

PRODUCT SCHEDULE (for Service Provided in Australia)

NEC UNIVERGE BLUE® CONNECT BRIDGE SERVICES

Who this Product Schedule is between:

This Product Schedule (this “**Schedule**”) is 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**”). The Schedule 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 including without limitation the provisions binding You to buy or use certain CPE (as defined below) as identified in this Schedule.

While the Services are provided directly to You by Company, one or more third parties have been authorised by Company as agents to conduct contracting, billing and support services to You on Company’s behalf. Company’s agents have no direct rights or obligations to You outside the scope of this Schedule and do not have any liability with respect to the Services.

What this Product Schedule relates to:

This Product Schedule relates to and provides terms and conditions for the following Services:

UNIVERGE BLUE® CONNECT BRIDGE

The UNIVERGE BLUE® CONNECT BRIDGE service offering (the “**BRIDGE Service**”) is a suite of team collaboration and communication applications that includes online meetings (MEET), file storage and sharing (SHARE), team chat (instant messaging) and internal extension-to-extension voice communications. The Bridge Service may also be called the “**Primary Bridge Service**”.

HYBRID FEATURE TO BRIDGE SERVICE (“**Hybrid Bridge Service**”)

A “**hybrid**” feature to the BRIDGE Service can be provided (the “**Hybrid Feature**”). This feature integrates the UNIVERGE BLUE® CONNECT BRIDGE Service with the on-premise PBX system provided by the Company. The Hybrid Feature, if activated by You, would leverage the telecommunications and PSTN capabilities of the on-premise PBX system by connecting the BRIDGE Service to the on-premise PBX system, to facilitate inbound and outbound calling for the user from and to external phone numbers (excluding calls to emergency services, as noted below).

VOICE OVER IP (“**VoIP**”) CALLING

The Voice over IP (“**VoIP**”) Calling Service provides direct-dialling (including as part of Company’s Unified Communications offering and Cloud PBX product) and certain calling and call management features or advanced features. Some of these additional or advanced features may be offered at additional cost. The Company, in its sole discretion, may also add, modify, or delete other services from time to time.

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There are certain disclosures, notices and disclaimers that relate to the VoIP 000 Emergency Services. Those disclosures are set forth in the document entitled "Important Information regarding calls to 000 (Emergency Services) available with this Schedule at <https://www.univerge.blue/legal> "the 000 Disclosure Document"). **Note that Your acceptance of the MSA also constitutes Your acceptance of this Schedule and the VoIP 000 Emergency Services disclosures, notices and disclaimers set forth in the MSA, in this Schedule and in the 000 Disclosure Document. Your acceptance of such terms, including without limitation such VoIP 000 Emergency Services disclosures, notices and disclaimers, is a necessary pre-condition before You can receive the Services described by this Schedule.**

Capitalised Terms and Definitions:

All capitalised 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, the term and termination provisions of this Schedule as detailed in Section 2 (and any other additional sections specifically indicated herein as being in priority to the MSA on these terms) 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 Users.

"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 Users.

"Agent" means a party designated by Company to provide contract, billing and support services to You on behalf of Company.

"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

"CPE" has the meaning provided for in Section 1.2 of this Schedule.

"Data" means all data submitted by Your Users to Company in connection with the Services, including all content, material, IP and similar addresses, voice calls, fax calls, software, messages and account information and settings.

"Services" means the voice communications services sold by Company, such as direct-dialled Voice over IP ("VoIP") calling/Cloud PBX service, fax, and certain other calling and call management features or advanced features. The "Services" also include the voice communications services (e.g., VoIP calling, Cloud PBX, etc.) and the chat (i.e., instant messaging) functionality delivered as part of Company's Unified Communications offering. However, for purposes of clarification, the term "Services" as defined for purposes of this Schedule does not include Company's UNIVERGE BLUE® MEET Online Meeting

video conferencing or UNIVERGE BLUE® SHARE backup and file sharing services that are delivered as part of Company's UNIVERGE BLUE® CONNECT Unified Communications offering (for further information regarding the terms of such excluded offerings, please refer to the applicable Product Schedules and other documentation located at <https://www.univerge.bule/legal/>).

“Third-Party Service” means any service or product offered by a party that is not Company.

“User” 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. If You are purchasing Services under a user-based licensing model, Users may not be "shared" or used by more than one named individual (other than the administrative account that may be used by an appropriate number of individuals required to administer the use of Services within Your organisation). If You are purchasing Services under a subscription-based licensing model, subscription licenses may not be "shared" or used by more than one named individual at any given time; however, a single subscription user license may be reassigned from one User to a different User (by removing the subscription license from the first User and assigning it to another registered User).

“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.

1 Service and Account.

1.1 Provision of Bridge Service.

- (a) The Company agrees to provide, and You agree to purchase, the Bridge Service. For clarity, this means the Primary Bridge Service and Hybrid Bridge Service.
- (b) The Customer acknowledges and understands that the Bridge Service has some inherent limitations:
 - (i) It does not independently support calls to or from external phone numbers (i.e., phone numbers outside the user's organisation);
 - (ii) It needs to connect /tie to a PBX system of a Third-Party Telecom Provider) to receive or make calls from or to parties outside of the user's organisation;
 - (iii) It does not include (i.e.the user does not receive from Company in connection with the Service) a Direct Inward Dialling (DID) phone number or any advanced PBX or calling features;
 - (iv) The Bridge Service does not include connectivity to the PSTN;
 - (v) It does not support external calls, including external calls to emergency services (e.g., 000 in Australia) unless the Hybrid BRIDGE Service is enabled, which (as noted above) offers the capability to interface with the on-premise PBX systems provided by the Company to allow a user to make and receive calls to and from external phone numbers;
 - (vi) Any failure of attempted calls to emergency services is not grounds for any service credit, any other form of liability on the part of Company or any of its affiliates, or termination of the Service by the Customer.

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(c) The Hybrid BRIDGE Service has the capability to interface, using a SIP tie trunk, with Your on-premise PBX systems to allow a user to make and receive calls to and from external phone numbers, but only if the user is an active and registered user or owner of an on-premise PBX system provided by the Company. All call traffic, PSTN connections, telecommunications compliance, and telecommunication services that are delivered or made available in connection with the Hybrid BRIDGE Service are solely provided by, and are the sole responsibility of, Your Third-Party Telecom Provider.

1.2 Service Change Orders. You are responsible for all charges associated with change requests including new CPE and new Services in addition to those specified on Your initial order as confirmed with Company. Such change requests may be submitted via secure portal, the case management system, email to Company customer service and/or phone call to Company customer service and support teams (in each case by a party that is authorised to make changes to Your Account(s), subject to confirmation of such identity by Company) and are deemed the responsibility of You. Company reserves the right to verify whether an authorisation is sufficient in its sole discretion.

1.3 Agent. You acknowledge and agree that (a) Company has designated an Agent to provide billing and support services to You in connection with the Services, (b) such actions by Agent shall be deemed to be the actions of Company with respect to those aspects of the relationship under this Schedule, and (c) You consent to the disclosure of Data to Agent for the purposes of the Services and the collection of Data by Agent for the purposes of the Services. For the avoidance of doubt, if You fail to respond to Agent when it is acting for Company under this Schedule, You shall be deemed to be in breach of this Schedule.

1.4 Your Network Security Obligations. You understand that the use of the Services requires a network firewall at Your premises. You must deploy firewalls at each physical site designed to enhance security for SIP-based VoIP applications and services. You are also responsible for implementing other security practices that conform with industry standards and best practices applicable to Your business and industry sector. You are responsible for all fraudulent use of Your Services without regard to how it occurs. See Section 4.4(c) of this Schedule.

YOU HEREBY INDEMNIFY THE COMPANY PARTIES AGAINST ANY RESPONSIBILITY FOR DAMAGES, CONSEQUENTIAL OR OTHERWISE, THAT ARISE FROM THE FAILURE BY YOU OR ANY THIRD PARTY TO PROPERLY PROTECT ANY NETWORK.

For the BRIDGE Service, specific security-related ports and protocols will be required to make the SIP tie trunk operational, and it is Your sole responsibility to ensure that such ports and protocols are provisioned in accordance with applicable network requirements.

1.5 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. 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.

2 Fees, Billing, Taxes, Charges, Promotions.

2.1 Fees. The fees initially charged upon ordering any Service will be effective for the Initial Term and each Renewal Term of this Schedule, provided that 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. 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. Recurring fees are typically billed once per month and include charges for the current month and usage or adjustments from the prior month. Adjustments for additions, changes or deletions of certain monthly recurring services are billed in arrears. Rates may vary by destination country, city, and band, and are subject to change by Company from time to time without prior notice.

- a. Company may charge a reactivation fee to renew Service for Accounts that have been suspended for non-payment or terminated by You.
- b. Monthly recurring charges will automatically be applied to Your Account(s) seven (7) days after Your acceptance if You have not activated the Services; otherwise, such charges will apply from the date of activation.

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 thirty (30) days from the date of the invoice (the "Due Date"). If You fail to pay for 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 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. 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-rata adjustments to recurring charges.

2.3 Taxes. You will be responsible for all applicable federal, state, sales, 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

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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.

2.4 Promotions. Company may occasionally offer special promotions from time to time and shall determine eligibility for, interpretation under and duration of such promotions in its sole discretion and in accordance with the terms and conditions of the special promotion.

2.5 Subscription-Based Versus User-Based Licensing Models.

- a. Subscription-Based Licensing. For Services purchased under a subscription-based licensing model, You may purchase subscriptions (i.e., licenses) to such Services without assigning a User to the subscription license at the time of initial purchase. When placing an order for a new Service subscription, or after increasing the desired quantity of User licenses in an existing subscription, any hardware rebates applicable to those User licenses will be immediately available on Your account, even prior to assigning the licenses to specific Users. After ordering a new Service subscription, or after increasing the desired quantity of User licenses in an existing subscription, billing for those licenses will begin after a seven-day grace period, even if the licenses have not yet been assigned to specific Users. When Your Account administrator removes a User from Your Account, the phone number and User license assigned to such User become available for future use; however, You will continue to be billed for the licenses, even after the removal of the User from Your Account, until You terminate the licenses (by decreasing the number of licenses on the Account).
- b. User-Based Licensing. For Services purchased under a User-based licensing model, licenses for such Services are purchased for and assigned to a specific User at the time of initial purchase. Under this model, when Your Account administrator removes a User from Your Account, the license is terminated.

3 Use of the Services.

Business Use: You will use the Services predominantly and primarily 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. For the avoidance of doubt, You agree that You will not use the Services for residential purposes.

3.1 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 unauthorised 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. 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.

3.2 No Resale. Services are for Your use and not third parties and You are prohibited from intermingling traffic. Except as set forth in the following sentence, You shall not resell the Services and doing so constitutes a material breach of the MSA and this Schedule and will result in the immediate termination of this Schedule and the Services. You acknowledge and agree that in order to resell the Services You must enter into a separate written agreement with Company and that reselling the Services may require regulatory approvals.

3.3 Applicable Law; Regulatory Matters.

- a. **Applicable Law.** Use of the Services is only authorised for use Australia 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 Users are not named on any Governmental Authority list of persons or entities prohibited from receiving exports, and (ii) You will not permit Users 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 unauthorised or fraudulent usage of Services provided under {00052614:2}

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, provincial, 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.

- 3.4 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 laws in any relevant jurisdiction when using call recording features. You hereby release and agree to hold harmless Company and 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 or state laws. Company and 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 User, 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 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.

- 3.5 “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, 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.
- 3.6 Chat Functionality.** The chat functionality available through the Services (the “Chat Feature”) is subject to the following restrictions and limitations:

- a. Web Links Not Scanned. The Chat Feature allows 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 and Company Parties expressly disclaim all liability with respect to any Harmful Content contained in any URL or web link shared between Your Users via the Chat Feature. You hereby release and agree to hold harmless Company and 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 between Your Users via the Chat Feature.
- b. User Content. Company does not screen or filter the content of messages, links or attachments sent via the Chat Feature (whether for offensive or illegal content, viruses or otherwise), and Company does not modify any User content sent using the Chat Feature. As with all Services, You assume full responsibility and liability for the legal and compliant use of the Chat Feature by Your Users. Company and Company Parties expressly disclaim all liability with respect to any content, links or attachments included by Your Users in a Chat Feature message. Message history (for messages sent via the Chat Feature) is retained by Company and is 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; however, the Chat Feature does not currently support account administrators’ ability to export message history without Company support.

3.7 Chat Feature Limitations and Disclaimers.

- a. The Chat feature, by default, does not support messaging with users outside of Your organisation; it only allows the exchange of messages with internal Users within Your organisation.
- b. You, through Your account administrators, have the ability to enable messaging through Chat for certain of Your users with specific users outside of Your organisation (through a process called “account federation”). It is solely Your responsibility to enable and configure the functionality that allows messaging with users outside Your organisation and the settings for such functionality.
- c. Company and Company Parties expressly disclaim all liability with respect to Your failure to activate the Chat functionality that allows messaging with users outside of Your organisation, Your failure to properly configure or maintain the settings for such functionality, any delays in the delivery of messages using Chat, messages that are not successfully delivered, messages that are deleted or lost, or User errors in the use of BRIDGE CHAT (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).
- d. Chat may support the ability by the sender to delete a Chat message after the message has been sent; provided, however, that (i) such deletion will, if successful, only have the effect of deleting the applicable message(s) from the recipients’ devices, but it will not delete the applicable message(s) from Company’s systems or infrastructure that support the Chat service; and (ii) Company and Company Parties do not make any guarantees or assurances that messages that a sender attempts to delete will be successfully
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deleted or that such messages will not be viewed, photographed, saved, forwarded or otherwise used or stored by the recipient prior to their deletion, and expressly disclaim all liability with respect to the failure of the Service to fully or timely delete any sent message.

- 3.8 **Service Level Agreement.** For purposes of the Service Level Agreement for Company's Unified Communications Service (available at <https://www.univerge.blue/legal/> as it may be amended from time to time), the Chat Feature will be deemed to be available (for purposes of determining "Service Availability," "Network Availability and "Cloud Voice Availability" for any particular period) so long as Users are able to send and receive messages in the Chat Feature through at least one of the available user applications (mobile, desktop, etc.).

4 **Your Data and Privacy.**

- (a) Company does not own any of Your Data unless otherwise stated by Company. Except as set forth herein, in the MSA or in Company's Privacy Policy or as otherwise required by Applicable Law, Company will not monitor, edit, or disclose any information regarding You or Your Account, including any Data, without Your prior permission. Company may use or disclose such information, including Data, to enforce this Schedule, to provide, support and bill for Services (including disclosure to the Agent and other third-party vendors and contractors), to respond to or monitor technical issues with the Services, for compliance purposes with Company's vendors, to protect Company's rights or property, and to 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.
- (b) 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 or to protect users from fraudulent, abusive or unlawful use of the Services, to inbound telemarketing services for the duration of the call, or as required or permitted by law. Company may also use CPNI to offer additional services of the type that You already purchase. Company does not sell, trade or share Your CPNI with Company's affiliates or any third parties for marketing purposes, unless You authorize such use.

5 **Liability of Company, Warranty from Company for Services; Limitation on Liability; Third Party Services.**

- 5.1 **Liability of Company.** Company and the Company Parties 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, issues making 000 calls, interruptions, deletion of files or directories, errors, defects, or delays in operation, or transmission, regardless of whether Company or any Company Party has been advised of such damages or their possibility. Company and the Company Parties 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.

5.2 Warranty from 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 6.2.2 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 Schedule 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;

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6.3 **Limitation on Liability.**

- a. 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.
- b. Notwithstanding anything to the contrary otherwise set forth herein, Company and 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 or other device connecting to the Service, or if any User has any issue regarding a 000 call. You acknowledge and agree that the limitation of Company's and the Company Parties' liability is a material term to Company and that it would not otherwise enter into this Schedule without this limitation, and that You agree these limitations are reasonable. 000 services will not function, or will not function properly, on the Service: (i) if You (or Your User) are located outside of the rate centre associated with your assigned phone number; (ii) if a User attempts a 000 call from a location different from the address associated with the applicable phone number in the records of Company or any of the Company Parties; (iii) during any disruption of power at Your location; (iv) during any disruption of Internet connectivity to Your location; (v) during any period where service to You has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid address information for You is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by You in connection with the Service fails to function or is improperly (or is not) installed or configured. 000 Services will not function until correct and valid address information has been input into the appropriate database(s), which may occur shortly after initial Service activation. You hereby release and agree to hold harmless Company and Company Parties (including without limitation Level 3 Communications, LLC and its affiliates) from and against any damages or liabilities of any kind arising out of the failure of 000 services to function properly for the reasons set forth in the preceding sentence of this Section 7.3(b).

5.4 **Licensors and Vendor Liability.** Company's licensors and vendors are not responsible to You for any warranty provided by Company.

5.5 **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, customisation, 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's control. Company will not be responsible for any disclosure, modification or deletion of Data resulting from any such access by Third-Party Service providers.

5.6 Accessibility Services. Company, either directly or through one or more Company Parties, makes certain ancillary services, available to You that are designed to make some of the Services more easily accessible to individuals with certain disabilities (collectively, the “Accessibility Services”). Such Accessibility Services are provided on an “as is” basis, and neither Company nor the Company Parties make any representation or warranty with respect to the availability, the effectiveness or any other aspect of such Accessibility Services. Use of the Accessibility Services is at Your sole risk. Notwithstanding anything to the contrary otherwise set forth herein, You hereby release and agree to hold harmless Company and Company Parties from and against, and that Company and the Company Parties will have no liability whatsoever in connection with, any damages or liabilities of any kind arising out of any error in receiving, transmitting or failing to receive or transmit any message or communication in the course of providing the Accessibility Services. You acknowledge and agree that the limitation of Company’s and the Company Parties’ liability is a material term to Company and that it would not otherwise enter into this Schedule without this limitation, and that You agree these limitations are reasonable.

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