

Schedule 3: Managed Service

1. INTERPRETATION

- 1.1 Except as defined in this Schedule 3, capitalised terms shall have the meanings given to them in the DEFINITIONS SCHEDULE.
- 1.2 To the extent applicable to the supply of Goods, in the event of conflict with the terms of this Schedule 3 and the Agreement, the provisions in this Schedule 3 shall take precedence and in the event of a conflict with the terms of this Schedule 3 and Order Form, the provisions of Order Form shall take precedence over this Schedule 3.

2. FOURNET MANAGED SERVICE

- 2.1 FourNet will provide to the Customer Managed Services as set out in the Order Form. Unless otherwise specified, these will be delivered remotely.
- 2.2 If required by FourNet, the Customer shall allow FourNet to install monitoring software on the Equipment, Hardware to enable FourNet to conduct remote monitoring and diagnostics and shall ensure that such software remains installed throughout the Term.
- 2.3 The Managed Services acquired by the Customer under the Agreement are solely for the Customer's own internal use and not for resale or sub-licensing, unless otherwise agreed in writing.
- 2.4 FourNet may suspend, revoke or limit use of the Managed Services, wholly or partly (i) in case of late payments, (ii) if FourNet in its absolute discretion finds that a risk to the overall integrity of the Managed Services has occurred, or (iii) other reasonable grounds exist. If the cause of the suspension is reasonably capable of being remedied, FourNet will provide the Customer notice of what actions the Customer must take to reinstate the Managed Services and/or Products. If the Customer fails to take such actions within a reasonable time, FourNet may terminate the applicable Managed Service.

3. CUSTOMER RESPONSIBILITIES

- 3.1 The Customer will have the following components in place to connect to the Services in order for the Services to function and will ensure that these components meet the minimum technical requirements specified by FourNet:
 - 3.1.1 where not provided by FourNet, an appropriate secure access network and any corresponding data hardware (e.g. router, port switches) to support VoIP with sufficient bandwidth to meet the Customer requirements and their interface to the Services, as set out in the Scope of Works;
 - 3.1.2 appropriate Local Area Network infrastructure plus any corresponding router or port switches suitable to deliver the Customer requirements to Agents and Users;
 - 3.1.3 personal computers or laptops meeting the minimum requirements as notified by FourNet;
 - 3.1.4 internet browser meeting the minimum service requirements as notified by FourNet; and
 - 3.1.5 A sufficiently secure and stable remote access method to enable FourNet to deliver support in the event of an Incident, available continually. Where this is not available, FourNet will not be responsible for delays to the delivery of service restoration.
- 3.2 Before the Service Delivery Date and, where applicable, throughout the provision of the Service by FourNet, the Customer will:

- 3.2.1 provide FourNet with the name(s) and contact details of the individual(s) authorised to act on behalf of the Customer for Service management matters ("Customer Contact"), but FourNet may also accept instructions from a person who FourNet reasonably believes is acting with the Customer's authority;
 - 3.2.2 provide FourNet with any information reasonably required without undue delay;
 - 3.2.3 respond to queries from FourNet without undue delay;
 - 3.2.4 ensure that its LAN protocols and Customer Equipment are compatible with the Service;
 - 3.2.5 provide and maintain a VOIP enabled access network which provides full end to end Quality of Service and sufficient uncontested bandwidth to support the Services at the Site(s) for use with the Services as notified by FourNet;
 - 3.2.6 pay all charges related to provision and use of the VOIP enabled access network and report any incidents in the network directly to FourNet of it.
- 3.3 The Customer warrants that any software provided as part of any Customer Equipment it presents for integration with the Service:
- 3.3.1 is written in an appropriate manner such that its security and overall system performance is preserved; and
 - 3.3.2 complies with any applicable code of practice FourNet makes available to the Customer.
- 3.4 The Customer will access the Service via a secure private network access. FourNet will not be liable for any security breach as a result of the Customers failure to comply with this paragraph 3.4.

4. FOURNET RESPONSIBILITIES

- 4.1 Notwithstanding the foregoing, FourNet does not warrant that the Customer's use of the Managed Services and Products (if applicable) will be:
- 4.1.1 free from faults, interruptions or errors;
 - 4.1.2 available one hundred percent (100%) of the time.
- 4.2 In relation to the Managed Services, FourNet shall:
- 4.2.1 staff FourNet support desk with a team of skilled individuals (whether subcontracted or not);
 - 4.2.2 maintain a team skilled in the platform and with knowledge of the systems developed to deliver the solution;
 - 4.2.3 maintain a comprehensive IT service management solution, with integrated knowledge base and how-to guides to reduce the time to issue resolution;
 - 4.2.4 where agreed, undertake a regular account review, to discuss the Customer's service needs and ensure that the Agreement is in alignment with its needs;
 - 4.2.5 use commercially reasonable endeavours to follow the instructions of the Customer and will remain courteous during any communications with Customer personnel; and
 - 4.2.6 provide the Customer with reasonable co-operation in relation to the Agreement.
- 4.3 FourNet shall be under no obligation to provide the Managed Services to the Customer where such support would not have been necessary, had the Customer implemented updates supplied or offered to the Customer.

5. SERVICE MANAGEMENT BOUNDARY

- 5.1 FourNet will provide and manage the Managed Services up to and including the FourNet provided access Circuits and associated termination hardware ("Service Management Boundary"). The Service Management Boundary is set out in the Operating Services Manual, The Statement of Works and/or the Order Form.
- 5.2 FourNet will have no responsibility for the Services outside the Service Management Boundary.
- 5.3 Customer Equipment comprising of specific physical and logical access circuits not provided by FourNet will be outside the Service Management Boundary. In this instance, the Service Management Boundary will be the physical interface between the FourNet network, and the Customer provided circuits.

6. PARTS REPLACEMENT

- 6.1 Where defined in the Order Form FourNet will replace faulty Equipment,
- 6.2 FourNet may supply reconditioned replacement parts where, in the opinion of FourNet, any parts of the Equipment require replacement. Once such replacement parts have been installed, those parts shall become the property of the Customer.
- 6.3 Any parts replaced by FourNet shall upon removal become the property of FourNet and the Customer warrants that FourNet shall have free and unencumbered title to the same.
- 6.4 Where the Customers, and as defined in the Order Form, opts to provide First Line and/or Second line support, FourNet will ship parts to site for replacement by the Customer under remote support from the FourNet service desk.
- 6.5 Where FourNet is not able to reasonably source replacement Equipment, FourNet shall be under no responsibility to replace the same.

7. MANUFACTURER SUPPORT

- 7.1 Where defined on the Order Form, FourNet will escalate incidents to Software and Hardware manufacturers and manage incidents through to resolution.

8. SCHEDULED AND UNSCHEDULED OUTAGES

- 8.1 For the purpose of updating facilities, and Planned Maintenance, scheduled downtime may occur from time to time. FourNet:
 - 8.1.1 will use its reasonable endeavours to provide the Customer with advance notice of any scheduled downtime;
 - 8.1.2 will use its reasonable endeavours to keep all scheduled downtime to the quietest time on the Service;
 - 8.1.3 may occasionally suspend the Services for operational reasons (such as maintenance or service upgrades) or because of an Emergency, but before doing so will give the Customer as much notice as reasonably possible and whenever practicable will agree with the Customer, when the Services will be suspended.

9. EXCLUSIONS

- 9.1 The Managed Services do not include services required:
 - 9.1.1 As a result of damage or mismanagement to the Equipment or Service caused by the Customer, its employees, its subcontractors or any other person;
 - 9.1.2 Due to a failure of Customer Equipment;

- 9.1.3 To be performed outside of Support Hours;
 - 9.1.4 Where there is no fault with the Equipment, or any fault cannot be replicated;
 - 9.1.5 Due to the Equipment not being used in accordance with its manufacturer's published instructions;
 - 9.1.6 Due to the use of parts or supplies not approved by FourNet or the Equipment's manufacturer
 - 9.1.7 Due to the alteration, modification or repair of the Equipment by a party other than FourNet and its authorised representatives;
 - 9.1.8 Where the Customer has not carried out procedures or services, recommended by FourNet, to the Equipment;
 - 9.1.9 As a result of any physical damage to the Equipment other than through fair wear and tear;
 - 9.1.10 Relating to any software which is a version no longer supported by the manufacturer or to which the manufacturer charges additional fees for support of the same.
- 9.2 FourNet shall, following a request for support by the Customer in the circumstances set out in paragraph 9.1, be entitled to charge the Customer the Additional Charges where FourNet provides Managed Services in respect of the same.

10. THE END OF SERVICE

- 10.1 On termination of the Order Form, the Customer will in accordance with FourNet's instructions:
- 10.1.1 Return and/or destroy any Manufacturer Software that does not carry a Perpetual License provided under the Order Form that has been installed or downloaded at the Customer's premises on any of devices, or otherwise made available or accessible by the Customer, and
 - 10.1.2 Provide FourNet with certified compliance by an authorised representative of the Customer that the requirements set out in paragraph 10.1.1 have been met.
 - 10.1.3 Return any devices used to deliver the Service which are not owned by the Customer. Any devices not returned will be charged for at the current manufacturers recommended retail price.
 - 10.1.4 Where necessary, enable FourNet to default system administrator passwords.
- 10.2 Where required, FourNet may provide assistance to the Customer in the transfer to another solution or Service Provider. These services will be chargeable following the agreement of the scope.