

Terms and Conditions

The Terms and Conditions (**Terms**) set forth below govern use of Crayon's Voice Service and forms a legal agreement between the 'Supplier' and 'Customer' using the services. Please read these terms carefully before using the services.

By your use of the service provided or by clicking to accept these terms, you agree to be bound by these Terms. If you do not agree with any of these Terms, you must not use or otherwise access the service including any information contained within the service. Your continued use of the service provided shall be deemed to be your continued acceptance to abide by each of the terms set forth below.

The Service Description forms an inseparable part of this Agreement.

1. Definitions

The following terms and expressions shall, whenever used in these Terms, have the following meanings:

"Affiliates" means any entity that owns, is owned by, or is under common control where control is denoted by having more than 50% of the voting power of Crayon Group AS.

"Agreement" means these Terms including the Order which forms part of these Terms.

"Confidential Information" means all information in any form or medium whether disclosed orally or in writing before or after the execution of this Agreement designated as confidential by either party together with all other information which relates to the business, affairs, products, Intellectual Property Rights, developments, trade secrets, personnel, sub-contractors, customers and suppliers, including the terms of this Agreement, or information which otherwise may reasonably be regarded as confidential information but excludes Excluded Information.

"Customer" means the legal entity on which behalf Users use or access the Service.

"Excluded Information" means information that is part of the public domain, other than as a result of a breach of this Agreement or obligation of confidentiality owed to the disclosing party or was known to the other party at the time of disclosure, provided such information was not obtained in breach of any obligation of confidentiality owed to any person.

"Channel" a direct routing channel equals a single connectivity line within a SIP trunk

"User" user with a Teams direct routing license and a Teams phone standard license who has the ability to make and receive phone calls

"Order" means an electronic or written document in the form of a Service Description or Statement of Work or other signed or

electronically agreed by Customer for the Services made available under these Terms.

"Personnel" in relation to a party means an officer, employee, agent, contractor or Subcontractor of that party.

"Supplier" means the Crayon Group AS including its Affiliates .

"Service(s)" means any and all services including professional or managed services and any Licenses provided by Supplier to Customer subject to these Terms.

"Software" means any software in object code form or application provided on or behalf of Supplier to Customer under a relevant Order or otherwise supplied with or as part of the Services. Software does not include any Third-Party Offerings whether they are distributed by Supplier or on behalf of Supplier.

"Subcontractor" means any independent consultant, third party entity or Affiliate contracted by Supplier to complete Supplier commitments.

"Service Level Agreement" means service levels for a particular service specified in an Order.

"Third Party Offerings" means third party software applications or services proprietary to a third party being an owner or licensor. For the avoidance of doubt, Third Party Offerings do not constitute part of the solution.

2. Obligations

2.1. Supplier's obligations

Supplier shall:

- (i) complete the delivery of Services specified in Order in accordance with industry standards and generally accepted quality levels.
- (ii) ensure that Personnel completing the delivery of Services are suitably qualified.
- (iii) notify the Customer of any known or planned maintenance or outages of Software within a reasonable period.
- (iv) where Service Level Agreements are specified in an Order, use best efforts to deliver Services in accordance with such Service Level Agreement.

2.2. Customer's obligations

The Customer shall, if applicable:

- (i) provide a suitable space for installation or provide remote access, in accordance with Service Provider instructions
- (ii) provide Supplier with relevant and necessary information or documentation relating to the Customers business requirements and technical environment, including any additional information reasonably requested by Supplier to enable Supplier to deliver the Services.
- (iii) ensure relevant authorisations or approvals including within the Customer's technical environment are granted to Supplier or its Personnel as required to enable Supplier to deliver the Services.

3. Order terms and usage

3.5. Cancellation, and Renewals

Orders for Services are non-cancellable and non-refundable and subject to a 12-month or 36 month minimum term (**Minimum Term**). Orders will automatically renew for a term of one year (regardless of the initial duration of the subscription), unless either party gives the other written notice of non-renewal no later than 120 days before the end of the then current term.

3.6. User & Channel Changes

During purchase of the service Customer specifies initial amount of users and/or channels required. After which time, if Customer requires additional channels they can purchase these directly in the Management Portal which is part of the service. The increased amount will be reflected accordingly in the monthly bill.

3.7. Excess Usage

If Customer usage of the Software exceeds the number of Licences that Customer has purchased in their Order, Supplier will be entitled upon prior notice to charge Customer for such additional Channels as required to cover the excess usage.

4. Pricing and payment

4.1. Pricing

The price which Customer shall pay is stated in the Order or specified at the time of placing an Order. Supplier may revise the prices on thirty (30) days written notice. Where Orders are subject to a Minimum Term, price revisions will take effect upon renewal of the Order term.

4.2. Invoicing and Payment

The Service is priced per user or per channel as specified in the Order and is invoiced monthly at the end of each month based on the total consumption.

All invoices are payable within the period stated on the invoice (which is governed by the local agreements with the Supplier). All prices are VAT excluded.

If Orders relate to professional services, such as service onboarding, charges will be invoiced lump sum in advance unless otherwise agreed in the Order.

Customer shall not withhold payment or offset payment to Supplier unless a dispute has been raised within ten (10) days of the invoice and Crayon has acknowledged the Customer's claim.

5. Confidential Information

Each party shall keep Confidential Information it receives or may have access to confidential using the same protections and measures that it applies to its own information but in no

event treat information with less than reasonable care. Either party may only use Confidential Information for the purposes contemplated by these Terms. Confidential Information may only be disclosed solely to Personnel who have a legitimate need to know and who are bound by confidentiality obligations substantially equivalent to this clause.

6. Title to Software, Intellectual Property Rights

Title to Software and all intellectual property rights whether registered or unregistered in and to all Software shall remain with Supplier or its licensors as the case may be. Customer must not: (i) decompile, disassemble, reverse engineer, edit, alter, modify, create derivative works from, translate or otherwise change the whole or any part of the Software or attempt to do any such things or otherwise derive source code from Software; (ii) lease, sell, market, license, sublicense, lend or otherwise grant to any other person or legal entity any right to use the Software; (iii) reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose; (iv) use the Software in any way that is a breach of any applicable local, national or international law; and (v) distribute the Software to any unauthorised party.

7. Warranty

To the full extent permitted by law, supplier disclaims on behalf of itself and its licensors all guarantees and implied and express warranties in respect of the software or services. Supplier makes no warranties or representations that the software or services will be available at any given day, or in respect of the quality, accuracy, completeness, reliability, suitability, acceptability, title, merchantability or fitness for purpose of the software, or that the operation of the software will be uninterrupted, free from errors, fail- safe or free from defects.

8. Limitation of Liability

Supplier shall not be liable for any delays or claims that is the result, directly or indirectly, of the failure by the Customer to comply with the reasonable requests of Supplier, or from the breach by the Customer of any provision of the Agreement. Neither party shall be liable to the other party for any indirect or consequential damages, including lost revenues, lost profits, or lost prospective economic advantage, whether or not foreseeable and whether or not based on contract, damages, statutory or warranty claims or otherwise. Each party hereby releases and waives any claims against the other party regarding such damages. Furthermore, neither party's liability for damages shall under any circumstances exceed the aggregated fees (excl VAT) invoiced by Supplier under these Terms during the twelve (12) months period immediately preceding the calendar month in which the cause of the liability arose. Until the first calendar year is ended, the maximum liability shall be calculated as the average fees paid per month during the validity of the Agreement multiplied by twelve (12). Further limitations of liability may be set out in the Agreement.

9. Termination

Any party may terminate this Agreement immediately by written notice in the event that: (i) the other party commits a non-remediable breach of these Terms; or (ii) the other party fails to cure a remediable breach within thirty (30) days of being notified in writing of such breach; or (iii) the other party is subject to bankruptcy or insolvency.

Sections 1, 3 to 8, and 10 of these Terms shall survive the expiry or termination of this Agreement.

10. General

10.1. Subcontractors or delivery by Crayon Group Affiliates

Customer agrees that Supplier may subcontract any part or the whole of the Services at any time during the Agreement.

Supplier will be responsible for subcontractors contracted by Supplier in order to complete Supplier commitments.

10.2. Law and jurisdiction

The Agreement shall be governed by the substantive laws of the principal place of business of Supplier, without reference to its choice and conflict of law's provisions. The Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods. All disputes arising out of or in connection with the Agreement shall be finally settled by the ordinary court of the principal place of Supplier, except that Supplier may, at its own option, bring suit for collection in the country where the Customer is located.

10.3. Loyalty

During the term of the Agreement and then for a period of 6 months after expiry of this Agreement, Customer may not provide Supplier's Personnel with any form of employment offer, engagement or hire from subcontracted third parties. For the purposes of this clause, the Supplier's Personnel also include persons who have terminated their employment, engagement or involvement with the Supplier during the last 6 months from the expiry or termination of this Agreement. Exceptions to this provision require written consent from the Supplier. In case of violation of this provision, Customer shall pay, in addition to ordinary liability, pay a fee of NOK 150,000 or equivalent in local currency for each breach of this clause.

10.4. Insurance

Customer is responsible for ensuring Customer has adequate insurances for its own assets, activities, third party liabilities and any other insurances required for the fulfillment of this Agreement. Supplier is responsible maintaining reasonable insurance policies.

10.5. Force majeure

Should an extraordinary situation occur beyond the control of parties and make it disproportionately burdensome to fulfill agreed obligations and which, according to law, should be regarded as force majeure, the counterparty shall be notified of this as soon as possible. The affected party's obligations are

suspended for as long as the extraordinary situation lasts. The obligations of the other party shall be suspended for the same period. The counterparty may in force majeure situations only terminate Agreement with the affected party's consent or if the situation lasts or is expected to last for more than 60 calendar days, counting from the date the situation occurs, and then only with 15 calendar days notice. Other durations may be agreed upon. In case of force majeure situations, the parties have mutual information obligations to each other on all matters that may be considered to be of importance to the other party. Such information should be given as quickly as reasonably possible.