

PRODUCT SCHEDULE

NEC UNIVERGE BLUE® ENGAGE Hosted Contact Centre Service

This Product Schedule (this “**Schedule**”) between NEC Australia Pty Ltd or the reseller of Services from which the applicable Service has been purchased (“**Company**”) and the customer entity purchasing any of the Services (as defined below) (“**You**”) is effective immediately upon Your initial use, order or purchase of the Services and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement (the “**MSA**”) by and between Company and You.

By ordering the Services, selecting “I Accept and Continue” in Your Account (as defined below), or using the Services, You accept this Schedule and agree to be bound by all of the terms and conditions of (i) the MSA; and (ii) this Schedule.

This Schedule includes the terms and conditions governing Company’s Hosted Contact Centre service and certain product and management features or advanced features which may be offered at additional costs, and which Company, in its sole discretion, may add, modify, or delete from time to time.

Company’s Hosted Contact Centre service is not a telephony service. If a customer requires a telephony service, it must purchase the NEC Univerge Blue Connect service when using the ‘Core’ service as further described in clause 3.3. For the “Advanced” and “Complete” service options, the Customer may purchase a telephony service from a third party. Note that Your acceptance of the MSA also constitutes Your acceptance of this Schedule, as well as the Product Schedules for any other Company Services You purchase. Your acceptance of such terms is a necessary precondition before You can receive the Services described by this Schedule.

All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. **In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, this Schedule shall supersede and govern; provided, however, that, notwithstanding the foregoing, any sections specifically indicated herein as being in priority to the MSA shall supersede the MSA regardless of whether there is an actual or apparent conflict or inconsistency with the terms set forth in the MSA.**

Definitions. For the purposes of this Schedule, the following definitions apply:

“Access Information” means information that, alone or together with other information, can provide access to any portion of Your Account, including but not limited to Your Account number, login names, passwords, credit card or other financial information, security questions and their respective answers, and any other similar information. For the avoidance of doubt, Your Access Information will include any similar information for each of Your Contact Centre Agents.

“Account” means the account created with Company in connection with this Schedule that relates to Your purchase or subscription to and use of Services by You and Your Contact Centre Agents.

“Company Parties” means Company’s officers, employees, agents and representatives; Company’s affiliates (including parents and subsidiaries), vendors, licensors and partners; and their respective officers, employees, agents and representatives.

“Consumer” means a consumer as defined by section 3 of the Australian Consumer Law;

“Consumer Contract” means a contract for the acquisition of goods or services as a ‘consumer’ as that term is defined in section 3 of the Australian Consumer Law;

“Contact Centre Agent” means any of Your employees, consultants or independent contractors to whom You grant permission to access the Services in accordance with Company’s entitlement procedures.

“Contact Centre Agent License” means the type of license(s) (concurrent licenses in the case of the ADVANCED and COMPLETE versions of Company’s Hosted Contact Centre service; dedicated licenses (i.e., licenses assigned to specific users) in the case of the CORE version of Company’s Hosted Contact Centre service) purchased to authorize Contact Centre Agents to log in to the Contact Centre as a Service (CCaaS) agent software and to use the Services included with such license.

“Content” means the audio and visual information, documents, software, products and services contained or made available in the course of using the Services.

“Data” means any data, information, reports, logos, brands and brand identification, trade names, trademarks, domain names, service marks, graphics or material provided or submitted by You to Company in the course of using the Services. It also includes any call recordings generated through expected use of the Services.

“Documentation” means the specifications and operating manuals of the Services and other printed materials that may be provided to You.

“Platform” means the equipment, operating system, servers and network environment on and with which the Services are hosted by Company and additions or replacements to the foregoing which may be determined by Company from time to time.

“Services,” as used in this Schedule, means the Company Hosted Contact Centre suite of products.

“Use” means to utilize, run, store, operate or display the Services.

1 Use and Restrictions.

1.1 Use of the Services. You shall not (i) license, sub-license, sell, rent, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or Content in any way (other than as necessary in connection with permitted resales of the Services under Company’s reseller program); (ii) modify or make derivative works based upon the Services or Content; (iii) obscure, remove or alter any of the trademarks, trade names, logos, patent or copyright notices or marking to the Services, nor add any other notices or markings to the Services or any portion thereof; (iv) access the Services (a) for benchmarking or competitive purposes (including without limitation building competitive products or services), (b) in order to build a product using similar ideas, features, functions or graphics of the Services, or (c) in order to copy any ideas, features, functions or graphics of the Services; or (v) reverse engineer the Services. You may not access the Services for purposes of monitoring their performance, availability, or functionality, or for any other benchmarking or competitive purposes, without Company’s prior written consent. You may not access the Services if You are a direct competitor of Company, without Company’s prior written consent pursuant to a separate written agreement.

1.2 On-Site Requirements. You are responsible for all aspects of Your working environment and of the access connectivity (Internet connectivity and local area network) they provide with respect to any quality of service issues to which they may contribute. Should You encounter material quality of service issues with Your Service which are not related to Your working environment or to the access connectivity provided by You, but rather are attributable to the network or software provided by Company, then Company will use commercially reasonable efforts to remedy those issues within thirty (30) days of their being reported to Company by You. Should Company fail to achieve a remedy within thirty (30) days, then You will be free to discontinue Service without liability for early termination fees. Should reported quality of service issues be determined to be a result of Your provided access connectivity or of Your working environment, then Company will use commercially reasonable efforts to provide appropriate information to support that diagnosis and may provide recommendations as to its repair; however, You will remain responsible for its repair and will be held to the contracted commitments as executed.

1.3 Interruptions. Access to Company’s Platform and the Services may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Company will not be liable if the Services are unavailable to You due to circumstances beyond the control of

Company, including without limitation equipment malfunctions or human errors (the “**Interruptions**”). Without limiting the foregoing, Company shall not be liable for any Interruption caused by (a) the failure of any service or facilities provided by You or any party other than Company (including without limitation any telecommunications carrier or Internet service provider); (b) the negligence or willful act or omission of You or Your employees, agents or others for whom You are legally responsible by law; or (c) any improper use of the Services by You or any of Your Contact Centre Agents.

1.4 Security of Access Information. You are responsible for maintaining the confidentiality of any Access Information used to access the Services and/or Platform. You shall notify Company immediately of any unauthorized use of any Access Information or Company account or any other known or suspected breach of security.

1.5 Rights to Use Data. You represent that You have, and will at all times during Your use of the Services continue to have, the right to provide Your Data to Company, including, but not limited to, obtaining applicable consents from identifiable individuals, in connection with using the Services pursuant to this Schedule.

1.6 Breach of this Schedule. A breach of Your obligations or commitments under this Schedule constitutes a material breach of the MSA.

2 **Fees, Billing, Taxes and Charges**

2.1 Fees. The fees initially charged upon ordering the Service will be effective for the Initial Term and each Renewal Term of this Schedule, provided that, unless otherwise provided in a written agreement between You and Company, Company will have the right to increase these fees at any time upon notice to You. If You do not agree with such fee increase, You will have the right to terminate this Schedule and the applicable Service immediately upon notice, provided that such notice of termination must be received within thirty (30) calendar days of date of notice of the fee increase. All payments shall be in Australian Dollars (AUD) You will pay all non-recurring and recurring fees, regulatory cost recovery fees, surcharges, assessments and taxes billed to Your Account. Fees are non-refundable. Company may charge a reactivation fee to renew Service for Accounts that have been suspended for non-payment or terminated by You.

2.2 Advance Payment and Deposits. Activation and monthly recurring charges are billed in advance. Usage and long distance charges are billed in arrears. Recurring charges commence accruing at the time the Services are provisioned by Company. Payment of all charges is due fifteen (15) days from the date of the invoice (the “**Due Date**”) unless You have selected to automatically pay by credit card in which case charges will be automatically applied to the credit card associated with Your Account(s). or all charges by either: (a) more than fifteen (15) days past the Due Date on one (1) occasion, or (b) more than ten (10) days past the Due Date on two (2) occasions within any twelve (12) month period, then You will be, upon receipt of written request from Company, required to pay a billing deposit (“**Billing Deposit**”), of an amount equal to twice Your average monthly bill for Services for the preceding three (3) month period. If You fail to pay the Billing Deposit within ten (10) days of receipt of the request to do so, then Company may, in its sole discretion and in addition to any other remedies available to Company, suspend or terminate all Services provided to You and maintain the Services in a suspended status until such time that You have paid all amounts then due, including the Billing Deposit. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, Company may make reasonable pro-rations to recurring charges.

2.3 Taxes. You will be responsible for all applicable federal, state, sales, or other taxes, fees or charges, including fees collected by federal and state regulatory agencies, now in force or enacted in the future, that arise from or as a result of Your subscription, use, and/or payment for the Services. Such amounts are in addition to payment for the Services and will be billed to You as set forth in this Agreement. If You are exempt from payment of such taxes, You must provide Company with an original certificate that satisfies applicable legal requirements attesting to Your tax-exempt status. Tax exemption will only apply from and after the date Company receives such certificate.

3 **Use of the Services.**

3.1 Business Use. You will use the Services for Your own internal business, non-personal use. You will not allow any third party, including Your vendors and service providers, to access or use the Services (provided that this limitation does not apply to business process outsourcing (BPO) functionality that allows for a third party to log in to a web application as an external user solely to perform, for You and as Your representative, Contact Centre Agent activities or monitoring activities with respect to the Services). For the avoidance of doubt, You agree that You will not use the Services for residential purposes.

3.2 Restricted Activities. You will not use the Services: (a) to harvest, collect, gather or assemble information or data regarding other users, including telephone numbers or e-mail addresses, without their consent; (b) for communications that are unlawful, harassing, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive of privacy, vulgar, pornographic, obscene or otherwise objectionable in any way or that are harmful to minors in any way under the law or otherwise; (c) to transmit or knowingly to accept any material or communications that may infringe the intellectual property rights or other rights of third parties, including, but not limited to, trademark, copyright, patent or right of publicity; (d) to transmit or knowingly to accept any material or communication that contains software viruses or other harmful or deleterious computer codes, files or programs such as, but not limited to, Trojan horses, worms, time bombs or cancelbots; (e) to interfere with, disrupt, attempt to interfere with or disrupt computer servers or networks connected to the Services or violate the regulations, policies or procedures of such networks; (f) to attempt to gain unauthorized access to or to gain access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means; (g) to harass or to interfere with another user's use and enjoyment of the Services; (h) unlawfully record conversations in violation of applicable law; (i) to make calls that are not between individuals (e.g., automated calls are not permitted); or (j) in a manner deemed by Company to be inappropriate.

3.3 Service Integration with Company's Unified Communications Service. Customers purchasing the Core version of Company's Hosted Contact Centre service are required to also purchase Company's unified communications service as the Core version does not function with other providers' unified communications services.

3.4 No Resale. Services are for Your use and not third parties, and You are prohibited from intermingling traffic. You acknowledge and agree that (a) in order to resell the Services, You must enter into a separate written agreement with Company providing for such resale rights and (b) reselling the Services may require regulatory approvals. Without such an agreement in place with Company, You shall not resell the Services, and doing so constitutes a material breach of the MSA which will result in immediate termination of this Schedule and the Services.

3.5 Applicable Law; Regulatory Matters.

a. Applicable Law. You acknowledge and agree that access to and use of the Services may be restricted or limited as a result of Applicable Laws and that You will not use, or allow the use of the Services, in contravention of, and will comply with, any Applicable Law. You represent that (i) You and Your Contact Centre Agents are not named on any Governmental Authority list of persons or entities prohibited from receiving exports, and (ii) You will not permit Contact Centre Agents to access or use Services in violation of any export embargo, prohibition or restriction. You acknowledge and agree that that it is Your sole responsibility to use the Service in a lawful manner.

b. Regulatory Matters. **Notwithstanding any other provision of this Schedule or the MSA, this Schedule is subject to change, modification, or cancellation, with or without prior notice, as may be required or reasonably deemed necessary by Company pursuant to any Applicable Law, including any order, rule or decision of a Governmental Authority.** All taxes, regulatory fees, surcharges, assessments or other charges imposed by any Governmental Authority on You or Company are in addition to the fees and charges of Company and are the sole responsibility of You. If any such taxes or fees are assessed upon Company, Company may pass through such charges to You or assess a regulatory cost recovery fee. All such charges may be a flat fee or a percentage of Your Company charges and may change without notice. To the extent You are obligated to report and pay any applicable taxes or regulatory fees to a Governmental Authority, You hereby indemnify Company against

any claim arising out of Your failure to do so.

c. Fraud. It is the express intention of the parties that You, and not Company, will bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under this Schedule to You. Company reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof; provided, however, that any such action will be consistent with applicable federal, state and local laws, rules, and regulations and provided further that the failure to take any such action will not limit Your responsibility for all usage of the Services.

3.6 Call Recording Features. Notwithstanding any other applicable provisions or prohibitions of use set forth in this Schedule or the MSA, You agree and acknowledge that the laws regarding the notice, notification, and consent requirements applicable to the recording of conversations vary between federal and state jurisdictions.. You agree that You are solely responsible for complying with all federal and state in any relevant jurisdiction when using call recording features. Company expressly disclaims all liability with respect to Your recording of conversations. You hereby release and agree to hold harmless the Company Parties from and against any damages or liabilities of any kind related to the recording of any telephone conversations using the Services. You should carefully review Your particular circumstances when deciding whether to use the recording features of the Service, and it is Your responsibility to determine if, and under what conditions, the electronic recordings are legal under applicable federal and state laws. The Company Parties are not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of its products by any Contact Centre Agent, whether legal or illegal. The call recording feature is intended for single person use only. Company reserves the right to disconnect or modify Your service plan if Company determines, in its sole and absolute discretion, that Your usage of this feature is inconsistent with, or in excess of, normal usage patterns of other users of the Services.

All Australian states and territories require You to obtain consent from all parties to record a phone call. As a result, You must seek the consent of Your employees and third parties to record their calls, prior to the commencement of the recording. If the person does not agree to have their call recorded You must not record the conversation. You should consult with a Lawyer to obtain your own legal advice about call recording in Australia. The information above does not constitute legal advice.

3.7 “Hold” Music. You represent to Company that, to the best of Your knowledge, any and all Hold Music provided by You to Company for the purpose of uploading to the Service is (a) not in violation of any third parties’ patent, trademark, copyright or service mark rights; (b) is not libelous, obscene or otherwise contrary to the law; c) all annual licence fees have been paid to the Australian Performing Rights Association (“APRA”) and (d) does not violate any third party’s right of privacy or publicity; and that no such claims by third parties or the possibility of such a claim has been brought to Your attention. Accordingly, in the event of any claim made or action filed for misrepresentation, content, patent, trademark, service mark, or other copyright infringements arising out of the Hold Music provided by Company at Your request, You shall defend and hold harmless Company for all liabilities and damages suffered by Company as a result of said claim or action.

3.8 Chat Functionality. The chat functionality available through the Services (“Chat Queues”) is subject to the following restrictions and limitations:

a. Web Links Not Scanned. Company Chat Queues allow users to share URLs or other forms of web links with one another via chat. However, Company does not scan such URLs or web links for malicious code, inappropriate or illegal content, or any other harmful attributes, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms (collectively, **“Harmful Content”**). Company expressly disclaims all liability with respect to any Harmful Content contained in any URL or web link shared between Your Contact Centre Agents via Company Chat Queues. You hereby release and agree to hold harmless the Company Parties from and against any damages or liabilities of any kind related to any Harmful Content contained in any URL or web link shared by or with Your Contact Centre Agents via Company Chat Queues.

b. *User Content.* Company does not screen or filter the content of messages, links or attachments sent via Company Chat Queues (whether for offensive or illegal content, viruses or otherwise), and Company does not modify any user content sent using Company Chat Queues. As with all Services, You assume full responsibility and liability for the legal and compliant use of Company Chat Queues by Your Contact Centre Agents. Company expressly disclaims all liability with respect to any content, links or attachments included by or to Your Contact Centre Agents in a Company Chat Queue message. Message history (for messages sent via Company Chat Queues) is retained by Company for such time period as may be determined by You or by Company (provided that it shall be deleted promptly following the termination of the Services) and, as such, may be available, if required, for production in connection with legal proceedings in which You may be involved (i.e., litigation discovery) and law enforcement subpoenas, orders and other demands.

c. *Service Limitations and Disclaimers.* Company Parties expressly disclaim all liability with respect to any delays in the delivery of messages using Company Chat Queues, messages that are not successfully delivered, messages that are deleted or lost, or user errors in the use of Company Chat Queues (including without limitation accidentally adding an unintended participant to a chat session or group, sending messages to unintended recipients, or unclear or misleading communications due to the chronological/sequential presentation of chat messages). Company Chat Queues do not support the ability to recall a message once it has been sent.

4 Your Data and Privacy.

4.1 Company does not own any of Your Data unless otherwise stated by Company. Company will handle Your Data in accordance with the terms of the MSA, this Schedule, Company's Privacy Policy and Applicable Law. Company may use or disclose such information, including Data, to, among other things, enforce this Schedule; provide, support and bill for Services (including disclosure to third-party vendors and contractors); respond to or monitor technical issues with the Services; satisfy compliance requirements with respect to Company's vendors; protect Company's rights or property; and protect against potentially fraudulent, abusive or unlawful use of the Services. In addition, Company may provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties, but such information will not include any identifying information. You, not Company, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and, except as provided for herein, Company will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. You understand and agree that it will be Your sole obligation to take, and that You will take, all measures necessary to protect Your Data, including, without limitation, the timely backup of all Data on one or more systems that operate independently from any system associated with the Services.

4.2 In providing the Services, Company collects and maintains certain Data, known as customer proprietary network information ("CPNI"). This includes information that relates to the quantity, technical configuration, type, destination, location and amount of use of Services to which You subscribe. Your telephone numbers, name and address are not CPNI. Company may use CPNI without Your consent to provide the Services; for billing and collection purposes; to protect Company's rights or property; to protect users from fraudulent, abusive or unlawful use of the Services; or as required or permitted by law. Company may also use CPNI to offer services to You in addition to those that You already purchase. Company does not sell, trade or share Your CPNI to or with third parties for their marketing purposes (it being understood that this does not prohibit Company from sharing Your Data, including CPNI, with third-party vendors that assist Company with its marketing activities), unless You authorize such use.

5 Limitation of Liability; Company Warranty on Services, Third-Party Services.

5.1 Limitation of Liability

(a) Subject to clause 5.1c), Company will not be liable for any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like, that result from the use or inability to use the Services or from mistakes, omissions, the Services not meeting Your requirements or expectations, hardware failures, interruptions, deletion of files or directories, errors, defects, or delays in operation or transmission, regardless of whether Company has been advised of such damages or their possibility. Company will not be liable for any harm that may be caused by the execution or transmission of malicious code or similar occurrences, including without limitation disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms. The warranty restrictions and limitations set forth in this Schedule are in addition to the warranty restrictions and limitations provided for in the MSA.

(b) Except as otherwise set forth in this Schedule, You agree that the total liability of Company and any Company Party and Your sole remedy for any claims shall be as set forth in the MSA. Notwithstanding anything to the contrary otherwise set forth herein, the Company Parties will have no liability whatsoever in the event that You have, either under Company's direction or Your own actions, misconfigured any telephone, interactive voice response (IVR) or other device connecting to the Service.

(c) Warranty provided by Company for Services

5.2.1 Where the Customer acquires Services as a Consumer, then NEC warrants that:

- a) The Services will be provided with due care and skill;
- b) The Services will be fit for any represented purpose made known by the Customer; and
- c) The Services will be completed within a reasonable time.

5.2.2 NEC further warrants that the Services come with guarantees that cannot be excluded under the Australian Consumer Law.

(i) For major failures with the service, the Customer is entitled:

- to cancel the service contract with NEC; and
- to a refund for the unused portion, or to compensation for its reduced value
- The Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage.

(ii) If the failure does not amount to a major failure, the Customer is entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel the contract and obtain a refund for the unused portion of the contract.

(iii) The remedies in clauses 5.2.2 will not be available to the Customer where NEC fails to meet one of the consumer guarantees due to the acts of a third party or acts beyond the reasonable control of NEC after the services were supplied.

5.2.3 Except where the Services are acquired under a Consumer Contract, NEC does not give any warranty that the Services purchased under this Agreement are fit for any particular purpose.

5.2.4 All express or implied terms, conditions, warranties, statements, assurances and representations in relation to any Services are hereby expressly negated save for the terms or conditions necessarily implied by law;

5.3 Third-Party Services. The Services may be compatible with Third-Party Services. While Company does not disclose or permit access to Your CPNI to Third-Party Services, Your installation or use of Third- Party Services on Your equipment or software could result in Your own disclosure of CPNI. Any purchase,

enabling or engagement of Third-Party Services, including but not limited to implementation, customization, consulting services, and any exchange of Data between You and any Third-Party Service, is solely between You and the applicable Third-Party Service provider. Company does not warrant, endorse or support Third-Party Services. If You purchase, enable or engage any Third-Party Service for use with the Services, You acknowledge that the providers of those Third-Party Services may attempt to access and/or use Your Data used in connection with the Services as required for the interoperation of such Third-Party Services with the Services. You represent and warrant that Your use of any Third-Party Service signifies Your independent consent to the access and use of Your Data by the Third-Party Service provider, and that such consent, use and access is outside of Company' control. Company will not be responsible for any disclosure, modification or deletion of Data resulting from any such access by Third-Party Service providers.