



SPECIFIC CONDITIONS P2 - THIRD PARTY ONLINE UC GAMMA

These Specific Conditions govern the Third Party Online UC Services that may be provided by the Company under an Order Form, together with Specific Conditions P1 - UC Services and the General Terms & Conditions for the Supply of Products and/or Services (the “Conditions”).

1 DEFINITIONS

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:
- “Acceptable Use Policy/EULA” means as set out in Schedule 1 to this document;
 - “Service Literature” means the relevant service literature provided by the Company to the Customer relating to the Third Party Online UC Services, as updated from time to time;
 - “Subscription” means the relevant subscriptions for the Third Party Online UC Services, including the relevant UC Applications, which the Customer is subscribing to for the purposes of the Third Party Online UC Services as set out in the Order Form;
 - “Support Hours” means the times or hours when support for the Third Party Online UC Services is available to the Customer, as stated in the Order Form, or if no support hours are stated, the applicable hours and days set out in paragraph 7.2; and
 - “Technical Diagnosis” means the act of seeking to identify the cause of an Incident by investigating and analysing its signs and symptoms, with the objective of determining the reason for the Incident and identifying the steps required to restore the Services or otherwise resolve the Incident.

1.2 All capitalised terms in these Specific Conditions, which are not defined in paragraph 1.1, shall have the meanings stated in Specific Conditions P1 – UC Services and/or the Conditions.

2 GENERAL

- 2.1 The Third Party Online UC Services support emergency call services (999/112) and such calls will be routed to the national emergency call handling agents. However, the Customer acknowledges that VoIP services do not operate in the same way as a traditional public switched telephone network (PSTN) fixed line. Public emergency call services and connection to such services (999/112) may not be possible in the event of a service outage caused by loss of the Customer’s connectivity to the internet for whatever reason. In such circumstances the Customer should use its PSTN line to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify the Customer’s location and telephone number so this information should be stated promptly and clearly by the Customer when making such a call.
- 2.2 The Customer acknowledges that the Third Party Online UC Services constitute and are sold as a private service for use for specific applications and that, as regards public emergency call services, confer only limited service at agreed defined locations. It is not sold as a full public service.
- 2.3 The Customer will not be charged for calls to 01, 02 and 03 numbers made from the Third Party Online UC Services subject to the following conditions, applied against the Customer’s account:
- 2.3.1 The total number of calls by the Customer per Subscription to 01/02/03 terminations and/or to UK mobiles in accordance with paragraph 2.4 shall not exceed 5,000 (five thousand) minutes per month. Where the Customer has exceeded that limit it will be subject to a price per minute for the total volume of calls according to the existing rate card currently associated with the Customer’s account. In addition, calls to numbers beginning 03 shall not exceed 15% of the total calls made by the Customer.
 - 2.3.2 The Company reserves the right to further vary pricing or terminate connectivity if Services are being used for arbitrage or artificial inflation of traffic.
- 2.4 The Customer will not be charged for calls made to UK mobiles made from the Third Party Online UC Services with the following FM codes, which may be updated from time to time by not less than 30 (thirty) days’ notice to the Customer, subject to the conditions set out in paragraphs 2.3.1 and 2.3.2:

Description	CountryCode	CityCode
UK Mobile O2	UKN	FM1
UK Mobile Orange	UKN	FM4
UK Mobile Other	UKN	FM2
UK Mobile T Mobile	UKN	FM3
UK Mobile Vodafone	UKN	FM5
UK Mobile Virgin	UKN	FM3A
UK Mobile Hutchison 3G	UKN	FM6
UK Mobile BT Fusion	UKN	FM8
UK Mobile Opal	UKN	FM7
UK Mobile Voice and Data	UKN	FM10
UK Mobile Virtual 1	UKN	FM11
UK Mobile Virtual 2	UKN	FM12
UK Mobile Magrathea	UKN	FM9
UK Mobile Cable and Wireless	UKN	FM16

3 PLATFORM LICENCE

3.1 The Third Party Online UC Services remove the need for the Customer to have a PBX on-site. The Customer will access the Platform via a secure portal.



- 3.2 The Company, as authorised by the Vendor, grants to the Customer a non-exclusive licence to have access and to use the Platform in accordance with the Service Literature during the term.
- 3.3 The Customer understand and agrees that the licence granted under paragraph 3.2 is subject to the following limitations:
- 3.3.1 the Platform may only be used by authorised users of the Customer; and
- 3.3.2 the Customers complying at all times with the terms of the Acceptable Use Policy/EULA, and ensuring that all authorised users who use the Platform agree to and comply with the terms of the Acceptable Use Policy/EULA.
- 3.4 Except to the extent mandated by applicable law or expressly permitted in this Agreement, the Customer shall not, and shall ensure that its End Users shall not:
- 3.4.1 sub-license its right to access and use the Platform save as expressly set out in this Contract and without prejudice to paragraph 3.3, any permitted sub-licence must be on terms which are consistent with the provisions of this Contract (in particular the obligations in this paragraph 3.4);
- 3.4.2 allow any unauthorised person to access or use the Platform by means of a user account, the portal or otherwise;
- 3.4.3 re-publish or re-distribute the Platform, or provide services to third parties using the Platform save as expressly set out in this Contract; and
- 3.4.4 alter or adapt or edit the Platform, save as expressly permitted by the Service Literature or this Contract.
- 3.5 Save to the extent expressly provided otherwise in this Contract, the Customer does not have any right to access the object code or source code of the Platform, either during or after the end of the Term.
- 3.6 All Intellectual Property Rights in the Platform shall be the exclusive property of the Vendor or its suppliers unless otherwise agreed between the parties in writing.

4 HARDWARE (HANDSETS)

- 4.1 The Third Party Online UC Services are only compatible with the list of approved hardware (handsets) supplied as part of the Services. All hardware is sold or provided with the Third Party Online UC settings pre-configured. Handsets supplied for use with these Third Party Online UC Services cannot be used with any other UC service and the Company is under no obligation to adapt any handset for general use at any time either before or after title passes to the Customer (where applicable). The Vendor does not offer a service to unlock the handset and remove these settings at the end of this Contract.
- 4.2 The Third Party Online UC Services are not compatible with third party handsets and as such all handsets and replacement handsets will need to be purchased from the Company.
- 4.3 Unless otherwise agreed on the Order Form, title to any handsets supplied by the Company or the Vendor without separate charge as part of the Third Party Online UC Services shall remain with the Company (or its Vendors as applicable). The Company may at its entire discretion transfer title to the Customer at any time by notice in writing.
- 4.4 In the event of loss or damage to a handset (excluding normal wear and tear) whilst title remains with the Company or its Vendors, the Company shall be entitled to invoice the Customer with the cost to the Company of a replacement handset and the Customer shall pay any such invoice according to its then current terms of payment with the Company.

5 CUSTOMER OBLIGATIONS

- 5.1 The Customer will use and access the Third Party Online UC Services in accordance with the Service Literature.
- 5.2 The Customer acknowledges that Third Party Online UC, like all IP offerings, needs to be delivered over a voice focused and managed network, ensuring that the required amount of bandwidth has been provided based on the number of consecutive calls and codec (G729, 711, 722) being used. Unless otherwise set out in the Order Form that the Company is responsible for providing or otherwise configuring the related connectivity services, the Customer is responsible for:
- 5.2.1 ensuring that the required amount of bandwidth is been provided based on the number of consecutive calls and codec (G729, 711, 722) being used; and
- 5.2.2 configuring the Customer's connectivity services, including applying the appropriate settings to the Customer's router to support the Third Party Online UC Services;
- in each case accordance with the Service Literature.
- 5.3 Unless otherwise expressly agreed to be provided by the Company in the Order Form, the Customer is responsible for ensuring that full CAT5/6 structured cabling is in place and of good quality with a suitable maintenance contract in order to operate.
- 5.4 Gamma recommends that all service user access stations are equipped with 2 separate cabling access points for voice and data usage.
- 5.5 The Customer will ensure that the Site has sufficient space to host the access router & any power over Ethernet equipment in their chosen location and sufficient power to this location.
- 5.6 The music on hold (user) feature allows users to enable or disable music on hold on a per call basis. Where the customer chooses to upload and use its own audio files other than the preloaded default audio files, then it is the Customer's responsibility to obtain the necessary licence rights for the use by the Customer of such files ("**Customer Content**"). The Company and the Vendor will have no responsibility for any infringement of any third party intellectual property or other rights as a result of the uploading or use of any Customer Content by the Customer. By using the upload facility for Customer Content the Customer agrees to indemnify the Company and the Vendor accordingly against any third party claims for such infringement.
- 5.7 The Customer will, unless otherwise expressly agreed to be provided by the Company under this Contract:
- 5.7.1 provide to the Company and the Vendor (or their subcontractors):
- (a) all necessary co-operation in relation to the Third Party Online UC Services; and
- (b) all necessary access to such information as may be reasonably required by the Vendor, in order to be able to supply the Third Party Online UC Services;
- 5.7.2 ensure that it utilises a browser described in Schedule 2 below;
- 5.7.3 ensure that its systems are properly maintained, supported and updated;
- 5.7.4 ensure that all of its relevant third party suppliers co-operate with the Company and/or the Vendor (as applicable) in relation to the set-up and performance of the Third Party Online UC Services;
- 5.7.5 ensure that it has all rights necessary to allow the Vendor to interface with the Customer's systems as necessary for the performance of the Third Party Online UC Services;
- 5.7.6 provide such personnel assistance as may be reasonably requested by the Company from time to time in regards to the continued support and operation of the Third Party Online UC Services;



- 5.7.7 be responsible for procuring and maintaining all relevant network connections and telecommunications links from its systems to the Platform, and for all problems, conditions, delays, delivery failures and other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the Internet; and
- 5.7.8 carry out all other Customer responsibilities in a timely and efficient manner; and in the event of any delays caused by the Customer in the provision of such assistance as agreed by the parties, the Company may adjust any timetable or delivery schedule set out in this Contract as reasonably necessary.

- 5.8 In the event that any of the provisions of paragraphs 3.3, 3.4 or 5.7 are breached by the Customer, the Customer shall have 24 (twenty four) days to remedy the breach. In the case the breach is not remedied in the 24 (twenty four) day period, the Vendor reserves the right to terminate the Third Party Online UC Services by a further 14 (fourteen) days' notice.
- 5.9 The Customer agrees to provide to the Company for each network termination point full details of the Customer's name and address (including post code), which the Company is authorised to provide to the Vendor to enable the Vendor to fulfil its obligations under Ofcom regulations to pass such details on to the relevant Carriers.

6 EXCLUSIONS

- 6.1 The Third Party Online UC does not at present support the following features or services:
 - 6.1.1 analogue phones and devices, although a terminal adapter box can be used to connect these if required;
 - 6.1.2 ISDN Data calls;
 - 6.1.3 numbers not allocated to the Platform;
 - 6.1.4 international number presentation (as the presentation of a UK CLI across International carriers cannot be guaranteed)
 - 6.1.5 mobile numbers being added to the Third Party Online UC system for call routing purposes;
 - 6.1.6 the use of Fax with an analogue adaptor on Horizon;
- 6.2 Training for the Customer and/or End User is not included in the Services, unless otherwise expressly agreed to be provided in the Order Form.
- 6.3 The Company does not issue any IP Address to be used with the Third Party Online UC Services. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. The Company reserves the right to withdraw or change this address if for any reason the address ceases to be available.
- 6.4 The Company does not guarantee any aspect of setting up and conducting a VoIP call over any mobile network, whether using the Third Party Online UC mobile client or desktop client on a tethered laptop. Mobile networks provide no prioritisation of signalling and voice payload packets and some networks will either block or slow down VoIP packets.

7 SERVICE LEVELS

- 7.1 The Service Levels set out in this paragraph 7, shall take precedence over and supersede the Service Levels and any support hours set out in Specific Conditions F1 – Engineering Services in respect of these Third Party Online UC Services only.
- 7.2 Unless it is otherwise stated in the Order Form that a different level of service (in terms of response times and/or hours of support) will apply, the Company will use its reasonable endeavours to provide support for the Third Party Online UC Services during the Support Hours identified in the Order Form or, if none are stated, in accordance with Level 1 as set out in Table 1 in this paragraph 7.2.

Table 1 – Support Hours for Third Party Online UC Services

	Level 1	Level 2	Level 3	Level 4
Support Hours:	8am-6pm on Business Days	8am-6pm on Business Days	24/7, all days	24/7, all days
Support Type:	remote support only	engineer to site	remote support only	engineer to site (8am to 6pm only)

- 7.3 Where the Company is providing Level 2 or Level 4 support, in accordance with paragraph 7.2 above, as set out in the Order Form, the Company will use its reasonable endeavours to ensure that an engineer arrives at the Customer Premises or Site on the next Business Day, if identified as a requirement before midday upon the completion and conclusion of the remote Technical Diagnosis, as notified to the Customer. Any time period stated in respect of the Company's obligations under this Contract is not guaranteed nor capable of being deemed to be of the essence of this Contract.

8 CLI PRESENTATION

- 8.1 The Vendor cannot guarantee consistent presentation of intended CLIs for calls made to mobile or international carriers as successful presentation of the intended CLI is entirely dependent on the mobile or international carrier's use of these numbers and specific call flow.
- 8.2 Maintaining the correct site CLI and address details for all of the relevant Customer Premises and the Sites, is the Customer's responsibility.
- 8.3 Where a CLI number is being presented, the Customer must ensure that:
 - 8.3.1 the number is of a national significant format, is allocated to the Customer and that the Customer possesses all necessary permissions in respect of the lines in question;
 - 8.3.2 where the number is not allocated to the Customer, it has written consent from the allocated owner for its use as a presentation number and that such consent has not been withdrawn; and
 - 8.3.3 under the terms of the CLI code of practice the number must be a number that is allocated to a customer, is in use, connected to a terminal and capable of receiving calls.
- 8.4 Where the Company has requested the Presentation CLI Service (the "Service"), which allows the Customer to authorise the Vendor to carry voice traffic with a Presentation Number different from its underlying CLI or endpoint(s) (as these terms are defined in NICC ND 1016 available at <http://www.niccstandards.org.uk/publications/public-net.cfm>), before the Service is made available, subject to this being technically practicable, the Customer must first ensure that the following statement is signed:

The statement is:

I hereby confirm on behalf of [insert name of Customer] (the 'Applicant') to its telecommunications service provider, and I am duly authorised so to do, that: the number requested for use as a presentation number ('PN') is either allocated to the Applicant and the Applicant does not require the permission of anyone else in relation to that number or the requested PN is not allocated to the Applicant but consent from the allocated owner for its use as a PN has been obtained and has not been withdrawn;

(i) the requested PN is in use;



- (ii) the Applicant shall immediately inform its telecommunications service provider if any of the information in this statement ceases to be correct;
- (iii) the telecommunications service provider may suspend and/or withdraw use of its Presentation CLI Service if it is subsequently found that the information in this statement was, or has become, inaccurate or if the PN is being misused in any way;
- (iv) the Applicant understands that the PN must not be a number that connects to a revenue sharing number that generates excessive or unexpected call charges in which case the telecommunications service provider may suspend and/or withdraw use of the Presentation CLI Service;
- (v) The Applicant acknowledges that its network service provider may withdraw the service without penalty in the event that a) having made the appropriate configuration change the Applicant fails to make at least one test call within twenty (20) working days and/or b) the Applicant reverses the configuration change.

The Applicant hereby indemnifies its telecommunications service provider and any underlying network service provider against any claims by any third party relating to use of the PNs.

The Applicant hereby acknowledges that the telecommunications service provider may withdraw this facility at any time for regulatory or legal reasons or if it suspects its misuse or if its use is challenged by any third party.

..... dated

For and on behalf of Applicant

8.5 The Customer acknowledges that the Company has the right to suspend/withdraw use of the Third Party Online UC Services if it is subsequently found that it is breach of this paragraph 8 and hereby indemnifies the Company against any claims arising as a result of any such breach.



Schedule 1

Acceptable Use Policy / EULA

Schedule 1 Part 1: Acceptable Use Policy

This Acceptable Use Policy (the "Policy") governs the use of the Horizon Advanced Voice Services provided via Gamma, to the Company, who provide such services to the Customer and the Authorised User under a written contract (the "Contract") which it supplements, and the Company shall request the Customer to ensure that it and its Authorised User agree to the terms of this Policy before using those services (the "Services").

1. The Customer and the Authorised User must not:

- (a) use the Services in any way that causes, or may cause:
 - (i) damage to Gammas or any Gamma supplier or subcontractor's business, systems or services; or
 - (ii) impairment of the availability or accessibility of Gammas or any Gamma subcontractor's systems or services;
- (b) use the Services in any way that is unlawful, illegal, fraudulent, misleading or harmful;
- (c) use the Services in connection with any unlawful, illegal, fraudulent, misleading or harmful purpose or activity;
- (d) use the Services in any way that could reasonably be anticipated to put Gamma in breach of a contractual or other legal obligation owed by Gamma to any Gamma supplier or subcontractor;
- (e) use the Services to gain unauthorised access to any computer, network or system;
- (f) use the Services for or in connection with any bullying or trolling;
- (g) use the Services in any way that may restrict or inhibit any other person's use of the Services;
- (h) forge header information, or email source addresses or other user information;
- (i) without Gammas prior consent, access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- (j) compromise the security or integrity of any network or system including the Gamma network or that of its suppliers;
- (k) use another person's name, username or password or otherwise attempt to gain access to the account of any other customer; or
- (l) tamper with, hinder the operation of or make unauthorised modifications to any network or system.

2. The Customer and the Authorised User must not use the Services to store, host, copy, process, distribute, display, publish, transmit or send works or materials that:

- (a) are illegal or unlawful;
- (b) will or may infringe any person's Intellectual Property Rights or other legal rights; or
- (c) could give rise to legal proceedings, whether against you, Gamma, a Gamma supplier or subcontractor or another third party, in each case in any jurisdiction and under any applicable law.

3. Without prejudice to the generality of Paragraph 2, the Customer and the Authorised User must not use the Services to store, host, copy, process, distribute, display, publish, transmit or send works or materials that:

- (a) are defamatory, slanderous, libellous or maliciously false;
- (b) are obscene or indecent;
- (c) infringe any copyright, moral rights, database rights, patents, trade mark rights, design rights or rights in passing off;
- (d) infringe any rights of confidence, rights of privacy or rights under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime;
- (g) are in contempt of any court, or in breach of any court order;
- (h) are in breach of racial or religious hatred legislation or discrimination legislation;
- (i) are blasphemous; or
- (j) are in breach of official secrets legislation.

4. The Customer and the Authorised User must not use the Services to store, host, copy, process, distribute, display, publish, transmit or send works or materials that:

- (a) are pornographic or sexually explicit;
- (b) constitute spam or unsolicited marketing communications;
- (c) are likely to cause annoyance, offence, inconvenience or anxiety to another person;
- (d) are viruses, Trojans, worms, root kits, spyware or other harmful software, programs, routines, applications or technologies;
- (e) constitute software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or present significant security risks to a computer;
- (f) include corrupt data; or;
- (g) are or are part of a chain letter, Ponzi scheme, pyramid scheme, matrix program, or similar scheme or program, except to the extent that Gamma expressly agrees otherwise.

5. Subject to the other terms of this Agreement, the Customer and the Authorised User may store, host, copy, process, distribute, display, publish, transmit or send encrypted works and materials using the Services. If Gamma so requests, the Customer and the Authorised User shall promptly:

- (a) decrypt such works and materials and provide the decrypted works and materials to Gamma; and/or
- (b) supply to Gamma the encryption keys and any other information reasonably required to decrypt such works and materials.

6. The Customer and the Authorised User must not use the Services to send, store or process junk emails, unsolicited commercial emails or bulk unsolicited emails (spam).

7. If the Customer or the Authorised User use the Services to send marketing emails, it must:

- (a) include a conspicuous notice identifying the message as a marketing email;
- (b) provide a valid physical postal address in each email you send;
- (c) include a valid email address or an unsubscribe link, allowing the recipient to opt out either by replying to a valid return address or by using an internet-based unsubscribe mechanism; and
- (d) process opt-out requests promptly.

8. In connection with the sending of emails using the Services, the Customer and the Authorised User must not:

- (a) include false, deceptive or misleading header information, including a false domain name or address;
- (b) use a false, deceptive or misleading subject line;
- (c) include sexually explicit content;
- (d) add an address into your list without the subscriber's permission;
- (e) maintain an email address in your list for which an opt-out request has been received;
- (f) harvest email addresses from websites or web services;
- (g) generate email addresses by using a dictionary attack combining letters and numbers into multiple permutations;
- (h) use scripts or automated systems to register for multiple email or user accounts to send commercial emails;
- (i) relay emails through a computer or network without permission;
- (j) send emails with added words/characters in an attempt to bypass Bayesian filters;
- (k) send, or attempt to send, spam of any kind from third-party networks using a return email address that is hosted on the Gamma network or referencing an email address hosted on the Gamma network;
- (l) send email messages which are excessive in number or bandwidth requirements and/or intended to harass or annoy others;
- (m) continue to send email messages to a recipient that has indicated that he/she does not wish to receive them;
- (n) take any actions intended to cloak your identity or contact information, including but not limited to intentionally omitting, deleting, forging or misrepresenting message headers or return addresses; or
- (o) take any other action that results in the blacklisting of the sender's email address or mail server, or negatively impacts other customers of Gamma or a Gamma subcontractor or supplier.

9. In the absence of positive, verifiable proof to the contrary, Gamma will consider any complaint by a recipient of emails to be conclusive evidence that the recipient did not subscribe for or otherwise request the email(s) about which the complaint was generated.

10. The Customer and the Authorised User must not abuse or insult any Gamma personnel, or any Gamma supplier, subcontractor or customer.

11. If Gamma reasonably suspects that there has been a breach of the provisions of this Policy, Gamma may:

- (a) delete, disable, edit or amend the relevant works or materials;
- (b) suspend any or all Services and/or your access to any or all Services while it investigates the suspected breach; and/or



(c) charge you for any costs incurred by Gamma in investigating the breach and taking action under this Paragraph 11.
 12. The Company, the Customer and the Authorised User must not authorise, aid, abet, encourage or incite any other person to do any act prohibited by this Policy.

Schedule 1 Part 2: EULA (End User License Agreement)

IMPORTANT - READ CAREFULLY

THIS IS A LEGAL AGREEMENT BETWEEN YOU (THE INDIVIDUAL OR THE ENTITY) AND THE PROVIDER OF THE SOFTWARE ("LICENSOR"), REGARDING YOUR USE OF THE SOFTWARE. PLEASE READ THE FOLLOWING TERMS CAREFULLY.

Use of the software and documentation (the "Product") is contingent on acceptance and agreement by You to the terms and conditions set out below. You may not use the Product in any way unless you have accepted these terms and conditions.

BY CLICKING ON THE "ACCEPT" BUTTON, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS END-USER LICENSE AGREEMENT ("EULA"), CLICK THE "DECLINE" BUTTON

The Product is not a replacement for Your mobile or fixed line telephone. In particular, the Product does not allow you to make emergency calls to emergency services. You must make alternative communications arrangements to ensure that You can make emergency calls if needed.

1. GRANT OF LICENSE.

Subject to the conditions and limitations below, Licensor grants to You a personal, non-exclusive, non-transferable, non-sublicensable, limited license in object code form only, to use one copy of the executable code of the Product on a single Device used by You. (A Device is a personal computer or mobile device.) You agree not to copy the Product, including its software and documentation. You also acknowledge that the Product contains valuable trade secrets proprietary information belonging to Licensor and others. Accordingly, you shall take measures to protect the Product from unauthorized access, disclosure and use, including without limitation the placement of intellectual property or any other proprietary rights notices on the Product and other materials supplied by the Licensor as stated in Article 2 below. All other rights are reserved to Licensor. You shall not rent, lease, sell, sublicense, assign, or otherwise transfer the Product, including any accompanying printed materials.

2. INTELLECTUAL PROPERTY RIGHTS.

The Product is a proprietary product of Licensor and several suppliers to Licensor and is protected by various intellectual property laws, including copyright law. You acquire only the right to use the Product and may not use the software and documentation otherwise than as a part of the Product in which the software and documentation have been incorporated or as they have been delivered. You shall not disclose the results of any benchmark tests of the Product to any third party without Licensor's prior written approval.

Further, You agree not to, or to allow others to (i) adapt, alter, modify, decompile, translate, make derivative works, disassemble, or reverse engineer the Product, including without limitation the source code and any other underlying ideas or algorithms (except to the extent applicable laws specifically prohibit such restriction); (ii) create license keys that enable the Product; (iii) copy the Product; (iv) use the Product in connection with dangerous activities such as the operation of nuclear facilities, air traffic control or life support, where the failure of the Product could lead to

death, personal injury, or extensive environmental damage; (v) sublicense, transfer or otherwise grant any rights in the Product, loan, sell, lease, rent, or otherwise commercially use or exploit the Product, in whole or in part; (vi) use the Product in violation of any applicable regulation or law; or (vii) export or transfer the Product or any component thereof in violation of any export control laws. For the avoidance of doubt, nothing in this EULA grants to You any rights to the source code of the Product.

3. CONSENT TO USE OF DATA.

You agree that Licensor may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Product. Licensor may use this information, including sharing it with third parties, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

4. PRODUCT MAINTENANCE.

Licensor is not obligated to provide maintenance, support or updates to You for the Product.

5. DISCLAIMER OF WARRANTY.

THE PRODUCT IS DEEMED ACCEPTED BY YOU UPON ACCEPTANCE OF THIS EULA. THE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR AND ITS SUPPLIERS FURTHER DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, INTERFERENCE, INFORMATIONAL CONTENT AND SYSTEM INTEGRATION. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE PRODUCT AND DOCUMENTATION REMAINS WITH YOU. THIS DISCLAIMER OF WARRANTY IS AN ESSENTIAL PART OF THIS EULA. LICENSOR AND ITS SUPPLIERS DO NOT WARRANT THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCT WILL BE ERROR FREE. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OF AN IMPLIED WARRANTY, THIS DISCLAIMER MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

6. LIMITATION OF LIABILITY, INDEMNIFICATION

THE LIABILITY OF LICENSOR OR OF ITS SUPPLIERS ARISING OUT OF THIS EULA SHALL NOT EXCEED THE AMOUNTS PAID BY RECIPIENT TO OBTAIN THE PRODUCT. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL LICENSOR, OR ITS SUPPLIERS OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF LICENSOR SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY OR WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES COULD HAVE BEEN REASONABLE FORESEEN. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. THESE LIMITATIONS WILL APPLY EVEN IF LICENSOR OR ITS AGENT HAS BEEN ADVISED OF

THE POSSIBILITY OF SUCH DAMAGE. YOU ACKNOWLEDGE THAT THE AMOUNT PAID FOR THE PRODUCT REFLECTS THIS ALLOCATION OF RISK. RECIPIENT AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND LICENSOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND SUPPLIERS, FROM ANY AND AGAINST ANY LOSSES, DAMAGES, FINES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATING TO USE OF THE PRODUCT IN VIOLATION OF ANOTHER PARTY'S RIGHT OR IN VIOLATION OF ANY LAW.

7. SPECIFIC DISCLAIMER OF LIABILITY FOR EMERGENCY SERVICES

NEITHER LICENSOR NOR ITS OFFICERS, EMPLOYEES OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING FROM OR RELATING TO:

- (a) YOUR INABILITY TO USE THE PRODUCT TO CONTACT EMERGENCY SERVICES, OR
- (b) YOUR FAILURE TO MAKE ADDITIONAL ARRANGEMENTS TO ACCESS EMERGENCY SERVICES;

8. EXPORT.

You agree to comply fully with all laws and regulations to assure that the Product is NOT exported, directly or indirectly, in violation of any applicable law and/or jurisdiction, including the United States. You also agree that You will not export or re-export the Product in any form without the appropriate government licenses,



including the United States and understand that the Product may not be exported or re-exported (a) into any U.S embargoed country, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Product You represent and warrant that You are not located in any such country or on any such list. Your failure to comply with this provision is a material breach of this EULA.

9. U.S. GOVERNMENT USE.

The Product and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Product and accompanying documentation by the U. S. Government shall be governed solely by these terms of the License and shall be prohibited except to the extent expressly permitted by these terms of the License.

10. ENTIRE AGREEMENT.

This EULA constitutes the complete and exclusive agreement between Licensor and Recipient with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein, if any. This EULA may not be modified except in writing duly signed by an authorized representative of Licensor. If any provision of this EULA is held to be unenforceable for any reason, such provision shall be altered only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances.

11. TERMINATION.

This EULA is effective until terminated. You may terminate this EULA at any time by removing from your Device the Product and destroying all copies of the Product and the accompanying documentation in your possession. Unauthorized copying of the Product or the accompanying documentation or otherwise failing to comply with the terms and conditions of this EULA will result in automatic termination of this EULA and will make available to Licensor other legal remedies. Upon termination of this EULA, the license granted herein will terminate and you must immediately destroy the Product and accompanying documentation, and all back-up copies thereof.

12. GENERAL LEGAL TERMS.

This EULA shall be governed by the substantive laws of the State of Maryland, USA, without regard to its conflicts of laws principles. You hereby submit to the exclusive jurisdiction of the federal and state courts in the State of Maryland in connection with any dispute arising out of this EULA. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA and is hereby expressly excluded. The failure of Licensor to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision. Sections 2, 3, 4, 6, 7, 8,9, 10, 11 and 12 shall survive the termination of this EULA.

Schedule 2

Minimum User Machine Requirements

The hosted portal is browser based and designed to support all major browsers and operating systems.

Each release is tested against the following browsers:

- Chrome (the current version at the time of version release)
- Firefox (the current version at the time of version release)
- Horizon | Terms and Conditions
- © Gamma 2017. All rights reserved. Confidential.
- IE8, IE9, IE10, IE11 and Edge (the current version at the time of version release)

The solution requires the Flash plugin only on browsers which do not support HTML audio (IE8).

Whilst it is not possible to ensure that breaking changes do not occur as evergreen browsers (Chrome, Firefox and Edge) update, best endeavours are in place to ensure compatibility and swift resolution of any problems.

Please note that the hosted portal is not guaranteed to work on all smartphone/tablet devices and operating systems. On completion of provisioning of the Service, the End Users should perform a pre-test to ensure the Services work with their browser/smartphone/tablet device.