

Service Schedule for MANAGED SERVICES

This Service Schedule is effective for Managed Services provided on or after 1 September 2013. Terms and Conditions applicable to Managed 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 Managed 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 Managed Services are available under this Service Schedule:
 - a) Managed Services – Exchange;
 - b) Managed Services – Network;
 - c) Managed Services – Security;
 - d) Managed Services – Server;
 - e) Managed Services – Storage;
 - f) Managed Services – Unified Communications;
 - g) Managed Services – Microsoft Windows; and
 - h) Other Logicalis Services identified as Managed 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 Managed Service, Logicalis will issue a Proposal which contains further details of that Service.

3. Term of Services

- 3.1. The Managed 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 Managed Services may not be cancelled by the Customer, except with the agreement in writing of Logicalis and payment by the Customer of 75% of the total unpaid Charges for the full Term.

4. Provision of Services

- 4.1. Logicalis will during the Term, and in accordance with the provisions of the Agreement, supply to Customer the Managed 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.

5. Documentation

- 5.1. Managed 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 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. Service Exclusions

- 7.1. 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.
- 7.2. Customer acknowledges and agrees that the obligation to provide the Services does not apply to:
 - a) any on-site Services. Managed Services are remote Services only and any on-site attendance under clause 7.4 may incur an additional Charge;
 - b) any services, response times, or coverage hours 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 Equipment specified in the Proposal;
 - e) any locations or facilities other than the Premises specified in the Proposal ;
 - f) any items expressly excluded in or from the Proposal;
 - g) 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;

- h) Equipment which has been subject to misuse or abuse, neglect, accident, damage, or unsuitable environment, including electromagnetic or electrostatic interference, or power disturbances;
 - i) any software upgrade, new release or other item which is designated by the Manufacturer as available for an additional charge;
 - j) 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;
 - k) Equipment that has been damaged by Force Majeure as described in clause 14 of the Logicalis Terms and Conditions;
 - l) any documentation, other than as described in clause 5 of this Schedule.
- 7.3. Managed Services provided by Logicalis are subject to availability of a remote connection to the Equipment which is suitable for remote Equipment monitoring, remote Equipment diagnosis and (where possible) remote correction of Equipment problems.
- 7.4. Managed Services are remote services only and do not include any on-site swap out or repair of defective items. For issues which cannot be resolved remotely under Managed Services, the Customer must have a Logicalis Maintenance Services Agreement, or a Manufacturer's Maintenance Services Agreement, or other suitable "break fix" maintenance arrangement in place. In exceptional circumstances Logicalis may dispatch an engineer or contractor to Customer's Premises to rectify a Service issue, such as remote access, however in these circumstances Logicalis may levy an additional Charge calculated at Logicalis' then current standard commercial charges.
- 7.5. Managed Services are subject to any technical and other support from the Manufacturer reasonably necessary for Logicalis to be able to provide the Managed Services.
- 7.6. Managed Services are also subject to the Manufacturer's "end of life" and Product phase out policies.
- 7.7. To the extent that Logicalis is unable to perform in accordance with this Agreement, due to remote access issues, inability to access suitable Customer personnel (as described in clause 8 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.

8. Customer Obligations

- 8.1. 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 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 operating the Equipment have been appropriately trained at all times;
- e) to use the Equipment and the Services only as contemplated by the Agreement and/or as defined in the Equipment instructions provided by the Manufacturer;
- f) to promptly advise Logicalis of any proposed changes or additions to the Equipment, Services, or the Premises;
- g) 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; and
- h) to provide any other assistance reasonably requested by Logicalis to enable Logicalis to provide the Services;

9. Invoices and Charges

- 9.1. Unless otherwise specified in the Proposal the Charges for all Managed Services are payable in advance, for the full term, and are not refundable.
- 9.2. Unless alternative arrangements are specified in the Proposal, Charges for Managed 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.
- 9.3. The Charges for Managed 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.
- 9.4. Charges for Managed 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.

10. Warranty

- 10.1. **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 Managed Services ("Warranty Period").
- 10.2. **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.
- 10.3. **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.