

# Service Schedule for PROFESSIONAL SERVICES

*This Service Schedule is effective for Professional Services provided on or after 1 July 2014. Terms and Conditions applicable to Professional 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](http://www.au.logicalis.com/terms.aspx) will together form an agreement ("the Agreement") for the provision of Professional 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 supplies the Services to the Customer; (whichever occurs earlier).

## 1. Applicable Services

- 1.1. The following Professional Services are available under this Service Schedule:
  - a) Time & Materials Services;
  - b) NetGuard Services;
  - c) Fixed Price Services; and
  - d) Systems Integration Services;
  - e) Other Logicalis Services identified as Professional 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. Proposal

- 2.1. For each applicable Service-
  - a) Logicalis will issue a Proposal; and
  - b) may issue a written SOW;which contain further details of that Service.

## 3. Term of Services

- 3.1. The Services will be provided for the Term identified in the Proposal.
- 3.2. Unless otherwise provided in the Proposal, the supply of any Services may not be cancelled by the Customer, except with the agreement in writing of Logicalis and payment by the Customer of the Termination Charges set out in the Logicalis Terms and Conditions.
- 3.3. NetGuard Services are Pre-paid Services. Any pre-paid standard hours which are not utilised within 18 months after purchase will expire. Un-used NetGuard Services are not refundable.

## 4. Provision of Services

- 4.1. Logicalis will during the Term, and in accordance with the provisions of the Agreement, supply to Customer the Services. The quantity and description of the Services shall be as set out in the applicable SOW and/or the Proposal.
- 4.2. Logicalis may make any changes to the Services:
  - a) needed to comply with applicable law or safety requirements; or
  - b) which do not materially affect the nature or quality of the Services;and will notify the Customer in advance of such changes.
- 4.3. NetGuard standard hours may be redeemed for Logicalis Professional Services available at time of redemption, subject to the following conditions:
  - a) A Logicalis has target NetGuard resource supply timeframe of 5 days however Logicalis will endeavour to provide services within shorter timeframe on a “best efforts” basis;
  - b) Travel and incidental time is charged at the same rate as the Service provided;
  - c) NetGuard is purchased in blocks of standard hours.
  - d) Customer's NetGuard account will be reduced by the number of hours utilised in each service engagement which is calculated by multiplying the actual hours expended on the engagement by the multiplier appropriate for the skill level of resource required;
  - e) A separate multiplier shall also be applied for engagements performed out of business hours (9.00am to 6.00 pm Monday to Friday excluding Public Holidays).
  - f) Logicalis will issue a statement showing the current balance of NetGuard standard hours on a monthly basis;
  - g) NetGuard hours have a finite life. Any unused balance will expire after 18 months from purchase.

## 5. Documentation

- 5.1. 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.

## 6. Performance criteria, including service levels

- 6.1. Any applicable performance criteria (including service levels) and any remedies, shall be as set out in the applicable SOW and/or the Proposal.. Both parties will verify that the 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.
- 6.2. The parties agree that where Logicalis' ability to meet performance criteria (including, without limitation, service levels and/or response times) is dependent upon a third party, then Logicalis will use reasonable commercial efforts to meet the performance criteria, but will not be responsible for performance failures caused, or contributed to, by the third

party.

## 7. Service Exclusions

- 7.1. The Services will be subject to any Service Exclusions set out below and/or in the applicable SOW and/or 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. Customer Obligations

- 8.1. The Services will be subject to any Customer Obligations set out in the applicable SOW and/or the Proposal. In addition, the Customer agrees:
- a) to respond within reasonable timeframes to requests for information, input or approval, including: (i) responses to requests for information within four (4) working days; and (ii) responses to and/or (where required in the Proposal) approval of design documents, specifications, Project Plans and/or Acceptance Test Plans within seven (7) working days;
  - 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 give not less than 10 (ten) working days notice of any requested changes to a previously agreed timetable; and
  - e) to provide any other facilities or assistance reasonably requested by Logicalis to enable Logicalis to provide the Services.

## 9. Invoices and Charges

- 9.1. Unless alternative payment milestones are specified in the Proposal, Charges for the Services will be invoiced as follows:
- 9.2. Charges for NetGuard and any other Pre-paid Services, will be invoiced, in advance, on the commencement date of the Service, or the commencement date of the Service renewal, as the case may be. Charges for other Services will be invoiced monthly in arrears.
- 9.3. The Charges for Services will be as set out in the Proposal, or if not stated in the Proposal, then the Charges will be calculated using Logicalis' then current standard commercial charges.
- 9.4. Except where the Proposal specifies that a Service is Fixed Price, the Charges may be revised by Logicalis from time to time, consistent with Logicalis' then current standard commercial charges. Charges for Pre-paid Services will not be revised during the pre-paid Term, but will be revised to Logicalis' then current standard commercial charges on renewal of the pre-paid Term.

- 9.5. Where Services are provided on a time-and-materials basis:
- a) The Charges payable for the Services shall be calculated in accordance with Logicalis' daily fee rates as set out in the Proposal, or if not stated, then using Logicalis' then current standard commercial charges;
  - b) Logicalis' daily fee rates are calculated on the basis of work performed between the hours of 9.00 am and 6.00 pm Monday to Friday (excluding bank and public holidays);
  - c) The minimum charge is for one half of a day for each assigned resource, even if the time actually worked is less;
  - d) Logicalis will be entitled to make an additional charge at enhanced rates for time worked outside the hours referred to in paragraph (b);
  - e) Where required by Logicalis at the end of each week the Customer will sign a time sheet verifying the number of hours worked by Logicalis personnel during that week. Failure to sign the time sheet does not absolve the Customer of its obligation to pay the Charges in respect of the hours worked;
  - f) Any estimate contained in the Proposal is for information purposes only and is not legally binding.
  - g) Customer will pay a Cancellation Fee to Logicalis in the event that Customer cancels or rearranges the work schedule without giving at least ten (10) working days written notice prior to the day on which work was due to commence (the "Commencement Date"). The Cancellation Fee shall be calculated as follows:
    - 0-2 Working days before the Commencement Date: 100% of the Charges of the days cancelled, plus any expenses incurred;
    - 3-7 Working days before the Commencement Date: 50% of the Charges of the days cancelled, plus any expenses incurred;
    - 8-9 Working Days before the Commencement Date: 30% of the Charges of the days cancelled, plus any expenses incurred.

## 10. Timetable

- 10.1. The timetable for provision of the Services will be set out in the Proposal. Alternatively the Proposal may provide for preparation of a Project Plan by Logicalis for Customer's approval. The Customer will not unreasonably delay or withhold approval for the Project Plan. Once approved, the Project Plan will form part of this Agreement.
- 10.2. Logicalis shall use reasonable endeavours to meet any performance dates or times specified in the timetable or Project Plan but except where otherwise specified in the Agreement, any such dates or times shall be estimates only.
- 10.3. Logicalis will not in any event be liable for delays caused by Customer, or Force Majeure and may make a reasonable change to the timetable and a reasonable Charge at its then current standard commercial charges in respect thereof.
- 10.4. Each party will in good faith attempt to accommodate extensions of time reasonably requested by the other.

## 11. Acceptance

- 11.1. The Proposal will specify any applicable acceptance testing for the Services. Alternatively the Proposal may provide for preparation of an Acceptance Test Plan by Logicalis for Customer's approval. The Customer will not unreasonably delay or withhold approval for the Acceptance Test Plan. Once approved, the Acceptance Test Plan will form part of this Agreement.
- 11.2. If acceptance tests are not specified, then after completion of each milestone specified in the Proposal, or if no milestones are specified then at the end of each month, Logicalis will issue Customer with an invoice or written Service confirmation and those Services will be deemed to be completed and accepted by Customer, unless the Customer has notified Logicalis of specific Service defects, in writing within 5 business days of receipt thereof.
- 11.3. If Customer does notify Logicalis of Service defects, the liability of Logicalis for any such defects is limited, at Logicalis' option, to the rectification of the defect, the supply of those Services again, or the refunding of the Service Charge.
- 11.4. Services shall be deemed accepted by Customer upon any operational use of the Services by Customer.

## 12. Warranty

- 12.1. **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 Service, or its acceptance, if acceptance is specified in the Proposal ("Warranty Period").
- 12.2. **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 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 Services; and
  - d) it will comply with all laws and regulations which are applicable to Logicalis in the performance of the Services.
- 12.3. **Systems integration services warranty:** If the Proposal specifies that Logicalis is engaged to provide System Integration Services, then in addition to the Services warranty above, Logicalis warrants that all components of the system will combine and interact with each other as specified in the Proposal during the Warranty Period. This warranty:
  - a) does not apply if the Customer or a third party makes any changes to the system, or to the Customer's existing technology infrastructure (which adversely impacts the operation of the system), without Logicalis' prior consent, during the Warranty Period;
  - b) does not apply to any Equipment defects. All Equipment is subject to the Manufacturer's Terms, as specified in the Agreement;

- c) does not include any updates, upgrades or new versions of system components. The Customer must purchase maintenance services to receive Equipment related releases from the Manufacturer;
- d) does not apply if the system has been subject to misuse or abuse, neglect, accident, damage, or unsuitable environment, including electromagnetic or electrostatic interference, or power disturbances;
- e) does not apply to a system failure caused by equipment for which Logicalis is not responsible;
- f) does not apply to a system failure caused by the Customer's operation of Equipment outside of the Manufacturer's specifications.

12.4. **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;
- c) is a Service Exclusion or a Customer Obligation under this Schedule; or
- d) is excluded under paragraphs (a) to (f) (inclusive) of clause 12.3 above;

then Logicalis will be entitled to Charge the Customer its then standard commercial charges for responding to the warranty notification.