MASTER SERVICES AGREEMENT

PART 1

This Agreement is between CloudWave Pty Ltd (ACN 162 198 790) trading as NeonNow.ai ("we", "us" or "our") and the customer named in the Order Form ("you" or "your"), together the Parties and each a Party.

1. Structure of this Agreement

1.1 This Agreement comprises these master terms and conditions (Master Terms), the applicable Order Form(s), and each Schedule specified as applying in an Order Form.

1.2 By signing, clicking "I accept" or otherwise accepting an Order Form (including through AWS Marketplace), you agree to be bound by this Agreement, including each Schedule specified in that Order Form.

1.3 We currently offer the following Schedules, each of which governs a distinct product or service line:

- Schedule 1 – Outreach Services;
- Schedule 2 – Agentic Services;
- Schedule 3 – CX Services;
- Schedule 4 – CX Communications Recurring Platform;
- Schedule 5 – Professional Services;
- Schedule 6 – Support Services;
- Schedule 7 – CX Managed Services; and
- Schedule 8 – AI Governance and Data Processing Addendum.

1.4 You acknowledge that Schedule 4 may only be added to an Order Form where Schedule 3 (CX Services) also applies.

1.5 Schedule 7 (CX Managed Services) incorporates, and provides bundled access to, each other Schedule specified as included in the relevant Order Form.

1.6 To the extent of any inconsistency between the documents forming part of this Agreement, the following order of precedence applies:

(a) the Order Form;

(b) the applicable Schedule;

(c) these Master Terms.

2. Supply of Services

2.1 In consideration of your payment of the Fees, we will provide the Services (as applicable) in accordance with this Agreement, whether ourselves or through our Personnel.

Third Party Products and Services

2.2 Where you engage third parties to operate alongside our Services (for example, any third-party software systems or hardware, CRM systems, enterprise platforms or internal systems you choose to integrate with the Services), those third parties are independent of us and you are responsible for the goods and services that they provide unless we expressly agree otherwise in writing.

2.3 Certain Services rely upon underlying third-party vendor platforms (including Amazon Web Services, Twilio, Deepgram, ElevenLabs, Microsoft, OpenAI and other AI Model Partners from time to time).

2.4 We may add, remove, replace or modify underlying suppliers, AI Model Partners, technologies and supporting components where reasonably necessary to:

(a) maintain the Services;

(b) improve performance or functionality;

(c) comply with legal or regulatory requirements;

(d) address security concerns; or

(e) improve the commercial viability of the Services.

2.5 All variations to the Services must be agreed in writing between the Parties and will be priced in accordance with any applicable schedule of rates or as otherwise agreed.

2.6 Notwithstanding clause 2.5, we may modify the Services, provided that:

(a) any modification does not materially reduce the overall functionality of the Services; or

(b) where a modification may materially affect functionality, we provide at least 30 days' written notice.

2.7 If you do not agree with a material modification notified under clause 2.6(b), you may terminate the affected Service by providing written notice prior to the effective date of the modification.

3. Your Obligations

You agree to:

3.1 comply with:

(a) this Agreement;

(b) all applicable Laws;

(c) all reasonable directions provided by us in connection with the Services;

(d) any acceptable use, security or operational requirements notified by us from time to time.

3.2 provide us and our Personnel with:

(a) access to your Systems;

(b) access to relevant Personnel;

(c) information and documentation;

(d) cooperation and assistance;

reasonably required for us to provide the Services.

3.3 ensure that all usernames, passwords, credentials and access mechanisms used to access the Services are maintained securely.

3.4 immediately notify us upon becoming aware of:

(a) unauthorised access to the Services;

(b) a security incident affecting your environment that may impact the Services;

(c) misuse of the Services.

3.5 not:

(a) resell the Services;

(b) reverse engineer the Services;

(c) attempt to access source code;

(d) interfere with operation of the Services;

(e) use the Services in a manner that breaches applicable Law;

(f) use the Services to develop competing services or products.

3.6 You agree to pay our additional costs reasonably incurred as a result of your breach of this clause.

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4. Fees and Payment

4.1 In consideration for the Services, you will pay all Fees in accordance with the applicable Order Form.

4.2 Fees may include:

(a) fixed recurring fees;

(b) seat-based fees;

(c) consumption-based fees;

(d) implementation fees;

(e) professional services fees;

(f) managed services fees; and

(g) third-party usage fees.

4.3 Unless otherwise specified in an Order Form:

(a) invoices are payable within 14 days;

(b) all Fees are non-refundable;

(c) all Fees are exclusive of GST.

4.4 If payment is not made when due, we may:

(a) suspend Services;

(b) charge interest at the Reserve Bank of Australia cash rate plus 2% per annum;

(c) recover reasonable collection costs.

4.5 We may increase Fees on 30 days' notice provided such increase does not occur more than once in any 12-month period unless a third-party vendor cost increase necessitates an earlier adjustment.

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5. Warranties and Representations

5.1 Each Party represents and warrants that:

(a) it has full authority to enter into this Agreement;

(b) this Agreement constitutes a legal, valid and binding obligation;

(c) it will comply with applicable Laws.

5.2 Except as expressly stated in this Agreement, and subject to applicable Consumer Law Rights, the Services are provided on an "as is" and "as available" basis.

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6. Intellectual Property

6.1 As between the Parties:

(a) we own all Intellectual Property Rights in Our Materials;

(b) you own all Intellectual Property Rights in Your Materials;

(c) nothing in this Agreement transfers ownership of existing Intellectual Property Rights from one Party to the other.

6.2 Ownership of all New Materials, Deliverables, Outputs, enhancements, improvements and derivative works created in connection with the Services will vest in us immediately upon creation unless otherwise expressly stated in an Order Form.

6.3 To the extent ownership does not automatically vest in us, you assign all right, title and interest in such Intellectual Property Rights to us and agree to do all things reasonably required to give effect to that assignment.

6.4 We grant you a non-exclusive, non-transferable, revocable licence to use the Services and any Outputs made available to you solely for your internal business purposes during the Term.

6.5 You grant us a non-exclusive, worldwide, royalty-free licence to use Your Materials solely to provide the Services and exercise our rights under this Agreement.

CloudWave AI Assets

6.6 You acknowledge that all AI Assets are and remain our exclusive property.

6.7 Nothing in this Agreement transfers any ownership interest in:

(a) AI Assets;

(b) machine learning models;

(c) orchestration frameworks;

(d) prompt libraries;

(e) embeddings;

(f) vector databases;

(g) evaluation frameworks;

(h) tuning methodologies;

(i) benchmark datasets; or

(j) other technology developed, operated or improved by us.

7. Your Data

Ownership of Your Data

7.1 We acknowledge and agree that, as between the Parties, you own all right, title and interest in and to Your Data.

7.2 Nothing in this Agreement transfers ownership of Your Data to us.

Licence to Use Your Data

7.3 During the Term, and for a reasonable period thereafter to perform post-termination obligations, you grant us a non-exclusive, worldwide, royalty-free licence to access, use, host, store, copy, process, transmit, disclose and otherwise handle Your Data to:

(a) provide the Services;

(b) fulfil our obligations under this Agreement;

(c) maintain, secure and support the Services;

(d) prevent fraud, misuse or unlawful activity;

(e) comply with applicable Laws;

(f) diagnose faults, incidents and service issues;

(g) investigate and remediate security events.

Your Responsibilities

7.4 You are solely responsible for:

(a) the accuracy, integrity and legality of Your Data;

(b) obtaining all rights, consents and permissions necessary for us to process Your Data;

(c) ensuring Your Data complies with applicable Laws;

(d) maintaining backup copies of Your Data unless otherwise expressly stated in an Order Form.

Derived Data

7.5 We may create, generate, collect, analyse, aggregate, transform, infer, model, enrich and otherwise derive Derived Data from:

(a) Your Data;

(b) use of the Services;

(c) operation of the Services;

(d) Service Telemetry;

(e) Outputs;

(f) customer interactions;

(g) workflows;

(h) system performance information.

7.6 To the extent permitted by Law, we own all right, title and interest in:

(a) Derived Data;

(b) Benchmark Data;

(c) Service Telemetry;

(d) analytics generated from the Services;

(e) operational metrics;

(f) aggregated usage information.

Permitted Uses

7.7 We may use Derived Data, Benchmark Data and Service Telemetry for:

(a) service delivery;

(b) service improvement;

(c) product development;

(d) benchmarking;

(e) business intelligence;

(f) market analysis;

(g) research and development;

(h) machine learning;

(i) artificial intelligence development;

(j) workflow optimisation;

(k) commercial analytics offerings;

(l) development of new products and services.

Anonymisation

7.8 We will use reasonable measures to ensure Derived Data, Benchmark Data and Service Telemetry do not identify:

(a) you;

(b) your Personnel;

(c) your customers;

(d) any individual.

7.9 Derived Data, Benchmark Data and Service Telemetry do not constitute Your Data.

Data Retention

7.10 We may retain Derived Data, Benchmark Data and Service Telemetry indefinitely.

7.11 This clause survives termination or expiry of this Agreement.

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8. Artificial Intelligence

AI Functionality

8.1 Certain Services incorporate artificial intelligence, machine learning, large language models, conversational AI, automation technologies and systems provided by us or by AI Model Partners.

8.2 You acknowledge and agree that AI functionality:

(a) may be inaccurate;

(b) may produce incomplete outputs;

(c) may generate unexpected results;

(d) does not constitute professional advice;

(e) requires appropriate human review and oversight.

8.3 You remain responsible for validating Outputs before relying upon them.

AI Learning Rights

8.4 Subject to clauses 7, 9 and 10, we may use Derived Data, Benchmark Data, Service Telemetry and other de-identified information to:

(a) develop AI Assets;

(b) evaluate AI Assets;

(c) train AI Assets;

(d) improve AI Assets;

(e) fine tune AI Assets;

(f) increase model accuracy;

(g) reduce hallucinations;

(h) develop new automation capabilities;

(i) improve workflows and orchestration frameworks.

AI Inputs and Outputs

8.5 You acknowledge that operation of the Services may generate:

(a) prompts;

(b) responses;

(c) transcripts;

(d) evaluations;

(e) interaction metadata;

(f) workflow outcomes;

(g) operational signals; and

(h) system-generated information.

8.6 Subject to this Agreement, we may analyse such information for service improvement and AI development purposes.

AI Asset Ownership

8.7 As between the Parties, all AI Assets remain exclusively owned by us.

8.8 Without limitation, we own all right, title and interest in:

(a) model configurations;

(b) orchestration frameworks;

(c) prompt libraries;

(d) vector databases;

(e) embeddings;

(f) classifiers;

(g) synthetic datasets;

(h) evaluation datasets;

(i) tuning methodologies;

(j) benchmark models;

(k) machine learning artefacts.

No Customer Ownership of Improvements

8.9 You acknowledge that no ownership rights arise in favour of you merely because:

(a) Your Data contributed to Derived Data;

(b) your users interact with the Services;

(c) AI Assets improve through operation of the Services;

(d) we create new functionality in response to customer usage patterns.

Feedback

8.10 You grant us a perpetual, irrevocable, transferable, sublicensable, worldwide and royalty-free right to use any:

(a) feedback;

(b) enhancement requests;

(c) suggestions;

(d) recommendations;

(e) ideas;

(f) comments;

provided by you or your Personnel.

8.11 We may incorporate such feedback into our products and services without compensation to you.

Third Party AI Providers

8.12 We may utilise AI Model Partners in delivering Services.

8.13 We will take reasonable steps to ensure that any disclosure of Your Data to AI Model Partners is limited to what is reasonably necessary to provide the Services.

Restriction on Identifiable Data

8.14 We will not knowingly use identifiable Personal Information or Customer Confidential Information to train foundation models generally made available to unrelated third parties.

8.15 Nothing in clause 8.14 restricts our rights in relation to:

(a) Derived Data;

(b) Benchmark Data;

(c) Service Telemetry;

(d) anonymised information;

(e) de-identified information.

8.16 This clause survives termination or expiry of this Agreement.

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9. Confidential Information

9.1 Each Receiving Party must:

(a) keep Confidential Information confidential;

(b) protect Confidential Information using at least the same degree of care used to protect its own confidential information;

(c) only use Confidential Information for purposes connected with this Agreement;

(d) only disclose Confidential Information to Personnel and advisors who have a need to know and who are subject to confidentiality obligations.

9.2 The obligations in clause 9.1 do not apply to information that:

(a) is already lawfully known;

(b) becomes publicly available other than through breach;

(c) is independently developed without use of Confidential Information;

(d) must be disclosed by Law.

9.3 The Receiving Party must promptly notify the Disclosing Party where legally permitted if compelled to disclose Confidential Information.

9.4 Each Party acknowledges damages may be an inadequate remedy for breach and that injunctive relief may be sought.

9.5 This clause survives termination.

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10. Privacy

10.1 Each Party must comply with:

(a) the Privacy Act 1988 (Cth);

(b) applicable privacy Laws;

(c) applicable data protection Laws.

10.2 We will implement reasonable technical and organisational measures designed to protect Personal Information against:

(a) unauthorised access;

(b) unauthorised disclosure;

(c) loss;

(d) misuse;

(e) destruction.

10.3 We will notify you within a reasonable time after becoming aware of a material cybersecurity incident affecting Personal Information held by us on your behalf.

10.4 This clause survives termination.

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11. Australian Consumer Law

11.1 Nothing in this Agreement excludes, restricts or modifies any Consumer Law Rights.

11.2 Subject to clause 11.1 and to the maximum extent permitted by Law, all warranties, guarantees and conditions not expressly stated in this Agreement are excluded.

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12. Liability

Exclusion of Consequential Loss

12.1 Subject to law, neither Party is liable for Consequential Loss.

Proportionate Liability

12.2 Liability is reduced to the extent contributed to by the acts or omissions of the other Party.

Consumer Law

12.3 Where Consumer Law Rights apply, our liability is limited to resupplying the Services or paying the reasonable cost of having the Services resupplied.

Aggregate Liability Cap

12.4 Subject to clauses 12.5 and 12.6, our aggregate liability arising from or in connection with the Agreement is limited to the Fees paid by you in respect of the affected Services during the 12 months preceding the event giving rise to the claim.

Liability Exclusions

12.5 The liability cap does not apply to:

(a) unpaid Fees;

(b) fraud;

(c) wilful misconduct;

(d) breaches of confidentiality;

(e) infringement of Intellectual Property Rights.

AI Limitation

12.6 Without limiting any other clause, we are not liable for losses arising from:

(a) reliance on AI-generated output;

(b) inaccurate AI-generated content;

(c) customer decisions made using AI-generated content;

(d) third-party AI systems beyond our control.

13. Term and Termination

Term

13.1 This Agreement commences on the Commencement Date and continues until terminated in accordance with this Agreement.

13.2 Each Order Form and applicable Schedule will remain in effect for the Initial Term specified in the relevant Order Form.

Automatic Renewal

13.3 Upon expiry of the Initial Term, the applicable Services will automatically renew for successive periods of twelve (12) months (each a **Renewal Term**) unless either Party provides written notice of non-renewal to the other Party at least ninety (90) days before the expiry of the then-current Term.

13.4 For the avoidance of doubt, failure by the Customer to provide a valid notice of non-renewal within the period specified in clause 13.3 will constitute acceptance of the applicable Renewal Term.

13.5 Unless otherwise specified in the applicable Order Form, the Fees payable during a Renewal Term will be:

(a) the Fees applicable immediately prior to renewal; or

(b) such updated Fees as we notify to you not less than ninety (90) days before commencement of the Renewal Term.

13.5A We may notify you of revised Fees for a Renewal Term at any time prior to the commencement of that Renewal Term. If you do not wish to continue receiving the Services at the revised Fees, your sole remedy is to provide a notice of non-renewal in accordance with clause 13.3.

13.6 This Agreement, the applicable Order Form and all applicable Schedules will continue during each Renewal Term unless terminated in accordance with this Agreement.

Termination for Cause

13.7 Either Party may terminate this Agreement, or an affected Schedule, immediately by written notice if the other Party:

(a) commits a material breach of this Agreement and fails to remedy that breach within ten (10) Business Days after receiving written notice requiring the breach to be remedied;

(b) repeatedly breaches this Agreement in a manner that demonstrates an unwillingness or inability to comply with its obligations;

(c) becomes insolvent;

(d) ceases carrying on business; or

(e) enters administration, liquidation, receivership or a similar insolvency process.

Suspension Rights

13.8 Without limiting any other rights available to us under this Agreement or at law, we may immediately suspend access to all or part of the Services where:

(a) undisputed Fees remain unpaid after the due date;

(b) a cybersecurity, operational or legal risk exists;

(c) continued provision of the Services may cause us to breach applicable Law;

(d) misuse of the Services is suspected;

(e) emergency maintenance is required; or

(f) suspension is reasonably necessary to protect the security, integrity or availability of the Services.

Effect of Termination

13.9 Upon termination or expiry of this Agreement or any Schedule:

(a) all rights granted under this Agreement in respect of the terminated Services immediately cease;

(b) all accrued Fees and other amounts owing become immediately due and payable;

(c) you must cease use of the terminated Services;

(d) each Party must return or destroy the Confidential Information of the other Party upon reasonable request, subject to any legal, regulatory, backup, audit or record-retention obligations.

13.10 We may retain:

(a) backup copies;

(b) compliance records;

(c) audit records;

(d) Derived Data;

(e) Benchmark Data;

(f) Service Telemetry;

(g) AI Assets; and

(h) anonymised or de-identified information,

to the extent permitted by Law and this Agreement.

Accrued Rights

13.11 Termination or expiry of this Agreement does not affect any rights, remedies, obligations or liabilities accrued prior to termination.

Survival

13.12 Clauses which by their nature are intended to survive termination or expiry, including clauses relating to Intellectual Property, Your Data, Artificial Intelligence, Confidentiality, Privacy, Liability, Fees owed prior to termination and Definitions, will survive termination or expiry of this Agreement.

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14. Dispute Resolution

Good Faith Resolution

14.1 A Party claiming a dispute exists must provide written notice to the other Party specifying the nature of the dispute.

14.2 Within 10 Business Days after receiving notice, senior representatives of the Parties must meet and attempt in good faith to resolve the dispute.

Mediation

14.3 If the dispute remains unresolved for 20 Business Days after the dispute notice is issued, either Party may refer the matter to mediation.

14.4 Mediation will:

(a) occur in Sydney, New South Wales;

(b) be administered by the Australian Disputes Centre;

(c) be conducted in accordance with its applicable commercial mediation rules.

Urgent Relief

14.5 Nothing in this clause prevents either Party from seeking:

(a) injunctive relief;

(b) equitable relief;

(c) urgent interlocutory orders.

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15. General

Amendment

15.1 This Agreement may only be amended in writing signed by both Parties unless otherwise expressly permitted under this Agreement.

Assignment

15.2 Neither Party may assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld.

15.3 We may assign this Agreement to:

(a) a related body corporate;

(b) a purchaser of substantially all of our business;

(c) a successor entity arising from merger, consolidation or corporate restructure.

Publicity

15.4 Subject to clause 9, you agree we may identify you as a customer in:

(a) customer lists;

(b) investor materials;

(c) marketing materials;

(d) website references;

unless otherwise agreed in writing.

Relationship of Parties

15.5 Nothing creates:

(a) a partnership;

(b) a joint venture;

(c) a fiduciary relationship;

(d) an employment relationship.

Subcontracting

15.6 We may subcontract any portion of the Services.

15.7 We remain responsible for our subcontractors' acts and omissions to the extent required by Law.

Electronic Execution

15.8 This Agreement may be executed electronically.

15.9 Electronic signatures have the same legal effect as original signatures.

Force Majeure

15.10 Neither Party is liable for delay or failure to perform obligations caused by an event beyond its reasonable control.

15.11 If a Force Majeure Event continues for more than 60 consecutive days, either Party may terminate the affected Services.

Governing Law

15.12 This Agreement is governed by the laws of New South Wales, Australia.

15.13 The Parties submit to the exclusive jurisdiction of the courts of New South Wales.

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16. Definitions

AI Assets

AI Assets means any machine learning models, artificial intelligence systems, large language model configurations, conversational agents, orchestration frameworks, prompt libraries, embeddings, vector databases, classifiers, synthetic datasets, evaluation frameworks, tuning methodologies, workflows, algorithms, machine learning artefacts and related technologies developed, operated, licensed, enhanced or improved by CloudWave Pty Ltd (ACN 162 198 790) trading as NeonNow.ai.

AI Model Partners

means any third-party provider of artificial intelligence systems, machine learning technologies or foundation models used in connection with the Services.

Benchmark Data

means aggregated, anonymised or de-identified performance, usage, operational, workflow, customer experience, automation, service delivery or industry benchmarking data generated from operation of the Services.

Business Day

means a day on which banks are open for business in Sydney, New South Wales excluding Saturdays, Sundays and public holidays.

Commencement Date

means the date upon which the applicable Order Form becomes effective.

Confidential Information

means information disclosed by one Party to the other Party that is confidential by nature, designated confidential, or reasonably understood to be confidential.

Consumer Law Rights

means rights, remedies, guarantees and protections that cannot lawfully be excluded under applicable Law.

Derived Data

means any data, analytics, insights, statistics, metadata, telemetry, behavioural patterns, performance measurements, workflow outcomes, operational information, model signals, benchmark information, evaluations, usage information or other information generated, inferred, transformed, anonymised, de-identified, aggregated or derived from:

(a) Customer Data;

(b) use of the Services;

(c) operation of the Services;

(d) Service Telemetry;

(e) Outputs;

provided such information does not identify an individual or customer.

Fees

means the fees payable under an Order Form.

Intellectual Property Rights

means all present and future intellectual property rights including rights relating to copyright, patents, trademarks, designs, confidential information, trade secrets, databases, software and know-how.

New Materials

means Intellectual Property created, developed, modified, adapted or produced in connection with provision of the Services.

Order Form

means an ordering document entered into by the Parties describing the Services, Fees and applicable commercial terms.

Output

means any content, response, transcript, recording, report, recommendation, automation result, workflow result, communication or other output generated by or through the Services.

Our Materials

means all materials owned, licensed or controlled by us other than Your Materials.

Personal Information

has the meaning given in the Privacy Act 1988 (Cth).

Personnel

means employees, contractors, consultants, subcontractors and agents.

Schedule

means a schedule forming part of this Agreement.

Service Telemetry

means logs, diagnostics, technical metrics, workflow information, system events, operational signals, application performance data, infrastructure metrics and similar machine-generated information produced through operation of the Services.

Services

means the products and services described in an Order Form and applicable Schedules.

Your Data

means information, data, records, content and Personal Information supplied, uploaded, submitted, stored or processed through the Services by you or on your behalf.

For clarity, Your Data does not include:

(a) Derived Data;

(b) Benchmark Data;

(c) Service Telemetry;

(d) AI Assets.

Your Materials

means Intellectual Property owned or controlled by you independently of this Agreement.

SCHEDULE 1

(OUTREACH SERVICES)

This Schedule applies where specified in the relevant Order Form and governs your use of the Outreach Services.

Outreach Services	
Outreach Services	Outreach Services means our communications and engagement platform which enables you to send SMS, messaging and other customer communications to your customers, prospects, patients, members, contacts or end users on a campaign, transactional or recurring basis, including any associated reporting, analytics, workflow automation, artificial intelligence functionality and communication management tools made available by us from time to time.
Special Conditions	**Licence** During the Term, subject to your compliance with the Agreement, we grant you a non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Outreach Services solely for your internal business purposes. **Third Party Vendor** You acknowledge and agree that the Outreach Services may be underpinned by third party providers including Twilio and other telecommunications, messaging, communication and artificial intelligence providers. Your use of the Outreach Services may be subject to any applicable third-party requirements which we notify to you from time to time. We are not liable for any disruption, suspension, degradation or unavailability of the Outreach Services caused by a third-party provider beyond our reasonable control. **Acceptable Use** You must not use the Outreach Services to send, and must ensure your Personnel do not send, any message that: (a) is unlawful, misleading, deceptive, defamatory, fraudulent or offensive; (b) breaches the Spam Act 2003 (Cth), Privacy Act 1988 (Cth) or any applicable telecommunications law; (c) does not include an unsubscribe, opt-out or similar mechanism where required by Law; or (d) is sent without any consent required by applicable Law. You are solely responsible for ensuring messaging campaigns conducted through the Outreach Services comply with all applicable Laws. **Artificial Intelligence** The Outreach Services may incorporate artificial intelligence functionality including content generation, campaign optimisation, audience recommendations, analytics, reporting and automation. Clause 8 of the Agreement applies to any artificial intelligence functionality incorporated into the Outreach Services.

	Campaign Analytics and Improvement Rights You acknowledge and agree that CloudWave Pty Ltd (ACN 162 198 790) trading as NeonNow.ai may collect, generate, analyse and use Service Telemetry, Benchmark Data and Derived Data relating to the Outreach Services. Such information may include message delivery rates, engagement metrics, response patterns, conversion rates, unsubscribe activity, communication performance, workflow execution information and operational analytics. **Benchmarking Rights** CloudWave may create and use Benchmark Data relating to campaign performance, customer engagement, communication effectiveness, delivery outcomes and automation performance, provided such Benchmark Data is anonymised and does not identify you, your Personnel, your customers or any individual. **Product Improvement Rights** CloudWave may use Derived Data, Benchmark Data and Service Telemetry generated through operation of the Outreach Services for: (a) service improvement; (b) workflow optimisation; (c) communication effectiveness analysis; (d) artificial intelligence development and improvement; (e) machine learning; (f) product development; and (g) development of new products and services. **Ownership** For clarity, all Benchmark Data, Derived Data, Service Telemetry and related analytics generated through operation of the Outreach Services are owned by CloudWave and do not constitute Customer Data.

Each Party, upon its acceptance of this Schedule, is bound by, and must comply with, its respective obligations under this Schedule and the Agreement.

SCHEDULE 2

(AGENTIC SERVICES)

This Schedule applies where specified in the relevant Order Form and governs your use of the Agentic Services.

Agentic Services	
Agentic Services	Agentic Services means our artificial intelligence-powered voice, messaging and automation platform that enables autonomous or semi-autonomous engagement with customers, prospects, patients, members, contacts, employees or other end users through voice, SMS, messaging, digital channels or other communication channels. The Agentic Services may utilise technologies provided by us and by third-party AI Model Partners, including speech recognition, speech synthesis, transcription, large language models, conversational artificial intelligence, retrieval systems, workflow automation and orchestration frameworks.
Special Conditions	**Licence** During the Term, subject to your compliance with the Agreement, we grant you a non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Agentic Services solely for your internal business purposes. **Customer Responsibility** You are solely responsible for: (a) the prompts, instructions, workflows, automations and configurations implemented by you; (b) the information made available to the Agentic Services by you; (c) reviewing and approving customer-facing interactions where appropriate; and (d) ensuring your use of the Agentic Services complies with applicable Laws. **Third Party Providers** You acknowledge that the Agentic Services rely upon third-party infrastructure, telecommunications providers, cloud platforms and AI Model Partners. We are not responsible for outages, interruptions, limitations or changes caused by any third-party provider beyond our reasonable control. **Artificial Intelligence Acknowledgement** You acknowledge and agree that: (a) AI-generated content, responses, recommendations and decisions may be inaccurate, incomplete or unsuitable in particular circumstances; (b) Agentic Services may occasionally generate unexpected or undesirable outputs; (c) AI functionality requires appropriate human oversight; (d) you remain responsible for decisions made based upon AI-generated outputs; and (e) the Agentic Services do not constitute legal, medical, financial or professional advice.

Prohibited Uses Unless expressly agreed by us in writing, you must not use the Agentic Services for:
(a) emergency services;
(b) emergency response dispatch;
(c) medical diagnosis;
(d) medical triage;
(e) life-critical systems; or
(f) any use case where failure of the Agentic Services may reasonably result in death, serious injury or significant legal liability.

Conversation Intelligence The Agentic Services may capture, generate, process or analyse transcripts, recordings, prompts, responses, interaction metadata, workflow outcomes, evaluation results, operational analytics and communication performance metrics.

AI Learning Rights Subject to the Agreement, CloudWave Pty Ltd (ACN 162 198 790) trading as NeonNow.ai may collect, generate, analyse and use Derived Data, Benchmark Data and Service Telemetry generated through operation of the Agentic Services. Such information may include:
(a) conversational patterns;
(b) workflow outcomes;
(c) automation performance metrics;
(d) prompt effectiveness;
(e) caller engagement metrics;
(f) containment rates;
(g) customer experience metrics;
(h) speech recognition performance; and
(i) voice interaction analytics.

Model Improvement Rights CloudWave may use Derived Data, Benchmark Data and Service Telemetry generated through operation of the Agentic Services for:
(a) model evaluation;
(b) model optimisation;
(c) speech recognition improvement;
(d) speech synthesis improvement;
(e) workflow optimisation;
(f) orchestration optimisation;
(g) prompt optimisation;
(h) machine learning;
(i) artificial intelligence development; and
(j) product development.

Benchmarking Rights CloudWave may create, use and commercialise Benchmark Data relating to conversational performance, automation effectiveness, customer engagement, containment rates, operational performance and industry benchmarks, provided such Benchmark Data is anonymised and does not identify you, your Personnel, your customers or any individual.

	Workflow and Orchestration Rights To the extent permitted by Law, CloudWave retains ownership of all workflows, orchestration frameworks, automation methodologies, prompt libraries, evaluation frameworks, testing methodologies, tuning methodologies and other AI Assets operated, developed or enhanced in connection with the Agentic Services. **Agentic Assets** All improvements, enhancements, refinements or optimisations made to AI Assets through operation of the Agentic Services remain the exclusive property of CloudWave. **Ownership** For clarity, all Benchmark Data, Derived Data, Service Telemetry, AI Assets, workflow intelligence, orchestration improvements and related analytics generated through operation of the Agentic Services are owned by CloudWave and do not constitute Customer Data.

Each Party, upon its acceptance of this Schedule, is bound by, and must comply with, its respective obligations under this Schedule and the Agreement.

SCHEDULE 3

(CX SERVICES)

This Schedule applies where specified in the relevant Order Form and governs your use of the CX Services.

CX Services	
CX Services	CX Services means our cloud-based contact centre, customer experience, workforce engagement, analytics, communications, automation and artificial intelligence platform, including solutions built upon or integrated with Amazon Web Services, Amazon Connect and other supporting technologies, which enables users to receive, manage, analyse, automate and respond to customer interactions across one or more channels.
Special Conditions	**Licence** During the Term, subject to your compliance with the Agreement, we grant you a non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the CX Services solely for your internal business purposes. **Third Party Providers** You acknowledge and agree that the CX Services rely upon infrastructure, platforms and services provided by third parties including Amazon Web Services, telecommunications providers, artificial intelligence providers, CRM providers and other technology providers. We are not responsible for outages, interruptions, limitations, service degradation or changes caused by third-party systems beyond our reasonable control. **Customer Integrations** The CX Services may be integrated with customer systems, CRM platforms, enterprise applications, databases, communications platforms and other third-party solutions selected by you. You are responsible for ensuring you have all rights, permissions and licences required for such integrations. We are not liable for the availability, operation, security or performance of any third-party system not controlled by us. **Artificial Intelligence** The CX Services may incorporate artificial intelligence functionality including transcriptions, summaries, sentiment analytics, agent-assist functionality, recommendations, workflow automation, quality management, forecasting and customer experience analytics. Clause 8 of the Agreement applies to all artificial intelligence functionality incorporated into the CX Services. **Customer Responsibility** You acknowledge and agree that your Personnel remain responsible for decisions, actions and customer interactions conducted through the CX Services regardless of whether AI-assisted functionality is utilised. AI-generated outputs should be reviewed and validated prior to reliance where appropriate. **Operational Analytics and Intelligence** The CX Services may generate

operational analytics, customer experience analytics, workflow analytics, workforce analytics, interaction analytics, quality management metrics and performance metrics. Such analytics may include information relating to queue performance, agent performance, interaction outcomes, automation outcomes, service levels, customer engagement, routing effectiveness, containment rates, transfer rates, handle times, workforce utilisation and system performance.

Contact Centre Benchmarking Rights CloudWave Pty Ltd (ACN 162 198 790) trading as NeonNow.ai may create, generate, analyse and utilise Benchmark Data relating to contact centre performance, customer service operations, workforce performance, customer engagement and automation effectiveness. Such Benchmark Data must be anonymised and must not identify you, your Personnel, your customers or any individual.

Service Telemetry Rights You acknowledge that operation of the CX Services generates Service Telemetry. CloudWave may collect, retain and use Service Telemetry for operational, security, service delivery, analytics, benchmarking, optimisation and product development purposes.

Continuous Improvement Rights CloudWave may use Derived Data, Benchmark Data and Service Telemetry generated through operation of the CX Services for:
(a) service improvement;
(b) workflow optimisation;
(c) customer experience improvement;
(d) workforce optimisation;
(e) machine learning;
(f) artificial intelligence development;
(g) analytics development;
(h) product development; and
(i) development of new products and services.

Agent Assist and Automation Learning Rights CloudWave may use Derived Data, Benchmark Data and Service Telemetry associated with interaction outcomes, workflow performance, agent assistance, automation performance and contact-centre analytics to improve the Services and AI Assets.

Quality and Performance Analytics CloudWave may create and commercialise anonymised analytics, benchmarks, reports and industry insights derived from operation of the CX Services provided such outputs do not disclose Customer Confidential Information or identify any individual customer.

Ownership For clarity, all Benchmark Data, Derived Data, Service Telemetry, contact-centre benchmarks, operational intelligence, workflow intelligence, analytics and related insights generated through operation of the CX Services are owned by CloudWave and do not constitute Customer Data.

Each Party, upon its acceptance of this Schedule, is bound by, and must comply with, its respective obligations under this Schedule and the Agreement.

SCHEDULE 4

(CX COMMUNICATIONS RECURRING PLATFORM SERVICES)

This Schedule applies only where Schedule 3 (CX Services) also applies. This Schedule governs the CX Communications Recurring Platform Services. The CX Communications Recurring Platform Services are an add-on to, and cannot be acquired independently of, the CX Services.

CX Communications Recurring Platform Services	
CX Communications Recurring Platform Services	CX Communications Recurring Platform Services means our customer communications, engagement, journey orchestration, workflow automation and recurring engagement platform that enables the creation, management, delivery and optimisation of recurring communications, reminders, notifications, campaigns, customer journeys, appointment communications, service communications and engagement workflows across one or more communication channels.
Special Conditions	**Licence** During the Term, subject to your compliance with the Agreement, we grant you a non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the CX Communications Recurring Platform Services solely for your internal business purposes. **Third Party Providers** You acknowledge that the CX Communications Recurring Platform Services may rely upon third-party providers including New Wave, telecommunications providers, cloud providers, messaging providers and artificial intelligence providers. We are not liable for any disruption, degradation, suspension or unavailability caused by a third-party provider beyond our reasonable control. **Customer Communications** You are responsible for ensuring that all communications initiated, scheduled, configured or delivered through the CX Communications Recurring Platform Services comply with applicable Laws, including privacy, telecommunications, anti-spam and consent requirements. **Artificial Intelligence** The CX Communications Recurring Platform Services may incorporate artificial intelligence functionality including content generation, journey optimisation, engagement recommendations, customer segmentation, workflow recommendations, scheduling optimisation and communication analytics. Clause 8 of the Agreement applies to all artificial

intelligence functionality incorporated into the Services.

Journey Analytics and Communication Intelligence The CX Communications Recurring Platform Services may generate analytics relating to customer engagement, journey performance, channel effectiveness, campaign effectiveness, communication preferences, automation outcomes, appointment attendance, conversion outcomes, response behaviours, engagement trends and workflow performance.

Platform Intelligence Rights CloudWave Pty Ltd (ACN 162 198 790) trading as NeonNow.ai may collect, create, analyse and utilise Derived Data, Benchmark Data and Service Telemetry generated through operation of the CX Communications Recurring Platform Services. Such information may include customer journey performance, engagement metrics, workflow outcomes, campaign analytics, scheduling analytics, channel utilisation metrics and communication effectiveness metrics.

Benchmarking Rights CloudWave may create, use and commercialise anonymised Benchmark Data relating to customer engagement, recurring communications, customer journeys, appointment communications, engagement outcomes, communications effectiveness and workflow performance, provided such Benchmark Data does not identify you, your Personnel, your customers or any individual.

Continuous Improvement Rights CloudWave may use Derived Data, Benchmark Data and Service Telemetry generated through operation of the CX Communications Recurring Platform Services for:
(a) service improvement;
(b) workflow optimisation;
(c) customer journey optimisation;
(d) communications optimisation;
(e) machine learning;
(f) artificial intelligence development;
(g) analytics development;
(h) product development; and
(i) development of new products and services.

Engagement Analytics Rights CloudWave may analyse and utilise anonymised engagement patterns, response rates, attendance rates, conversion rates, customer journey outcomes and communication performance metrics to improve the Services and AI Assets.

Ownership For clarity, all Benchmark Data, Derived Data, Service Telemetry, engagement analytics, communication intelligence, customer journey intelligence, workflow intelligence and related

	analytics generated through operation of the CX Communications Recurring Platform Services are owned by CloudWave and do not constitute Customer Data.

Each Party, upon its acceptance of this Schedule, is bound by, and must comply with, its respective obligations under this Schedule and the Agreement.

SCHEDULE 5

(PROFESSIONAL SERVICES)

This Schedule applies where specified in the relevant Order Form and sets out the terms applicable to any Professional Services supplied by CloudWave Pty Ltd (ACN 162 198 790) trading as NeonNow.ai.

Professional Services	
Professional Services	Professional Services means implementation, onboarding, integration, solution design, architecture, consulting, advisory services, business analysis, configuration, customisation, training, project delivery, optimisation services, managed projects, AI enablement services, automation services, migration services and custom development services supplied by us from time to time.
Special Conditions	**Supply of Professional Services** We will perform the Professional Services using reasonable care, skill and diligence, consistent with generally accepted industry standards. **Customer Dependencies** In order for us to perform the Professional Services, you must provide all information, access, documentation, personnel availability, system access and cooperation reasonably required by us. We are not responsible for delays caused by your failure to provide such assistance. **Customer Responsibilities** Prior to commencement of the Professional Services, you agree to: (a) maintain current backups of Your Data and relevant systems; (b) provide all required information and access; (c) ensure key stakeholders are available where required; and (d) notify affected personnel of any planned changes, outages or service impacts associated with the Professional Services. **Project Assumptions** Any estimates, delivery dates, project plans, implementation plans, milestone dates, workshop schedules or resource assumptions are dependent upon timely cooperation by you and may be adjusted where delays occur outside our reasonable control. **Acceptance of Deliverables** Unless otherwise specified in an Order Form, any deliverable provided as part of the Professional Services will be deemed accepted if: (a) you notify us in writing that it is accepted; or (b) ten (10) Business Days elapse after delivery without written notice identifying any material non-conformance. **Custom Development** Where Professional Services include custom

	development, integrations, workflows, automations, connectors, scripts, prompts, templates, reports, dashboards or configuration work, ownership will be determined in accordance with clause 6 of the Agreement. **Reusable Materials** Notwithstanding any other provision of this Agreement, CloudWave retains ownership of all methodologies, frameworks, templates, playbooks, scripts, architectures, workflows, automations, connectors, accelerators, prompt libraries, deployment methodologies, implementation approaches, integration patterns and reusable materials developed, used or enhanced during the provision of the Professional Services. **General Know-How** Nothing in this Agreement prevents CloudWave from using any skills, experience, know-how, ideas, techniques, concepts, methods, expertise or knowledge acquired while performing the Professional Services, provided that CloudWave does not disclose your Confidential Information. **AI and Automation Methodologies** To the extent Professional Services involve artificial intelligence, automation, orchestration, workflow design, prompt engineering or machine learning, CloudWave retains ownership of all associated methodologies, frameworks, evaluation approaches, testing methodologies and AI Assets. **Improvement Rights** CloudWave may incorporate learnings, enhancements, operational insights, implementation approaches, deployment methodologies, solution architectures and best practices developed during the Professional Services into its products, services, methodologies and AI Assets, provided that any use of Customer information complies with the Agreement. **Benchmarking and Analytics** CloudWave may create Derived Data, Benchmark Data and Service Telemetry relating to implementation performance, project delivery performance, adoption metrics, workflow effectiveness, platform utilisation and operational outcomes, provided such information is anonymised and does not identify you, your Personnel, your customers or any individual. **Ownership** For clarity, all methodologies, frameworks, implementation approaches, deployment methodologies, reusable components, Benchmark Data, Derived Data, Service Telemetry, AI Assets, operational insights and general know-how developed, enhanced or utilised during the Professional Services remain owned by CloudWave and do not constitute Customer Data.

Each Party, upon its acceptance of this Schedule, is bound by, and must comply with, its respective obligations under this Schedule and the Agreement.

SCHEDULE 6

(SUPPORT SERVICES)

This Schedule applies where specified in the relevant Order Form and sets out the terms applicable to the Support Services.

Support Services	
Support Services	Support Services means the support, maintenance, technical assistance, troubleshooting, incident management, service restoration, platform administration, operational support, monitoring, diagnostics, advisory services and related support activities supplied by CloudWave Pty Ltd (ACN 162 198 790) trading as NeonNow.ai in respect of the Services. Support Services may be provided remotely, electronically, by telephone, through ticketing systems, through collaboration platforms or on-site where expressly agreed in writing.
Special Conditions	**Support Requests** You may submit requests for Support Services through such support channels as we notify to you from time to time, including support portals, service desks, ticketing systems, email addresses or telephone support channels (each a **Support Request**). **Response Prioritisation** We will use commercially reasonable efforts to respond to Support Requests having regard to their severity, impact, urgency and the resources available at the time. We may prioritise critical service-impacting incidents over lower-priority requests. **Customer Responsibilities** In order for us to provide Support Services, you must: (a) provide all information reasonably required to investigate the issue; (b) provide reasonable access to systems, environments and personnel where necessary; (c) cooperate with troubleshooting and diagnostic activities; and (d) implement recommendations reasonably required to enable the issue to be resolved. **Reasonable Usage** Where Support Services are supplied on a fixed-fee basis, you acknowledge that the Fees are based on reasonable expected usage levels. Where your usage materially exceeds reasonable expected usage levels, we may notify you and discuss appropriate adjustments to the support arrangement, including revised service levels, additional support services or revised Fees. **Service Levels** Where applicable, the Support Services will be provided in accordance with the Service Levels specified in Annexure 1, the applicable Order Form or any support plan purchased by you.

Support Analytics Rights You acknowledge and agree that CloudWave may collect, analyse and utilise information relating to Support Requests, incident history, remediation activities, platform diagnostics, service performance, troubleshooting outcomes and system utilisation metrics.

Service Telemetry Rights The Services may generate Service Telemetry including logs, diagnostics, system metrics, workflow metrics, operational information, infrastructure information, system events and performance information. CloudWave may collect, retain and utilise such Service Telemetry for operational, security, support, analytics, service delivery and product improvement purposes.

Continuous Improvement Rights CloudWave may use Derived Data, Benchmark Data and Service Telemetry generated through the provision of Support Services for:
(a) incident prevention;
(b) service improvement;
(c) infrastructure optimisation;
(d) workflow optimisation;
(e) support automation;
(f) machine learning;
(g) artificial intelligence development;
(h) product development; and
(i) development of new products and services.

Support Intelligence Rights CloudWave may analyse incident trends, service outages, recurring issues, diagnostic results, remediation outcomes and support effectiveness metrics to improve service delivery, operational processes and AI Assets.

Benchmarking Rights CloudWave may create, use and commercialise anonymised Benchmark Data relating to support operations, incident management, service performance, reliability, availability, remediation effectiveness and customer experience, provided such Benchmark Data does not identify you, your Personnel, your customers or any individual.

AI-Assisted Support CloudWave may utilise artificial intelligence technologies to provide, augment or improve Support Services, including ticket classification, incident prioritisation, troubleshooting recommendations, diagnostic assistance, remediation recommendations and operational analytics. Clause 8 of the Agreement applies to any such artificial intelligence functionality.

Ownership For clarity, all Benchmark Data, Derived Data, Service Telemetry, support analytics, incident intelligence, remediation intelligence, operational intelligence and related insights generated through operation of the Support Services are owned by CloudWave and do not constitute Customer Data.

Each Party, upon its acceptance of this Schedule, is bound by, and must comply with, its respective obligations under this Schedule and the Agreement.

ANNEXURE 1 – SERVICE LEVEL AGREEMENT

1. Overview

This Service Level Agreement applies to the Support Services supplied under Schedule 6 and forms part of the Agreement.

In the event of any inconsistency between this Service Level Agreement and the Agreement, the Agreement prevails.

In the event of any inconsistency between this Service Level Agreement and an Order Form, the Order Form prevails.

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2. Definitions

Unless otherwise defined in the Agreement:

Business Hours means 8:00am to 5:00pm Monday to Friday (Sydney time), excluding public holidays in New South Wales.

Critical Incident means an Incident which causes a complete outage of a production Service and materially prevents business operations.

High Priority Incident means an Incident causing substantial degradation of a production Service where no reasonable workaround exists.

Medium Priority Incident means an Incident causing limited degradation of a production Service where a workaround may exist.

Low Priority Incident means a cosmetic defect, general enquiry, enhancement request or Incident having minimal operational impact.

Incident means a defect, error, failure, outage or malfunction in the Services which is not caused by Customer systems, third-party systems outside CloudWave's control, misuse of the Services, Force Majeure Events or Customer acts or omissions.

Response Time means the period between receipt of a valid Support Request and acknowledgement by CloudWave.

Resolution Time means the period between acknowledgement of an Incident and implementation of:

(a) a resolution;

(b) a workaround; or

(c) a service restoration.

Support Request has the meaning given in Schedule 6.

Support Intelligence means any Derived Data, Benchmark Data, Service Telemetry, analytics, patterns, trends, operational metrics, diagnostic outcomes, remediation outcomes, service-performance insights or support-operation insights generated through the provision of Support Services.

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3. Service Availability

CloudWave will use commercially reasonable efforts to provide the Support Services in accordance with the following Service Levels.

Priority	Description	Availability Window	Response Time	Resolution Target	Status Updates
Priority 1	Critical Incident	24x7	1 Hour	Continuous effort until restoration	Every 2 Hours
Priority 2	High Priority Incident	Business Hours	4 Business Hours	2 Business Days	Daily
Priority 3	Medium Priority Incident	Business Hours	1 Business Day	5 Business Days	Every 2 Business Days
Priority 4	Low Priority Incident	Business Hours	2 Business Days	Commercially reasonable efforts	As requested

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4. Priority Classification

Priority 1 – Critical

An Incident that:

- causes a complete production outage;
- prevents users from accessing a critical Service;
- causes a severe business interruption; or
- presents a significant cybersecurity risk.

Priority 2 – High

An Incident that:

- substantially impairs functionality;
- significantly impacts business operations; and
- has no acceptable workaround.

Priority 3 – Medium

An Incident that:

- affects a business process;
- degrades functionality;
- has a workaround available; or
- impacts a limited number of users.

Priority 4 – Low

An Incident that:

- has minimal operational impact;
- concerns cosmetic functionality;
- constitutes a feature request; or
- relates to general questions or advice.

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5. Time Measurement

Response Time and Resolution Time apply only during the applicable Availability Window.

Where a Support Request is submitted outside the Availability Window, measurement commences at the beginning of the next applicable Availability Window.

Priority 1 Incidents are measured continuously on a 24x7 basis.

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6. Exclusions

The Service Levels do not apply where an Incident is caused by:

(a) Customer systems;

(b) Customer networks;

(c) Customer internet connectivity;

(d) third-party systems outside CloudWave's reasonable control;

(e) Force Majeure Events;

(f) misuse of the Services;

(g) unauthorised modifications to the Services;

(h) scheduled maintenance notified in advance.

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7. Support Intelligence and Improvement Rights

Customer acknowledges that operation of the Support Services generates:

(a) Support Intelligence;

(b) Benchmark Data;

(c) Derived Data;

(d) Service Telemetry.

CloudWave may collect, analyse, utilise and retain such information for:

- service improvement;
- operational optimisation;
- incident prevention;
- machine learning;
- artificial intelligence development;
- analytics;
- product development;

- creation of new products and services.

For clarity, all Support Intelligence is owned by CloudWave and does not constitute Customer Data.

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8. Service Credits

The Parties acknowledge that the Support Services are intended to support the Services and not operate as a standalone managed service.

Except where expressly agreed in an Order Form, failure to meet a Service Level does not entitle Customer to service credits, refunds or rebates.

If service credits are agreed in an Order Form, the service credit regime specified in that Order Form will apply.

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9. Continuous Improvement

Customer acknowledges that CloudWave may use anonymised and aggregated Support Intelligence, Benchmark Data, Derived Data and Service Telemetry generated through operation of the Support Services to continuously improve:

- Services;
- AI Assets;
- support processes;
- operational procedures;
- automation capabilities;
- diagnostic capabilities;
- remediation capabilities.

Support Portal: Customer Guide | Halo

Introduction

NeonNow AI offers a range of support plans, please refer to your support contract for specific response SLAs and account management escalation points.

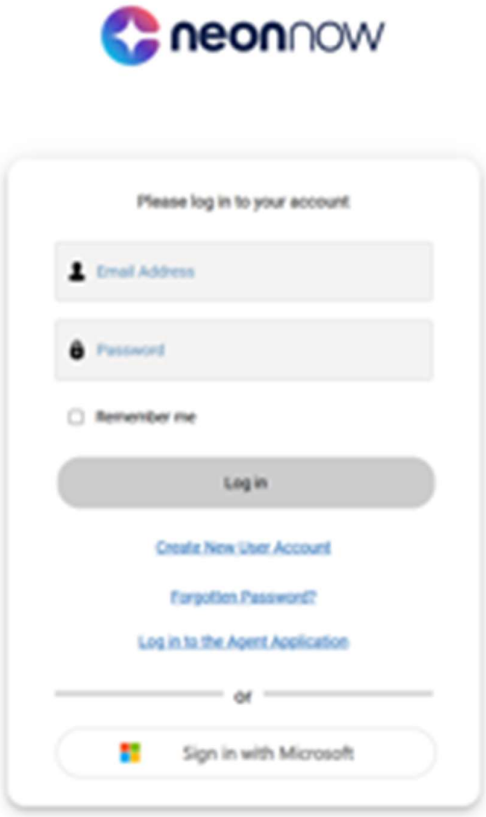
Ticket Creation Channels

Support can be requested through the following channels:

- Support Portal https://support.neonnow.ai (preferred): Customers can log tickets directly via the NeonNow AI self-service support portal. Priority, customer identity can be much better established via this means.
- Phone Call: Direct calls to support can trigger ticket creation, especially for urgent issues, or to escalate existing tickets. Phone calls will trigger a call-out to rostered on-call support engineering teams 24x7 365. (Our 24/7 support number. 1800 941 117 (Australian toll free), +61 2 8776 3911 (international direct dial))

Accessing the Support Portal

The support portal is accessed via this website : https://support.neonnow.ai



If the user doesn't have an account, they can select the "Create New User Account" option.

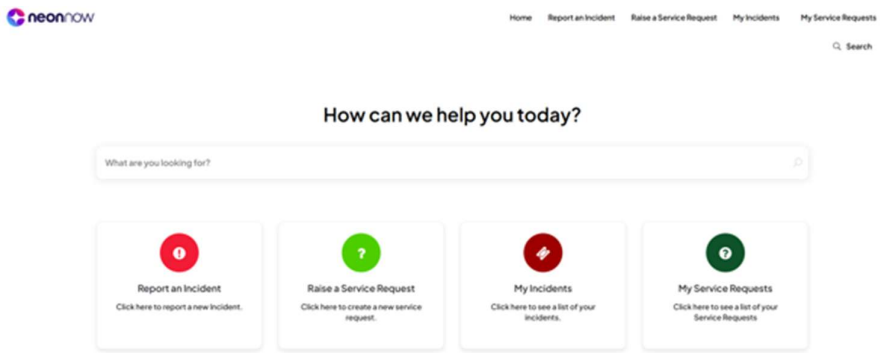
Required fields for a new account are:

- email address
- First name
- Last name

An email will be sent to the email address with a link to finish creating the account by setting a password.

Using the Support Portal

After logging in, the portal homepage presents options to create a ticket, or view and update existing tickets.



The "Report an Incident" and "Raise a Service Request" buttons will open a form to create a ticket. Mandatory details are indicated by a *. Once the form has been completed, clicking the "Submit" button will create the ticket.

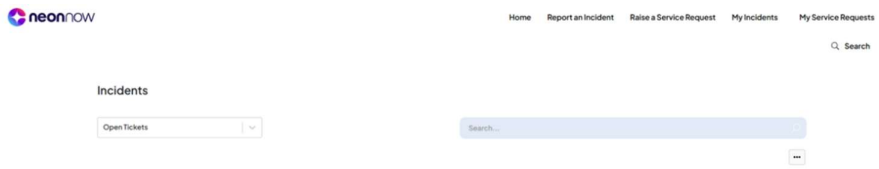
Incident Severity Matrix:

Impact & Urgency	**Resulting Priority**	**Description**
Company Wide / High	P1 – Critical	The Software is inoperable or a core function of the Software is unavailable. i.e. an issue that results in the loss of one or more critical functions of the service, interrupts call completion for all or most of the calls and agents, unable to conduct normal business. For example, the system is unavailable or staff are unable to make or receive calls through the system

Company Wide / Medium Multiple Users Affected / High	P2 – High	A core function of the Software is significantly impaired. i.e. An issue that results in the loss of one or more critical functions of the service, interrupts call completion or performance for the majority of calls, however can be circumvented or avoided on a temporary basis, until the problem can be resolved. For example, System performance has decreased but is still functional. Reporting or monitoring is not functional. Some functions may be impaired but work-arounds have been provided until a solution can be delivered. Calls are failing but can be rerouted to another site or platform
Company Wide / Low Multiple Users Affected / Medium Single User Affected / High	P3 – Normal	A core function of the Software is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Software is significantly impaired. i.e. an issue that does not impact the customer's ability to use the service and has no impact on their business operations. For example, the problem or error has a work-around that gives correct output as required. The problem or error is related to administration functions, routine maintenance or diagnostic capabilities, or are cosmetic changes
Multiple Users Affected / Low Single User Affected / Medium/Low	P4 – Low	Any impairment of the Software not falling into the above categories; and any cosmetic issue affecting the Software.

Existing Tickets

Existing tickets can be accessed via the "My Incidents" and "My Service Requests" pages. On these pages, if the user has permission to view tickets for other users within their company, they can reveal these tickets by selecting "All Tickets" from the ticket filter drop down.



Best Practices

Keep communications relating to tickets within the tickets themselves - this ensures appropriate global coverage, but also ensures Account Managers can see accurate ticket history/state.

SCHEDULE 7

(CX MANAGED SERVICES)

This Schedule applies where specified in the relevant Order Form and governs the CX Managed Services also referred to as "Enablement Recurring" and "CX AI Recurring Innovation" Products.

CX Managed Services	
CX Managed Services	CX Managed Services means a managed customer experience, communications, automation, artificial intelligence, platform optimisation and advisory service provided by CloudWave Pty Ltd (ACN 162 198 790) trading as NeonNow.ai. The CX Managed Services may include access to one or more Services, recurring optimisation activities, consulting services, innovation workshops, platform administration, implementation services, support services, automation services, artificial intelligence services, business process optimisation services and other services specified in the applicable Order Form.
Special Conditions	**Managed Services Model** The CX Managed Services provide a bundled commercial offering that combines platform access, support, optimisation services, consulting services, innovation activities and other agreed services under a single managed services arrangement. **Included Services** The CX Managed Services may include: (a) access to one or more Services; (b) Professional Services; (c) Support Services; (d) optimisation services; (e) solution design services; (f) innovation workshops; (g) training services; (h) automation services; and (i) other services specified in the applicable Order Form. **Professional Services Allocation** Where an Order Form includes a recurring allocation of Professional Services hours, days or credits, such allocation must be utilised within the applicable billing period unless otherwise agreed in writing. Unused allocations expire at the end of the applicable period and do not carry forward unless expressly stated in the Order Form. **Scheduling** You must provide reasonable advance notice when requesting utilisation of Professional Services allocations, workshops, project work or optimisation activities. We will use reasonable efforts to accommodate requested scheduling but do not guarantee availability at a particular time. **Continuous Improvement Program** You acknowledge that a key purpose

of the CX Managed Services is the continuous optimisation and improvement of customer experience operations, communications, workflows, automations, reporting, analytics, artificial intelligence capabilities and business outcomes.

Innovation Services From time to time, CloudWave may recommend improvements, optimisations, workflow modifications, automation opportunities, artificial intelligence opportunities, integration opportunities or operational improvements. You may elect whether or not to implement such recommendations.

Managed Services Analytics CloudWave may generate, analyse and utilise Service Telemetry, Derived Data, Benchmark Data and operational insights arising from operation of the CX Managed Services. Such information may include workflow performance, automation outcomes, implementation outcomes, customer experience metrics, operational efficiency metrics, adoption metrics, engagement metrics, service utilisation metrics and optimisation outcomes.

Innovation Rights CloudWave may utilise anonymised and aggregated learnings, best practices, methodologies, implementation patterns, optimisation approaches, operational frameworks and service delivery approaches developed through provision of the CX Managed Services to improve its Services, operations, methodologies, AI Assets and commercial offerings.

Optimisation Rights CloudWave may utilise Derived Data, Benchmark Data and Service Telemetry generated through operation of the CX Managed Services for:
(a) workflow optimisation;
(b) operational optimisation;
(c) artificial intelligence development;
(d) automation improvement;
(e) machine learning;
(f) product development;
(g) service improvement; and
(h) creation of new products and services.

Methodologies and Frameworks CloudWave retains ownership of all methodologies, frameworks, playbooks, service delivery models, implementation approaches, optimisation methodologies, operating models, accelerators, templates, automation frameworks, orchestration frameworks and AI Assets used, developed or enhanced in connection with the CX Managed Services.

General Know-How Nothing in this Agreement restricts CloudWave from using any skills, experience, techniques, methodologies, concepts, ideas, knowledge, expertise or know-how acquired while providing the CX Managed Services, provided CloudWave does not disclose your Confidential Information.

	Benchmarking Rights CloudWave may create, use and commercialise Benchmark Data relating to operational effectiveness, customer experience performance, communications performance, automation effectiveness, workforce performance, service maturity, AI adoption and digital transformation outcomes, provided such Benchmark Data does not identify you, your Personnel, your customers or any individual. **AI and Innovation Learning Rights** Where the CX Managed Services include artificial intelligence, automation, orchestration, optimisation or innovation activities, CloudWave may utilise anonymised and aggregated learnings generated through such activities to improve its AI Assets, Services and methodologies. **Ownership** For clarity, all Benchmark Data, Derived Data, Service Telemetry, operational insights, innovation insights, optimisation insights, service delivery methodologies, implementation frameworks, operational frameworks, AI Assets and related analytics generated, utilised or enhanced through operation of the CX Managed Services are owned by CloudWave and do not constitute Customer Data.

Each Party, upon its acceptance of this Schedule, is bound by, and must comply with, its respective obligations under this Schedule and the Agreement.

SCHEDULE 8

(AI GOVERNANCE AND DATA PROCESSING ADDENDUM)

This Schedule applies where specified in the relevant Order Form or where the Services involve the collection, processing, storage, transmission or use of Personal Information, Customer Data, artificial intelligence functionality or machine learning technologies.

This Schedule supplements the Agreement and forms part of the Agreement.

AI Governance and Data Processing	
Purpose	This Schedule sets out the Parties' respective obligations relating to data handling, privacy, information security, artificial intelligence governance, responsible AI practices and use of Customer Data in connection with the Services.
Special Conditions	**Privacy and Data Protection** CloudWave will implement and maintain reasonable technical, organisational and administrative safeguards designed to protect Customer Data and Personal Information against unauthorised access, disclosure, alteration, loss or destruction. **Customer Responsibilities** You are responsible for ensuring that: (a) you have the lawful right to collect, use, disclose and provide Customer Data to CloudWave; (b) you obtain any required consents; (c) your use of the Services complies with applicable Laws. **Artificial Intelligence Governance** CloudWave will operate AI-enabled Services in accordance with reasonable industry practices for transparency, accountability, human oversight and risk management. **Human Oversight** Customer acknowledges that artificial intelligence functionality is intended to assist users and workflows and should not be relied upon as the sole basis for decisions that may materially impact individuals or business operations without appropriate review. **AI Transparency** Where practical, CloudWave may make available information regarding the role of artificial intelligence functionality within the Services, including limitations and intended use cases. **AI Limitations** Customer acknowledges that AI-generated outputs may contain inaccuracies, omissions or unexpected results and remain subject to human review and validation.

	Information Security CloudWave will maintain reasonable administrative, technical and physical safeguards designed to protect the confidentiality, integrity and availability of the Services and Customer Data. **Security Incident Notification** CloudWave will notify Customer within a reasonable time after becoming aware of a material cybersecurity incident affecting Customer Data for which CloudWave is responsible. **Subprocessors and Third Party Providers** Customer acknowledges that CloudWave may utilise third-party infrastructure providers, AI Model Partners, telecommunications providers and service providers in delivering the Services. CloudWave will take reasonable steps to ensure such providers are subject to appropriate contractual obligations where required.

1. Data Processing

1.1 CloudWave may process Customer Data solely for the purposes of:

(a) providing the Services;

(b) supporting the Services;

(c) securing the Services;

(d) improving the Services;

(e) fulfilling its obligations under the Agreement;

(f) complying with applicable Laws.

1.2 CloudWave will not sell Customer Personal Information to third parties.

1.3 CloudWave may disclose Customer Data where required by Law, court order or regulatory authority.

2. Data Residency

2.1 Unless otherwise specified in an Order Form, Customer acknowledges that data processing activities may occur in jurisdictions utilised by CloudWave and its service providers.

2.2 Where Customer requires specific data residency obligations, such requirements must be expressly documented in an Order Form.

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3. Artificial Intelligence Governance

3.1 CloudWave will take reasonable steps to:

(a) monitor AI system performance;

(b) evaluate AI system outputs;

(c) identify significant operational issues;

(d) improve AI functionality over time.

3.2 Customer acknowledges that:

(a) artificial intelligence technologies continue to evolve;

(b) outputs may vary over time;

(c) absolute accuracy cannot be guaranteed.

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4. Responsible AI Principles

CloudWave aims to operate AI-enabled Services consistent with the following principles:

Fairness

AI systems should be designed to minimise unreasonable bias and support equitable outcomes.

Transparency

CloudWave will seek to provide reasonable transparency regarding AI-enabled functionality where practical.

Accountability

CloudWave maintains responsibility for operation of the Services and associated AI Assets.

Human Oversight

AI-enabled functionality is intended to augment human decision-making, not replace it.

Security

AI-enabled functionality will be subject to CloudWave's security and operational controls.

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5. AI Training Policy

5.1 Customer retains ownership of Customer Data in accordance with the Agreement.

5.2 CloudWave will not knowingly use identifiable Customer Personal Information or Customer Confidential Information to train foundation models generally made available to unrelated third parties.

5.3 Nothing in clause 5.2 restricts CloudWave from using:

(a) Derived Data;

(b) Benchmark Data;

(c) Service Telemetry;

(d) anonymised information;

(e) de-identified information;

(f) operational analytics;

(g) workflow analytics; or

(h) Support Intelligence;

for service improvement, product improvement, machine learning, artificial intelligence development and operation of AI Assets.

5.4 Customer acknowledges and agrees that CloudWave may use Derived Data, Benchmark Data and Service Telemetry to:

(a) improve AI Assets;

(b) develop AI Assets;

(c) evaluate AI Assets;

(d) optimise AI Assets;

(e) improve workflows;

(f) improve automations;

(g) improve customer outcomes;

(h) develop new products and services.

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6. Audit and Compliance

6.1 Upon reasonable written request and not more than once in any twelve (12) month period, CloudWave will provide Customer with reasonable information regarding its security and compliance practices.

6.2 Any audit or review requested by Customer:

(a) must be reasonable in scope;

(b) must not interfere with CloudWave operations;

(c) must protect the confidentiality of CloudWave intellectual property, methodologies and AI Assets.

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7. Ownership and Intellectual Property

7.1 Nothing in this Schedule modifies ownership rights established elsewhere in the Agreement.

7.2 For clarity:

Customer owns:

- Customer Data;
- Customer Confidential Information;
- Customer Materials.

CloudWave owns:

- AI Assets;
- Derived Data;
- Benchmark Data;
- Service Telemetry;
- Support Intelligence;
- Operational Intelligence;
- Workflow Intelligence;
- Prompt Libraries;
- Orchestration Frameworks;
- Methodologies;
- Improvements;
- Analytics;
- Models;
- Machine Learning Artefacts.

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8. Survival

8.1 This Schedule survives termination or expiry of the Agreement to the extent necessary to give effect to:

(a) privacy obligations;

(b) confidentiality obligations;

(c) security obligations;

(d) ownership rights;

(e) AI Asset rights;

(f) Derived Data rights;

(g) Benchmark Data rights;

(h) Service Telemetry rights.