



Service Schedule - Managed IT Services

Last updated on 20 September 2022

1. About this Service Schedule

1.1. This Service Schedule only applies where a Quotation expressly provides for our supply of one or more of the following services to you:

- (a) General Managed IT Services;
- (b) Managed Technical Support Services;
- (c) Managed Cloud Backup and Disaster Recovery Services; and
- (d) Managed Microsoft 365 Services.

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

1.3. Project advice, consulting and other professional time incurred by us at your request will be charged on a time and materials basis as an Ad Hoc Engagement in accordance with our Professional Services Agreement (available upon request from us) except as otherwise specified in the Quotation.

2. General Managed IT Services

2.1. If "*General Managed IT Services*" is specified in the Quotation, we will during the Term in respect of hardware or software items specified as supported items in the Quotation (each, a **Supported Item**):

- (a) check the Supported Items' logs (either continuously or regularly), read any error notifications issued by email to us with respect to errors reported by the Supported Items and use best endeavours to resolve such errors as "Errors" as part of our Managed Technical Support Services as if such error notifications constituted a Support Request;
- (b) install firmware updates and other software patches to the Supported Items (via remote electronic access, except as otherwise specified in the Quotation) after receiving notice of the existence of the updates and patches where they are available to us free of charge or paid for by you,

(individually and collectively, **General Managed IT Services**).

2.2. Any patches of test and production Supported Items will be carried out either manually or via automated means as determined by us.

2.3. We will only apply patches to servers, network devices and firewalls that are Supported Items outside of Business Hours.

2.4. Any Errors that result from firmware updates and other software patches that are applied to the Supported Items will be addressed as part of the Managed Technical Support Services.

3. Managed Technical Support Services

3.1. If "*Managed Technical Support Services*" is specified in the Quotation, we will provide the following services (together, the **Managed Technical Support Services**) during the Term:

- (a) we will operate a support helpdesk through which you can request technical support from us by telephone or email (using a telephone number and email address that we specify for such purposes) with respect to any Supported Item (**Support Request**) if the Supported Item is repeatedly not operating 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 vendor or manufacturer of the Supported Item, where requested by you, escalate the Support Request to the relevant

vendor or manufacturer of the Supported Item for resolution where we consider it prudent to do so;

- (iv) use our best endeavours to resolve the Error in accordance with the below timeframes:

Priority	Description	Response time	Target resolution time
Priority 1	Critical - Complete loss of access to or use of Supported Items affecting all of your employees.	Within two Business Hours.	Four Business Hours after our initial response.
Priority 2	High - Major interruption to use or access of Supported Items	Within four Business Hours.	Within one Business Day after our initial response.
Priority 3	Medium - Single user impacted. Business operations not directly impacted.	Within six Business Hours.	Within two Business Days after our initial response.
Priority 4	Low - End User/Users not impacted but if issue not resolved, may impact user or operations	Within eight Business Hours.	Within four Business Days after our initial response.
Priority 5	Service Request – New user or general service requests	Within three Business Days.	Within five Business Days after our initial response.

3.2. For the avoidance of doubt, we have no obligation to provide Managed Technical Support Services other than

- in respect of Supported Items. Further, we have no obligation to perform any Managed Technical Support Services in respect of an Error caused by:
- (a) your 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 designated location for the Supported Item specified in the Quotation;
 - (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 or disclosure to or of Your Data;
 - (e) any obsolete or out of warranty hardware or software comprising or installed on any Supported Items; or
 - (f) any hardware or software comprising or installed on any Supported Items that has reached its "end of life" or "end of support" date (as determined by us, acting reasonably).
- (each, an **Excluded Event**).
- 3.3. 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.
 - 3.4. A Support Request will be considered resolved for the purposes of the Agreement when the Supported Item performs materially in accordance with the Specifications.
 - 3.5. If you wish for us to provide technical support services at your premises, or in relation an Excluded Event, you must enter into an Agreement with us that expressly provides for our provision of such services.
 - 3.6. If you wish for us to provide Managed Technical Support Services outside of Business Hours, you must enter into an Agreement with us that expressly provides for our provision of such services.
 - 3.7. Where we agree in a Quotation to provide Managed Technical Support Services outside of Business Hours, we will only be required to use our best endeavours to do so and in any event will only do so in respect of critical server and system outages for Supported Items.
 - 3.8. You agree that:
 - (a) you must ensure that all Supported Items and any use thereof complies with and is used in accordance with all Applicable Laws and manufacturer instructions;
 - (b) you must not do anything or permit anything to be done by any third party which would compromise or damage the efficient operation or security of any Supported Item; and
 - (c) we are not liable for any non-performance of a Supported Item to the extent caused by your or a third party's actual or attempted modification, update, upgrade, repair or tampering with any Supported Item.
4. **Managed Cloud Backup and Disaster Recovery Services**
 - 4.1. If "*Managed Cloud Backup and Disaster Recovery Services*" is specified in the Quotation, we will during the Term supply or procure the supply of a service that backs up that part of Your Data (excluding any open files) that is specified in the Quotation at the frequency set out in the Quotation to facilitate the restoration thereof (the **Backup Files**) in the event that the Backup Files are lost or corrupted (the **Managed Cloud Backup Services**).
 - 4.2. The Managed Cloud Backup Services will be configured to backup the Backup Files only in the locations in which they are held at the time that the configuration is carried out by us.
 - 4.3. If you or any other person relocates Backup Files or if the Backup Files become unavailable or inaccessible to our backup service for any reason the Managed Cloud Backup Services will not be able to operate in its intended manner, we will not be liable for the failure of the Managed Cloud Backup Services to operate as intended and you will still be required to pay us for the Managed Cloud Backup Services.
 - 4.4. You must:
 - (a) maintain your systems and networks so that we are able to access the Backup Files at all times; and
 - (b) immediately notify us if you relocate any Backup Files or if you become aware that the Managed Cloud Backup Services are not backing up the Backup Files as intended.
 - 4.5. You may login to the Managed Cloud Backup Services. You may also configure the Managed Cloud Backup Services, restore Backup Files and otherwise use the Managed Cloud Backup Services functionality. However, we are not responsible for any of your acts or omissions that results in any non-performance of the Managed Cloud Backup Services or the loss or corruption of any of Your Data, including any Backup Files.
 - 4.6. The Managed Cloud Backup Services will:
 - (a) only take backups of the Backup Files;
 - (b) only backup on an incremental or complete basis; and
 - (c) delete copies of the Backup Files on a recurring basis,
 but only as specified in the Quotation or otherwise configured.
 - 4.7. In the event of any data loss or corruption of the Backup Files, we will use our best endeavours to restore the Backup Files from the latest version of the Backup Files that is held by the Managed Cloud Backup Services.
 - 4.8. At the conclusion of the Term, we will delete all Backup Files held by the Managed Cloud Backup Services.
5. **Managed Microsoft 365 Services**
 - 5.1. If "*Managed Microsoft 365 Services*" is specified in the Quotation, we will during the Term:
 - (a) procure a subscription or licence for your End Users to access and use the Office 365 products and services (**Microsoft 365 Services**) as specified in the Quotation;
 - (b) setup, configure and act as the administrator of your Microsoft 365 tenant (or take over the administration of your existing Microsoft 365 tenant, where specified in the Quotation), including by setting up your domain name(s) on the tenant (if not already setup) and to the extent requested by you or specified in the Quotation, adding, editing, and removing user accounts, resetting account passwords, purchasing licence(s) on your behalf and allocating licences to user accounts;
 - (c) to the extent requested by you or specified in the Quotation, install Microsoft 365 Services on your End Users' virtual or physical machines (subject to you facilitating remote access to those machines); and
 - (d) where agreed by you and us, create Microsoft Office 365 groups, set aliases and set End User permissions.
 - 5.2. You acknowledge that your use of the Microsoft 365 Services is subject to the Microsoft Services Agreement between you and Microsoft at <https://www.microsoft.com/en-au/servicesagreement/>, Microsoft's Privacy Statement at <https://privacy.microsoft.com/en-us/privacystatement> and any other Microsoft agreements, policies and statements referred to from or attached to the Quotation (collectively, **Microsoft Terms**). In the event that we procure a software licence or subscription for any Microsoft 365 Services for you or any End User, then you agree to be bound by all applicable Microsoft Terms as shall be published and amended from time to time.
 - 5.3. 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 or your End Users' failure to comply with any Microsoft Terms.