

Service Schedule – Managed IT Services

1. About this Service Schedule

1.1. This Service Schedule applies where a Quotation that you and we execute expressly provides for our supply of one or more of the following services to you:

- (a) General Managed IT Services;
- (b) Technical Support Services;
- (c) Managed Cloud Backup Services;
- (d) Managed Equipment Hosting Services;
- (e) Managed Software and Data Hosting Services;
- (f) Managed Microsoft 365 Services;
- (g) Managed Cloud Services;
- (h) Managed Antivirus and Firewall Services; and
- (i) Managed Cyber Security Services; and

1.2. This Service Schedule must be read in conjunction with our Terms of Service and the other documents that comprise the Agreement. Words starting with a capital letter in this Service Schedule that are not otherwise defined in this Service Schedule have the meanings given to them in the Terms of Service.

2. General Managed IT Services

2.1. If “General Managed IT Services” is specified in a Quotation, we will:

- (a) check the logs for the items that the Quotation specifies will be covered by General Managed IT Services (**Supported Item(s)**) either continuously or regularly and read any error notifications issued by the Supported Items by email to us with respect to errors reported by the Supported Items; and
- (b) install firmware updates and other software patches and updates to the Supported Items promptly after receiving notice of the existence of the updates and patches where they are available to us free of charge or paid for by you,

(individually and collectively, **General Managed IT Services**).

3. Technical Support Services

3.1. If “Technical Support Services” is specified in a Quotation, we will provide the following services:

- (a) we will operate a support helpdesk through which you can request technical support from us with respect to any Supported Item (**Support Request**) if the Supported Item is repeatedly not operating substantially in accordance with the Specifications (**Error**);
- (b) if you issue a Support Request, we will:
 - (i) acknowledge receipt of the Support Request and assign a priority to the Error (low, medium, high or critical);
 - (ii) use our best endeavours to resolve the Error (including, by making changes to the Supported Items, as required), or subject to you having a valid support contract with the relevant Third Party Provider or Vendor, escalate the Support Request to the relevant Third Party Provider or Vendor of the Supported Item for resolution; and
 - (iii) provide you with updates on the status of the Support Request and the time anticipated by us for resolution,

(together, the **Technical Support Services**).

3.2. All Support Requests must be made by telephone call to our telephone helpdesk at 1300 586 489 (during Business Hours) or by emailing our helpdesk (at any time) using the helpdesk telephone number or email address specified in the Quotation or otherwise notified to you. When submitting a Support Request, you must provide the following information:

- (a) your Personnel’s name and location and where and how we can contact your Personnel in relation to the Error;
- (b) a description of the Error and its severity;

- (c) any error messages and what was processing at the time the Error occurred;
- (d) the applications and versions of the Supported Item that you are working with;
- (e) whether an Excluded Event has occurred;
- (f) any changes made recently whether by you, us, your End Users or other third parties; and
- (g) any other relevant information relating to the Error.

3.3. For the avoidance of doubt, we have no obligation to provide Technical Support Services other than in respect of Supported Items. Further, we have no obligation to perform any Technical Support Services in respect of an Error caused by:

- (a) your use of any Supported Item in combination with software or hardware that the Supported Item is not compatible with;
- (b) use of any Supported Item in a location other than any designated location for the Supported Item specified in the Quotation;
- (c) modification of any Supported Item (including by way of installation of software not previously installed thereupon or the reconfiguration of a Supported Item in any way) not performed or authorised by us;
- (d) your use of any Supported Item in breach of our Acceptable Use Policy;
- (e) corruption, unauthorised access or disclosure to or of Your Data;
- (f) any obsolete or out of warranty hardware or software comprising or installed on any Supported Items; or
- (g) any other matter beyond our reasonable control, (each, an **Excluded Event**).

3.4. We may, upon your request and at our discretion, provide Technical Support Services to you despite an Excluded Event occurring. You must pay us a Fee for those services on a time and materials basis at our then standard hourly rates.

3.5. Except where we otherwise agree to provide response times with respect to any Error within service levels specified in the Quotation, we will adhere to the following response times for all Support Requests (**Default Service Levels**):

Error Severity*	Response Time
Low	We will acknowledge receipt of the Support Request within 24 Business Hours of the Support Request
Medium	We will acknowledge receipt of the Support Request within 16 Business Hours of the Support Request
High	We will acknowledge receipt of the Support Request within 8 Business Hours of the Support Request

*Priority Key:

Low - an Error that is cosmetic or affects a non-essential part of your business operations.

Medium - an Error that is not materially negatively impacting on your business operations but is not Low priority.

High - an Error that is materially negatively impacting on your business operations that prevents you from operating critical business functionality that is causing you to suffer financial or reputational loss or damage.

3.6. In order to resolve an Error with a Supported Item, we may need to temporarily suspend the operation of the Supported Item or require that your Personnel or End Users comply with our reasonable directions such as by periodically rebooting devices such as firewalls, routers and servers to apply and/or activate critical update patches and configuration changes. You hereby acknowledge that you will ensure that your Personnel and/or End Users comply with our reasonable directions

- and/or authorise us to suspend the Supported Items at any time and you hereby authorise us to suspend the Supported Items where required for the provision of Technical Support Services. We will notify you in advance if we need to suspend any Supported Item.
- 3.7. A Support Request will be resolved for the purposes of the Agreement when the Supported Item performs materially in accordance with the Specifications.
- 3.8. Subject to clause 3.9 and any contrary provisions contained in a Quotation:
- (a) where Technical Support Services are specified in a Quotation, they will be provided on a remote basis and there will be no limit to the number of Support Requests that you can make; and
 - (b) any onsite Technical Support Services will be provided on a time and materials basis at our then current standard rates.
- 3.9. In the event that you fail, or refuse to implement any recommendation, update, corrective action or other advice that we provide to you in relation to a reoccurring Error in respect of a Supported Item, we may terminate our provision of the Technical Support Services in respect of that Supported Item, without liability.
- 4. Managed Cloud Backup Services**
- 4.1. If "Managed Cloud Backup Services" is specified in a Quotation, we will supply or procure the supply of one of the following services (as specified in the Quotation):
- (a) a service that backs up that part of Your Data (excluding any active or open files) that is specified in the Quotation at the frequency set out in the Quotation (**Standard Backup**); and/or
 - (b) a service that backs up that part of Your Data (including any active or open files) that is specified in the Quotation at the frequency set out in the Quotation (**Enhanced Backup**),
- to facilitate the restoration thereof (the **Backup Files**) in the event that the Backup Files are lost or corrupted (the **Managed Cloud Backup Services**).
- 4.2. The Managed Cloud Backup Services will be configured to backup the Backup Files only in the locations in which they are held at the time that the configuration is carried out by us.
- 4.3. If you or any other person relocates Backup Files or if your systems become unavailable or inaccessible by the backup service for any reason, the Managed Cloud Backup Services will not be able to operate in their intended manner, we will not be liable for the failure of the Managed Cloud Backup Services and you will still be required to pay us for the Managed Cloud Backup Services.
- 4.4. You must:
- (a) maintain your systems and networks so that we are able to access the Backup Files at all times; and
 - (b) immediately notify us if you relocate any Backup Files or if you become aware that the Managed Cloud Backup Services are not backing up the Backup Files.
- 4.5. The Managed Cloud Backup Services will only:
- (a) take backups of the Backup Files;
 - (b) will backup on an incremental or complete basis; and
 - (c) will delete copies of the Backup Files on a recurring basis,
- but only as specified in the Quotation.
- 4.6. You acknowledge that the Managed Cloud Backup Services may not prevent data loss or corruption. In the event of any data loss or corruption of the Backup Files, we will use our best endeavours to restore the Backup Files from the latest version of the Backup Files that is held by the Managed Cloud Backup Services and we will not be liable for any loss or corruption of the Backup Files other than where caused by our wilful breach of the Agreement.
- 5. Managed Equipment Hosting Services**
- 5.1. If "Managed Equipment Hosting Services" is specified in a Quotation, we will host that part of Your Equipment expressly specified in the Quotation as being equipment that we will host for you (**Hosted Equipment**) in designated areas within a dedicated cage or cabinet (**Dedicated Rack Space**) or in designated areas within shared cabinets or cages (**Shared Rack Space**) specified in the Quotation (together, the **Managed Equipment Hosting Services**).
- 5.2. The Managed Equipment Hosting Services are limited to:
- (a) our storage of the Hosted Equipment in the Dedicated Rack Space and/or Shared Rack Space (as applicable) at the data centres specified in the Quotation (each, a **Data Centre**);
 - (b) our provision or procurement of reasonable physical security measures at the Data Centres;
 - (c) power supply; and
 - (d) an automatic fire detection and prevention system.
- 5.3. Except as otherwise specified in a Quotation, the Managed Equipment Hosting Services do not include network or internet bandwidth connectivity or cross-connection to any equipment.
- 5.4. Except as otherwise agreed in writing, you are responsible for administering all aspects of the Hosted Equipment, including application and virtualisation licensing, the operating systems, any firewalls or load balancers, domain name systems, intrusion detection systems, backups, monitoring and customer-administered storage solutions in accordance with industry-accepted practices and procedures.
- 5.5. You may not access the Dedicated Rack Space or Shared Rack Space without our prior written consent, which may be withheld in our absolute discretion.
- 5.6. The hosting of the Hosted Equipment in the Data Centre does not constitute a lease, sublease or licence and you acknowledge that we (and the Data Centre owner) does not grant you any real property interest in the Data Centre or any part of it as a tenant or otherwise under Applicable Law.
- 5.7. We may access your Dedicated Rack Space and/or Shared Rack Space (as applicable) in order to comply with our obligations under the Agreement, any contract with the Data Centre owner or Applicable Law and you must not interfere, obstruct or seek to restrict such access.
- 5.8. Upon termination of the Agreement, we shall, at our option:
- (a) remove and store the Hosted Equipment at your risk and cost; or
 - (b) request that you immediately remove the Hosted Equipment from the Data Centre (or our premises), and we will continue to invoice you for the Managed Equipment Hosting Services until all of the Hosted Equipment has been removed or collected. Under no circumstances will we be liable for any loss or damage caused to the Hosted Equipment or other property resulting from such removal and/or storage.
- 5.9. If a Quotation expressly states that the Managed Equipment Hosting Services will include cross-connect services:
- (a) we will connect the Hosted Equipment via physical or wireless connections to a third party's equipment (the **Other Party**) at the Data Centre (the **Cross-Connect Services**); and
 - (b) prior to carrying out any Cross-Connect Services, you and the Other Party must provide us with a signed acknowledgement confirming that you and the Other Party each consent to the Cross-Connect Services and agree to pay us any applicable Fees for them.
- 5.10. If "Remote Hands Services" is specified in a Quotation, we will use reasonable endeavours to provide you with remote hands services for your Hosted Equipment by:

- (a) refreshing and/or re-booting;
- (b) power cycling;
- (c) setting up or moving the Hosted Equipment; and
- (d) any other assistance agreed by us and you with respect to the Hosted Equipment.

6. Managed Software and Data Hosting Services

- 6.1. If “*Managed Software and Data Hosting Services*” is specified in a Quotation, we will host Your Data, systems and software as specified in the Quotation in a third party data centre specified in the Quotation or where no data centre is so specified, as determined by us (**Our Cloud**).
- 6.2. The Managed Software and Data Hosting Services do not include backup services. If you wish us to backup any of Your Data, systems and software that we host in Our Cloud, you must enter into an Agreement with us for our provision of Managed Cloud Backup Services.
- 6.3. We will use our best endeavours to make the Managed Software and Data Hosting Services Available, as measured over the course of each calendar month during the term of the Agreement (each such calendar month, a **Service Period**), at least 99% of the time, excluding the time that the Managed Software and Data Hosting Services is not Available solely as a result of your and/or your End Users’ breach of the Agreement, a scheduled outage or a Force Majeure Event (the **Availability Target**). “**Available**” means the Managed Software and Data Hosting Services are available and operable for access by you and End Users materially in accordance with the Specifications.
- 6.4. Upon suspension of the Managed Software and Data Hosting Services:
 - (a) we will provide you with access to a copy of Your Data hosted on Our Cloud for a period of 15 Business Days after which time we will delete all of Your Data on Our Cloud and delete any virtual machines that we were hosting on your behalf; and
 - (b) we will provide transition services to assist you with the migration of Your Data that you downloaded from Our Cloud in your possession or control, to your nominated third party replacement supplier, for an additional fee to be agreed between you and us.

7. Managed Microsoft 365 Services

- 7.1. If “*Managed Microsoft 365 Services*” is specified in a Quotation, we will:
 - (a) procure a subscription or licence for your End Users to access and use the Office 365 products and services (**Microsoft 365 Services**) as specified in the Quotation;
 - (b) setup, configure and act as the administrator of your Microsoft 365 tenant, including by setting up your domain name(s) on the tenant, adding, editing, and removing user accounts, resetting account passwords, purchasing licence(s) on your behalf and allocating licences to user accounts;
 - (c) installing Microsoft 365 Services on virtual machines or physical machines of your End Users (subject to you facilitating electronic remote access to those machines);
 - (d) creating Microsoft Office 365 groups, setting aliases and setting End User permissions; and
 - (e) provide training services for the Microsoft 365 Services to your Personnel set out in the Quotation on the agreed dates and times at the location specified in the Quotation.
- 7.2. You acknowledge that your use of the Microsoft 365 Services is subject to the Microsoft Services Agreement between you and Microsoft Corporation at <https://www.microsoft.com/en-au/servicesagreement/>, Microsoft’s Privacy Statement at <https://privacy.microsoft.com/en-us/privacystatement> and any other Microsoft agreements, policies and statements referred to or attached to the Quotation

(collectively, **Microsoft Terms**). In the event that we procure a software licence for any Microsoft 365 Services for you or any End User, then you agree to be bound by all applicable Microsoft Terms, as shall be published and amended from time.

- 7.3. You agree that Microsoft Corporation is liable for all license and product claims related to the Microsoft 365 Services. By placing an order for Managed Microsoft 365 Services with us, you represent and warrant that you accept the Microsoft Terms and agree to pay us for all orders, subscriptions, products and services that we acquire from Microsoft Corporation for your and/or your End Users’ use of the Microsoft 365 Services.
- 7.4. You must indemnify us from and against all and any liability, claims, losses, damages and expenses that may be incurred by us as a result of your and/or your End Users’ failure to comply with any Microsoft Terms.
- 7.5. We are not liable for any downtime or unavailability of any Microsoft 365 Services.

8. Managed Cloud Services

- 8.1. If “*Managed Cloud Services*” is specified in a Quotation, we will:
 - (a) procure a subscription or licence for your End Users to access and use the cloud platform specified in the Quotation (**Cloud Platform**);
 - (b) setup, configure and act as the administrator of your Cloud Platform, including by setting up your domain name(s) on the tenant, adding, editing, and removing user accounts, resetting account passwords, purchasing licence(s) on your behalf and allocating licences to user accounts;
 - (c) using third party monitoring services to monitor uptime of the Cloud Platform;
 - (d) provide training services for the Cloud Platform to your Personnel set out in the Quotation on the agreed dates and times at the location specified in the Quotation.
- 8.2. You acknowledge that your right to use and/or access the Cloud Platform is subject to any Vendor agreements or terms and conditions governing a user’s use of the Cloud Platform and any other policies and statements referred to or attached to the Quotation (collectively, **Cloud Platform Vendor Terms**).
- 8.3. You agree that the Vendor is liable for all license and product claims related to the Cloud Platform. By placing an order for Managed Cloud Services with us, you represent and warrant that you accept the Cloud Platform Vendor Terms and agree to pay us for all orders, subscriptions, products and services that we acquire from the Vendor for your and/or your End Users’ use of the Cloud Platform.
- 8.4. You must indemnify us from and against all and any liability, claims, losses, damages and expenses that may be incurred by us as a result of your and/or your End Users’ failure to comply with any Cloud Platform Vendor Terms.
- 8.5. We are not liable for any downtime or unavailability of the Cloud Platform.

9. Managed Cyber Security Services

- 9.1. If managed cyber security services are specified in a Quotation (**Managed Cyber Security Services**):
 - (a) we will deploy firewalls and other security products that are designed to maintain your network security (but only to the extent those firewalls and products are specified in the Quotation);
 - (b) we will carry out penetration testing of Your Equipment (but only to the extent specified in the Quotation);
 - (c) we will use our best endeavours to identify security breaches, threats and vulnerabilities on the devices or networks specified in the Quotation as being covered by the Managed Cyber Security Services;

- (d) you acknowledge that devices connected to your devices and networks, and particularly those connected to the Internet, are subject to security threats and that no representation, warranty or guarantee has been provided that our Managed Cyber Security Services will be able to identify or eliminate all or any specific types of security breaches, threats or vulnerabilities; and
- (e) you agree that we will not be held responsible or liable for ensuring the security, privacy or integrity (including threats arising from viruses, trojans, worms, hacking tools or any other harmful component) of any of Your Data managed by the Managed Cyber Security Services either directly or indirectly or transmitted to another location using any software, hardware or service. You must fully indemnify and defend us in relation to any claim relating to the matters referred to in this paragraph (e).

10. Managed Antivirus and Firewall Services

- 10.1. If "Managed Antivirus, Spam and Firewall Services" is specified in a Quotation, we will:
- (a) provide anti-virus services for centralised detection and pattern file management of viruses known to, or identified by, our software and/or Third Party Provider's software (**Antivirus Software**);
 - (b) supply anti-spam services to manage, screen and block certain emails identified as spam that are received by you and your End Users;
 - (c) provide managed firewall services; and
 - (d) provide you with a monthly report detailing viruses, spam and website activity that is screened or blocked by the Antivirus Software.
- 10.2. We will only provide the Managed Antivirus, Spam and Firewall Services if we are satisfied in our sole discretion that you have appropriate backup schemes and that you utilise the most current updates of any Antivirus Software that we notify you to obtain.
- 10.3. You acknowledge that the Managed Antivirus, Spam and Firewall Services require the management of software and hardware owned or operated by our Third Party Providers and our provision of the Managed Antivirus, Spam and Firewall Services are subject to your procurement of, and payment for, all and any necessary licences to enable us to manage such software and hardware.
- 10.4. Anti-spam services that are provided as part of the Managed Antivirus, Spam and Firewall Services are provided on a "best efforts" basis only. We are not liable for any malicious acts, spam or security threats that you or your End Users may receive despite your engagement of us to provide those services.
- 10.5. You must provide us with at least 7 days' prior notice before you undertake any:
- (a) vulnerability or penetration testing of Your Equipment and/or Your Data; or
 - (b) maintenance, network or system administration activities that could impact on our ability to supply the Managed Antivirus, Spam and Firewall Services.
- 10.6. For the avoidance of doubt, we are not liable for any failure to supply the Managed Antivirus, Spam and Firewall Services as a result of any of the events referred to in clause 10.5.