

Service Schedule - Managed IT Services

Last updated on 30 June 2022

1. About this Service Schedule

1.1. This Service Schedule applies where an Application Form expressly provides for our supply of one or more of the following services to you:

- (a) Responsive Technical Support Services;
- (b) Managed Software and Data Hosting Services;
- (c) Cloud Deployment Services;
- (d) Managed Cloud Services;
- (e) Managed Microsoft 365 Services; and
- (f) Managed Amazon Web Services.

1.2. This Service Schedule must be read in conjunction with our Terms of Service and the other documents that comprise the Agreement.

1.3. In this Service Schedule, words in bold font in parentheses have the meanings given to them therein and 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. Responsive Technical Support Services

2.1. If "*Responsive Technical Support Services*" is specified in an Application Form, we will provide the following services to you (the **Technical Support Services**) during the Term of the Agreement during the support hours specified in the Application Form (**Support Hours**):

- (a) we will operate a support helpdesk through which you can request technical support from us with respect to any software or hardware that we expressly agree in an Application Form to provide technical support services for (**Supported Item**) (**Support Request**) if a 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 based on the severity level;
 - (ii) provide you with updates on the status of the Support Request and the time anticipated by us for resolution;
 - (iii) 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 where we consider it prudent to do so;
 - (iv) use reasonable endeavours to resolve the Error in a Supported Item that is an Ordered Service in accordance with the below timeframes:

Severity Level	Error Conditions	Target Response Time	Target Resolution Time
Severity Level 1	Any Supported Item has failed or is unusable, for which no workaround exists, and which materially impacts your ability to continue operation of your business.	8 Business Hours	8 Business Hours
Severity Level 2	A Severity 1 Level issue for which a workaround exists.	8 Business Hours	3 Business Days

Severity Level 3	A Supported Item or combination of Supported Items across all or many End Users, has failed or is unusable, but there is no material impact on your business operations.	8 Business Hours	5 Business Days
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2.2. 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) use of any Supported Item in combination with software or hardware that the Supported Item is not compatible with (as determined by us);
- (b) use of any Supported Item in a location other than any specified location for the Supported Item specified in the Application Form;
- (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) corruption, unauthorised access to or disclosure of, Your Data;
- (e) any obsolete or out of warranty hardware or software comprising or installed on any Supported Items; or
- (f) any other matter beyond our reasonable control, (each, an **Excluded Event**).

2.3. In order to resolve an Error with a Supported Item we may need to temporarily suspend the operation of the Supported Item and you hereby authorise us to do so. We will notify you in advance if we need to suspend any Supported Item.

2.4. A Support Request will be considered resolved for the purposes of the Agreement when the Supported Item performs materially in accordance with the Specifications.

2.5. If you require technical support services at Your Premises, or in relation to an Excluded Event, you must enter into an Agreement with us that expressly provides for our provision of such services.

3. Managed Software and Data Hosting Services

3.1. If "*Software and Data Hosting Services*" is specified in an Application Form, we will host Your Data, systems and software as specified in the Application Form in:

- (a) a third party data centre specified in the Application Form; or
- (b) where no data centre is so specified, as determined by us (in **Our Cloud**).

3.2. The Managed Software and Data Hosting Services do not include backup services. If you require us to backup any of Your Data, systems and software that we host in Our Cloud, you must enter into an Agreement with us that expressly provides for our provision of Managed Cloud Backup Services.

3.3. We will use reasonable endeavours to arrange that, or procure to arrange that, the Managed Software and Data Hosting Services are 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. “**Available**” means the Managed Software and Data Hosting Services are accessible by you and End Users materially in accordance with the Specifications subject to your relevant systems and devices being appropriately configured and you having a high speed internet connection that allows you to access the Managed Software and Data Hosting Services.
- 3.4. Upon termination of the Managed Software and Data Hosting Services:
- (a) we will provide you with access to a copy of Your Data hosted in Our Cloud for a period of 15 Business Days after which time we will delete all such Your Data and any virtual machines that we were hosting on your behalf as part of the Managed Software and Data Hosting Services; and
 - (b) we will use reasonable endeavours to provide transition services to assist you with the migration of Your Data that you hold that you downloaded from the hosting facility, to your nominated third party replacement supplier, subject to the negotiation of an additional fee payable by you and your payment thereof.
- 4. Cloud Deployment Services**
- 4.1. If “*Cloud Deployment Services*” is specified in an Application Form, we will provide the following services (**Cloud Deployment Service Requirements**):
- (a) carry out all work reasonably required in order for us to develop a cloud migration and deployment strategy for the deployment of the cloud infrastructure specified in the Application Form (the **Cloud Infrastructure**) (including by configuring and deploying applicable virtual machines, storage, databases, networking and automation);
 - (b) conduct workshops with you as deemed appropriate by us in order for us to develop the cloud migration and deployment strategy; and
 - (c) deploy the Cloud Infrastructure into a live environment for you, to the extent that it has not already been deployed.
- 4.2. In the course of our development of the cloud migration and deployment strategy for the deployment of the Cloud Infrastructure, we will prepare a plan for the deployment (**Deployment Plan**). The Deployment Plan shall establish the time frames for deploying the Cloud Infrastructure and the following information, as applicable:
- (a) identification of all critical path milestones and the commencement and completion dates for such critical path milestones;
 - (b) a detailed description of all activities to be performed by you and us respectively in connection with the deployment; and
 - (c) identification of all interdependent activities.
- 4.3. We will monitor the activities performed by any third-party suppliers set out in the Deployment Plan that are relevant to the deployment by:
- (a) monitoring each third-party’s performance of its implementation activities (to the extent possible); and
 - (b) promptly notifying you of their failure to perform their duties and obligations with respect to the deployment of Your Cloud Infrastructure if we become aware of the failure.
- 4.4. You must notify us if you become aware that you or any third party have not carried out the tasks assigned to you or them (as applicable) under the Deployment Plan.
- 4.5. We will be entitled to an extension of time for completion of any one or more of the stages of the Deployment Plan if one or more of the following events occur:
- (a) a Force Majeure Event occurs that results in a delay in the performance of that prevents the performance of any part of the Deployment Plan; or
 - (b) a delay is caused in whole or in part by you or any third-party supplier’s acts or omissions or your acts or omissions or any acts or omissions of your Personnel or any third-party contractors.
- 4.6. Upon completion of the Cloud Deployment Services, we will test the Cloud Infrastructure deployed under the Deployment Plan in accordance with the testing procedures set out in the Deployment Plan (**Acceptance Tests**) in order to determine and verify that it has been deployed in accordance with the Cloud Deployment Service Requirements in all material respects. We will submit to you a copy of all test results and you will be deemed to have accepted the Cloud Deployment Services and the relevant accounts setup in the Cloud Infrastructure as part of the Cloud Deployment Services upon the successful completion of the Acceptance Tests. You must not use any instance of, or accounts in, the Cloud Infrastructure in a live environment until and unless the Acceptance Tests have been successfully completed.
- 4.7. If any account on the Cloud Infrastructure that we have deployed into a production or live environment for you fails to pass the Acceptance Tests in accordance with the Deployment Plan, and we can demonstrate that the reason for the failure or non-compliance with the Deployment Plan is an issue or defect in Your Data or an issue or defect that we do not have express responsibility for in the Deployment Plan, then:
- (a) you must promptly (within 7 days or as otherwise set out in the Deployment Plan) correct or procure the correction of the relevant issue or defect and we will re-test the relevant account in the Cloud Infrastructure that has been deployed for you in accordance with the Deployment Plan; and
 - (b) if you fail to correct or procure the correction of the relevant issue within the relevant period referred to in paragraph (a), the Cloud Infrastructure that we have deployed for you shall then automatically be deemed to be accepted and fully compliant with this Agreement, notwithstanding the issue or defect.
- 4.8. If the Cloud Infrastructure fails to pass the Acceptance Tests in accordance with the Deployment Plan due to our breach of the Deployment Plan, we will promptly rectify the failure at our sole cost.
- 4.9. Where an Application Form expressly states that we are required to perform data migration as part of the Cloud Deployment Services:
- (a) we will extract the applicable data from one or more existing databases as specified in the Application Form (**Legacy Data**);
 - (b) we will convert the Legacy Data into a format suitable for the Cloud Infrastructure (**Converted Data**); and
 - (c) we will export the Converted Data to the Cloud Infrastructure.
- 4.10. We will use reasonable endeavours to ensure that the Converted Data is successfully integrated with and compatible with the Cloud Infrastructure, as determined by us. We are not liable for any corruption or loss of data caused by you or a Force Majeure Event.
- 4.11. You represent and warrant that you have the right and authority to engage us to transfer any Legacy Data (whether in the form of Converted Data or otherwise) to the Cloud Infrastructure and that the transfer will comply with Applicable Law. You must comply with your obligations with respect to data migration as set out in the Deployment Plan (including by ensuring integrity of the data, de-duplication of the data, assisting us with data extraction and providing data translation maps where required by us).

- 4.12. We are not liable for any failure to carry out Cloud Deployment Services where caused by your or your Personnel's breach of the Deployment Plan or any provision of this clause 4.
- 5. Managed Cloud Services**
- 5.1. If "*Managed Cloud Services*" is specified in an Application Form, we will:
- procure a subscription and/or licence for your relevant End Users specified in the Application Form to access and use the cloud platform specified in the Application Form (**Cloud Platform**);
 - setup, configure and act as the administrator of the Cloud Platform, including by setting up your domain name(s) on the relevant tenant, adding, editing, and removing user accounts, resetting account passwords, purchasing subscriptions and/or licence(s) on your behalf and allocating licences and/or subscriptions to End User accounts;
 - use third party monitoring services to monitor uptime of the Cloud Platform; and
 - provide training services for the Cloud Platform to your End Users set out in the Application Form on the agreed dates and times and at the location/s specified in the Application Form.
- 5.2. You acknowledge that your right to access and use 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 in or attached to the Application Form (collectively, **Cloud Platform Vendor Terms**).
- 5.3. 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 have read and accept the Cloud Platform Vendor Terms and agree to pay us for all orders, subscriptions, licences, products and services that we acquire from the Vendor for your and/or your End Users' use of the Cloud Platform.
- 5.4. You hereby indemnify us from and against all and any liability, claims, losses, damages and expenses that may be suffered or incurred by us as a result of your and/or your End Users' breach of any Cloud Platform Vendor Terms.
- 5.5. Except to the extent contrary to non-excludable Applicable Law, we are not liable for any downtime or unavailability of the Cloud Platform.
- 6. Managed Microsoft 365 Services**
- 6.1. If "*Managed Microsoft 365 Services*" is specified in an Application Form, we will during the Term of the Agreement:
- procure subscriptions and/or licences for your End Users to access and use the Office 365 products and services (**Microsoft 365 Services**) as specified in the Application Form;
 - setup, configure and act as the administrator of your Microsoft 365 Services tenant, including by setting up your domain name(s) on the tenant, adding, editing, and removing user accounts, resetting account passwords, purchasing subscriptions and/or licences on your behalf and allocating licences and/or subscriptions to End User accounts;
 - install Microsoft 365 Services on your End Users' virtual or physical machines as expressly specified in the Application Form (subject to you facilitating remote access to those machines);
 - create Microsoft Office 365 groups, set aliases and End User permissions; and
 - provide training services for the Microsoft 365 Services to your End Users set out in the Application Form on the agreed dates and times and at the location/s specified in the Application Form.
- 6.2. You acknowledge that your use of the Microsoft 365 Services is subject to the terms and conditions at and/or referred to at <https://www.microsoft.com/en-us/servicesagreement> and any other Microsoft terms, conditions and policies referred to in, or attached to, the Application Form (collectively, **Microsoft Terms**). In the event that we procure a software licence and/or subscription for any Microsoft 365 Services for you and/or any End User, then you agree to be bound by all applicable Microsoft Terms, as amended from time to time.
- 6.3. By placing an order for Managed Microsoft 365 Services with us, you represent and warrant that you have read and accept the Microsoft Terms and agree to pay us for all orders, subscriptions, products and services that we procure from Microsoft Corporation for your and/or your End Users' access and use of the Microsoft 365 Services.
- 6.4. You must indemnify us from and against all and any liability, claims, losses, damages and expenses that may be suffered or incurred by us as a result of your, your End Users' and/or your Personnel's failure to comply with any Microsoft Terms.
- 6.5. Except to the extent contrary to non-excludable Applicable Law, we are not liable for any downtime or unavailability of any Microsoft 365 Services.
- 7. Managed Amazon Web Services**
- 7.1. If "*Managed Amazon Web Services*" or "*Managed AWS Services*" is specified in an accepted Quote, we will:
- setup, configure and act as the administrator of your Amazon Web Services (**AWS**) tenant, including by setting up your domain name(s) on the tenant, adding, editing, and removing user accounts, resetting account passwords, purchasing subscriptions and/or licences on your behalf and allocating subscriptions and/or licences to End User accounts; and
 - provide the training services for AWS to your End Users set out in the Application Form, on the agreed dates and times at the location/s specified in the Application Form.
- 7.2. You acknowledge that your use of AWS is subject to:
- you procuring subscriptions and/or licences for your End Users to access and use the AWS products and services (**AWS Services**) from us or procuring such a subscription and/or licence independently of us;
 - the AWS terms and conditions between you and Amazon Web Services Australia Pty Ltd (or any of its related entities) at and/or referred to at <https://aws.amazon.com/agreement/>, the AWS Privacy Notice at <https://aws.amazon.com/privacy/> and any other AWS agreements, policies and statements referred to or attached to the Application Form (collectively, **AWS Terms**). In the event that we procure subscriptions and/or licences for any AWS Services for you or any End User, then you agree to be bound by all applicable AWS Terms, as shall be published and amended from time to time.
- 7.3. By placing an order for AWS with us, you represent and warrant that you and/or your End Users (as applicable) accept the AWS Terms and you agree to pay us for all orders, subscriptions, products and services that we acquire from Amazon Web Services Australia Pty Ltd (or any of its related entities) for your and/or your End Users' use of the AWS Services.
- 7.4. You must indemnify us from and against all and any liability, claims, losses, damages and expenses that may be suffered or incurred by us as a result of your, your End Users' and/or your Personnel's failure to comply with any AWS Terms.
- 7.5. Except to the extent contrary to non-excludable Applicable Law, we are not liable for any downtime or unavailability of any AWS Services.