

Service Schedule for CLOUD SERVICES

This Service Schedule is effective for Cloud Services provided on or after 1 September 2013. Terms and Conditions applicable to Cloud 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 Cloud 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 Cloud Services are available under this Service Schedule:
 - a) Logicalis Virtual Private Data Centre;
 - b) Logicalis Virtual Workspace- Cloud Edition;
 - c) Logicalis Enterprise Backup ; and
 - d) other Logicalis Services identified as Cloud 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 Cloud Service, Logicalis will issue a Proposal which contains further details of that Service.

3. Term of Services

- 3.1. The Cloud Services will be provided for the Term identified in the Proposal. The minimum term is 12 months.
- 3.2. Unless otherwise provided in the Proposal, the supply of any Cloud 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.

4. Provision of Services

- 4.1. Logicalis will during the Term, and in accordance with the provisions of the Agreement, supply to Customer the Cloud Services. The quantity and description of the Services shall be as set out in 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. The Cloud Services will be provided from the Logicalis Hosting Environment described in the Proposal.

5. Documentation

- 5.1. Cloud 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/or response times) and any remedies, shall be as set out in the Proposal. Both parties will verify that the Cloud 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.

7. Information Security

- 7.1. **Security Measures.** Logicalis will implement and maintain the security measures set out in the Proposal, or if no security measures are set out, then Logicalis will use commercially reasonable security measures in connection with its provision of the Services, for the purpose of (a) protection against malware; and (b) protection against any unauthorized access to or use of the Customer Data.

Logicalis does not warrant that the Hosted Environment is immune from all malware, or unauthorised access and will not be liable for the same provided that it has maintained commercially reasonable security measures as outlined above. If the internet is being used to provide the Services, then Customer acknowledges that the internet is not a fully secure medium and it is Customer's responsibility to protect Customer Data by appropriate security measures including passwords and/or encryption, where appropriate.

- 7.2. **Notification and Prevention Obligations.** Logicalis shall promptly notify Customer of any actual security breach in its Hosting Environment that may result in the unauthorized access to or disclosure of unencrypted Customer Data. This notification will state in reasonable detail the Customer Data at risk. Logicalis agrees to take all actions reasonably necessary under the circumstances to prevent the continued unauthorized access of such information. Logicalis further agrees that in the event of a breach of confidentiality or security, it will work in good faith and cooperate with Customer to address the breach. Logicalis shall not be responsible or liable for any security breach caused by Customer.
- 7.3. **Audits by Customer.** Customer shall have the right to review Logicalis' security measures prior to the commencement of the Services and thereafter on an annual basis during the term of this Agreement. Such annual review may include an onsite audit, conducted by qualified personnel, of Logicalis' data centres in order to inspect the

Hosting Environment to verify Logicalis' compliance with Agreement. The dates of any onsite audit shall be mutually agreed upon by the Parties. Customer shall be responsible for the cost of any onsite audit.

8. Privacy and Confidentiality

- 8.1. If the Customer will be using the Services to transmit, store or process personal information, or confidential Customer Data, then it is Customer's responsibility to use appropriate security measures, including passwords and/or encryption, to protect that information from unauthorised access or disclosure.
- 8.2. The Customer may at any time initiate under clause 5.3.(Contract Changes) of the Logicalis Terms and Conditions the preparation of a joint Data Protection Plan (DPP) which:
- a) identifies the nature, extent and sensitivity of any personal information, or confidential Customer Data, which may be at risk of unauthorised access or disclosure;
 - b) identifies the extent to which security measures can be utilised by the Customer to protect that information from unauthorised access or disclosure, as outlined in clause 8.1;
 - c) identifies the location of the Hosting Environment, and if this is not in Australia, what reasonable steps Logicalis will take to ensure that the overseas recipient will not breach Australian Privacy Laws; and
 - d) identifies any other obligations which each party will undertake to protect the personal information and/or confidential Customer Data and comply with Australian Privacy laws.

Once agreed, the DPP will form part of the Agreement.

- 8.3. Subject to clauses 8.1 and 8.2 above, Logicalis and Customer must both comply with Australian Privacy laws and the confidentiality terms stated in the Logicalis Terms and Conditions.

9. Service Exclusions

- 9.1. The 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.
- 9.2. Customer acknowledges and agrees that the obligation to provide the Services does not apply to:
- a) any on-site Services. Cloud Services are remote Services only.
 - b) any services, response times, or coverage hours during Scheduled Maintenance or other than as specified in the Proposal;
 - c) any training, instruction, or material assistance to, or supervision of, other suppliers or support providers working with Customer;
 - d) any information technology infrastructure other than the Hosting Environment specified in the Proposal;

- e) any access and security arrangements other than as specified in the Proposal;
 - f) any items expressly excluded in or from the Proposal;
 - g) any software, hardware, network or telecommunications improvements, modifications or upgrades to Customer's information technology infrastructure which are necessary for the Customer to access and effectively utilise the Cloud Services;
 - h) any documentation, other than as described in clause 5 of this Schedule.
- 9.3. Where the Hosting Environment is remote from Customer's Premises, the Cloud Services provided by Logicalis are subject to the continued availability of a telecommunications connection between the Customer's information technology environment and the Hosting Environment. Cloud Services are also subject to the maintenance requirements of the Hosting Environment and the Customer's own information technology infrastructure. Logicalis will advise Customer of the maintenance schedule for the Hosting Environment from time to time ('Scheduled Maintenance'). This will be scheduled outside Australian business hours where reasonably feasible. Logicalis does not warrant that Cloud Services will be uninterrupted and the Customer must plan for outages caused by telecommunications interruptions, equipment maintenance and other circumstances.
- 9.4. To the extent that Logicalis is unable to perform in accordance with this Agreement, due to circumstances beyond its reasonable control, then the terms of clause 14 of the Logicalis Terms and Conditions ("Force Majeure") will apply.

10. Customer Obligations

- 10.1. The 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 access to 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 make available at all times appropriately trained primary contacts who are responsible for (i) the provision of a complete description of any Service or 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 Services as may be requested by Logicalis;
 - d) to ensure that the Customer's employees receiving the Services and operating the Customer's information technology infrastructure have been appropriately trained at all times;
 - e) to use the Services only as contemplated by the Agreement;
 - f) to promptly advise Logicalis of any proposed changes or additions to the Services, or to the access or security arrangements;
 - g) to provide any other assistance reasonably requested by Logicalis to enable Logicalis to provide the Services;
- 10.2. **Acceptable Use.** Customer agrees, and will require its Users to agree, to not use the

Logicalis Services for any illegal purpose including, but not limited to, hacking, phishing, spamming, identity theft, financial fraud, e-mail spoofing, virus distribution, network attacks, pirating software, harassment, infringing copyrighted text, sharing illegal software, and unauthorized use of images. Customer hereby indemnifies Logicalis in respect of any third party claim, or statutory fine or penalty, resulting from a violation of this clause. Logicalis has the right to investigate potential violations of this clause; provided that, where reasonably practicable, it first notifies Customer of any such investigation and, if such investigation requires access to Customer information, facilities or systems, then Customer may require Logicalis to comply with Customer's reasonable confidentiality and security procedures. Logicalis will be entitled to suspend access to, or delete, material which violates this clause. Except in an emergency or as may otherwise be required by applicable law, before undertaking the actions in this clause, Logicalis will attempt to notify Customer by any reasonably practical means under the circumstances, such as (without limitation) by telephone or e-mail. Logicalis agrees to allow Customer access at all times to Customer's software applications, devices, equipment hardware, and all Services-related license files so that Customer can audit its Users' compliance with the terms of this Agreement.

Reasonable additional terms relating to acceptable use may be specified by Logicalis from time to time in an Acceptable Use Policy which is published on the Logicalis website a link to which will be found at www.au.logicalis.com/terms.aspx The Acceptable Use Policy will form part of the Agreement and the Customer must comply with the same.

- 10.3. **Content.** Customer is solely responsible for: (a) all Content including, without limitation, its selection, creation, design, licensing, installation, accuracy, maintenance, testing, backup and support; (b) all copyright, patent and trademark clearances in all applicable jurisdictions and usage agreements for any and all Content; (c) the selection of controls on the access and use of Content; and (d) the selection, management and use of any public and private keys and digital certificates it may use with the Services. Customer agrees not to access the Hosting Environment by any means other than through the interface that is provided by Logicalis for use in accessing the Hosting Environment.
- 10.4. **Required Consents.** Customer understands that it may need to obtain and keep in effect any Required Consents necessary for Logicalis to perform the Services; which will be identified in the Proposal. Upon request, Customer will provide to Logicalis evidence of any Required Consent. If Customer fails to obtain any Required Consent, Logicalis will be relieved of its obligations to the extent impaired by such failure. Logicalis will adhere to reasonable terms and conditions pertaining to Content as notified in writing to Logicalis. Logicalis agrees not to remove or alter any copyright or other proprietary notice on or in any Content without Customer's consent.
- 10.5. **Software.** Customer authorizes Logicalis to determine whether or not software specified in the Proposal is currently in place, operational and maintained and supported at the level required for Logicalis to perform the Services required under the Agreement. Customer grants to Logicalis, at no charge, the right to use any Customer-owned or developed application software systems required by Logicalis to provide the Services specified in the Proposal to Customer, subject to any applicable terms and conditions in the applicable software license.
- 10.6. **Capacity Planning.** Except to the extent provided in the Proposal, Customer is solely responsible for determining whether the Services, Hosting Environment, and related

Content meet Customer's capacity, performance, or scalability needs. Except to the extent provided in the Proposal, Customer is responsible for planning for and requesting changes to the Hosting Environment and Services, including any additional capacity required to support anticipated peaks in demand that may significantly increase transaction volumes, or otherwise increase system resource utilization.

- 10.7. **Customer Components.** Customer is solely responsible for the selection, operation and maintenance of all Customer Components, except to the extent specified in the Agreement, or the Proposal.
- 10.8. **Security.** Customer shall use commercially reasonable security precautions in connection with its use of the Services, including maintenance of up-to-date virus scanning and operating system security patches and firewall protection. Customer shall require each User to use commercially reasonable security precautions, including maintenance of up-to-date virus scanning and operating system security patches and firewall protection, consistent with Customer's security policies and procedures currently in effect and as they may be modified from time to time hereafter. In addition, Customer shall not take any action or install any software that may preclude or impair Logicalis' ability to access or administer its network or provide the Services.
- 10.9. **Passwords and Encryption.** It is Customer's responsibility to protect Customer Data by appropriate security measures, such as passwords and/or encryption, where appropriate. Customer must encrypt all Customer Data that must be treated as confidential under state or federal law or under Customer's contractual obligations to others and will indemnify Logicalis from third party claims resulting from Customer's failure to do so.

11. Ownership and license of Content

- 11.1. Logicalis acknowledges and agrees that all Content, including copyrights, trademarks, database rights and other intellectual property contained in such Content are owned or licensed by Customer.
- 11.2. Customer grants Logicalis a license to store, record, transmit and display the Content solely to perform Logicalis' obligations under this Agreement.
- 11.3. Customer represents and warrants to Logicalis that: (a) it owns, or is a licensee of the Content; (b) it has the right to grant Logicalis the license under clause 11.2; and (c) Logicalis' possession or use of the Content or Customer Data does not and will not infringe any intellectual property or other rights of any third party.

12. Invoices and Charges

- 12.1. Unless otherwise specified in the Proposal, the Charges for all Cloud Services:
 - a) will be invoiced monthly in arrears and are payable by Customer within 30 days of the date of invoice;
 - b) will be as stated in the Proposal, or if not stated, then the Charges will be calculated using Logicalis' then current standard commercial charges;
 - c) will be subject to the minimum monthly Charges as stated in the Proposal, or if not stated, then the minimum monthly Charges will be 70% of the total Charges (excluding non-recurring Charges, such as set up costs) over the full Term, divided by the total number of months in the Term; and

- d) may be revised by Logicalis from time to time, consistent with Logicalis' then current standard commercial charges.

13. Warranty

- 13.1. **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 Cloud Services ("Warranty Period").
- 13.2. **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.
- 13.3. **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.

14. Transition Assistance

- 14.1. Upon termination of the Cloud Services and subject to clause 14.2 following, Logicalis will:
 - a) exercise reasonable efforts and cooperation to effect an orderly and efficient transition of the Services to Customer or any successor provider identified by Customer;
 - b) disclose to Customer all relevant information regarding the equipment, software and third-party vendor services required to perform the Services;
 - c) at Customer's option, either provide Customer with a copy of the Customer Data which can be read by either Microsoft or VMware products, or return any backup tapes in a format readable by EMC Avamar technology; and
 - d) within 30 days of termination, permanently delete all Customer Data on the Hosting Environment.
(together the "Transition Assistance")
- 14.2. The Transition Assistance is subject to the following:

- a) Logicalis will not be required to provide any Transition Assistance until it has been paid all amounts due under the Agreement, including all Termination Charges;
- b) Logicalis will not be required to transfer any assets, resources or contracts to Customer or a third party;
- c) the Customer must pay monthly, within 30 day of invoice, Logicalis' then current standard commercial charges for all Transition Assistance, provided that if the Customer is insolvent, it must pay those charges in advance; and
- d) notwithstanding anything to the contrary in this Schedule or the Agreement, Logicalis will not under any circumstances be required to provide (i) training, (ii) know-how; (iii) trade secrets; or (iv) Confidential Information to its competitors.

15. Definitions

In this Schedule:

"Content" means information, software, Customer Data and other data including, without limitation, HTML files, scripts, programs, recordings, sound, music, graphics, and images that Customer or any of its Users create, install, upload or transfer in or through the Hosting Environment.

"Customer Components" means the hardware, software and other products and Content that Customer provides, including those specified in the Proposal.

"Customer Data" means all data and information about Customer's business, customers employees, operations, facilities, products, markets, assets or finances that Logicalis knowingly receives, obtains, creates, generates, collects or processes in connection with its performance of Services or is stored in any Logicalis repository.

"Hosting Environment" means Logicalis' application hosting environment for the delivery of the Cloud Services, which may be located on Customer's and/or Logicalis' premises, consisting of, but not limited to, network, storage and server devices, software programs, applications network management devices, and other items specified in the Proposal.

"Required Consents" means any consents, licenses, or approvals required to give Logicalis, or any person or entity acting for Logicalis under the Agreement, the right or license to access, use and/or modify in electronic form and in other forms, including derivative works, the Customer Components and Content, without infringing the ownership or intellectual property rights of the providers, Logicalis, or owners of such Customer Components and Content.

"User" means any entity or individual that receives or uses the Services, or the results or products of the Services, through Customer.