

Service Schedule for MAINTENANCE SERVICES

This Service Schedule is effective for Maintenance Services provided on or after 1 September 2013. Terms and Conditions applicable to Maintenance Services provided prior to this date are available from Logicalis on request.

Customer and Logicalis agree as follows:

- A. This Service Schedule, including the Proposal and the Logicalis Terms and Conditions a link to which will be found at www.au.logicalis.com/terms.aspx will together form an agreement ("the Agreement") for the provision of Maintenance Services ("the Services") between Logicalis and the Customer.
- B. The Customer agrees to be bound by the Agreement on the date that (i) both parties sign, or confirm acceptance in writing of, the Proposal; or (ii) Logicalis procures or supplies the Services for the Customer; (whichever occurs earlier).

1. Applicable Services

- 1.1. The following Maintenance Services are available under this Service Schedule:
 - a) Logicalis Maintenance Services;
 - b) Manufacturer's Maintenance Services; and
 - c) Other Logicalis Services identified as Maintenance Services in the Proposal (each an "applicable Service")
- 1.2. The Proposal will specify which of the applicable Services will be supplied to the Customer.

2. Manufacturer's Maintenance Services

- 2.1. **Description:** "Manufacturer's Maintenance Services" means any maintenance services which, although ordered from Logicalis, are purchased from and supplied by the Manufacturer in respect of Equipment. Cisco SMARTnet is an example of Manufacturer's Maintenance Services.
- 2.2. **Manufacturer's Terms:** Manufacturer's Maintenance Services are provided subject to the Manufacturer's Terms. Logicalis gives no warranties in relation to Manufacturer's Maintenance Services.
- 2.3. **Duration:** Manufacturer's Maintenance Services will be provided for the Term identified in the Proposal or in the Manufacturer's Terms. The minimum Term is 12 months. Unless otherwise agreed by the Manufacturer, the supply of Manufacturer's Maintenance Services may not be cancelled by the Customer.
- 2.4. **New Equipment:** Where the Customer is purchasing new Equipment, Logicalis may include and charge the Customer for Manufacturer's Maintenance Services, where this is available from the Manufacturer, except where provided otherwise in the Proposal, or where the Customer is purchasing Logicalis Maintenance Services for that Equipment.
- 2.5. **Payment:** All Manufacturer's Maintenance Services are payable in advance, for the full term, within thirty (30) days after the date of Logicalis' invoice and are not refundable.

3. Logicalis Maintenance Services

- 3.1. For each Logicalis Maintenance Service, Logicalis will issue a Proposal which contains further details of that Service.

4. Term of Logicalis Maintenance Services

- 4.1. The Logicalis Maintenance Services will be provided for the Term identified in the Proposal. The minimum term is 12 months.
- 4.2. Unless an alternative commencement date is specified in the Proposal, the Logicalis Maintenance Services will commence on delivery of the Equipment at the Customer's Premises.
- 4.3. Customer acknowledges that Logicalis will purchase a non refundable Manufacturer's Maintenance contract for each Logicalis Maintenance Service Term. Accordingly, unless otherwise provided in the Proposal, the supply of any Logicalis Maintenance Services may not be cancelled by the Customer. All Logicalis Maintenance Services are payable in advance, for the full term and are not refundable.

5. Provision of Logicalis Maintenance Services

- 5.1. Logicalis will during the Term, and in accordance with the provisions of the Agreement, supply to Customer the Logicalis Maintenance Services. The quantity and description of the Logicalis Maintenance Services shall be as set out in the Proposal.
- 5.2. Logicalis may make any changes to the Logicalis Maintenance Services:
 - a) needed to comply with applicable law or safety requirements; or
 - b) which do not materially affect the nature or quality of those Services;and will notify the Customer in advance of such changes.

6. Documentation

- 6.1. Logicalis Maintenance Services will be supplied with any documentation specified in the Proposal, or which Logicalis makes generally available, at no cost, for customers purchasing those Services. Any other documentation, or updates to documentation, will be subject to clause 5.3 (Contract Changes) of the Logicalis Terms and Conditions.

7. Performance criteria, including service levels

- 7.1. Any applicable performance criteria (including service levels and/or response times) and any remedies, for the Logicalis Maintenance Services shall be as set out in the Proposal. Both parties will verify that those Services comply with the specified performance criteria. The parties will jointly identify and document any performance failures and agree and implement a plan for corrective action. This clause is subject to the Service Exclusions in this Schedule.

8. Service Exclusions

- 8.1. The Logicalis Maintenance Services will be subject to any Service Exclusions set out below and/or in the Proposal. Service Exclusions are either (i) not available from Logicalis; or (ii) available from Logicalis for an additional Charge under clause 5.3

(Contract Changes) of the Logicalis Terms and Conditions.

- 8.2. Customer acknowledges and agrees that the obligation to provide the Logicalis Maintenance Services does not apply to:
- a) any services, response times, or coverage hours other than as specified in the Proposal;
 - b) any training, instruction, or material assistance to, or supervision of, other suppliers or support providers working with Customer;
 - c) any information technology infrastructure other than the Equipment specified in the Proposal;
 - d) any locations or facilities other than the Premises specified in the Proposal ;
 - e) any items expressly excluded in or from the Proposal;
 - f) Equipment which has not been operated in accordance with the Equipment instructions supplied by the Manufacturer, including operation with unapproved consumable supplies, accessories, or third party Equipment;
 - g) Equipment which has been subject to misuse or abuse, neglect, accident, damage, or unsuitable environment, including electromagnetic or electrostatic interference, or power disturbances;
 - h) except as stated in the Proposal, installation, removal or relocation of Equipment, including moves, adds and changes ("MAC's");
 - i) any battery back-up associated with the Equipment;
 - j) the refurbishment of Equipment or provision of operating supplies or accessories
 - k) any software upgrade, new release or other maintenance item which is designated by the Manufacturer as available for an additional charge;
 - l) hardware upgrades, refresh, improvements or changes resulting from the implementation of a software change or any hardware/equipment purchased and/or installed separately from this Agreement;
 - m) Equipment that has been damaged by Force Majeure as described in clause 14 of the Logicalis Terms and Conditions;
 - n) any documentation, other than as described in clause 6 of this Schedule.
- 8.3. Logicalis Maintenance Services are subject to availability of technical and other support from the Manufacturer reasonably necessary for Logicalis to be able to provide those Maintenance Services, including (without limitation):
- a) availability of spare parts and/or swap-out units for hardware faults; and
 - b) availability of patches, work-arounds and/or updates for software faults.
- For faults which cannot be rectified under (a) or (b) above, the Manufacturer's standard escalation procedures will apply.
- 8.4. Spare parts and/or swap-out units may be new or refurbished, as determined and supplied by the Manufacturer.
- 8.5. All Logicalis Maintenance Services provided by Logicalis are also subject to the Manufacturer's "end of life" and Product phase out policies.

- 8.6. To the extent that Logicalis is unable to perform in accordance with the Agreement, due to inability to access suitable Customer personnel (as described in clause 9 of this Schedule), circumstances attributable to the Manufacturer, or other circumstances beyond its reasonable control, then the terms of clause 14 of the Logicalis Terms and Conditions ("Force Majeure") will apply.

9. Customer Obligations

- 9.1. The Logicalis Maintenance Services will be subject to any Customer Obligations set out in the Proposal. In addition, the Customer agrees:
- a) to promptly respond to requests for information, input or approval;
 - b) to provide Logicalis with reasonable and safe access to its Premises, facilities, supplies and consumables and such of the Customer's employees and contractors, infrastructure topology diagrams and equipment as shall be necessary for timely completion of the Services;
 - c) to provide copies of any policies, procedures, security and safety requirements which apply to the Customer's Premises and to provide to Logicalis staff accessing the Premises, free of charge, the same policies, procedures, security and safety training that it provides to its own staff;
 - d) to provide any other facilities or assistance reasonably requested by Logicalis to enable Logicalis to provide the Logicalis Maintenance Services;
 - e) to make available at all times appropriately trained primary contacts who are responsible for (i) the provision of a complete description of any Equipment malfunction, (ii) logging and reporting of error information, (iii) running of operational readiness tasks and (iv) any other reasonable assistance in connection with the Logicalis Maintenance Services as may be requested by Logicalis;
 - f) to ensure that the Customer's employees operating the Equipment have been appropriately trained at all times;
 - g) to use the Equipment and the Logicalis Maintenance Services only as contemplated by the Agreement and/or as defined in the Equipment instructions provided by the Manufacturer;
 - h) to promptly advise Logicalis of any proposed changes or additions to the Equipment, Services, or the Premises; and
 - i) not to carry out, or cause to be carried out by third persons, modifications or adjustments to the Equipment without reasonable prior written notice to Logicalis.

10. Invoices and Charges

- 10.1. Unless otherwise specified in the Proposal, the Charges for all Logicalis Maintenance Services are payable in advance, for the full term, and are not refundable.
- 10.2. Unless alternative arrangements are specified in the Proposal, Charges for Logicalis Maintenance Services will be invoiced on the commencement date of the Service and on the commencement date of each Service renewal, as the case may be.
- 10.3. The Charges for Logicalis Maintenance Services will be as stated in the Proposal, or if not stated, then the Charges will be calculated using Logicalis' then current standard

commercial charges.

- 10.4. Charges for Logicalis Maintenance Services will not be revised during the pre-paid Term, but will be revised to Logicalis' then current standard commercial charges on each renewal of the pre-paid Term, unless otherwise agreed.

11. Warranty

- 11.1. **Warranty Period:** The warranties in this clause apply during the warranty period specified in the Proposal, or if not specified, then during the Term and for a period of 30 days following completion of the Logicalis Maintenance Services ("Warranty Period").
- 11.2. **Logicalis Maintenance Services Warranty:** Logicalis warrants for the Warranty Period that:
- a) it has full power and authority to enter into and perform its obligations under the Agreement;
 - b) it will provide Logicalis Maintenance Services which comply in all material respects with the Proposal and the Agreement, in a professional manner and in accordance with general industry standards and practices;
 - c) it will obtain and maintain all licences, permits and other consents required for its performance of the Logicalis Maintenance Services; and
 - d) it will comply with all laws and regulations which are applicable to Logicalis in the performance of the Logicalis Maintenance Services.
- 11.3. **Rectification of Service defects:** Logicalis will rectify at no charge, any failure to comply with a warranty in this clause ("Warranty Failure") which is notified by the Customer within the Warranty Period. If the warranty notification:
- a) is not due to a Warranty Failure; or
 - b) is made outside the Warranty Period; or
 - c) is a Service Exclusion or a Customer Obligation under this Schedule;
- then Logicalis will be entitled to Charge the Customer its then standard commercial charges for responding to the warranty notification.