

## SERVICE SPECIFIC TERMS AND CONDITIONS FOR SUPPLY AND/OR INSTALLATION OF EQUIPMENT, AND FOR THE PROVISION OF SERVICES

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### 1. THE EQUIPMENT AND THE SPECIFICATION

- 1.1. The Service Provider shall supply and/or install the Equipment or provide the Services listed in the Order Form. The Service Provider reserves the right to change

the specification and parameters of the Equipment to be supplied insofar as such changes do not materially affect the operational performance of the Equipment.

### 2. YOUR RESPONSIBILITIES

- 2.1. Any attachments to the Equipment that are made by You shall be at Your risk and You shall be responsible for ensuring that they are suitable for use with the Equipment and comply with any network operators' or telecommunications regulations.
- 2.2. It is Your responsibility to arrange for any necessary line connection to be made to telecommunications networks, together with the provision of any test lines as may be

required, and to pay any connection charge, and to comply with any conditions relating to the connection if the Service Provider has not been contracted to do so by You. No liability shall attach to the Service Provider if the network operator denies, delays or withdraws connection facilities to approved Equipment.

### 3. INDEMNITY

- 3.1. You shall indemnify the Service Provider from and against any and all losses, damages, liabilities, costs and expenses (including but not limited to reasonable legal fees) arising directly or indirectly from any breach by You of clause 2.
- 3.2. Programming work, moves and changes and the provision of other services can result in faults arising on Your

telephone system. The Service Provider will endeavour to fix these faults as a priority, however should fixing these faults result in the need for labour or parts being used then these may be charged at the Service Provider's then current rates. The Service Provider cannot be held liable for any loss or consequential loss incurred by You as a result of this work.

### 4. DELIVERY, RISK AND TITLE

- 4.1. The Service Provider shall repair or at its option replace free of charge any part of the Equipment which is lost or damaged in transit, provided that the Service Provider is given written notification of such loss or damage within three days of delivery.
- 4.2. Risk in all other equipment, such as tools and plant taken to the Site by the Service Provider for the purpose of performance of this Agreement, shall pass You when brought on to the Site by the Service Provider (or its agent or sub-contractors) and shall remain with You until such

equipment is removed from the Site except in so far as any damage to, or loss of such equipment is due to any act of negligence on the part of the Service Provider (or its agent or sub-contractor).

- 4.3. Where parts are delivered to You by courier and/or electronic worksheets are used, You agree that electronic signatures applied in acknowledgement of parts delivered or services rendered will have the same legal force as hard copy signatures.

### 5. EXPORT OF PRODUCTS

- 5.1. Equipment, materials, technology, tools and technical data delivered by the Service Provider to You may be subject to Canadian, UK and/or US export controls or the trade laws of other countries. You agree not to export the Equipment outside the defined territory, without prior written consent of a Director of the Service Provider.
- 5.2. If the Service Provider consents to such export You shall comply with the applicable Export Control Laws

and Import Control Laws of Canada, the UK, the United States and any other applicable foreign jurisdiction. You are solely responsible for any applicable regulations, compatibility and homologation requirements of the import country. You will not use Products, materials, technology, tools, or technical data for nuclear, missile, or chemical and biological weaponry.

### 6. LIABILITY FOR DELAY

- 6.1. If You amend an agreed delivery, installation or Service provision date within 10 working days of the agreed date, the Service Provider reserves the right to charge You an additional fee of £350 plus VAT.
- 6.2. The Service Provider shall also be entitled to recover any reasonable additional costs incurred by it or its sub-

contractors as a result of delay caused to delivery and/or installation or Services provision completion by You, including overtime costs if relevant.

- 6.3. Where a deposit is required from You, the Service Provider reserves the right to delay placing an order for the Equipment until the deposit has been paid.

### 7. MAINTENANCE

- 7.1. The Service Provider reserves the right to add all or part of the Equipment to Your existing Maintenance Services with the Service Provider if You contract with the Service

Provider for Maintenance Services, in which case the Service Provider will invoice You for the additional maintenance charge.

## 8. WARRANTIES

- 8.1. The warranties set forth below are in lieu of all other warranties or conditions, express or implied, from the Service Provider or its suppliers. There are no other representations that extend beyond these warranties. All other warranties or conditions are hereby excluded & disclaimed.
- 8.2. **Software and Hardware Warranties** - During the term of the manufacturer's warranty period, the Software media and Equipment will be free from defects in material and workmanship under normal use and the Software will perform substantially in compliance with the manufacturer's specifications. The Service Provider shall have the right to inspect and test the Software or Equipment to determine, in its reasonable discretion, whether the defect is covered under the applicable warranty. To the extent that any deficiency in the material or workmanship prevents the Software from operating substantially in accordance with the manufacturer's specifications, the Service Provider will use commercially reasonable efforts to correct the problem within a reasonable period of time. If the problem cannot be corrected, the Service Provider will in its sole discretion either replace the Software or install a new release when made generally available or return the associated system to a prior release. For defective Equipment under warranty, at its election, the Service Provider shall repair or replace the affected parts. The Service Provider may utilise remanufactured, certified parts that meet the specifications. Such replacement parts will be covered for the remainder of the existing Equipment warranty. Any part removed shall become the property of the Service Provider.
- The foregoing is conditional on the Service Provider receiving timely written notice of any defect with as much specificity as is known and as soon as You become aware of such nonconformity, but in any event prior to the expiration of the relevant warranty period. Additional services and support are available to You, at an additional cost, on request.
- 8.3. **Third Party Product/Equipment Warranty.** To the extent that the Service Provider is legally able to do so, the Service Provider agrees to pass through to You in all respects any warranty provided by a third-party to the Service Provider on Products/Equipment ordered hereunder that are not manufactured by the Service Provider. In respect of such third party Products/Equipment, the Service Provider gives no other or further warranties. You accept said express limited warranties as Your sole and exclusive remedy for defects in such Products/Equipment and agree to the terms and conditions, disclaimers, and limitations of liability thereof.
- 8.4. **Exceptions to the Warranty.** The Software and Equipment warranties detailed above shall not apply if one of the following occurs:
- i. the Software/Equipment are not used properly in accordance with the manufacturer's specifications and operating instructions or otherwise are abused, damaged, or negligently serviced or maintained by anyone other than the Service Provider or a party authorised by the Service Provider;
  - ii. work is performed on the Equipment and/or Software by anyone not authorised by the Service Provider;
  - iii. the Equipment or Software is installed or used in combination or in assembly with products that are either not approved by the Service Provider or not compatible. In such event, You shall be entitled to cure the breach by removal of such products within a reasonable period provided that, in doing so, removal of the product shall render the Equipment, Software or, if applicable, both, to the condition in which they existed prior to the installation, use or assembly;
  - iv. if a defect is caused by misuse or abnormal use, operating or environmental (including incorrect temperature or humidity levels), the temporary or permanent effects of electromagnetic interference or static electricity or mains electrical surges or failures, lightning damage or virus, worm, trojan horse or other malicious or unauthorised code, or any accidental, negligent or wilful cause beyond the control of the Service Provider;
  - v. if You are in breach of any of Your obligations hereunder. The Software and Equipment warranties exclude parts not supplied by the Service Provider and expendable or personal use items such as batteries, headsets, paper, printer ribbons or cabling.
- 8.5. **Disclaimers** – The Service Provider disclaims any express or implied warranty or condition that the Software, Equipment and/or Products prevent toll fraud, unauthorized access, loss or theft of electronic data, or invasion of privacy (collectively, "Fraudulent Activity"). The Service Provider shall have no liability to You in the event of such Fraudulent Activity. Where applicable, You are advised that the operation of 999, 112, or similar such services requires accurate information, which the Service Provider has no responsibility for creating or managing. The Service Provider makes no warranties, express or implied, and have no liability regarding 999, 112, or similar such services functionality.
- 8.6. **Record a Call Feature Option** – The Service Provider hereby makes You aware that the "Record a Call Feature" has legal implications as outlined in third party technical documentation. Record a Call does not provide a warning tone, therefore, end-users should indicate verbally that the call is being recorded when activating this feature. You agree to warn Your end-users of this matter during training sessions and to pass on the pertinent documentation warnings and disclaimers concerning such in order to comply with the laws of the pertinent jurisdiction(s) involved. The Service Provider disclaims any responsibility for improper use of this feature. You are also advised that the External Listen feature contained in some Products may violate certain laws including, without limitation, criminal law, or privacy legislation. You are hereby warned to check local laws to ensure that use of this feature does not contravene any such statutes and to properly warn Your end-users of such. The Service Provider disclaims any responsibility for improper use of this feature. The Service Provider does not warrant that the operation of the Products will be uninterrupted, virus or error free nor does the Service Provider warrant the quality or fitness for a particular purpose.

## SERVICE SPECIFIC TERMS AND CONDITIONS FOR THE PROVISION OF MAINTENANCE SERVICES

### 1. DEFINITIONS

- 1.1. **CAT5** means an Ethernet network cable standard defined by the Electronic Industries Association and Telecommunications Industry Association
- 1.2. **MAT** means Maintenance Acceptance Test
- 1.3. **PABX** means private automatic branch exchange, a private telephone switchboard

### 2. MAINTENANCE AND REPAIR

- 2.1. During the period of the Agreement, in consideration of the payment of Charges, the Service Provider shall as soon as is reasonably practicable provide the services of a maintenance engineer to carry out any maintenance of and repairs and replacements to the Equipment that You may reasonably request and shall carry out free of any extra Charge any maintenance, repairs and replacements (including the provision of any necessary materials and spare parts) as shall be necessary as a result of fair wear and tear arising from the proper operation of the Equipment. Replacement parts will become the property of You, and replaced parts the property of the Service Provider. Replacement parts will be of at least equivalent functionality but may not be identical model or colour. Any maintenance, repairs or replacements or Site visits caused other than by fair wear and tear may be carried out at Your expense at the Service Provider's current rates. The response time for these faults will be guided by the service level shown in the Order Form and further defined in Clause 3.5 below. All maintenance, repairs or replacements may be carried out at the premises where the Equipment is installed or elsewhere at the option of the Service Provider. Replacement parts may be re-furbished at the Service Provider's discretion. For the avoidance of doubt the response of the Service Provider may be fulfilled either by accessing the system remotely with a view to diagnosing the fault or by having an engineer attend site with a view to diagnosing the fault.
- 2.2. This Agreement does not cover the following items unless they are specifically detailed in the Order Form:
- i. Overhead, underground, concealed internal or external cabling.
  - ii. Two wire telephone handsets
  - iii. Structured cabling systems such as CAT5.
  - iv. On PABX systems, cabling from the telephone system central processing unit to the line-jack unit.
  - v. Call loggers, battery back-up including batteries and other additional ancillary equipment.
  - vi. Cleaning of equipment; commissioning, programming or de-commissioning of the system or part thereof.
  - vii. Hardware such as printers, routers, server, PCs and UPS together with its operating software that is being supplied by the You.
  - viii. If any standby power equipment is included under the Equipment, consumables such as the rectifier and battery replacements shall be excluded unless expressly detailed in the Order Form.
  - ix. Software (operating systems/virtualisation software/virus protection) and software applications residing on Your server(s) including but not limited to operating software or associated updates and/or patches. If any software is included under the Equipment, the host PC and/or server shall be excluded unless expressly detailed in the Order Form.
  - x. Manufacturer software support. In the event that manufacturer software support is included under this Agreement, You understand and agree that the manufacturer software support licenses may not be coterminous with the anniversary of the Service Commencement Date and the Service Provider reserves the right to invoice You for the renewal of any such licenses at the dates and frequency to be elected by the Service provider.
- 2.3. This Agreement does not cover preventative maintenance visits, which may be arranged with the Service Provider for an additional fee.
- 2.4. Work carried out by the Service Provider outside of the support agreement is charged at £200 for call out including the first hour and then £100 per hour thereafter.
- 2.5. Definition of Level of Service as detailed in the Order Form:
- i. Silver Standard: 16Hr Mon to Fri 9 to 5 – The Service Provider will respond to the fault either remotely or by sending an engineer to site within 16 working hours, Monday to Friday, 9.00am to 5.00pm, excluding public and bank holidays.
  - ii. Gold Standard: 8Hr Mon to Fri 9 to 5 – The Service Provider will respond to the fault either remotely or by sending an engineer to site within 8 working hours, Monday to Friday, 9.00am to 5.00pm, excluding public and bank holidays.
  - iii. Platinum 24/7: 24Hr 365 Days a Year – The Service Provider will respond to the fault either remotely or by sending an engineer to site within 4 working hours.
- 2.6. Where You request that the remedial work carried out by the Service Provider is done outside of the contracted hours then the Service Provider may charge at its current rates for this.
- 2.7. Where a fault has been logged and the Service Provider has responded and no fault exists on the Equipment then this is deemed to be an "Abortive Visit". Abortive Visits will be charged to You at the Service Provider's current rates. Where a fault has been logged and the Service Provider is unable to gain access to the Site during the hours contracted then the Service Provider may charge You an Abortive Visit call out fee.
- 2.8. Where parts are delivered to You and You are due to return an equivalent part to the Service Provider, the Service Provider will invoice You the normal selling price of the part in the event that the part is not returned within two weeks of receipt by You of the replacement part. The Service Provider will also invoice You for the cost of repairing any damage to the part which reasonably appears to have been caused by the inadequate packaging by You.
- 2.9. Where parts are delivered to You by courier and/or electronic worksheets are used, You agree that electronic signatures applied in acknowledgement of parts delivered or services rendered will have the same legal force as hard copy signatures.
- 2.10. It is understood that the Service Provider cannot make appointments to carry out remedial work to faults. The Service Provider operates an allocation and scheduling system that prioritises faults according to severity of the fault and the level of cover provided. The Service Provider will endeavour to attend the fault at the earliest opportunity within the cover period. Any estimates relating to the time that engineers will either attend site or respond remotely are only best indications and must not be taken as firm appointment times. The Service Provider cannot be held responsible for responding to faults at a different time to that estimated.
- 2.11. For the purpose of Clause 3.5 any reference to public and bank holidays shall refer to the public and bank holidays

that exist in the country where the site is located as referred to in the Order Form.

- 2.12. The Service Provider is not responsible for providing software upgrades, enhancements or patches free of charge.
- 2.13. For health and safety reasons, the Service Provider reserves the right to decline to attend the Customer's site if the Service Provider's engineer will be alone on Site or in an isolated area of the Site.
- 2.14. The provision of maintenance Services is conditional on the correct and proper use at all times of all Equipment in accordance with the instructions of the Service Provider as may be notified to You by the Service Provider from time to time.
- 2.15. In certain instances the Service Provider may need to escalate resolution of certain faults with the Equipment and/or software to the manufacturer and/or obtain replacement parts from the manufacturer. Where You have not purchased manufacturer software support, or the manufacturer has indicated that it will no longer provide the Service Provider with such assistance in connection with a particular type or version of the

Equipment (for example, where a version of the Equipment has reached its end of life or where the Equipment has undergone a particular number of upgrades), or that patches, bug fixes, updates and/or replacement parts are no longer available from either the manufacturer or a third party other than at uneconomic prices, the Service Provider will continue to use its reasonable endeavours to maintain the Equipment in accordance with this Agreement but You acknowledge and accept that (i) partial and/or complete critical incidents may not be recoverable; and (ii) any failure by the Service Provider to perform its obligations under this Agreement where such failure can reasonably be attributed either in part or in whole to the manufacturer ceasing to support the part of Equipment in question and/or supply replacement parts shall not give rise to any liability on the part of the Service Provider pursuant to this Agreement (including but not limited to liability for breach of warranty).

- 2.16. If in the Service Provider's opinion (acting reasonably) it becomes uneconomic to maintain Your telephone system, the Service Provider reserves the right to give You 90 day's termination notice at any time.

### 3. ALTERATIONS TO EQUIPMENT OR EXTENSION WIRING

- 3.1. All alterations to apparatus and extensions to wiring (including removal and reinstallation to a new site) shall be carried out by an installer authorised by the Service Provider. The Service Provider reserves the right to carry out a Maintenance Acceptance Test ("MAT") on this new equipment. The Service Provider may charge at its current rates for this MAT.
- 3.2. Any alterations to Equipment and wiring shall be notified to the Service Provider within 14 working days of the commencement of the works.
- 3.3. The Service Provider may adjust the Charges if the Equipment is altered, in accordance with its current level of charges.

- 3.4. Where insufficient notice is given in accordance with Clause 4.2 above then the Service Provider may ask for proof of the date of installation relating to any additional equipment and the Service Provider may retrospectively charge for the maintenance of this equipment in line with its current rates.

- 3.5. For the avoidance of doubt if You add new parts or software to the Equipment detailed in the Order Form then this will be automatically maintained by the Service Provider, at its discretion. The Service Provider will as a consequence invoice You for the maintenance of these new parts or software. If the Service Provider cannot maintain the new parts, software or additional equipment the Service Provider reserves the right to terminate the maintenance contract.

### 4. INSPECTION OF INSTALLATION

- 4.1. The Service Provider may request to carry out a MAT prior to responding to the first fault that is logged. The Service Provider may carry out the MAT as a separate visit. If the MAT is passed then faults may be logged with the Service Provider and service will commence. If the MAT is failed then the Service Provider reserves the right to request that any specific remedial action be carried out (at Your cost) prior to attending to any fault. Where the

MAT is failed but where any necessary remedial action can be carried out by the Service Provider then the Service Provider may carry this out and charge this to You at its current rates.

### 5. CARRIER'S LIABILITY

- 5.1. Where the fault that has been logged has been a non-system fault, but instead one of the carrier (i.e. British Telecom, TalkTalk Business or Cable & Wireless etc.) then the Service Provider will charge You for the call out and any parts used at its current rates. The Service

Provider will provide a fault reference that can be used to recharge the cost that the Service Provider has charged, on to the carrier. The Service Provider cannot accept responsibility where the carrier refuses to cover all these costs.

### 6. YOUR RESPONSIBILITY AND LIABILITIES

- 6.1. You shall notify the Service Provider either orally or in writing as soon as possible of any fault in the Equipment or of any work or maintenance that may be necessary. The Service Provider may at its option repair at its current rates faults or damage that has arisen because of the failure of You to notify the Service Provider properly.
- 6.2. Should any maintenance, repair, replacement, alteration or addition be made to the Equipment other than by the Service Provider or its authorised installer, the Service Provider may terminate the Agreement with immediate effect by giving You written notice and may retain the Charges.
- 6.3. You shall give the Service Provider and its representative's unhindered access to the Equipment and shall at its expense make available mains electric supply and any other facilities, services and co-operation as may be

necessary for the proper and prompt maintenance or repair of the Equipment under this Agreement.

- 6.4. You shall ensure Site plans are accessible to the Service Provider on each visit. You shall ensure that all programming performed by a third party is backed up and made available to the Service Provider. It is advised that both the Site plans and programming diskette are located next to the system.

- 6.5. Where the system allows remote access via a modem, it is Your responsibility to provide a suitable modem in order for the Service Provider to respond adequately to any fault. Where access is deliberately denied via a modem then the Service Provider may increase the Charges by up to a further 50%. Where a tracker/modem has been fitted by the Service Provider and not paid for by You, it will remain the property of the Service Provider and will be recovered by the Service Provider on termination of the

Agreement, or a Charge will be made by the Service provider at its standard RRP.

- 6.6. You shall maintain an environment suitable to support efficient operation of the Equipment. You are responsible for any damage caused by electrical surges, flooding, lightning, over heating or other external influences, which do not constitute fair wear and tear. The Service Provider will charge You for parts and labour in respect of such damage at its current rates. In the event of disagreement as to whether work is chargeable or not, the Service Provider may provide reasonable but not necessarily absolute evidence of such external influences, however Your signature on a relevant chargeable job sheet will in any event signify its acceptance that the work is chargeable.
- 6.7. Where Your internal control procedures require a purchase order to be raised for chargeable work undertaken by the Service Provider, it is Your responsibility to ensure that this occurs: the Service Provider can accept no delay in payment due to the absence of such purchase order.
- 6.8. If You fail to observe the provisions of this Agreement, the Service Provider may decline to respond to a fault and/or

may terminate the Agreement with immediate effect by giving You written notice and may retain the Charges.

- 6.9. The Service Provider shall not be liable for any costs, or consequential losses or consequential costs relating to telephone calls or any malicious acts resulting from these telephone calls made in a malicious or otherwise manner, made through the telephone system either from within the Site or by a third party obtaining access to Your system. For the avoidance of doubt, the security of Your telephone system is your sole responsibility notwithstanding any work carried out on the system by the Service Provider employees or subcontractors.
- 6.10. The Service Provider shall not be liable for any costs, or consequential losses or consequential costs resulting from Your inability to perform pre-programmed tasks (for example analysis of call logging records) following work carried out by the Service Provider. Whilst the Service Provider will endeavour to minimise disruption to You, You acknowledge that You are solely responsible for such programming and re-programming, and checking that programmes have not been affected by any work carried out on the Equipment.

## 7. WARRANTIES

- 7.1. The warranties set forth below are in lieu of all other warranties or conditions, express or implied, from the Service Provider or its suppliers. There are no other representations that extend beyond these warranties. All other warranties or conditions are hereby excluded & disclaimed.

- 7.2. **Software and Hardware Warranties** - During the term of the manufacturer's warranty period, the Software media and Equipment will be free from defects in material and workmanship under normal use and the Software will perform substantially in compliance with the manufacturer's specifications. The Service Provider shall have the right to inspect and test the Software or Equipment to determine, in its reasonable discretion, whether the defect is covered under the applicable warranty. To the extent that any deficiency in the material or workmanship prevents the Software from operating substantially in accordance with the manufacturer's specifications, the Service Provider will use commercially reasonable efforts to correct the problem within a reasonable period of time. If the problem cannot be corrected, the Service Provider will in its sole discretion either replace the Software or install a new release when made generally available or return the associated system to a prior release. For defective Equipment under warranty, at its election, the Service Provider shall repair or replace the affected parts. The Service Provider may utilise remanufactured, certified parts that meet the specifications. Such replacement parts will be covered for the remainder of the existing Equipment warranty. Any part removed shall become the property of the Service Provider.

The foregoing is conditional on the Service Provider receiving timely written notice of any defect with as much specificity as is known and as soon as You become aware of such nonconformity, but in any event prior to the expiration of the relevant warranty period. Additional services and support are available to You, at an additional cost, on request.

- 7.3. **Third Party Product/Equipment Warranty.** To the extent that the Service Provider is legally able to do so, the Service Provider agrees to pass through to You in all respects any warranty provided by a third-party to the Service Provider on Products/Equipment ordered hereunder that are not manufactured by the Service Provider. In respect of such third party Products/Equipment, the Service Provider gives no other or further warranties. You accept said express limited warranties as Your sole and exclusive remedy for defects in such Products/Equipment and agree to the terms and conditions, disclaimers, and limitations of liability thereof.

- 7.4. **Exceptions to the Warranty.** The Software and Equipment warranties detailed above shall not apply if one of the following occurs:

- vi. the Software/Equipment are not used properly in accordance with the manufacturer's specifications and operating instructions or otherwise are abused, damaged, or negligently serviced or maintained by anyone other than the Service Provider or a party authorised by the Service Provider;
- vii. work is performed on the Equipment and/or Software by anyone not authorised by the Service Provider;
- viii. the Equipment or Software is installed or used in combination or in assembly with products that are either not approved by the Service Provider or not compatible. In such event, You shall be entitled to cure the breach by removal of such products within a reasonable period provided that, in doing so, removal of the product shall render the Equipment, Software or, if applicable, both, to the condition in which they existed prior to the installation, use or assembly;
- ix. if a defect is caused by misuse or abnormal use, operating or environmental (including incorrect temperature or humidity levels), the temporary or permanent effects of electromagnetic interference or static electricity or mains electrical surges or failures, lightning damage or virus, worm, trojan horse or other malicious or unauthorised code, or any accidental, negligent or wilful cause beyond the control of the Service Provider;
- x. if You are in breach of any of Your obligations hereunder. The Software and Equipment warranties exclude parts not supplied by the Service Provider and expendable or personal use items such as batteries, headsets, paper, printer ribbons or cabling.

- 7.5. **Disclaimers** – The Service Provider disclaims any express or implied warranty or condition that the Software, Equipment and/or Products prevent toll fraud, unauthorized access, loss or theft of electronic data, or invasion of privacy (collectively, "Fraudulent Activity"). The Service Provider shall have no liability to You in the event of such Fraudulent Activity. Where applicable, You are advised that the operation of 999, 112, or similar such services requires accurate information, which the Service Provider has no responsibility for creating or managing. The Service Provider makes no warranties, express or implied, and have no liability regarding 999, 112, or similar such services functionality.

- 7.6. **Record a Call Feature Option** – The Service Provider hereby makes You aware that the "Record a Call Feature" has legal implications as outlined in third party technical

documentation. Record a Call does not provide a warning tone, therefore, end-users should indicate verbally that the call is being recorded when activating this feature. You agree to warn Your end-users of this matter during training sessions and to pass on the pertinent documentation warnings and disclaimers concerning such in order to comply with the laws of the pertinent jurisdiction(s) involved. The Service Provider disclaims any responsibility for improper use of this feature. You are also advised that the External Listen feature contained in some Products

may violate certain laws including, without limitation, criminal law, or privacy legislation. You are hereby warned to check local laws to ensure that use of this feature does not contravene any such statutes and to properly warn Your end-users of such. The Service Provider disclaims any responsibility for improper use of this feature. The Service Provider does not warrant that the operation of the Products will be uninterrupted, virus or error free nor does the Service Provider warrant the quality or fitness for a particular purpose.