



Annex – Definitions

Version 2.0, as of August 2016

The capitalized terms used in this Agreement and the documents referenced herein are defined as follows:

“[Acceptable Use Policy](#)” or “[AUP](#)” means a framework of rules and regulations that aim to ensure that everyone who uses Circuit enjoys a productive, disruption-free and safe use of Circuit. It describes what Unify deems to be acceptable use of Circuit, what not, and what will happen if there is a violation of the AUP.

“[Agreement](#)” means, collectively, terms and conditions under which you are granted access to Circuit and all other documents referenced therein. The Agreement consists of the Terms of Service (TOS) for Circuit, together with the Annexes Product and Service Description (PSD), Payment and Pricing Terms (PPT), the Service Level Agreement (SLA) and this Annex Definitions, as well as the End User License Agreement (EULA) for Circuit, the [Acceptable Use Policy \(AUP\)](#), the [Support Forum Rules \(SFR\)](#), the Data Privacy Statement (DPS) and, where applicable, the Data Processing Agreement (DPA).

“[Agreement Value](#)” means the total amount of the recurring Fees you actually paid to Unify under the Agreement in the twelve (12) month period preceding the event that leads to liability or, if the term of the Agreement has been less than twelve (12) months, the total amount of the recurring Fees that would have been paid had the Agreement continued for twelve (12) months, calculated as per the median amount of the Fees that were already paid to Unify until the relevant event.

“[Applicable Export Control Laws](#)” means any national and international foreign trade and customs requirements or any embargos or other sanctions such as anti-terrorism-laws, denied persons lists or similar stipulated by the Federal Republic of Germany, the European Union, the United States of America and other applicable national export laws, e.g. from the country/jurisdiction where you or a Circuit User have its place of business. Applicable Export control Laws are a subset of Applicable Laws.

“[Applicable Laws](#)” means and includes all laws, statutes, regulations, directions, guidelines and codes of conduct of any governmental or Regulator of competent jurisdiction and any orders of any Regulator or other administration or court or other tribunal of competent jurisdiction which are applicable to this Agreement, you, Unify or to the performance of either your or Unify’s obligations under this Agreement.

“[Business Day](#)” means the days of the week during which most businesses are operating, usually Monday to Friday except local public holidays or bank holidays. In order to determine the timeliness of a notice, the schedule of Business Days applicable to the receiving party shall prevail, while the timeliness of an action shall be determined by the schedule of Business Days applicable to the party obliged to take the action.

“[Circuit](#)” means, collectively, all “Circuit”, “Unify Circuit” or “Circuit by Unify” branded products and services provided by Unify to you in connection with Circuit, as further described in the Agreement.

“[Circuit App](#)” means an application for mobile devices which can be used to access Circuit.

“[Circuit Core Services](#)” means the application “Circuit” as defined in [Annex - Product and Service Description \(PSD\)](#). The ancillary facilities of Circuit, such as the Circuit Portal’s section attending to the management of (new) subscriptions, the Circuit Support Forum, or optional plugins or features that must be activated and/or downloaded separately, are excluded.

“Circuit Directory” means a directory of the Circuit Users assigned to you, which can be browsed by every other Circuit User in your Circuit Tenancy.

“Circuit Enterprise User” means a Circuit User account which can make use of the full functionality of Circuit, as compared to a Circuit Guest User account that has only limited functionality.

“Circuit Portal” means the website where you log in to Circuit and where subscriptions to Circuits are entered into.

“Circuit Self Service” means a set of self-service support facilities for Circuit, such as a FAQ and the Circuit Support Forum.

“Circuit Support Forum” means a section of the Circuit Support Portal which allows Circuit Users from all customers and Circuit Tenancies to discuss their questions regarding Circuit, and to post and receive troubleshooting information. Use of the Circuit Support Forum is governed by the [Support Forum Rules \(SFR\)](#).

“Circuit Support Portal” means a web based form of support from which the different forms of support provided by Unify can be accessed. The exact scope of the support is determined by the applicable service package.

“Circuit Tenancy” means the logically separated segment or domain on the Circuit platform that is dedicated to you and your Circuit Users.

“Circuit Tenancy Administrator” refers to a Circuit Enterprise User who has been granted access to the Customer’s administration console for Circuit. The Circuit Tenancy Administrator may create Circuit Enterprise Users and other Circuit Users, and may grant other Circuit Enterprise Users access to the administration console to, thereby making them also a Circuit Tenancy Administrator. The first Circuit Tenancy Administrator is automatically created upon signup to Circuit together with the Customer Contact. Unify recommends that the Customer uses special care when selecting and storing the password for the account of the Circuit Tenancy Administrator.

“Circuit User” means, collectively, the different kind of user accounts linked to a particular customer. You are responsible for all activities of your Circuit Users and of their compliance with the Agreement and in particular their compliance with the [Acceptable Use Policy \(AUP\)](#).

“Circuit User Contact Data” includes name, address, phone number, profile information, email address, title, time zone and other contact information that Unify may collect through an Circuit User’s use of Circuit, or which you or the Circuit User may enter, or have entered, as part of the administration of your Circuit Tenancy or Circuit User account.

“Circuit User Data” or “Circuit User Content” includes, but is not limited to, all data, including all text, sound, software, image files, documents, photos, presentation slides, audio and/or video recordings, comments, questions, call entries and logs, transcripts, or other content, information or files that a Circuit User submits to Circuit, receives through Circuit, generates through using Circuit, stores inside Circuit, or otherwise creates by the use of Circuit. In other words, it means all data about and from you or one of your Circuit Users that was not there before you signed up for Circuit. It can also include, collectively, Circuit User Contact Data, Usage Data, and Support Data. Circuit User Data will often also contain Personal Data.

“Confidential Information” means all information and data, which a Party has received orally, in writing, electronically or otherwise from or on behalf of the other Party in connection with the Agreement, including all business, commercial and technical information and data, unless, according to the judgment of a prudent business man, such information and data cannot be considered as being of confidential nature.

“Conversation” refers to a number of conversation items (messages, files, realtime meetings via phone call, video, screenshare, etc.) shared between and viewable by all participants. Conversations can be “private” –

in that users need to be explicitly added to the Conversation see the content or they can be “open” – in that any Circuit User can choose to join . Conversations are moderated by the Conversation participants, with anyone in the Conversation having the capability to remove other people if necessary.

“Cross Tenancy Guest User” is an Circuit User created in another Circuit Tenancy, who is added to a Conversation in your Circuit Tenancy. Once the Circuit User from the other Circuit Tenancy has accepted the invitation, they have full access to the content of the specified Conversation, but they cannot access any other Conversation hosted in your Circuit Tenancy. A Cross Tenancy Guest User does not count against the number of Circuit User accounts you subscribed to.

“Customer”, also referred to as “you”, means you, your business or organization who is party to the Agreement and who is therefore responsible for the Circuit Users and their Circuit User Data in its Circuit Tenancy.

“Customer Contact” is a person within your business or organization who is assigned to be Unify’s primary contact and who has the authority to act on behalf of your business or organization in respect of all day-to-day activities relating to Circuit. This person must be named during the registration process, will also be the first Circuit User created in your Circuit Tenancy, and will therefore also (initially) hold the role of the Circuit Tenancy Administrator.

“Customer IT Policies” means the rules and regulations governing the use of your IT-Systems, e.g. your acceptable use policies.

“Customer Network” means any part of your network and the devices operated in it, including personal computers, active and passive data network equipment, telecommunications network applications and all associated equipment (including third party network components) which may be used for Circuit.

“Data Processing Agreement” or “DPA” is an agreement for commissioned data processing under which we will collect, store, and process Personal Data.

“Defect” means a reproducible failure of Circuit to comply with the specification of Circuit as described in **Error! Reference source not found.**

“Documentation” means the technical and/or functional descriptions that are provided or made available to the Customer along with Circuit. The Documentation will in general be provided online. The Documentation includes, among other things, the description of performance characteristics, features or hardware and software requirements. If and to the extent required by the respective rights holder, the Documentation also comprises of the Open Source License texts or the special license conditions of a Freeware vendor or other commercial third party vendor of software.

“Effective Date” means the date on which the Agreement comes into force, as further described in the [Terms of Service \(TOS\)](#).

“End User License Agreement” or “EULA” means our set of license terms and conditions for the use of software by end users. While Circuit is, in principle, a cloud-based application, some of its components need to be downloaded and installed, such as apps for smartphones and tablets. These components are covered by the EULA. In addition, Open Source Licenses and Third Party EULAs may apply.

“EU Data Protection Requirements” means the EU Data Protection Directive 95/46/EC, or any directive or regulation replacing it.

“Fees” means the fees and prices for Circuit, as agreed between the Parties. There may be monthly, usage based or one-time Fees. See [Annex - Payment and Pricing Terms \(PPT\)](#) for details.

“Force Majeure Event” means any event beyond the reasonable control of a Party, including (i) damage to or destruction or compulsory purchase of the premises or other property belonging to the affected Party, (ii) fire, explosion, accident, lightning damage, electromagnetic interference; (iii) storm, earthquake, hurricane, torna-

do, flood, volcanic eruption or other natural disaster; (iv) war, threat of war, act of terrorism, insurrection, rebellion, riot or other civil unrest; (v) epidemics, pandemics, quarantine restrictions or other public health restrictions or advisories; (vi) strikes or lockouts or other labor interruptions; (vii) disruption to transport services; (viii) sanctions, embargoes or lack of materials, supplies or utilities, breaking off of diplomatic relations; (ix) the failure of any applicable governmental authority to issue any licenses or approvals, or the suspension, termination or revocation of any licenses or approvals, required for the operation of the affected Party's business or the performance of services, or any other circumstance as a result of which performance by the affected party is prevented by law; or (x) in the case of Unify, the occurrence of any of the aforementioned events to its subcontractors or suppliers which result in their delay or failure to perform.

"Freeware" means a computer program which may be used without payment or other compensation (for example, by advertising). Freeware may be subject to special license conditions of the vendor, which, for example, may limit the right to distribute or redistribute the Freeware. Freeware may have functional limitations which a commercial version does not have. In general, the vendor of a Freeware does not grant access to the source code of the Freeware.

"Guest User" means Circuit User accounts for users outside your business or organization, to whom you want to provide temporary access to Circuit, under your full and sole responsibility and cost.

"Incident" means an event that affects the delivery of Circuit, e.g. a case of non-performance of Circuit, or the failure to achieve a Service Level. Incidents are further described in [Annex - Product and Service Description \(PSD\)](#).

"Intellectual Property Rights" means copyrights (including moral rights), patents, protected designs, registered designs, design rights, utility models, trademarks, service marks, business secrets, know-how, database rights, personal rights, company or business names, domain names and other rights of a similar type, in any country or jurisdiction, including all registrations, applications for registration, rights to apply for registration and licenses for or relating to such rights.

"Limited Role Guest User"¹ means a Circuit User account that has limited capabilities, e.g. it has no access to "open" Conversations. It is added to your Circuit Tenancy by your Circuit Tenancy Administrator. The Limited Role Guest User and his User Content are visible and searchable within your Circuit Tenancy. A Limited Role Guest Users does count against the number of Circuit User accounts you subscribed to.

"Open Source Software" or "OSS" means a computer program which is, in principle, available at no costs. which is licensed under an Open Source License and that is available either (a) in source code form only, or (b) in (executable) object code form and the source code is delivered together with the executable code.

"Open Source License" or "OSS License" means license terms to a computer program that give the user, beyond the right to use without license fee or royalty, rights of use which are usually reserved usually for the owner of the copyright to the computer program, for example the right to analyze the computer program as desired, to edit it, to merge it with other computer programs or to derive their own computer programs thereof and to distribute the results thereof (for the purposes of this provision, collectively referred to as "Work"). In turn, such license terms require that at least one of the following conditions is met: (a) the source code or design information regarding the Work must be made available; (b) the right to create derivative works regarding the Work must be granted; (c) a royalty-free license to any third party to use the intellectual property rights of the party embodied in the Work or (d) to identify the owner of the copyright to the unmodified Open Source Software. Open Source Licenses are, by example and without limitation, any version of the GNU General Public License (GPL) or the GNU Lesser General Public License (LGPL) or the Affero General Public License (AGPL) or similar open-source licenses, "free" licenses, and the general licenses to these as "public domain".

¹ This functionality will be added in a later release of Circuit.

“Party” refers to either you or us, and “Parties” to you and us, collectively.

“Personal Data” means individual elements of information concerning the personal or material circumstances of an identified or identifiable natural person, as defined by Applicable Law.

“Product and Service Description” or “PSD” means the description of Circuit and the services associated with it. Some functions of Circuit and the associated services may only be available if you subscribe to an eligible service package. The PSD is an integral part of the Agreement.

“Professional Services” are individual, custom services rendered by us under terms negotiated separately from the Agreement. In the context of Circuit and depending on availability and technical feasibility, Professional Services might be used to pre-populate a large Circuit Tenancy, to establish interfaces between Circuit and other IT systems, or other consulting concerning the use of Circuit.

“Pricing and Payment Terms” or “PPT” is incorporated in this Agreement as [Annex - Pricing and Payment Terms \(PPT\)](#) and describes the prices and payment terms that are applicable to your use of Circuit.

“Publish” means any uploading, publishing, displaying, linking to or otherwise making available any User Content in Circuit.

“Regulator” means any public authority which has or from time to time may have supervisory or regulatory authority over us and/or Circuit in accordance with Applicable Laws over any aspect of the performance or fulfilment of any rights, entitlements or obligations related to Circuit.

“Resolution” - Measures taken to resolve an incident. Can also be a workaround.

“Service Level Agreement” or “SLA” is incorporated in this Agreement as [Annex - Service Level Agreement \(SLA\)](#) and describes, basically, the level of service that you can expect from Unify with regard to Circuit.

“Service Levels” means the service performance metrics with corresponding service level objectives for the provision of Circuit.

“Session Guest User”² is a temporary Circuit User who is invited to a meeting (e.g. telco, videoconference, screenshare, etc.) hosted inside a Conversation of your Circuit Tenancy. The Session Guest User only sees what is shared in the meeting. After the end of the meeting they will continue to have access to the content of the meeting for one (1) month. A Session Guest User does not count against the number of Circuit User accounts you subscribed to.

“Standard” means any technical specification that is distributed, published, or otherwise made available by any consortium, standards organization, special interest group, or like entity, for the purpose of widespread industry adoption.

“Service Day” means a day on which Unify provides a particular Circuit Support Service, such as the UHD. Service Days for different Circuit support Services may vary, depending on the relevant Circuit Support Service and the applicable Circuit Support Plan.

“Service Hours” means the times on a Service Day on which a particular Circuit Support Service such as the UHD is available. Service Times may vary, depending on the relevant Circuit Support Service and the applicable Circuit Support Plan.

“Standard” means any technical specification that is distributed, published, or otherwise made available by any consortium, standards organization, special interest group, or like entity, for the purpose of widespread industry adoption.

² This functionality will be added in a later release of Circuit.

“Support Data” means Usage Data that is collected when a Circuit User submits a support request, including information about the Circuit User’s hardware and software environment when the fault occurred, and other related details, such as contact or authentication information, chat session personalization, data resulting from diagnostics, system and registry data about software installations, hardware configurations, and error-tracking files or screenshots.

“Terms of Service” or “TOS” means the core terms and conditions under which we makes Circuit available. It is part of the Agreement.

“Third Party End User License Agreement” or “Third Party EULA” means a set of license terms and conditions from the vendor of a commercial third party component or a Freeware, whose acceptance is made a prerequisite by such vendor for granting the right to use the respective third party component or Freeware.

“Unify”, also referred to as “we”, means the Unify entity with whom you enter into the Agreement.

“Unify Partner” means a distributor, reseller, system-integrator, sales agent or other organization authorized by us to solicit customers for Circuit and to offer you subscriptions to Circuit. In general, a Unify Partner will arrange for a contract between you and us. A true reseller providing Circuit on their own account will indicate so in their terms and conditions.

“Usage Data” means statistical data, analytics, trends and usage information derived from each Circuit User’s use of Circuit. Usage Data includes, by example and without limitation, aggregated quantitative information about number of active users, IP-address from where the Circuit User logs in, activity of the Circuit User, used bandwidth, storage space or CPU capacity.

“User Account” means an account created by you within the Circuit administration console, usually for an Circuit User. Unless you give us other directions, we will keep the Circuit User Data related to that User Account for the term of your subscription.

“User Help Desk” or UHD is a special helpdesk service that provides dedicated support for Circuit.