information on your use of The Service, such as pages visited, links clicked, non-sensitive text entered, and mouse movements, as well as information more commonly collected such as the referring URL, browser, operating system, and Internet Protocol ("IP") address. We use publicly available sources to approximate your geographic region and Internet Service Provider based on your IP address. FullStory's purpose in collecting Usage Data is to better understand how The Service Visitors use it. Privacy policy is available on this [link](#).

Imagicle also uses Olark web chat. Olark's cookies (ok, \_okac, \_okbk, \_okla, \_oklv, hblid, olfsk, wcsid) allow Imagicle to provide live chat support to clients and visitors. Information on how Olark Chat is used and its privacy policy are available on this [link](#).

## 12 Consent to cookie installation

Users/visitors may decide whether to allow the installation of cookies on their computer. Cookie settings can be controlled and modified using the browser's "Preferences". By default almost all web browsers are set to automatically accept cookies. You can modify the settings and disable cookies in your browser's settings:

- [Chrome](#)
- [Firefox](#)
- [Internet Explorer](#)
- [Opera](#)
- [Safari](#)

If you deactivate cookies, certain site functions may be disabled. However, even with the cookies disabled, the browser will still save a small amount of data. These data are necessary for the site's basic functions. If the user does not interact with the consent forms and exits the consent message by closing it or continuing to browse the site, consent is considered to have been given for all cookies.

