

Wave Logic Managed Services Standard Terms and Conditions



Version 1.8
Effective Date 03 February 2022

1 SERVICE DESCRIPTION

- 1.1 Wave Logic Managed Services are a managed audio/visual technology service arrangement providing outsourced management of defined Devices with comprehensive ITIL-aligned services.
- 1.2 A Managed Services Schedule, which details the Services included within the Managed Services will be provided to you. This Managed Services Schedule must be formally accepted by the client prior to Service Commencement.
- 1.3 The features and functionality of the Wave Logic Managed Services are dependent on the capabilities of the Device being managed and the ability for our systems to connect to the Device to obtain information.

2 SERVICE INCLUSIONS

- 2.1 The elements included in your Services are listed in the Managed Services Schedule, as described in clause 1.2.

3 EXCLUSIONS

- 3.1 Exclusions from the Manage IT Services include, but are not limited to:
- (a) issues resulting from misconfiguration by you or your personnel;
 - (b) failures in maintenance or administration by you or your personnel;
 - (c) Incidents caused by any unauthorised change(s);
 - (d) end-user support or technical advice to any persons not listed as a Named Contact.

4 TERM AND TERMINATION

- 4.1 This Managed Services Schedule begins on the Start Date and continues for the Term unless terminated or renewed.

EARLY TERMINATION CHARGES

- 4.2 If during the Term or the Renewal Term you terminate this Managed Services Schedule we may charge you an Early Termination Charge with the amount calculated as follows:

Number of Remaining Months	Early Termination Charge
25 – 36 months	8 months of Current Monthly Recurring Charges
13 – 24 months	5 months of Current Monthly Recurring Charges

12 months or less

3 months of Current Monthly Recurring Charges

- 4.3 You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.
- 4.4 The Early Termination Charge will be in addition to any outstanding charges due pro-rated to last payment.
- 4.5 Any charges which have been incurred are non-refundable in the event of early termination.
- 4.6 The Early Termination Charge will be in addition to any charges associated with disengagement services.

5 BILLING COMMENCEMENT DATE

- 5.1 Billing for the Monthly Recurring Charges of the Services will begin on the earlier of:
 - (a) the date we start monitoring the first Device using our Enhanced Monitoring; or
 - (b) a date in time which we mutually agree in writing with you.
- 5.2 Some components of the Services may be completed post Billing Commencement Date.
- 5.3 If services are unable to be transitioned, or utilised by you due:
 - (a) to your delay;
 - (b) your failure to complete your responsibilities or obligations under this Agreement; or
 - (c) due to any other third-party reason which we are not directly responsible for,the Billing Commencement Date will be no later than 30 days from the Start Date.

6 MINIMUM COMMITMENT

- 6.1 You may request in writing, or if required in accordance with clause 7, a variation of the Services described in this Services Schedule to meet your changing requirements and demands.
- 6.2 When such variations result in a reduction to the Monthly Recurring Charges (**MRC**), the resulting MRC total may not be lower than 75% of the higher of:
 - (a) The MRC as at Billing Commencement Date; or
 - (b) The average MRC over the previous 3 months.

7 SERVICE CHARGES

MONTHLY RECURRING CHARGES (MRC)

- 7.1 The MRC as at Billing Commencement Date are set out on the front page of your Managed Services Schedule.
- 7.2 MRC will be invoiced monthly in advance from the Billing Commencement Date. MRC varied in accordance with clause 7 will be pro-rated to the end of the quarter.

MRC VARIATIONS – GENERAL

- 7.3 Variations to the Services that will impact the MRC must be requested in writing to Wave Logic or

raised as a Service Request and reviewed as part of Change Management.

7.4 Variations to MRC will take effect from the date we start monitoring additional Device(s) using our Monitoring.

CHARGE INCREASES

7.5 Notwithstanding anything in this Agreement to the contrary, after the first twelve (12) months and for every twelve (12) months thereafter, we may increase the Service Charges for any Services at a rate not to exceed three percent (3%) per annum.

ADDITIONAL SERVICE CHARGES

7.6 Some activities provided by us may be subject to Additional Service Charges.

7.7 Additional Service Charges apply for works performed by us which are outside the scope of Services defined in this Services Schedule. Examples where an Additional Service Charges will occur, include but are not limited to:

- (a) Complex Changes;
- (b) Project Services;
- (c) On-site Services not otherwise included in the Managed Services Schedule;
- (d) Customer Cause such as;
 - (i) configuration changes not verified by us covering Devices that subsequently cause an outage or Incident to be logged;
 - (ii) unauthorised change of any part of the Services; or
 - (iii) remediation of Devices resulting from environmental issues.

7.8 The below table details hourly rates for additional work carried out by us:

Resource	Business Hours	Non-Business Hours
Audio/Visual Engineer	\$230.00 per hour	\$350.00 per hour

7.9 On-site Services is work is performed by us requiring us to attend a physical site other than our premises, which is not explicitly included in the Managed Services Schedule. Such On-site Services incur a minimum 2-hour charge and are subject to resource availability.

7.10 Project Services are works which may include design, developing a scope of works and project management. Project Services may include a Complex Change that has been determined by us to require delivery via formal Project Services.

7.11 Project Services will be quoted separately as required, for your approval prior to any works being undertaken

7.12 Additional Service Charges will be invoiced monthly in arrears on completion of work.

8 SERVICE DETAILS

OPERATIONAL SUMMARY

8.1 Below is an operational summary for the Manage IT Services:

Business Hours	08:30 - 17:30, Monday to Friday (excluding public holidays)
Contact Number (Toll Free)	1800 4 AV HELP (1800 428 435)
Email	support@wavelogic.com.au
Customer Portal	https://portal.wavelogic.com.au

MANAGE IT - SERVICES OVERVIEW

8.2 The table below provides an overview of the Manage IT Services:

Service	Service Description	Service Hours
Service Asset & Configuration Management (SACM)	We will store and update a Configuration Management Database (CMDB) of supported Configuration Items (CI)	Business Hours
Monitoring	Our Monitoring is used for remotely and pro-actively monitoring your infrastructure from the Services Operations team	Business Hours
Incident Management	We offer phone, web and email access to Service Operations for Incidents reporting.	Business Hours
Escalation to Vendor	We offer liaison with and escalation to vendor/s or relevant third-parties where required	Business Hours
Problem Management	We utilise Problem Management to reduce the chance of Incident recurrence or the Incident occurring on other CI's	Business Hours
Change Management	The facilitation of Standard Changes is managed and implemented by us via ITIL based Change Management process.	Business Hours
Client Engagement	Service management which is performed by Wave Logic in the form of ad-hoc and scheduled engagements. Service Reviews – Monthly or Quarterly	Business Hours
Release Management	We will review patch levels on Devices, present recommendations and perform minor upgrades.	Business Hours

SERVICE ASSET & CONFIGURATION MANAGEMENT (SACM)

8.3 Based on the information supplied by you and collected by our Service Management Systems or as agreed as part of an audit and within the capabilities of the Configuration Item (CI), we will store and update a CMDB of CI's relating to Devices.

- 8.4 Any Changes to the CI must be managed through the Change Management process to ensure the integrity of the SACM.
- 8.5 You will be responsible for ensuring all updates are supplied to us as part of agreed change process.

MONITORING

- 8.6 Our Monitoring is used for remotely and pro-actively monitoring Devices by Wave Logic Services Operations team. This system is built on a number of technologies using our wealth of knowledge and experience to provide fast and efficient processing of all alerts, and is combined with built-in call-home features that generate automated alerts and tickets within the Wave Logic Service Management System.
- 8.7 We may install either a physical or virtual Data Collector as part of the Managed Services. The Data Collectors connect back to the central Monitoring System using a secure encrypted connection, which allows for the delivery of system availability, performance and capacity information back to the Service Operations team. This information is then fed through our custom filters, and events are created via rules and agreed thresholds which are either automatically dealt with by our Service Management Systems or reviewed by Service Operations to determine if an Incident should be raised.
- 8.8 Each event is categorised as one of the three following types:
- (a) **Informational** – Includes confirmation of a batch job or regular operation event. This information is fed into the Service Operation's daily checks and on-going healthcare for Devices.
 - (b) **Warning** – Includes potential imminent failures or systems and processes that may have reached a predefined warning threshold, such as unexpected network latency. Service Operations will then review and assess if any further preventative action is required in order to mitigate possible impact.
 - (c) **Critical** – Includes a system or process that has either reached a predefined critical warning level e.g. temperature or a system, service or Device down. Service Operations will first assess the event to ensure that it is a genuine alert before initiating the Incident Management process.
- 8.9 All monitored metrics are dependent on the capabilities of the Device under management to present the information.

INCIDENT MANAGEMENT

- 8.10 All Incidents will be recorded in the Service Management System under the Incident Management workflow. We will record the name of the person or system reporting the Incident, severity, the time of the call and any other pertinent information, along with criteria for resolution to ensure that the workflow is initiated correctly.

Named Contacts

- 8.11 The Managed IT Service is available to a defined list of Named Contacts (your representatives) as per Appendix A of this Services Schedule which are to be agreed upon during the on-boarding phase.
- 8.12 Any representative who is not defined as a Named Contact will be denied service due to security and operational considerations.
- 8.13 Changes to the Named Contact list are to be provided in writing by a current Named Contact to Wave Logic, or through a Service Request to the Service Operations team.
- 8.14 You are responsible for ensuring the Named Contact list is accurate.

Logging a New Incident or Service Request

8.15 The following provides contact details and your requirements for logging an Incident or Service Request with us.

Contact Number (Toll Free)	1800 4 AV HELP (1800 428 435)
Email	support@wavelogic.com.au
Customer Portal	https://portal.wavelogic.com.au

8.16 When logging a new Incident the following details will be required:

- (a) Your company name;
- (b) Contact name;
- (c) Device name or serial;
- (d) Details of symptoms experienced;
- (e) Details of any recent changes; and
- (f) Impact to the business.

8.17 All new Incidents will undergo an initial impact assessment to determine the priority level. We will look to determine the number of users/systems affected and establish the commercial impact to your environment.

Criteria for Resolution

8.18 The criteria for resolution are agreed as part of the impact assessment. When the criteria are met the Incident is deemed to be resolved, at which point the Service Operations team will contact the originator to confirm the authority to close the ticket.

Incident Handling

8.19 Once logged, Incidents are managed within the Service Management System in-line with the assigned priority.

8.20 All actions and associated updates are logged in the Service Management System throughout the Incident Management lifecycle with periodic updates sent to you.

8.21 Upon resolution, the Service Operations team will contact the originator to advise of the resolution and confirm the criteria for resolution have been met prior to closing the ticket.

8.22 If Service Operations are unable to make contact with the originator, a notification will be sent through to the Named Contacts and the ticket automatically closed after 24 hours.

Priority Definitions

8.23 Below is the Incident Assessment Matrix:

Business Impact	Critical	Significant P2	Urgent P1
	Non-Critical	Service Request P3	Significant P2
		Normal	High
		Urgency	

8.24 The above priorities are defined as follows:

8.26.1 Priority 1 (P1 – Business Critical)

- (a) To be classified as a P1 there must be an interruption impacting the whole organisation, a critical business function, or is causing a major commercial or publicity impact.
- (b) At this priority level both parties must commit to mutual assistance and urgent response times, as well as involvement by all necessary and appropriate personnel until a mutually agreeable workaround is provided and the priority is no longer considered to be P1.
- (c) You must telephone through a P1 Incident and this must be accepted by as a P1 Incident by us. Outages detected through Monitoring will default to P2.

8.26.2 Priority 2 (P2)

- (a) To be classified as a P2, we must have lost access to a Device that is causing major impact to the business or in a state of degraded performance severely impacting business operations with no work-around available.
- (b) At this priority level we are committed to provide a workaround and/or restore normal operations as quickly as possible.

8.26.3 Priority 3 (P3 – Service Request)

- (a) A P3 is classified as a Service Request or request for information with no immediate impact to the business.
- (b) At this priority level we will, during Business Hours, respond to the request and provide the requested information or advice.

Non-Business Hours Service

8.25 We provide best effort access to our Service Operations team for assistance outside of Business Hours.

8.26 Additional Service Charges will apply to any Non-Business Hours Services.

8.27 Once a call is taken it is logged in our Service Management System and then passed to a member of the Service Operations team who specialises in that technology.

8.28 In order to access the Non-Business Hours service, please call the Service Operations number specified. Email and web portal logged tickets are not processed outside of Business Hours.

Third-Party Management and Vendor Liaison Service

8.29 We will manage any “back-to-back” Vendor or third-party support you may have in place relating to Devices and in accordance with the agreed priority and the terms of the Vendor support agreement.

8.30 You acknowledge we may be constrained by the level of Vendor support you have in place.

8.31 Devices which are not covered by Vendor support or where the Vendor support does not meet the required Service levels, will be managed on a “best-efforts” basis and excluded from any Service Levels.

Your Responsibilities – Incident Management

8.32 You must have an established 1st line support function that handles all contact with end users and carries out a technical triage of any issues reported.

8.33 You must undertake appropriate triage methods to ascertain the Business Impact of an Incident and confirm the Incident is related to the Services before contacting us.

8.34 You must undertake an initial impact assessment before logging the Incident with us. This assessment is to include:

- (a) affected Services;
- (b) Business Impact as defined under the priority definitions in this clause 8;
- (c) number and type of users affected; and
- (d) recent changes on affected infrastructure (regardless of perceived impact).

8.35 Where requested, you must make available appropriately skilled persons while an Incident is being managed as required.

PROBLEM MANAGEMENT

8.36 The Problem Management process will be instigated when a work around is put in place for an Incident where the root cause is either not known or requires further work to implement the final resolution.

8.37 In order to prevent Problems and resulting Incidents from reoccurring, our Problem Management process is used to determine the Problem’s root cause. The process is also designed to minimise the impact of Incidents that can be avoided.

8.38 A Problem can be detected by a number of sources, including but not limited to:

- (a) The Service Operations team from a specific Incident;
- (b) monitoring and alerting;
- (c) Incident trend analysis;
- (d) notification from vendor / security Incident;
- (e) our known error records.

8.39 When a Problem is identified, we will gather all necessary information and perform root cause analysis.

8.40 If a Change is needed in order to fix a Problem then a Request for Change will be initiated and put through the Change Management process.

- 8.41 If Service Operations cannot find a solution, the Problem will be escalated internally and then to the Vendor as necessary.
- 8.42 At the point of resolution, or the root cause cannot be determined, the Service Operations team will contact the requestor in order to agree to close.

CHANGE MANAGEMENT

Request for Change (RFC)

- 8.43 All Requests for Change related to this Services Schedule must be submitted using our Request for Change Form (RFC) via online portal.
- 8.44 You are responsible for completing the RFC for changes requested by you in accordance with the Change Management process.
- 8.45 Upon receiving the RFC, Service Operations will evaluate the form and determine the nature of the change before confirming with the requester.
- 8.46 Once accepted, Standard Changes will be put forward for scheduling whilst Normal Changes will be submitted to our Subject Matter Expert (SME) for review prior to Change Advisory Board (**CAB**) approval.
- 8.47 If applicable, you must advise acceptance that any costs incurred are agreed prior to works commencing.
- 8.48 An incomplete RFC will be rejected by the CAB along with an explanation as to what is missing and further details of any actions required prior to re-submission.

Standard Changes

- 8.49 Standard Changes are pre-approved changes that have been through the full Change Management process, including your and our CAB approval at least once to include an agreed schedule of works to complete.
- 8.50 Once approved by CAB the Standard Changes are added to the Standard Changes catalogue to be maintained by us and can be implemented in accordance with the agreed process without requiring additional approval from the CAB.
- 8.51 In order to meet the "Standard" classification the change must be:
- (a) low risk;
 - (b) relatively common and recurring;
 - (c) following an established schedule of works;
 - (d) the accepted solution to a specific requirement or set of requirements;
 - (e) total effort on our behalf does not exceed 2 hours; and
 - (f) no planning or consultancy effort required.
- 8.52 Once approved, we will action Standard Changes on supported Devices as agreed by both parties during the Service Hours.
- 8.53 Multiple Standard Change requests may be determined by us as a Complex Change at our sole discretion.
- 8.54 A request to implement a Standard Change outside the Service Hours will incur Additional Service Charges which will be advised and must be accepted in writing prior to works commencing.

Emergency Changes

8.55 We classify an Emergency Change as a Change required in order to resolve or implement a tactical workaround for a Critical Incident. All Emergency Changes are subject to approval by both parties before implementation.

Complex Changes

8.56 Complex Changes are all Changes that are not classified as Standard Change or Emergency Change. Once logged, all Normal Changes are assessed against a risk matrix and assigned a Change Request ranking of 1 to 3; 1 being critical risk, 2 being standard risk and 3 being low risk.

8.57 Once assessed, the change will then be submitted for further technical review by our SME before submission to the CAB.

8.58 All Complex Changes will incur an Additional Service Charge which must be accepted in writing prior to any works commencing.

8.59 We may, at our discretion, define complex Complex Changes as requiring delivery through a Project Service.

Change Advisory Board (CAB)

8.60 Our Change Advisory Board (**CAB**) convenes each Tuesday during Business Hours. The function of the CAB is to:

- (a) review and approve or reject all Normal Change Requests logged since the last CAB meeting;
- (b) review all Normal Changes implemented since the last CAB meeting;
- (c) review all failed or rejected Changes since the last CAB meeting; and
- (d) review the list of Standard Changes and make changes as needed to ensure concise and accurate schedule of works is in place.

8.61 If the CAB approves the Change, they will inform Service Operations that it can proceed. If the CAB rejects the RFC, they will provide reasons and further actions for Service Operations to communicate to the change originator. The Change should then be re-submitted and will be reviewed at the next CAB meeting.

8.62 A Named Contact from your business must approve all Emergency Changes before implementation.

8.63 Once approved, the Emergency Change will be implemented at the agreed time.

SERVICE MANAGEMENT

8.64 We adhere to a robust service management process which manages the Services and customer relationship in an ongoing manner.

Service Commencement

8.65 The first step of Service establishment involves the Wave Logic Service Operations team being responsible for transitioning systems and Devices into Managed Services. This includes ensuring all required information is collected and Service Management System, Monitoring and SACM are updated.

8.66 Wave Logic will provide an on-boarding pack which provides all important information covering the details of the Managed Services and how to work with us.

Service Review

- 8.67 The Service Review and associated reports will provide an overview of your specific services offered by us over a given period including a documented actions register which is tracked and managed by Wave Logic. A standard Service Review report includes:
- (a) **Executive Summary** – incorporates a comprehensive technical and service performance summary including minor/major technical recommendations as well as opportunities for service improvement identified for the reporting period.
 - (b) **Service Level Management** – includes a summary and graphical representation of ticket counts (Incidents, Problems and Change Requests), achievement against Service Levels for the reporting period and trend analysis based on technology and priority.
 - (c) **Service Availability Overview** - detailed graphical representation of overall Device uptime, performance, and utilisation for each Device.
- 8.68 Additional details of the items to be included in the Service Reviews for your Services are described in your Managed Service Schedule.
- 8.69 Service Review documents are either sent or presented to you during the second full calendar week of the following month based on the frequency defined in clause 8.2.

Service Improvement

- 8.70 Wave Logic will take responsibility of ensuring the Managed Services are understood by all parties, meeting your expectations and continuing to enhance value to you. In order to achieve this end Wave Logic will take responsibility for:
- (a) **Problem Management** – Ensuring all Problem Management process is followed and information and recommendations including PIR provided back to you.
 - (b) **Continual Service Improvement** – A Service Improvement Plan (SIP) will be developed and managed by Wave Logic with you.

Renewal Management

- 8.71 We will take the administrative overhead out of managing external Vendor or other third-party support contracts covering Devices covered by Managed Services.
- 8.72 We will recommend the support required from Vendors of third party, track existing contract start and end dates, associated costs, provide notification of expiring contracts as well as reporting to assist with IT cost budgeting.
- 8.73 Maintaining the renewal of support contracts is essential for ensuring the ability to access Vendor support or patch updates.

RELEASE MANAGAEMENT

- 8.74 Software patch or firmware releases covering Devices are reviewed by us frequently. Advice and recommendations are provided to you as to which releases should be considered for installation.
- 8.75 Minor releases that can, in our discretion, be completed as a Standard Change will be completed by us during Standard Change Service Hours.
- 8.76 Minor releases required to resolve a Critical Incident will follow the Emergency Change process.
- 8.77 Major software upgrades or upgrades classified as a Complex Change or Project Services will be reviewed and incur Additional Service Charges.

Technology Specific Patch Management

- 8.78 There are two classifications with regard to patching and their definitions are outlined below.
- (a) **Minor** – A patch or firmware released and supported by the Vendor that is a ‘dot release’ and is recommended by us to overcome an issue impacting the business.
 - (b) **Major** – A new software version or firmware released and supported by the Vendor that will implement changes and/or add new functionality.
- 8.79 Patching will be in accordance with Change Management processes and Scheduled Maintenance.
- 8.80 Remediation of any dependant services that are required to perform upgrades remain your responsibility, unless dependant services are provided by us.

9 SERVICE LEVELS

SERVICE LEVELS FOR MANAGED IT SERVICES

- 9.1 The following table outlines the Service Levels and response time objectives for Service Operations associated with Incident Management. Refer to the Technical Service Definition for any specific Service Levels and associated terms.

Category	Service Level Target	Minimum Service Level	Service Credits
P1 Incidents	100% of Incidents responded to within 15 minutes	100%	Service level missed – 5% Service Credit
P2 Incidents	100% of Incidents responded to within 60 minutes during Business Hours	Service Credits apply from 2nd failure within a calendar month	Service level missed – 5% Service Credit
P3 Service Request	100% of incidents responded to within 2 Business Days	None	No Service Credit

- 9.2 The Incident response service level target (or “incidents responded to” in table above) measures the time interval between the discovery of an incident either from your notification by phone, an automated proactive alert, or our manual discovery is lodged with the Service Operations, and the time taken to issue a service ticket acknowledging the issue.

SERVICE CREDITS

- 9.3 Service Credits for missed Service Levels are applicable against Service Charges defined in clause 7.
- 9.4 Service Credits are calculated as a percentage of the total Monthly Recurring Charges within this Services Schedule and in any event shall not exceed 10% of the total Monthly Recurring Charges in the month that the Service Credit arose.
- 9.5 If a dispute arises with respect to the Service Levels in this Services Schedule, we will make a determination in good faith based on the available information.
- 9.6 Where you are entitled to a Service Credit in accordance with the terms of this Services Schedule, the Service Credit will be applied as a credit on a future invoice issued by us for the Services under the Agreement.
- 9.7 Any applicable Service Credits are your sole and exclusive remedy for any failure by us to meet the Service Level.

COMMENCEMENT, REPORTING AND APPLICATION

- 9.8 Service Levels will commence 60 days from Billing Commencement Date.
- 9.9 Service Level reporting will commence from the first of the month subsequent to commencement of service levels and delivered on or around the second Thursday of the following month.
- 9.10 The Service Levels and the Service Credits only apply to the Managed Services being provided under this Services Schedule as described in clause 8.2.

SERVICE LEVEL EXCLUSIONS

- 9.11 Unless otherwise agreed in writing, we are not responsible for a failure to meet a Service Level to the extent that you cause the failure as a result of:
- (a) a breach of obligations under this Agreement,
 - (b) misconfiguring a platform which directly impacts the Service,
 - (c) causing a catastrophic equipment failure due to an undocumented bug introduced on an application or IT system,
 - (d) negligent acts or omissions,
 - (e) implementing changes outside the Change Management process which directly impacts the Service,
 - (f) failing to follow our reasonable directions which directly impacts the Service,
 - (g) not providing us with full and accurate information detailing any requests or relating to any Incidents reported to us; or
 - (h) failing to comply with a request from us to maintain sufficient environmental considerations including but not limited to:
 - (i) sufficient ventilation or equipment clearance;
 - (ii) network bandwidth;
 - (iii) protected electrical supply; or
 - (iv) such failure which directly impacts the Service.
- 9.12 Unless otherwise agreed in writing, we are not responsible for a failure to meet a Service Level due to:
- (a) a failure caused by a third party not defined in this Services Schedule as our responsibility;
 - (b) limitations of your Vendor or third-party support agreement;
 - (c) a Force Majeure Event;
 - (d) any third-party software or equipment used, operated or interfaced with the Services not provided by us; or
 - (e) Scheduled Maintenance.
- 9.13 We may not carry out all requests or rectify all Incidents as part of the Service Levels and may charge you our reasonable costs incurred in identifying, examining and rectifying any of the following Incidents caused by you or any other party that are not our responsibility:
- (a) resulting from interference,
 - (b) where there is a breach of;

- (i) this Agreement,
 - (ii) the responsibilities assigned to you in relation to the relevant products as part of the Service, or
 - (iii) any documents provided by us as part of the Service,
- (c) due to act or omission that causes damage to the Devices under the Service,
 - (d) as a result of software being incompatible with a product, service or feature provided by us unless a Change Request has been formally raised and accepted by all parties; or
 - (e) any support and maintenance outside our responsibilities as defined in this Services Schedule.

10 SCHEDULED MAINTENANCE

- 10.1 Scheduled Maintenance incorporates a period of time where works will be carried out that may or may not impact the Services.
- 10.2 All parties acknowledge that Scheduled Maintenance is required to keep systems working optimally and may require changes to a system and or an outage.
- 10.3 Scheduled Maintenance that will impact Services must follow the Change Management process.
- 10.4 For the purposes of any availability calculation, systems that are unavailable for the duration of any Scheduled Maintenance will be deemed to be available.

SCHEDULED MAINTENANCE ON DEVICES

- 10.5 Incorporates Scheduled Maintenance on Devices owned by you.
- 10.6 Scheduled Maintenance on Devices will follow the Change Management Process.

YOUR SCHEDULED MAINTENANCE

- 10.7 Incorporates Scheduled Maintenance to be undertaken by you that does not involve Devices or us.
- 10.8 You will advise us during Business Hours where it could be reasonably considered your Scheduled Maintenance may impact Services at least 24 hours prior.
- 10.9 All notifications should be sent via the customer portal.
- 10.10 You acknowledge that failure to comply with this section may result in Additional Service Charges should the Services be impacted.

OUR SCHEDULED MAINTENANCE

- 10.11 Incorporates Scheduled Maintenance to be undertaken by us on our owned or operated systems that:
 - (a) does not involve or impact Devices. This may include Monitoring, Data Collectors or Service Management Systems;
 - (b) involves our 'as a Service' offering where a separate Services Schedule has been provided defining that Service; and
 - (c) where an outage is required on our owned system, we will follow an internal change management process with notifications published to you 72 hours prior to the scheduled start time.
- 10.12 We will endeavour to carry out our Scheduled Maintenance that will impact the Service:

- (a) within the Scheduled Maintenance times referred to below,
- (b) at other times with your agreement; or
- (c) where it is needed to implement an Emergency Change.

10.13 We will advise you should Services not be available during our Scheduled Maintenance.

10.14 Unless otherwise stipulated in the Appendices to this Services Schedule, the following table shows the agreed windows for Scheduled Maintenance implemented by us that impact the Service:

SCHEDULED MAINTENANCE WINDOW ON OUR INFRASTRUCTURE

Service	System / Component	Primary Change Window	Secondary Change Window
All Services	All Devices	Second Wednesday each Month 6pm – 11pm	Second Sunday each Month 9am – 5pm
All Services	Systems that do not impact Devices	Any time at our discretion with 24 hours' notice	Any time at our discretion with 24 hours' notice

11 YOUR RESPONSIBILITIES

BEFORE THE SERVICES CAN START

11.1 The following prerequisites and any prerequisites included in the Appendices to this Services Schedule must be met by you to allow for a seamless transition and delivery of Services and prior to Service Levels commencing.

11.2 You may engage us to assist with these prerequisites.

11.3 You must provide:

- (a) the following documentation and information as available (which should be current and an up to date reflection of the environment at time of handover):
 - (i) a completed information gathering questionnaire/s as provided by us in advance of scheduled implementation work (if being provided);
 - (ii) a completed managed services provisioning template as provided by us covering the full list of Devices; and
 - (iii) access to documentation representing the current build and architecture of the environment including connectivity diagrams and configuration covering all Devices;
- (b) provide remote access to all Devices suitable to deliver the Services;
- (c) credentials with appropriate level of access to all Devices, including access to consoles and management interfaces;
- (d) user accounts required by us and created and tested by you to verify appropriate access;
- (e) details of the relevant Vendor or third-party support contracts relating to Devices; and
- (f) access to the relevant Vendor or third parties acting on your behalf to log and manage Incidents and escalations.

- 11.4 You must:
- (a) provide infrastructure resources to be used for the Data Collector(s) based on our recommendations;
 - (b) provide secure access to allow Data Collector communications via the internet back to our Monitoring systems;
 - (c) allow us access to internet resources to obtain required monitoring software for the Data Collectors;
 - (d) enable connectivity throughout the infrastructure for Data Collectors to access every applicable Device; and
 - (e) Configure all Devices to allow Data Collector access to management information (i.e. enable and provide SNMP community strings).
- 11.5 You agree that we remain the owner and administrator of the Data Collector. Any changes or requirements to alter, move or otherwise modify the Data Collector will require our prior approval. Failure to do so may result in the inability to deliver Services.

THROUGHOUT THE AGREEMENT

- 11.6 In order to enable us to provide the Manage IT Services under this Services Schedule, you agree that you will (at your expense) perform certain tasks which include, but are not limited to:
- (a) Where a Data Collector is installed on your infrastructure, ensuring the server is maintained and has access to all Devices and we have access to manage;
 - (b) ensuring an on-going availability of suitable connectivity for us to Devices located on your controlled premises for the purposes of performing the Services;
 - (c) ensuring all Devices owned by you and supported under these Services are licensed at the appropriate level and have the required support in place to enable escalations to the Vendor, and that we have authority to access this support;
 - (d) Maintaining Devices managed as part of Services based on Vendor or our recommendations particularly when known bugs or issues exist;
 - (e) ensuring we retain full 'administrative' access to all Devices and Data Collector(s);
 - (f) Unless otherwise stipulated in this Agreement, ensuring that valid data and configuration backups are managed. These backups should be available should the need arise to reinstate data or configuration on a Device or a system not covered by the Services;
 - (g) Advising us of any changes or outages controlled by you that may impact the Services.

12 DEFINITIONS

Capitalised terms used in this Services Schedule have the meaning given to them either as set out in the Services Schedule, an appendix or in the Agreement.

- 12.1 **Additional Service Charges** has the meaning given to it in clause 7 to cover services that are outside the scope of this Services Schedule or not implicitly included in this Services Schedule.
- 12.2 **Billing Commencement Date** means the date billing for this Services Schedule will commence in accordance with clause 5.

- 12.3 **Critical** means Incidents classified according to this Services Schedule as Critical priority.
- 12.4 **Business Hours** mean our standard hours of business operations as defined in clause 8.1 and covering AEST/ADST and public holidays in NSW.
- 12.5 **Change Advisory Board (CAB)** means the board with the tasks detailed in clause 8.64.
- 12.6 **Change Management** means the ITIL process agreed during transition that handles changes to the Services and as described in clauses 8.54 to 8.63 and any Technical Service Definition.
- 12.7 **CMDB** means Configuration Management Database which provides accurate Configuration Item (CI) information and secure offsite storage of valuable configuration data to support an efficient and effective service management process.
- 12.8 **Configuration Item (CI)** means all attributes of a Device supported by us as defined in this Services Schedule.
- 12.9 **Data Collector** means an application supplied by us to be installed within your infrastructure required to perform Enhanced Monitoring.
- 12.10 **Device** means all hardware or software supported by us as part of the Services defined within this Agreement.
- 12.11 **Early Termination Charge** has the meaning as defined in clause 4.
- 12.12 **Emergency Change** means a change required in order to resolve or implement a tactical workaround for a Critical Incident and approved by a Named Contact.
- 12.13 **Monitoring** has the meaning as described in clause 8.6
- 12.14 **Incident** means an unplanned interruption to the Services or reduction in the quality of the Services sufficient to impact business operations.
- 12.15 **Incident Management** means the process of managing the lifecycle of Incidents from detection to resolution or an appropriate workaround has been implemented as described in clauses 8.11 to 8.40.
- 12.16 **ITIL** means Information Technology Infrastructure Library, a set of best practice processes and functions to deliver service management.
- 12.17 **Managed Services** means the managed technology services provided as described in this document and your Services Schedule.
- 12.18 **Monthly Recurring Charge (MRC)** has the meaning given in clauses 7.1 to 7.3.
- 12.19 **Named Contact** has the meaning given to it in clauses 8.13 to 8.16 and includes Notification Contacts, Escalation Contacts and Change management Contacts.
- 12.20 **Non-Business Hours** means any hours outside of Business Hours.
- 12.21 **Complex Change** means any Change to the Services not defined as a Standard or Emergency Change and is not classified as Project Services.
- 12.22 **On-site Service** has the meaning given in clause 7.9
- 12.23 **Problem** means an unknown cause of one or more Incidents.
- 12.24 **Problem Management** means the process of managing the lifecycle of all Problems including diagnosing the root cause of P1 Incidents identified through Incident Management as part of a PIR.
- 12.25 **Project Services** means a discrete bundle of related IT project activities that is completed either in accordance with an agreed statement of work or outside this Agreement under an agreed specific

statement of works.

- 12.26 **Request for Change (RFC)** is a request to change the Services as described in clauses 8.54 to 8.63.
- 12.27 **Scheduled Maintenance** is defined in clause 10.
- 12.28 **Service** (or **Managed Service**) means the list of activities, actions and deliverables performed by us as part of the Services Schedule.
- 12.29 **Service Credits** means the financial credit we provide to you for missing an applicable Service Level.
- 12.30 **Service Charges** are charges incurred for the Services provided to you and are subject to relevant payment terms defined in this Services Schedule.
- 12.31 **Service Level** means a target levels of service we defined in clause 9.1 and any Technical Definition.
- 12.32 **Service Hours** means the hours we will deliver the Service as part of this Services Schedule and represented in section 8.
- 12.33 **Service Management** means the set of actions and deliverables outlined in clause 8.2 and further described in clauses 8.69 to 8.76 and in any Technical Service Definition.
- 12.34 **Service Management System** means the systems we utilise to manage ITIL processes.
- 12.35 **Service Operations** means our technical team that delivers Incident, Problem and Change Management as part of the Services.
- 12.36 **Service Request** means a request from you for information, advice or a change.
- 12.37 **SME** means Subject Matter Expert.
- 12.38 **SNMP** Simple Network Management Protocol mean the Internet Standard protocol for collecting and organizing information about managed devices on IP networks and for modifying that information to change device behaviour.
- 12.39 **Standard Change** means a pre-approved Change to the Services described in clauses 8.54 to 8.58.
- 12.40 **Release Management** means the review of software levels for Devices covered by Services with recommendations of upgrades as described in clauses 8.80 to 8.83.
- 12.41 **Vendor** means the Original Equipment Manufacturer (OEM).