

Service Schedule - Managed IT Services

1. About this Service Schedule

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

- (a) IT Monitoring and Management Services;
- (b) Technical Support Services;
- (c) Managed Microsoft 365 Services;
- (d) Managed Google Workspace Services;
- (e) Managed Backup and Disaster Recovery Services;
- (f) Other Managed Services.

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

2. IT Monitoring and Management Services

2.1. If “*IT Monitoring and Management Services*” is specified in a Quotation, we will during the Term:

- (a) install endpoint management or other monitoring software on the Supported Items or that is designed to otherwise monitor them;
- (b) read and respond to any error notifications that we receive about errors reported for the Supported Items by the endpoint management software; and
- (c) install firmware updates and other software patches to the Supported Items promptly 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,

collectively, the **IT Monitoring and Management Services**.

2.2. You must provide all relevant cooperation reasonably requested by us to provide the IT Monitoring and Management Services, including by leaving your computer switched on during any time periods that we specify from time to time.

2.3. For the avoidance of doubt, the “IT Monitoring and Management Services” do not require us to monitor or manage items other than the Supported Items.

3. Technical Support Services

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

- (a) we will operate a support helpdesk through which you can request technical support from us with respect to any Supported Item (**Support Request**) if the 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, escalate the Support Request to the relevant Third Party Provider of the Supported Item for resolution where we consider it prudent to do so;
 - (iv) use our best endeavours to resolve the Error (remotely if possible) by reconfiguring any reconfigurable software components of the software in any Supported Items (where such components are available to us); and
 - (v) attend Your Premises to use our best endeavours to resolve the Error (but only where the Quotation expressly states that our Technical Support Services include on site support).

3.2. 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) 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 other matter beyond our reasonable control, (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 outside of Business Hours, you must enter into an Agreement with us that expressly provides for our provision of such services.

3.6. If “*Wifi Troubleshooting Support*” is specified in a Quotation, we will provide your residents and/or guests with access to a support helpdesk through which they can request assistance from us with respect to their connections to your Wifi network.

4. Managed Microsoft 365 Services

4.1. If “*Managed Microsoft 365 Services*” is specified in a 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, including by setting up your domain name(s) on the tenant, adding, editing, and removing user accounts, resetting account passwords, purchasing licence(s) on your behalf and allocating licences to user accounts;
- (c) install Microsoft 365 Services on your End Users’ virtual or physical machines (subject to you facilitating remote access to those machines);
- (d) create Microsoft Office 365 groups, set aliases and set Microsoft 365 End User permissions.

4.2. You acknowledge that your use of the Microsoft 365 Services is subject to the applicable Microsoft End User Licence Terms, and any other policies referred to or attached to the Quotation (collectively, **Microsoft Terms**). In the event that we procure a software licence for any Microsoft 365 Services for you or any End User, then you agree to be bound by all applicable Microsoft Terms, and you agree to ensure that your End Users agree to and comply with same, as shall be published and amended from time.

4.3. 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 to and use of the Microsoft 365 Services.

4.4. 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, your End

- Users' or your IT Personnel's failure to comply with any Microsoft Terms.
- 4.5. We are not liable for any downtime or unavailability of any Microsoft 365 Services.
- 5. Managed Google Workspace Services**
- 5.1. If "*Managed Google Workspace Services*" is specified in Quotation, we will:
- procure a subscription or licence for your End Users to access and use the Google Workspace products and services (**Google Workspace Services**) as specified in the Quotation; and
 - setup, configure and act as the administrator of your Google tenant, including by setting up your domain name(s) on the tenant, adding, editing, and removing user accounts, resetting account passwords, purchasing licence(s) on your behalf and allocating licences to user accounts;
 - create Google Workspace groups, set aliases and End User permissions; and
 - provide training services for the Google Workspace Services to your End Users set out in the Quotation on the agreed dates and times at the location, specified in the Quotation.
- 5.2. You acknowledge that your use of the Google Workspace Services is subject to the Google LLC terms and conditions between you and Google LLC at <https://policies.google.com/terms?hl=en>, Google's Privacy Policy at <https://policies.google.com/privacy?hl=en> and any other Google agreements, policies and statements referred to or attached to the Quotation (collectively, **Google Terms**). In the event that we procure a subscription or licence for any Google Workspace Services for you or any End User, then you agree to be bound by all applicable Google Terms, and you agree to ensure that your End Users agree to and comply with same, as shall be published and amended from time.
- 5.3. You agree that Google LLC is liable for all license and product claims related to the Google Workspace Services. By placing an order for Managed Google Workspace Services with us, you represent and warrant that you accept the Google Terms and agree to pay us for all orders, subscriptions, products and services that we acquire from Google LLC for your and/or your End Users' use of the Google Workspace Services.
- 5.4. You must indemnify us from and against all and any liability, claims, losses, damages and expenses that may be incurred by us as a result of your and/or your End Users' failure to comply with any Google Terms.
- 5.5. We are not liable for any downtime or unavailability of any Google Workspace Services.
- 6. Managed Backup and Disaster Recovery Services**
- 6.1. If "*Managed Backup and Disaster Recovery Services*" is specified in a Quotation, we will during the Term supply or procure the supply of the following services (to the extent specified in the Quotation):
- a service that backs up that part of Your Data (excluding any active or open files) that is specified in the Quotation at the frequency set out in the Quotation (**Standard Backup**);
 - a service that backs up that part of Your Data (including any active or open files) that is specified in the Quotation at the frequency set out in the Quotation (**Enhanced Backup**);
 - a service that is designed to facilitate the restoration of the backed up files (**Backup Files**) in the event that they become lost or corrupted (**Disaster Recovery**), (together, the **Managed Backup and Disaster Recovery Services**).
- 6.2. The Managed Backup and Disaster Recovery 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.
- 6.3. If you or any other person relocates Backup Files or if your systems become unavailable or inaccessible to our backup service for any reason the Managed Backup and Disaster Recovery Services will not be able to operate in their intended manner, we will not be liable for the failure of the Managed Backup and Disaster Recovery Services to operate as intended and you will still be required to pay us for the Managed Backup and Disaster Recovery Services.
- 6.4. You must:
- maintain your systems and networks so that we are able to access Your Data at all times so that we can carry out the Managed Backup and Disaster Recovery Services; and
 - immediately notify us if you relocate any Backup Files or if you become aware that the Managed Backup and Disaster Recovery Services are not backing up the Backup Files as intended.
- 6.5. The Managed Backup and Disaster Recovery Services will be setup to:
- only take backups of the Backup Files;
 - only backup on an incremental or complete basis; and
 - delete copies of the Backup Files on a recurring basis,
- as specified in the Quotation.
- 6.6. You acknowledge that the Managed Backup and Disaster Recovery Services may not prevent data loss or corruption of the Backup Files. 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 Backup and Disaster Recovery Services and we will not be liable for any loss or corruption of the Backup Files other than where caused by our negligence, wilful misconduct or intentional breach of the Agreement.
- 6.7. At the conclusion of the Term, we will delete all Backup Files held by the Managed Backup and Disaster Recovery Services.
- 7. Other Managed Services**
- 7.1. Where specified in a Quotation, we will supply or procure the supply of the following services:
- anti-virus services that are designed to detect computer viruses in any Supported Items (**Antivirus Services**);
 - password management software designed to help your End Users manage their passwords (**Password Services**);
 - anti-spam services that are designed to manage, screen and block spam email sent to your End Users (**Antispam Services**); and
 - other services not expressly referred to in any other provision of this Service Schedule or any of our other Service Schedules, (individually and collectively, **Other Managed Services**).
- 7.2. Other Managed Services are provided on a "best endeavours" basis only. You must defend, indemnify and hold us harmless in relation to any claim from an End User relating to the provision of the Other Managed Services.
- 7.3. We are not liable for any viruses or spam that you or your End Users may receive despite your engagement of us to provide Antivirus Services or Antispam Services.
- 7.4. You acknowledge that your right to access and use the Other Managed Services is subject to any Third Party Provider agreements or terms and conditions governing a user's use of the Other Managed Services and any other policies and statements referred to or attached to the Quotation (collectively, **Other Managed Services Vendor Terms**).
- 7.5. By placing an order for Other Managed Services with us, you represent and warrant that you have read and accept the Other Managed Services Vendor Terms and agree to pay us for all orders, subscriptions, licences, products and services that we acquire from the Third Party Provider who we use to supply you with the Other Managed Services for

your and/or your End Users' use of the Other Managed Services.

- 7.6. 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, your End Users' failure to comply with any Other Managed Services Vendor Terms.

8. Definitions and Interpretation

- 8.1. 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. In addition, **Supported Item** means any hardware or software expressly described as a supported item in the Quotation.