

Service Schedule For Oak Clarify / Clarify Go / Qualify Go

1.1 You are responsible for determining whether the Service or the information generated thereby is accurate or sufficient for Your purposes.

1.2 You agree not to:

(a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than Users in furtherance of Your internal business purposes as expressly permitted by these Terms of Service; (b) use the Service to initiate Call Recordings or persisting of media without all legally required advance notices having been provided to all participants on a call or virtual meeting being recorded or persisted; (c) use the Service to Process data on behalf of any third party other than Users; (d) modify, adapt, or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks; (e) falsely state, infer or imply any sponsorship or association with Us or Our Affiliates, (f) use the Service in an unlawful manner, including but not limited to violation of any person's privacy rights; (g) use the Service to send unsolicited or unauthorized junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (h) use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights; (i) use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and/or its components; (j) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Service; (k) use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libellous, obscene, or discriminatory; (l) use the Service to store files that are deemed by Us to not be voice or video communication or derivatives thereof; (m) use the Service to knowingly post, transmit, upload, link to, send or store any Malicious Software; or (n) use or attempt to use the Service in violation of these Terms of Service.

1.3 You are responsible for compliance with the provisions of these Terms of Service by Users and for any and all activities that occur under Your Account, as well as for all Your Data. Without limiting the foregoing, You are solely responsible for ensuring that use of the Service to store and transmit Your Data is compliant with all applicable laws and regulations.

1.4 Subject to any limitation on the number of individual Users available under Your Subscription, access to and use of the Service is restricted to the specified number of individual Users permitted under Your Subscription. You agree and acknowledge that You will be allocated unique login details (such as username and password) for administrators of Your Account and that You are responsible for maintaining the confidentiality of all login information for Your Account.

1.5 A high-speed Internet connection is required for proper transmission of the Service. You are responsible for procuring and maintaining the network connections that connect Your network to the Service, including, but not limited to, "browser" software that supports protocols used by Us, including Secure Socket Layer (**SSL**) protocol or other protocols accepted by Us, and to follow procedures for accessing services that support such protocols.

1.6 We are not responsible for notifying You or Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Your Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Us. We assume no responsibility for the reliability or performance of any connections to the Service.

1.7 We reserve the right, at Our reasonable discretion, to temporarily suspend Your access to and use of the Service:

(a) during planned downtime for upgrades and maintenance to the Service (for which We will use commercially reasonable efforts to notify You of in advance); (b) during any

unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, uncontrollable acts of nature, acts of government, acts of terror or civil unrest, technical failures beyond Our reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties, including without limitation, distributed denial of service attacks; (c) if We suspect or detect any Malicious Software connected to Your Account or use of the Service by You or Users; or

1.8 We reserve the right to deploy Updates at any time.

1.9 Following the termination of this Agreement and cancellation of Your Account, We reserve the right to delete all Your Data in the normal course of operation. Your Data cannot be recovered once Your Account is cancelled.

2. Data Privacy

2.1 Our third party service providers collect certain information about You and Users as well as Your and their respective devices, computers and use of the Service. This information is used, disclosed, and protected as described in Oak Innovation Limited's Privacy Notice, the current version of which is available at <https://www.oakinnovate.com/> under Data Security Policy. .

2.2 Any third party service providers We use will only be given access to Your Account and Your Data as is reasonably necessary to provide the Service and will be subject to confidentiality obligations. Without limiting the foregoing, you give Us authority to refer to a provider or providers of Other Services any customer support request You may make to Us in respect of the Service.

3. Intellectual Property Rights

3.1 We shall maintain all rights, title and interest in and to all Our and Our third party service providers respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, **Intellectual Property Rights**).

3.2 The rights granted to You and Users to use the Service under these Terms of Service do not convey any additional rights in the Service, or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service as expressly set out in these Terms of Service, all rights, title and interest in and to the Service and all hardware, software and other components of or used to provide the Service, including all related Intellectual Property Rights, will remain with and belong exclusively to Us or Our third party service providers.

3.3 We shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You and Users.

3.4 Clarify, ClarifyGo, QualifyGo and other product and service names and logos used or displayed in connection with the Service are registered or unregistered trademarks of Oak Innovation Limited (collectively, **Marks**), and You may only use such Marks to identify You as a subscriber to the Service, PROVIDED THAT You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent any services or products.

14. GLOSSARY

When used in these Terms of Service with the initial letters capitalized, in addition to terms defined elsewhere in these Terms of Service, the following terms have the following meanings:

Account: means all accounts created by or on behalf of You or Users within the Service.

API: means the application programming interfaces developed and enabled by Us that permits You to access certain functionality provided by the Service, including without limitation, the Oak REST API that enables the interaction with a Call Recording account automatically through HTTP requests and the Oak application development API that enables the integration with other web applications.

Call Recording: means core capability of the Software that enables a person to record and playback voice and video recordings.

Documentation: means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Service provided or made available by Us to You or Users through the Site or otherwise.

Features: means software capabilities or attributes that deliver value to a customer and or end-user.

Malicious Software: means viruses, malware, Trojan horses, time bombs, or any other similar harmful software.

Order: means any written or electronic order form or document generated by Us or a third party and executed, accepted or otherwise approved by You with respect to Your Subscription, which form or document may detail, among other things, the number of Users authorized to use the Service under Your subscription to the Service, the Subscription applicable to Your subscription to the Service, Our charges associated with Your Subscription, and any recording channel or source linked with a Subscription.

Other Services: means third party products, applications, services, software, products, networks, systems, directories, websites, databases and information which the Service links to, or which You may connect to or enable in conjunction with the Service, including, without limitation, Other Services which may be integrated directly into the Service.

Personal Data: means any information relating to an identified or identifiable natural person, being a person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.

Service: means the Oak cloud-based Call Recording and Reporting services and all associated tools provided by Us, including individually and collectively Software, the API and any Documentation, together with any Updates.

Site: means www.oakinnovate.com and other websites that We operate either presently or in the future.

Software: means software provided by Us (either by download or access through the internet) that allows a User to use any functionality in connection with the Service.

Subscription: means the subscription level for that part of or all of the Service for which You subscribe pursuant to an Order.

Terms of Service: means these terms of service as amended or replaced from time to time.

Update: means any new or modified Features added to or augmenting or otherwise modifying the Service or other updates, modifications or enhancements to the Service.

User: means an individual natural person authorized to use the Service through Your Account and pursuant to Your Subscription as an end user and/or administrator.

We, Our and Us: means Oak Innovation Limited.

You and Your: means the Entity identified in the Order.

Your Data: means all electronic data, voice recordings, text, messages or other materials submitted to the Service by You, Users and End-Users in connection with Your use of the Service, including, without limitation, Personal Data.