

KEYLOOP (SOUTH EAST ASIA) PTE. LTD.

PRODUCT SPECIFICATION

Integrated Telephony (CTI)

1. GENERAL

This Product Specification constitutes an integral part of the Agreement entered into between Keyloop and Client with respect to Keyloop Software and Services, and shall apply to Integrated Telephony solution to be provided by Keyloop to Client in relation to any Keyloop Software (“**Integrated Telephony**”, or sometimes referred to as “**CTI**”). Capitalized term used herein but not defined shall have the meanings as defined in the Keyloop Standard Terms and Conditions for Software License and Services.

2. INTEGRATED TELEPHONY

2.1. Integrated Telephony may include some or all of the following as specified in the Quotation:

- (a) a licence to use software, which may include the Integrated Telephony Software, and third party software including the TAPI to enable integration between the Integrated Telephony Software and the Telephone System;
- (b) Support and Maintenance Services in relation to Integrated Telephony;
- (c) initial configuration of Integrated Telephony and training of an agreed number of Client’s End Users as Super Users;
- (d) configuration of the back-up schedule for the removable media according to Client’s instructions; and
- (e) remote re-installation of Integrated Telephony and Keyloop using its reasonable endeavours to recover the Integrated Telephony database (other than call recording data) from the removable media in the event of a system failure.

2.2. The Integrated Telephony Software is Keyloop Software for the purposes of the Agreement.

2.3. Support and Maintenance Services for Integrated Telephony are provided in accordance with the Product Specification for Support and Maintenance Services and include the following additional features:

- (a) the use of remote monitoring software by Keyloop to monitor the performance of Integrated Telephony and responding to alerts generated by such software; and
- (b) provision by Keyloop of Patches, upgrades and bug fixes in respect of the Integrated Telephony Software from time to time, and their installation on the CTI Server. Keyloop will also make available Patches, upgrades and bug fixes for the client software forming part of the Integrated Telephony Software for installation by Client.

2.4. The Integrated Telephony Software includes reporting functionality, known as Call Intelligence. Call Intelligence allows access to data on call activity and call logs. It is not equivalent in functionality to a Telephone System reporting tool. A certain level of inaccuracy must be anticipated in the data provided by Call Intelligence as the accuracy of data depends

on a number of variables such as the configuration and usage of the Telephone System.

2.5. Integrated Telephony enables Client’s own administrator to process the majority of Standard Configuration Changes. Keyloop will, upon request by Client, process Standard Configuration Changes to Integrated Telephony as part of the Support and Maintenance Services. Provided the number of such Standard Configuration Changes does not exceed one per every two End Users included within Client’s licence in each 12 month period, there is no additional charge.

3. EXCLUDED MATERIAL

3.1. Integrated Telephony does not include any of the following, which Keyloop may provide to Client on request in accordance with Keyloop’s prevailing rates:

- (a) processing of Standard Configuration Changes by Keyloop in excess of those included under paragraph 2.5;
- (b) all configuration changes other than Standard Configuration Changes;
- (c) installation of the Integrated Telephony Software on Client’s customer PCs and installation of ongoing Patches, upgrades and bug fixes of Integrated Telephony Software on Client’s customer PCs.

4. PRECONDITIONS

4.1. As a precondition to the supply of Integrated Telephony by Keyloop to Client, Client’s Telephone System must be CTI enabled and have passed a conformance test and be approved for use with Integrated Telephony by Keyloop.

4.2. The CTI Server must be of a type approved by Keyloop.

5. CLIENT OBLIGATIONS

5.1. Client is responsible for the following matters:

- (a) ensuring that any pre-installation technical requirements for the configuration of the Telephone System communicated by Keyloop are complied with prior to commencement of installation work by Keyloop;
- (b) configuration, support and maintenance of the Telephone System and procuring a duly licensed copy of the appropriate driver for the Telephone System for installation on the CTI Server;
- (c) using its Super Users to train all other End Users in the use of Integrated Telephony as appropriate for their needs;
- (d) provision and maintenance of End User hardware (i.e. PC) that is correctly specified to operate Integrated Telephony Software and meets the minimum specification communicated by Keyloop from time to time, and installing upgrades, Patches and bug fixes of the

Keyloop Software to the End User hardware where Keyloop has notified Client that this is a requirement for the continued provision of Support and Maintenance Services by Keyloop;

- (e) providing uninterrupted remote access for Keyloop to the CTI Server and providing access to premises and equipment as necessary for the performance of Support and Maintenance Services in the event of hardware failure;
- (f) provision of an administrator who will be trained to make Standard Configuration Changes and report faults and issues to Keyloop; and
- (g) (unless it is supplied by Keyloop) ensuring that its local area network is of sufficient specification to provide a reliable link between the CTI Server and the Telephone System.

5.2. Client shall provide Keyloop with all information required by Keyloop to complete the configuration of Integrated Telephony and for the ongoing provision of Integrated Telephony, including:

- (a) details to changes of operating procedures and practice which may affect Integrated Telephony; and
- (b) details of planned changes or upgrades to the Telephone System, hardware, networks or other infrastructure that has not been supplied by Keyloop and that may affect the operation of Integrated Telephony. Where such a change involves the installation of a Telephone System or upgrade of a Telephone System to a type of hardware or software not included on the list of approved systems issued by Keyloop from time to time, Keyloop does not warrant that Integrated Telephony will function with such Telephone System, additional charges may be due for time spent by Keyloop in testing and ensuring the compatibility of such system with Integrated Telephony, and Keyloop reserves the right to suspend provision of the Integrated Telephony Support and Maintenance Services until compatibility is determined.

5.3. Provision of Integrated Telephony requires dedicated use of the CTI Server for that purpose. Client may not, without the prior consent of Keyloop:

- (a) install any software on the CTI Server other than software provided by Keyloop as part of Integrated Telephony and the driver for the Telephone System provided by Client; or
- (b) use the CTI Server for any purpose other than Integrated Telephony.

6. CALL RECORDING

6.1. The Version of Integrated Telephony provided by Keyloop may include functionality for the automatic recording of telephone calls.

6.2. **CLIENT'S ATTENTION IS DRAWN TO THE FACT THAT THE RECORDING OF TELEPHONE CALLS (BOTH INBOUND AND**

OUTBOUND) IS STRICTLY REGULATED UNDER THE LAWS OF MANY JURISDICTIONS AND MAY BE PROHIBITED IN CERTAIN CIRCUMSTANCES.

6.3. Without prejudice to the general obligations of Client under the Agreement to comply with all Applicable Laws in its use of Integrated Telephony (including, without limitation, as regards data protection), Client is responsible for ensuring that its use of the call recording features of Integrated Telephony is in compliance with all Applicable Laws.

6.4. For the avoidance of doubt, call recordings are not included within the data that is backed up to removable media as part of Integrated Telephony.

7. SCOPE

The scope of Integrated Telephony is limited to providing an interface between Client's Telephone System and its Dealer Management System. Integrated Telephony does not include, and Keyloop accepts no responsibility for, the functioning of the Telephone System itself.

8. DEFINITIONS

CTI Server: the server provided by Client for the purposes of delivering Integrated Telephony, which may include both the server hardware and operating system.

Integrated Telephony: the combination of Products provided by Keyloop pursuant to this Product Specification.

Integrated Telephony Software: the Keyloop Software provided for the purpose of enabling the functionality of Integrated Telephony in conjunction with a Dealer Management System, which is composed of both a server and PC client application.

Standard Configuration Changes: name changes to End Users under the licence for Integrated Telephony Software; queue changes; adding phones and devices to organisations and user profiles, business schedules (for queues).

Super User: one of an agreed number of appropriately skilled members of Client's staff who is trained by Keyloop in the use and functionality of Integrated Telephony with a view to enabling such person to train other End Users in the use of Integrated Telephony.

Support and Maintenance Services: the support and maintenance services to be provided by Keyloop in connection with Integrated Telephony in accordance with paragraph 2.3.

Telephone System: the hardware and software owned or licensed by Client for operation of its telephone system.