

Effective as of 1st January 2023

Jabra Care End-Customer Terms and Conditions and Service Description

The Jabra Care Service is subject to the End-Customer Terms and Conditions that is entered into between End-Customer and Jabra as part of the End-Customer registration process, under which Jabra provides the Services and that references this Service Description. In case of any inconsistency between this Service Description and the End-Customer Terms and Conditions and the service description attached hereto, the End-Customer Terms and Conditions and the service description attached hereto shall prevail.

When purchasing the Jabra Care services from a Jabra Reseller (as defined below) the end-customer agrees that these General Terms and Conditions herein comprise the extent of Jabra's obligations and duties to that end-customer, and acknowledge the limitations contained herein.

1 DEFINITIONS

- 1.1 **"Affiliate"** means any entity, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with one of the Parties.
- 1.2 **"Business Day"** means any day except any Saturday, any Sunday, any day which is a recognized national holiday in the country Jabra or the End-Customer resides.
- 1.3 **"Business Hour"** means 08:00 EST to 17:00 EST on a Business Day.
- 1.4 **"Confidential Information"** means non-public information, that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party to the disclosing Party, and shall include, but not be limited to, technical information, formulations, processing and control information, technical reports, plans, specifications, designs, blueprints, drawings and notes relating thereto, business information including pricing, terms and any customer information, trade secrets, reports and all other written or documentary material relating to the Services or the use thereof and any and all other information relating to the Services or the use thereof. Confidential Information shall include all media which contain the information described above, including without limitation, written or printed documents and electronic media, but shall not include (i) information which is or becomes generally known or available through no act or failure to act by the receiving Party; (ii) is already known by the receiving Party as evidenced by its written records, (iii) is rightfully furnished to the receiving Party by a third party without restriction or disclosure; or (iv) is independently developed by the receiving Party without reference to Confidential Information.
- 1.5 **"Control"** means the ownership, directly or indirectly, in the aggregate of more than fifty percent (50%) of the issued share capital or similar right of ownership, or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise, and the terms **"Controlling"** and **"Controlled"** shall have meanings correlative thereto.
- 1.6 **"Date Code"** means a date printed on a Product indicating when it was manufactured which may be either numeric or alphanumeric in nature.
- 1.7 **"End-Customer"** means the end customer as specified in the Registration Form, who purchases the Products and Services from a Reseller for its internal use and who is the final user of the Products.
- 1.8 **"End-User"** means the employees, agents or consultants working under the direct supervision and control of the End-Customer or its Affiliates, who use the Products for the purposes of their employment or consultancy work for End-Customer or its Affiliates and who may benefit from some of the Services.
- 1.9 **"Feedback"** suggestions, ideas, improvements, additions, enhancement requests, modifications, or other information on End-Customer use of the Service suggested by End-Customer or its End-Users.
- 1.10 **"Incident"** means a specific, discrete issue with a Product or Jabra Software whose origin can be isolated to a single cause.
- 1.11 **"Jabra"** shall mean the GN Audio A/S and its Affiliates.
- 1.12 **"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and rights in domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- 1.13 **"Jabra Direct Diagnostic Report"** means a report generated by the Jabra Software that provides additional diagnostic data about how the Jabra Software and the End-Customer's Products are functioning.

- 1.14 **“Jabra Software”** means any Jabra branded software or apps allowing for configuration or management of End-Customer’s Products, as well as new Jabra software as notified to End-Customer from time-to-time. This includes, but is not limited to, the *“Jabra Direct”* and *“Jabra Xpress”* software.
- 1.15 **“Model Name”** means the official Jabra branded name for a product (e.g. Jabra Engage 75 Stereo).
- 1.16 **“Parties”** means both End-Customer as identified in the Registration Form and Jabra.
- 1.17 **“Party”** means either End-Customer as identified in the Registration Form and Jabra.
- 1.18 **“Portal”** means the online Jabra Care support Portal, through which Jabra may provide End-Customer access to tools, documents, and communications related to the Services.
- 1.19 **“Products”** means Jabra’s current Jabra branded enterprise hardware products intended for corporate use. Specifically excluded from Products is any Jabra consumer hardware products including, but not limited to, the “Elite” series, any Jabra Software, SteelSeries products.
- 1.20 **“Product Support Related Information”** means information related to the creation of a Ticket. This may include, but is not limited to, the following information: End-User name, End-User phone and corporate email address, End-User location, Model Name, SKU, Serial Number and Date Code, clear description of the issue that the End-User is facing, issue frequency, number of Products deployed by End-Customer or its Affiliates, and number of impacted End-Users (if applicable/available), phone system used with the Product (i.e. softphone, hard-phone, cell phone), Products used and applicable firmware version (if applicable), computer make model and OS version/service pack (if applicable/available), Jabra Direct Diagnostic Report (if applicable/available), if an audio or video related issue, a recording of the issue (if possible).
- 1.21 **“Purchase Agreement”** means the purchase agreement between the Reseller and the End-Customer for the purchase of the Products.
- 1.22 **“Registration Form”** shall mean the written standard registration form, which End-Customer must fill out, sign and submit to Jabra and which Jabra must approve prior to the commencement of the Services. The Registration Form is available here: <https://www.jabra.com/services/jabra-care/reseller-registration>
- 1.23 **“Reseller”** means a reseller or distributor that is authorized to resell the Products and Services.
- 1.24 **“Serial Number”** means a unique identifier assigned to a Product to uniquely identify it and verify the in-warranty term of the Product. Serial numbers are both numeric and alphanumeric in nature and are used for identification and warranty verification purposes.
- 1.25 **“Services”** shall mean the support services as described in the benefit description of the Service Description attached to the General Terms and Conditions.
- 1.26 **“SKU”** means the Jabra stock keeping unit number or bar code used to uniquely identify a Product model that is physically printed on the Product and Product box.
- 1.27 **“T&Cs”** means these General Terms and Conditions for Jabra Care including all attachments.
- 1.28 **“Technical Consultant”** shall mean an experienced support agent that works with organizations to help them better understand and use the Products and Software to achieve their business objectives.
- 1.29 **“Ticket”** means an enquiry by End-Customer submitted to, received by, and electronically logged by Jabra.
- 1.30 **“Service Description”** means the description of the services and service levels attached hereto.
- 1.31 **“Subscription Term”** means the term of the Jabra Care Service, which is one (1) year from the commencement date of the Services.

2 INTERPRETATION

2.1 Any words following the terms: including, include, in particular, for example, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

2.2 A reference to writing or written includes email.

3 THE SERVICES

3.1 Jabra is offering and providing the Services to ensure a better utilization of Jabra's Products and the Jabra Software by End-Customer and its End-Users as well as enhanced and faster Product support as further described in the Service Description.

3.2 The Services are exclusively offered for the Products and Jabra Software. Any support related to products not in scope as Products under these T&Cs will be redirected to the appropriate consumer support queues for assistance. For avoidance of doubt, any support related to consumer products or SteelSeries products shall not be covered by these T&Cs and shall not be subject to the service levels set out in the Service Description.

3.3 All Services are provided in English. Live translation services for Spanish, French, German, Italian and Chinese are available on-demand. Other languages may also be available on demand. End-Customers may request more information from the Jabra Care support team to utilize the translation services. Availability and timing on translation services are dependent upon local translation support availability, and Jabra makes no warranties, representations or covenants for the translation services, including, in relation to the availability or the quality of such translation services.

3.4 Tickets are generated whenever an End-Customer either: (i) submits an enquiry on the Portal, (ii) calls the Jabra Care support hotline, or (iii) requests a video-consultation through the Portal.

3.5 End-Customer may only use the Services for its own or its Affiliates benefit and End-Customer may not use or distribute the Services for the benefit of any third party (excluding its Affiliates) or enable a third party to use the Services. End-Customer will take reasonable measures to prevent the unauthorized distribution and use of the Services.

3.6 The Parties agree that End-Customer may enable the Services to be used by consultants working under the direct supervision and control of the End-Customer or its Affiliates, provided (i) End-Customer is responsible for the consultants work equipment, and (ii) the consultants are supporting End-Customer in its day-to-day business and utilizing the Products for such purposes. End-Customer must always ensure that such consultants comply with the terms of these T&Cs. End-Customer is liable to Jabra for all acts and omissions in breach of these T&Cs by such consultants, as if had the act or omission been committed by End-Customer.

3.7 Any subcontractors or other third-party providers must sign up to the Services by entering into their own agreement for the provision of the Services and End-Customer may not enable third party providers to use the Services on End-Customer's behalf, unless specifically provided for in Section 3.6 of these T&Cs.

3.8 Jabra is obligated to provide the Services in the form and version delivered at the time of signing the Registration Form during the Subscription Term, unless terminated earlier. Jabra will operate and maintain the

Services using commercially reasonable efforts and may at its sole discretion make available new versions of the Services to End-Customer, when this is in the interest of Jabra. Any updated or new version of the Services may be subject to a price change.

4 TERM AND TERMINATION

4.1 These T&Cs shall apply to each Subscription Term entered into by the End-Customer in accordance with a Purchase Agreement.

4.2 These T&Cs shall automatically expire at the end of the Subscription Period. If End-Customer wants to continue the Services, End-Customer will have to repurchase the Services and follow the registration process again.

4.3 Jabra or End-Customer may with immediate written notice terminate these T&Cs, suspend or stop the delivery of the Services in the event of:

4.3.1 Material breach of these T&Cs by End-Customer, its Affiliates or its End-Users and the breach is not cured within ten (10) Business Days of written notification from Jabra to remedy the breach or the breach is by nature incurable;

4.3.2 Any unauthorized distribution of the Services to third parties;

4.3.3 End-Customer fails to cure a breach of these T&Cs if after Jabra have provided End-Customer no less than thirty (30) days' prior written notice; or

4.3.4 Fraud or material misrepresentation by End-Customer or the End-Users.

4.4 End-Customer may with immediate written notice terminate for cause these T&Cs in the event of (i) fraud or material misrepresentation by Jabra, or (ii) material breach of these T&Cs by Jabra and the breach is not cured within ten (10) Business Days of written notification from Jabra to remedy the breach or the breach is by nature incurable.

4.5 Upon expiration or termination of the Agreement, those obligations which by their nature are intended to survive termination or expiration of these T&Cs shall so survive, this includes, Sections 1, 2, 4,6,2,8,10, 11,12, 13, 14, 15, 16, 17,18.

4.6 In the event the of termination of these T&Cs during the Subscription Term, End-Customer must direct their claim for refund of unused fees against the Reseller.

5 SUSPENSION AND UNAVAILABILITY OF SERVICES

5.1 Jabra does not guarantee, represent or warrant that the use of the Services shall be uninterrupted or error-free. End-Customer therefore accepts and understands that from time-to-time Jabra may suspend entirely or partially the Services, including, but not limited to, the following cases:

5.1.1 for the repair, maintenance, replacement or malfunction of the Jabra's facilities, or loss of communications;

5.1.2 for system upgrades or system maintenance;

5.1.3 in instances where the Services are disrupted due to power outages, equipment failures or user bottlenecks;

5.1.4 if Jabra is unable to provide the Services due to the termination of its contract(s) with service providers, or for comparable business reasons;

5.1.5 if Jabra determines such course of action would be necessary for management, operational, or technical reasons; or



5.1.6 upon occurrence of force majeure events, including, but not limited to those mentioned in Section 17.2

5.2 Jabra shall endeavor to provide reasonable prior notice to End-Customer in the event of suspension of the Services (including providing an estimate of the duration of suspension of the Services). However, End-Customer acknowledge that, in the event the Services are suspended due to reasons beyond the control of Jabra (e.g., system errors or failures), Jabra may provide notice after such suspension (and will do so as soon as possible).

6 ORDERING, FEES AND INVOICING

6.1 All orders will be placed by End-Customer with Reseller who will determine the pricing and payment terms associated with the Services. All orders are subject to acceptance by Jabra, and no obligation, including a purchase order, shall be binding on Jabra unless and until such order is accepted by Jabra, or, if earlier, Services are provided to End-Customer.

6.2 All fees and charges for the Services shall be paid by End-Customer to Reseller in accordance with the Purchase Agreement.

7 ACCESS

7.1 In the event that Services are provided at an End-Customer's or its Affiliate's site, End-Customer will ensure that Jabra or its authorized representative is granted access to the location and the Products at the arranged time and make available adequate working space (including heat, light, ventilation, electric current and outlets) at no charge to Jabra. End-Customer will secure a safe working environment sufficient for Jabra to perform the Services at an End-Customer's or its Affiliate's site.

7.2 End-Customer will be responsible for replacing, at End-Customer's own expense, any and all consumable items used in connection with the Products, including without limitation, bulbs and batteries.

7.3 Jabra strongly recommends that End-Customer install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture product, and that End-Customer regularly update and run such anti-virus program, especially in connection with the emergence of any new viruses and/or 'worms'. Repair or restoration of any Product damaged or 'infected' by viruses is not covered under these T&Cs.

8 USE RESTRICTIONS

8.1 The Services are not intended for use in connection with high-risk activities or functions, including, without limitation, the operation of nuclear facilities, aircraft navigation, communication systems, systems used to dispatch first responders, air traffic control services, life support systems or services, or other activities in which the failure of the Services quickly to attain a desired result could lead to death, personal injury, or severe physical or environmental damage.

9 END-CUSTOMER UNDERTAKINGS

9.1 Prior to commencement of the Subscription Term, End-Customer must register its purchase of the Services from Reseller using the Registration Form and following the instructions of Jabra. Jabra will notify End-

Customer when the registration and purchase of the Services has been accepted by Jabra and will notify the End-Customer of the start of the Subscription Term.

9.2 It is always End-Customer's own responsibility to ensure that it has the proper internet and telephone connections and that it pays all fees in establishing and maintaining, internet availability, email access and telephone communications with Jabra.

9.3 End-Customer will cooperate with Jabra when requesting the Services by providing information to Jabra necessary to assist in diagnosing and solving any technical issue.

9.4 End-Customer is responsible for any and all restoration or reconstruction of lost or altered files, data, or programs. End-Customer will be entirely responsible for maintaining and implementing sufficient data backup and disaster recovery plans. Jabra will in no event have a duty to back up End-Customer's files, data or programs or to restore files, data or programs that is lost in connection with Jabra's provision of Services, or otherwise. Jabra will in no event be liable for the loss, destruction or corruption of End-Customer's files, data, or programs whatever the reason for the loss, including without limitation as a result of Jabra's negligence.

9.5 End-Customer is solely responsible for any and all security of its confidential, proprietary or classified information. End-Customer will not disclose to Jabra any confidential, proprietary or any information that is subject to intellectual property rights, which may expose Jabra to liability.

10 SERVICE LIMITATIONS

10.1 Jabra, in its sole discretion, will determine what constitutes an Incident and if the Incident is resolved. Generally, an Incident is resolved when End-Customer receives one of the following: (a) information that resolves the problem; (b) information on how to obtain a software solution that will resolve the problem; (c) notice that the problem is caused by a known, unresolved issue or an incompatibility issue with a Product or Jabra Software; (d) information that identifies the problem as being resolved by upgrading to a newer release of the Jabra Software or firmware of the Product.

11 CONFIDENTIALITY

11.1 The receiving Party will only use Confidential Information of the disclosing Party for the purpose of performance of its obligations of these T&Cs, and will only disclose the Disclosing Party's Confidential Information to those employees and contractors of receiving Party or its Affiliates who have a need to know for purposes of performing these T&Cs and carrying out the Services, and only provided those persons are under a duty of confidentiality no less restrictive than the receiving Party's duty hereunder, if otherwise permitted in accordance with the terms of these T&Cs. The receiving Party will use the same standard of care, but not less than a reasonable standard of care, as it applied to its own Confidential Information to secure confidential treatment of such Confidential Information.

11.2 The Parties agree that a violation by either Party of any of its respective obligations of this section will cause irreparable injury to the disclosing Party, and the disclosing Party shall be entitled, in addition to any other rights and remedies it may have hereunder or according to law or in equity, to specific performance by the receiving Party of its obligations under such section



and to an injunction enjoining and restraining the receiving Party from doing or continuing to do any such act and any other violation or threatened violation thereof.

11.3 Each Party may disclose the other's Confidential Information to the extent such disclosure is (i) approved in advance, in writing by the disclosing Party, (ii) necessary for the receiving Party to enforce its rights under these T&Cs in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the receiving Party uses reasonable efforts, if permitted, to notify in writing the disclosing Party of such required disclosure promptly, and reasonably cooperates with the disclosing Party, at the disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 The End-Customer acknowledges that all Intellectual Property Rights in the Jabra Software, the Services and any maintenance releases or software updates belong and shall belong to the Jabra, and the End-Customer shall have no rights in or to the Jabra Software or the Services other than the right to use the Services in accordance with the terms of these T&Cs.

12.2 Jabra shall retain all right, title and interest in and to, and possession of, any know-how, technical information, specifications, documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of Jabra relating to Services performed under or in relation these T&Cs.

12.3 End-Customer hereby grants to Jabra a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into the Services and use the Feedback to improve the Services. Jabra acknowledges that any Feedback is provided "as is" without any representations or warranties.

13 PROCESSING OF PERSONAL DATA

13.1 End-Customer understands and accepts that it is necessary for Jabra to collect, process and use data (e.g. Product Support Related Information) provided by End-Customer in order for Jabra to perform the Services under these T&Cs. Please refer to the Jabra's privacy policy (www.jabra.com/footerpages/disclaimer).

14 DISCLAIMER OF WARRANTY

14.1 JABRA CANNOT GUARANTEE THAT A SUPPORT INCIDENT WILL BE RESOLVED OR THAT THE SERVICES WILL COMPLY WITH END-CUSTOMERS EXPECTATIONS. HOWEVER, JABRA WARRANTS THAT FOR SIXTY (60) DAYS FROM THE PERFORMANCE OF ANY SERVICES BY JABRA PURSUANT TO THESE T&Cs, THAT SUCH SERVICES SHALL BE PERFORMED WITH DUE DILIGENCE IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. END-CUSTOMER MUST REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO JABRA DURING THE ABOVE 60 DAY PERIOD, AND END-CUSTOMER'S EXCLUSIVE REMEDY AND JABRA'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE TO RE-PERFORM THE SERVICES, OR IF JABRA IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED,

END-CUSTOMER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO JABRA FOR THE NONCONFORMING SERVICES.

14.2 EXCEPT AS EXPRESSLY SET OUT IN THESE T&Cs JABRA DISCLAIMS ANY AND ALL WARRANTIES, COVENANTS, AND REPRESENTATIONS OR OTHER TERMS WHICH MIGHT HAVE EFFECT BETWEEN THE PARTIES OR BE IMPLIED OR INCORPORATED INTO THESE T&CS OR ANY COLLATERAL CONTRACT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, ARE HEREBY EXCLUDED, INCLUDING THE IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE OR THE USE OF REASONABLE SKILL AND CARE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

15 LIABILITY

15.1 NOTHING IN THESE T&CS LIMITS ANY LIABILITY THAT CANNOT LEGALLY BE LIMITED, INCLUDING BUT NOT LIMITED TO LIABILITY FOR, INCLUDING (A) WILLFULL MISCONDUCT (B) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; AND (C) FRAUD OR FRAUDULENT MISREPRESENTATION.

15.2 SUBJECT TO SECTION 15.1, THE TOTAL LIABILITY OF EITHER PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND WHETHER IN CONNECTION WITH THESE T&CS OR ANY COLLATERAL CONTRACT, SHALL IN NO CIRCUMSTANCES EXCEED A SUM EQUAL TO THE FEES PAID BY THE END-CUSTOMER FOR THE SERVICES IN THE PRECEDING TWELVE (12) MONTHS FROM THE DATE OF THE CLAIM.

15.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE) FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF PRODUCTION, LOSS OF PROFITS, LOSS OR CORRUPTION OF SOFTWARE DATA, OR INFORMATION, LOSS OF AGREEMENTS OR CONTRACTS, LOSS OF REVENUE, LOSS OF USE OF REVENUE, LOSS OF USE OF THE PRODUCTS, LOSS OF TIME OR INCONVENIENCE, LOSS OF ANTICIPATED SAVINGS, WHETHER OR NOT JABRA HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

16 EXPORT CONTROL

16.1 The Jabra shall have no liability to the End-Customer in the event that the Jabra is unable to provide the Jabra Software or the Services as a result of export control laws, including those of the United States, European Union or the United Kingdom or the export laws and regulations of any relevant country.

16.2 Neither Party is obliged by this Agreement to do any act or thing that would: (i) cause, or in the reasonably opinion of that Party, expose that Party or any of its Affiliates to be in breach of anti-corruption laws or sanctions and export controls, or (ii) have a material

adverse impact on the reputation of that Party or any of its Affiliates in light of then-current exceptional or political circumstances. In any such circumstances, the relevant Party must notify the other Party and the Parties must discuss in good faith any steps that may be taken to enable that act to be performed in a manner that complies with all applicable anti-corruption laws, sanctions and export controls and avoids a material adverse impact on the reputation of the Parties.

17 FORCE MAJEURE

17.1 The Parties shall be exempted from the performance of their obligations under these T&Cs to the extent such omission is caused by a circumstance which is beyond the control of the Parties and which prevents or considerably impedes the fulfilment in due time thereof force majeure.

17.2 Force majeure includes, but is not limited to, war, acts of war, terrorist actions, cyber-attacks, import or export bans, natural disasters, epidemics and pandemics, restrictions in the public communication, energy supply or failure or disruptions in data and telecommunication services, action or omission by a public authority, new or amended law, authority's decree or measurement, labour dispute, lockouts, boycott, blockades, fire or flooding, extensive loss or destruction of property or accidents of greater extent and fault or delay in products or services from sub-contractors caused by circumstances beyond the Party's control. The Parties shall, in the event of force majeure, use reasonable efforts to limit the effects thereof.

17.3 Should either Party be subject to force majeure, it shall immediately inform the other Party thereof.

17.4 If the force majeure in question prevails for a continuous period in excess of two (2) month, either Party shall be entitled to give notice in writing to the other Party to terminate this Agreement, specifying the termination date, which must not be less than fifteen (15) days after the date on which the notice to terminate is given. Once a notice to terminate due to force majeure has been validly given, this Agreement shall terminate on the termination date set out in such notice.

18 GENERAL PROVISIONS

18.1 **Amendments:** No change, modification or waiver of any of the terms and conditions of these T&Cs shall be deemed valid unless it is in writing and signed by the Party against whom such modification is sought to be enforced.

18.2 **Assignment and other dealings:** The Jabra may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these T&Cs. The End-Customer shall not assign, transfer, mortgage, charge, subcontract, delegate,

declare a trust over or deal in any other manner with any of its rights and obligations under these T&Cs.

18.3 **Waiver:** A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

18.4 **Severance:** If any provision of part-provision of these T&Cs is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these T&Cs, and Jabra shall be entitled to insert a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.5 **Notices:** Any notice given to a Party under or in connection with these T&Cs shall be in writing and shall be delivered by hand, pre-paid first-class post, fax to a its main fax number or main email address. Any notices to Jabra shall be send with a copy to legal@gn.com. This Section does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

18.6 **Third Party Rights:** A person who is not a Party to these T&Cs shall not have any rights under any term of these T&Cs.

18.7 **Entire Agreement:** These T&Cs and its attachments contain thole agreement between the Parties relating to the subject matter hereof and supersede all previous and contemporaneous agreements, arrangements and understandings between them, whether written or oral, relating to that subject matter.

18.8 **Governing Law:** These T&Cs, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of the State of Massachusetts (without reference to its choice of law rules) if End-Customer's principal place of business is located within the United States, Canada or Mexico and the law of Denmark (without reference to its choice of law rules) if End-Customer's principal place of business is located anywhere else in the world.

18.9 **Jurisdiction:** Each Party irrevocably agrees that the courts of Boston, Massachusetts if End-Customer's principal place of business is located within the United States, Canada or Mexico and the courts of Copenhagen, Denmark if End-Customer's principal place of business is located anywhere else in the world shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the T&Cs or its subject matter or formation.



Service Description Jabra Care

This Service Description is subject to the T&Cs that is entered into between End-Customer and Jabra, under which Jabra provides the Services and that references this Service Description. Capitalized terms not defined in this Service Description shall have the meaning given to them in the Section 1 of the T&Cs.

1. Support Access Services

1.1 Extended Opening Hours

1.1.1 Benefit Description: Extended phone and written support hours outside of normal opening hours.

1.1.2 Service Levels:

- **Advanced:** 24/5 phone and written support globally. Support opens at 18:00 EST Sunday and is continuously available through Friday 20:00 EST.
- **Ultimate:** 24/7 phone and written support globally.

1.1.3 Additional Terms:

- a) Jabra Care support will be closed on the following recognized holidays:
 - i. Christmas Holiday (December 24th, 25th, and 26th)
 - ii. New Year (December 31st and January 1st)

1.2 Answering times on phone support

1.2.1 Benefit Description: The average wait time for an End-User once they enter our phone support queue.

1.2.2 Service Levels:

- **Advanced:** Average of 75% of calls will be answered within 2 minutes, measured on a quarterly basis
- **Ultimate:** Average of 75% of calls will be answered within 1 minute, measured on a quarterly basis

1.3 Scheduled Video Consultation

1.3.1 Benefit Description: A personalized video support experience to assist End-Users with more complex issues in an easier and more visible way.

1.3.2 Service Levels:

- **Advanced:** Not included in the Advanced subscription.
- **Ultimate:** Video-consultations are available upon submission of a Ticket through the scheduling feature on the Portal.

1.3.3 Additional Terms:

- a) End-Users can schedule a video-consultation with a Jabra Care support agent through the Portal. All video-consultations require a minimum 1 Business Day lead time for scheduling purposes.
 - i. There are a limited number of available video-consultation slots per day – when scheduling video-consultations.
- b) Video consultations availability is limited to standard Business Days.
- c) Video consultations are scheduled to last 55 minutes per session.
- d) Video-consultations are intended for smaller and less difficult issues and are therefore not available if the Ticket has been escalated to higher levels of support.
- e) Depending on the scope of the request, the Jabra Support team reserves the right to limit the scope of the video-consultation in association with our standards and support capabilities.
- f) All video-consultation will be hosted on Microsoft Teams by the Jabra Care support agent.
- g) Jabra Care support agents will always be the host of the video-consultation sessions.
- h) If the End-User who scheduled the video-call does not arrive within the first 15 minutes of the session, the Jabra Care support agent reserves the right to cancel the video-consultation and advise the End-User to reschedule.
- i) If a video-consultation is cancelled with less than 1 Business Day in advance, the original 1 Business Day lead-time for rescheduling will be applicable on the rescheduled call.
- j) Except for Product Support Related Information any information discussed or visible during the support video-call is not being stored, recorded, or re-used for any purpose by Jabra.
- k) End-User recording of video-calls is not permitted without explicit written permission of Jabra Care support management.

1.4 Written First Response Time

1.4.1 Benefit Description: Enhanced first response times to Tickets submitted by End-Customer.

1.4.2 Service Level:

- **Advanced:** Average of 85% of Tickets submitted will see their first response within a 4 Business Hour time window for Level 1 Tickets.
- **Ultimate:** Average of 85% of Tickets submitted will see their first response within a 2 Business Hour time window for Level 1 Tickets.



1.4.3 Additional Terms:

- a) The above service levels are only applicable when Tickets are submitted correctly through the Portal and the End-User has identified themselves utilizing their corporate email address and phone number.

1.5 Technical Problem Escalation

1.5.1 Benefit Description: Faster Ticket escalation to higher levels of support when deemed necessary by the Jabra Care support agent. Ticket escalation is required when more advanced troubleshooting from a specialized team is necessary and can include but is not limited to: issue reproduction in a lab, sample collection, etc.

1.5.2 Service Level:

- **Advanced:** 100% of Tickets requiring escalation will be escalated within a maximum of 1 Business Day.
- **Ultimate:** 100% of Tickets requiring escalation will be escalated within a maximum of 1 Business Hour.

1.5.3 Additional Terms:

- a) To be escalated to a higher level of support the Ticket must go through the appropriate technical troubleshooting process for the given problem.
- b) Tickets that have been escalated to higher levels of support will not be subject to the Advanced or Ultimate service levels for other Jabra Care benefits.
- c) The End-User must provide all Product Support Related Information which the Jabra Care support agent deems necessary for an escalation.

1.6 Dedicated Support Team

1.6.1 Benefit Description: A group of dedicated support agents who are assigned top-level priority to the Tickets of the End-Customers subscribing to the Ultimate subscription. These Jabra Care support agents will be committed to see and answer Tickets promptly for the End-Customers subscribing to the Ultimate subscription.

- **Advanced:** Not included the Advanced subscription.
- **Ultimate:** Included in the Ultimate subscription.

1.6.2 Additional Terms:

- a) The dedicated Jabra Care support team is available to the entirety of the Ultimate customer base, not specific to specific individual End-Customers.
- b) Dedicated Jabra Care support agents will not be required to provide their direct email address, phone number, or any other direct contact information.

2. Support Management Services

2.1 Jabra Software Update and Upgrade Management Assistance

2.1.1 Benefit Description: Personalized guidance from a Technical Consultant on best practices for Jabra Software updates, firmware updates, and upgrade management of the Products used by End-Customer.

- **Advanced and Ultimate:**
 - Personalized 1-on-1 meetings by request through the Portal with experienced Technical Consultants of Jabra, with the purpose of discussing and determining best practices when it comes to managing firmware and settings of End-Customer's Products.
 - In-depth Jabra Software overviews and discussions on details of firmware updates/versions available for all Products and implementation plans on an organizational level.
 - If desired and acceptable by the End-Customer, the Technical Consultants may be granted access (as a read only user) to the End-Customer Jabra Software account for a more hands-on experience with regards to End-Customer's Product configuration and firmware updates of Products
 - If granted access and the End-Customer no longer wishes to allow Jabra this access, Jabra's login details may be removed with 1 Business Day notice provided to Jabra informing us of the change
 - Removal of access can be done at any time at End-Customer's sole discretion
 - Any/all data within the End-Customer Jabra Software account will not be saved or reproduced without explicit agreement with the End-Customer
 - There must be written approval if export/use of this data other than described above is requested

1.6.2 Additional Terms:

- a) Jabra Software Update and Upgrade Management Assistance is limited to only support and guidance on use and installation of Jabra Software and does not include the actual installation, configuration or active changes of the Jabra Software or firmware or any services in relation to other software.
- b) Jabra Software Update and Upgrade Management Assistance services is limited to a maximum of 30 hours per Subscription Term.



- c) Unused Jabra Software Update and Upgrade Management Assistance services cannot be carried over to the following subscription terms (if Jabra Care is repurchased), nor will there be any reimbursements for unused Jabra Software Update and Upgrade Management Assistance services.

2.2 Support Utilization and Performance Report

2.2.1 Benefit Description: Jabra will produce a report to provide transparency and visibility on the efficiency of the specific Jabra Care plan chosen by the End-Customer (Advanced or Ultimate).

2.2.2 Service Level:

- **Advanced:** Will receive quarterly utilization and performance reports. Reports will be provided within 1 month after end of quarter.
- **Ultimate:** Will receive quarterly utilization and performance reports. Reports will be provided within 1 month after end of quarter.

2.2.3 Additional Terms:

- a) The support utilization and performance report will cover the following Jabra Care support metrics:
 - i. Phone: answer speed service level;
 - ii. Email: service level first response time;
 - iii. Total monthly volume year to date of support contacts (phone and email);
 - iv. Product challenges reported by symptom.

2.3 Support Review Meetings

2.3.1 Benefit Description: Meetings with relevant Jabra staff to review the details of the Support Utilization and Performance Report.

2.3.2 Service Level:

- **Advanced:** Will be eligible to receive quarterly support review meetings.
- **Ultimate:** Will be eligible to receive quarterly support review meetings.

2.3.3 Additional Terms:

- a) Support review meetings are available at the request of the End-Customer and will be used to cover the following:
 - i. Quarterly Support Utilization and Performance Report(s);
 - ii. Future purchases/potential implementation of different Products; and
 - iii. Answer high-level End-User questions.
- b) Support review meetings are not to be used for troubleshooting of Products and/or Jabra Software.
- c) Any unused Support Review Meetings cannot be carried over or transferred to the following Subscription Terms (if Jabra Care is repurchased), nor will there be any reimbursements for unused review meetings.

2.4 Online Training Events

2.4.1 Benefit Description: Training events to be utilized for the benefit of End-Customers both in the office and at home (if permitted and agreed with the End-User).

2.4.2 Service Level:

- **Advanced:** Up-to 10 training events for End-Customers either at home or in the office per Subscription Term.
- **Ultimate:** Up-to 20 training events for End-Customers either at home or in the office per Subscription Term.

2.4.3 Additional Terms:

- a) Online training events can cover, but are not limited to:
 - i. Product training, installation, and best practices;
 - ii. Work from home best practices;
 - iii. Jabra Software;
 - Jabra Direct
 - Jabra Xpress
 - Engage.AI
 - iv. General Product optimization; and
 - v. End-Customer requested topics (pending review and approval of Jabra).
- b) Topics not listed above will require agreement with Jabra prior to commitment/fulfillment of training.
- c) Online training events will be scheduled into 1-hour sessions.
- d) To schedule an online training event, please do so through the Portal.
- e) There will be a reasonable lead time for setting up a training event (normally two (2) weeks after Jabra and End-Customer has agreed on the scope of the training).
- f) Unused training events cannot be carried over to the following subscription terms (if Jabra Care is repurchased), nor will there be any reimbursements for unused training sessions.

3. Product Replacement Services

3.1 Replacement of in-warranty Products

3.1.1 Benefit Description: End-Customers will see faster handling, processing and delivery of Products needing to be replaced under Jabra's standard product warranty covering the Products. When End-Customer needs a Product replacement of a Product under warranty, a replacement Product will be shipped – free of charge – to the End-Customer within the timelines set out in section 3.1.2 below.

3.1.2 Service Level:

- **Advanced:** Replacement requests processed within 24 Business Hours and shipped utilizing standard shipping.
 - Please note, shipping times may vary per country.
- **Ultimate:** Replacements requests receive same day processing and express shipment so long as requests are submitted before 12:00pm (CET, EST, GMT+8 for HK) local time for the Jabra entity processing the replacement. Please note, shipping times may vary per country.

3.1.2 Additional Terms:

- a) Except as set out in this Service Description, standard regional Jabra product warranty and replacement terms apply. Please find the Jabra warranty terms on www.jabra.com (remember to select the right location).
- b) Jabra reserves the right to request return of defective Products under certain circumstances including, but not limited to:
 - i. If the Product is considered a high-value Product by Jabra
 - ii. Quality assurance/control;
 - iii. Fraud suspicion; and
 - iv. Health and safety cases
- c) Products covered by Jabra's extended warranty are explicitly excluded from the Product Replacement Services set out in this Section 3 of the Service Description.
- d) Product replacement service level guidelines do not apply to Products with Tickets that have been escalated to higher levels of support.
- e) Product Replacement Services are only available to End-Customer and its Affiliates in certain jurisdictions. Please see an **exhaustive list** of countries where Product Replacement Services are available to End-Customer and its Affiliates below.
- f) Product Replacement Services are dependent on third party carriers and sub-suppliers. End-Customer acknowledge and agree that in no event shall Jabra be liable for shipment delays and other carrier issues outside Jabra's reasonable control.
- g) Any Product replacement Tickets, submitted by an Ultimate subscriber received past 12:00 (pm) local time where the Jabra entity is located, will be processed the following Business Day. The Jabra entities processing the replacements are the following per region:
 - NA: Memphis, TN – 12:00 pm CST
 - EMEA: Venlo, Netherlands – 12:00 pm CEST
 - APAC: Hong Kong – 12:00 pm HKT
- h) If End-Customer and its Affiliates reside or the Products are physically located in a country not covered by the Product Replacement Service, Jabra standard product replacement terms for that country/region applies.
- i) List of countries covered by the Product Replacement benefit:

EMEA			NA	APAC
Austria	France	Luxembourg	Canada	Australia
Belgium	Germany	Malta	United States	China
Bulgaria	Gibraltar	Monaco		Hong Kong
Channel Islands	Greece	Netherlands		Japan
Croatia	Hungary	Norway		Singapore
Cyprus	Ireland	Poland		New Zealand
Czech Republic	Isle of Man	Portugal		
Denmark (incl. Greenland)	Italy	Romania		
Estonia	Latvia	Slovakia		
Finland	Lithuania	Slovenia		

- j) The service levels specified in this Section 3 of the Service Description, shall not apply if (i) Products are out of stock or not available at Jabra's warehouse (ii) in the event of a force majeure event cf. Section 17.2 of the General Terms and Conditions for Jabra Care.