

Schedule 9: Customer Experience Consulting Services

1. INTERPRETATION

- 1.1 Except as defined in this Schedule 9, 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 9 and the Agreement, the provisions in this Schedule 9 shall take precedence and in the event of a conflict with the terms of this Schedule 9 and Order Form, the provisions of Order Form shall take precedence over this Schedule 9.

2. FOURNET CX SERVICES

- 2.1 FourNet will provide to the Customer Experience Consultancy Services as set out in the Order Form. Unless otherwise specified, these will be delivered remotely.
- 2.2 FourNet shall use reasonable endeavours to supply Customer Experience Consultancy Services in accordance with this agreement.
- 2.3 The Customer grants FourNet a non-exclusive, royalty-free, non-transferable license to copy and modify the Customer's information for the term of this Agreement, for the purpose of providing the Services to the Customer.
- 2.4 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.
- 2.5 The 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.
- 2.6 FourNet may suspend, revoke or limit use of the 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 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 Services and/or Products. If the Customer fails to take such actions within a reasonable time, FourNet may terminate the applicable Service.
- 2.7 All Intellectual Property Rights of the Services, excluding Customer information, are retained by FourNet. The outcomes of the Services will be shared with the Customer in the agreed format as described in the Order Form.

3. CUSTOMER RESPONSIBILITIES

- 3.1 The Customer will have the following components in order for the Services to be undertaken and will ensure that these components meet the minimum requirements specified by FourNet:
 - 3.1.1 Documentation, information required as specified by FourNet to complete analysis;
 - 3.1.2 personal computers or laptops meeting the minimum requirements as notified by FourNet;
 - 3.1.3 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 Services commence 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;

3.3 The Customer warrants that any software provided as part of any Customer Equipment it presents for use 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.

3.4

