# **SCHEDULE 1**

#### **SUPPLY TERMS**

#### For

# **Managed Service Support**

The following terms and definitions are in addition to, <u>and form part of the Supply Order together with our General Terms.</u> "Equipment" in these terms means all your equipment on Site (being computer system/s including software, hardware or otherwise) required to be used by Us to provide Supply. Except as otherwise provided to the extent of any inconsistency between these Supply Terms and our General Terms, these Supply Terms will apply:

# DESCRIPTION OF INITIAL STANDARD REVIEW FOR DETERMINATION OF NEED FOR UPGRADE AND DESCRIPTION OF SUPPORT

- 1.1 Prior to the commencement of the Service Level Support we will perform an Initial Standard Review Service which will be for the duration of up to four hours AND SUBJECT TO clause 1.2 below, will include, in order of priority:
  - 1.1.1 Firstly, checking and logging server performance.
  - 1.1.2 Secondly, providing preventative server maintenance.
  - 1.1.3 Thirdly, providing preventative hardware maintenance.
  - 1.1.4 Fourthly, operating system maintenance on servers and workstations.
  - 1.1.5 Fifthly, applying the latest fixes and patches to software (after testing at Future Logic's laboratory).
  - 1.1.6 Sixthly, updating virus scanning software.
  - 1.1.7 Seventhly, advising on new technologies that may assist the Customer's business.
  - 1.1.8 Eighthly, providing advice on upcoming purchases and requirements of computing equipment and software.
  - 1.1.9 Ninthly, completing general support tasks and/or providing assistance to the Customer's
- 1.2 We will first complete the service in clause1.1 above before performing any additional work or commencing the Service Level Support.
- 1.6 The Agreement and the Supply to be provided to you apply only to standard shrink wrapped software (e.g. Microsoft, Symantec, Adobe). If we are requested to support an in-house system or non-standard software then additional costs may be charged to you, to be agreed in writing with you prior to the additional services being provided.
- 1.7 We will deliver Service Level Support according to the description of the offering, eligibility requirements, service limitations, and your responsibilities as provided in the Supply Terms.

# 2. CANCELLATION

2.1 Subject to the provisions of clause 19 of the General Terms you may cancel a Supply Order upon sixty (60)

- days written notice, unless otherwise stated in the General Terms.
- 2.2 Should you cancel your service within your contracted terms, you agree to pay out the remainder of the contract in full.

## 3. RETURN TO SUPPORT

If you allow Service Level Support to lapse, we may charge you additional fees to resume Supply or require you to perform certain hardware or software upgrades. Such fees may be set forth in Supply Order or provided to you at the time of the request to return to Service Level Support.

# 4. LOCAL AVAILABILITY

You may order Service Level Support from our current Service Level Support offerings. Some offerings, features, and coverage (and related Goods) may not be available in all areas. In addition, delivery of Supply outside our applicable coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.

#### 5. RELOCATION

- 5.1 Relocation of any Equipment under Service Level Support is your responsibility, and is subject to local availability, and my result in changes to Supply fees.
- 5.2 Reasonable advanced notice to us may be required to begin Service Level Support for some Equipment after relocation.
- 5.3 For software, any relocation is also subject to the license terms for such software.

# 6. MULTI-VENDOR SUPPORT

- 6.1 We provide support for certain Third Party Products utilized by us as a standard industry standard from time to time. However, such support is provided at our sole discretion and may be changed by us at any time during the term of our Supply to you..
- 6.2 We may also discontinue support for Third Party Products if the manufacturer or licensor ceases to provide support for such Third Party Products.

# 7. SERVICE PROVIDERS

We reserve the right and you agree to our use of Third Party Products service providers to assist in the delivery of Service Level Support.

## 8. MODIFICATIONS

You will allow us, at our request and at no additional charge, to modify your Equipment to improve

operation, supportability, and reliability, or to meet legal requirements.

#### 9. SERVICE LEVEL SUPPORT WARRANTY

We warrant that we will perform Service Level Support using generally recognized commercial practices and standards.

# 10. PRICING

Except for prepaid Service Level Support or as otherwise stated in the General Terms, we may change Service Level Support prices upon fourteen (14) days written notice.

#### 11. ADDITIONAL SERVICES

Additional services performed by us at your request that are not included in your purchased Supply Order will be chargeable at the relevant rates specified in the Supply Order or as otherwise notified to you.

#### 12. INVOICING FOR

- 12.1 Invoices will be issued in accordance with the Payment Terms set out in the Supply Order
- 12.2 Invoices and related documentation will be produced in accordance with our system standards. Additional levels of detail requested by you may be chargeable.

# 13. SITE AND PRODUCT ACCESS

- 13.1 You shall provide us with:
  - (a) Access to the Site and your Equipment covered under Supply, and if applicable, adequate working space and facilities within a reasonable distance of the Goods and Services;
  - (b) Access to and use of information, your resources, and facilities as reasonably determined necessary by us to, including remote access using the preferred remote access software that we use; and
  - (c) Other access requirements are described in the General Terms.
- 13.2 If you fail to provide such access, resulting in our inability to provide Supply, we shall be entitled to charge you for the Service Level Support call at the relevant rate specified in the Supply Order.
- 13.3 If you do not use the preferred remote access software that we use and require us to use any other nominated software, all costs and expenses associated with us obtaining and installing such nominated software will be charged to you and for the avoidance of doubt, our fees for installation will be charged at the relevant rate specified in the Supply Order.
- 13.4 You are responsible for removing any Equipment ineligible for Service Level Support, as advised by us.
- 14. IF DELIVERY OF SUPPLY IS MADE MORE DIFFICULT BECAUSE OF INELIGIBLE EQUIPMENT, WE WILL CHARGE YOU FOR THE EXTRA WORK AT THE RELEVANT RATE SPECIFIED IN THE SUPPLY ORDER.

# 15. ELIGIBILITY

For initial and on-going Service Level Support eligibility you must maintain all Equipment at the latest specified configuration and revision levels and in our reasonable opinion, in good operating condition.

# 16. MAXIMUM USE LIMITATIONS

Certain Equipment have a maximum usage limit, which is set forth in the manufacturer's operating manual or the technical data sheet. You must operate such Equipment within the maximum usage limit.

#### 17. COMPATIBLE CABLES AND CONNECTORS

You will connect your Equipment covered under Service Level Support with cables or connectors that are compatible with the system, according to the manufacturer's operating manual.

#### 18. ITEMS NOT INCLUDED IN SUPPLY ORDER

Service Level Support does not include the delivery, return, replacement, or installation of supplies or other consumable items (including, but not limited to, operating supplies, magnetic media, print heads, ribbons, toner, and batteries) unless otherwise stated in the Supply Order.

#### 19. REPLACEMENT PARTS

Goods provided under Supply may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become our property, unless we agree otherwise and you pay any applicable charges.

# 20. SOFTWARE SUPPORT - ELIGIBILITY

- 20.1 You must provide evidence you have rightfully acquired an appropriate license for software utilized by you.
- 20.2 We are under no obligation to provide such support due to any alterations or modifications to the software not authorized by us, or the manufacturer or for software for which you cannot provide a sufficient proof of a valid license.
- 20.3 Unless otherwise agreed by us, we only provide support for the current version and the immediately preceding version of any software, and then only when our software is used with hardware or software included in our original configuration specification.

# 21. DOCUMENTATION

If you purchase Supply that includes documentation updates, along with the right to copy such updates, you may copy such updates only for Goods under such coverage. Copies must include appropriate trademark and copyright notices.

# 22. USE OF SERVICE TOOLS FOR SUPPORT

- 22.1 We provide Supply to you subject to you accepting our requirements for you to use certain hardware and/or software systems and network diagnostic and maintenance programs ("Service Tools"), as well as certain diagnostic tools that may be included as part of the your system, for delivery of Service Level Support under certain coverage levels.
- 22.2 Unless you have specifically purchased a relevant Service Tool, Service Tools are and remain our sole and exclusive property, are provided "as is," and include, but are not limited to: remote fault management software and network support tools.
- 22.3 Service Tools may reside on your systems or sites. You may only use the Service Tools during the applicable Support coverage period and only as allowed by us. You may not sell, transfer, assign, pledge, or in any way encumber or convey the Service Tools. Upon termination of Supply, you will return the Service Tools or allow us to remove these Service Tools.
- 22.4 You will also be required to:

- (a) Allow us to keep the Service Tools resident on your systems or sites, and assist us in running them;
- (b) Install Service Tools, including installation of any required updates and patches;
- (c) Use the electronic data transfer capability to inform us of events identified by the software;
- (d) If required, purchase specified remote connection hardware for systems with remote diagnosis service; and
- (e) Provide remote connectivity through an approved communications line.

# 23. YOUR COMPUTER SYSTEMS

You undertake that you will reasonably follow and act upon our advice in relation to use of your existing or future computer systems including data storage and security, backup, timely replacement of hardware and software, and periodic maintenance of such systems.

# 24. TEMPORARY WORKAROUNDS

You will implement temporary procedures or workarounds provided by us where necessary in the provision of our Supply to you. Hazardous Environment

You will notify us if you use Equipment or Third Party Products in an environment that poses a potential health or safety hazard to our employees or subcontractors. We may require you to maintain such Equipment under our supervision and may postpone Supply until you remedy such hazards. We will not be penalised in any way monetarily or otherwise or held in breach of the Agreement in these circumstances.

# 25. AUTHORIZED REPRESENTATIVE

You will have a representative present when we provide Supply at your Site.

**END OF IT SUPPLY TERMS**