

Schedule 2 emPOWER Managed Services

1 Service Description

- 1.1 The emPOWER Managed Services comprise a pillar of the emPOWER Managed Services portfolio and are made up of discrete service offerings and products as set out below
- 1.2 When we supply Customer with emPOWER Managed Services then we will provide maintenance and management services as set out below for Customers Equipment set out on the Service Order.
- 1.3 The emPOWER Managed Services may be provided in respect of:
- (a) Customer Managed Equipment such as computer hardware and software at your sites including servers, firewalls, switches, desktop and notebook PC's and routers;
 - (b) Virtual or physical system facilities provided by us as part of its emPOWER Cloud Services; and/or
 - (c) Your systems residing on facilities provided by third party suppliers be they Cloud, Physical or Virtual ICT services.
- 1.4 The details of the specific emPOWER Managed Services, the Minimum Managed Service Requirements, Managed Service Period, Minimum Spend, Fees and other details will be set out on the Service Order.
- 1.5 We will supply to you with the emPOWER Managed Services specified in the Service Order, initially in the quantities specified in the Service Order and otherwise as specified in writing by you from time to time at the Fees specified in the Service Order.

Other Customer responsibilities

- 1.6 You must ensure that, at your own cost:
- (a) you comply with any requirements on the Service Order and any item set out in this Schedule;
 - (b) all our equipment and your equipment is located at the sites in such manner and position as is reasonably requested by us to enable us undertake the Managed Services;
 - (c) You must have a high-speed Internet connection to access the emPOWER Managed Services, and hardware and software that are compatible with the emPOWER Managed Services.
- 1.7 You will be given a high degree of control over your operating system configuration and management. If you configure and manage your operating system in such a manner that causes disruption to the emPOWER Managed Services and/or deletion of any data, you will be responsible for any loss that we suffer as a result and may need to pay us an additional charge to fix any problems.

Managed Service Requirements

- 1.8 We must provide the emPOWER Managed Services in accordance with the requirements set out in the following table:

Requirement	Details of Our Obligation
Customer Service Centre	We must provide:
	(a) customer service centre support between 7 am to 7pm (AEST/AEDT) Business Days, and
	(b) customer service centre support for Priority One Incidents 24 hours a day #
	for every day during the Managed Service Period.
Method of Communication	Our customer service centre must be contactable via:
	(a) Telephone
	(b) Email
	(c) Web Portal

Requirement	Details of Our Obligation
Planned Downtime %	We must ensure that all Planned Downtime is undertaken outside Customer Operating Hours unless agreed otherwise with you.

- Unless you have purchased BAMS Extended (6am-10pm m-f) or BAMS COMPLETE 24*7 P1 support we reserve the right to charge for resolution of Priority 1 incidents outside of Business Hours support times.

% - Planned Downtime means the relevant system is unavailable for a time period due to approved maintenance that is disruptive to system operation and usually cannot be avoided with a currently installed system design. Planned Downtime events might include patches to system software that require a reboot or system configuration changes that only take effect upon a reboot. Our policy is to agree a monthly downtime window with a Customer upon contract initiation during which planned downtime can occur at a time that causes minimal impact to Customer.

2 Exclusions from Scope

Virus and Malware Protection

- 2.1 We will install, configure and manage any anti-virus software supplied by you on Customer Managed Equipment and will update the anti-virus software in accordance with industry practice. However, we cannot be and are not liable for any loss or damage caused by malware or viruses, or for any damage or damage caused by using the anti-virus software supplied by you. We are not liable for any loss or damage caused by malware or virus should you choose not to purchase industry standard anti-virus software appropriate to the systems and purposes for which it is intended.

Pre-existing Faults

- 2.2 Where pre-existing faults exist in an item of Customer Managed Equipment for which we are responsible for providing emPOWER Managed Services we will investigate root cause and consult with you on how best to rectify those faults. However we cannot be held responsible for the resolution of such faults.

Other

- 2.3 Unless stated otherwise on the Service Order (and then only to the extent that it is set out on the Service Order) we are not responsible for:
- (a) backup of any Customer Data;
 - (b) disaster recovery;
 - (c) anti-virus or similar protection;
 - (d) security.

3 Support Centre

- 3.1 We will provide you with access to our Service Centre during the Managed Service Period.
- 3.2 Any members of your staff whom are covered by the emPOWER Managed Services support may contact our Service Centre for support during the Managed Service Period. Support services include fault resolution, request management, change control and user assistance services.
- 3.3 Incident Support Requests made to the Support Centre are prioritised as follows:

Incident Priority Definitions

Description	Definitions
<p>All calls will be classified into one of the following severity levels:</p> <ul style="list-style-type: none"> - Priority One - Priority Two - Priority Three - Priority Four - Priority Five 	<p>Priority One - Critical: Customer's ability to conduct business has stopped because of a failure of the Managed Service or an item of Customer Managed Equipment which has a critical business impact <i>Examples:</i> An item of Customer Managed Equipment that is hosting one of more of Customer's Core Services is unavailable or unusable.</p> <p>Priority Two - Urgent: The Managed Service or an item of Customer Managed Equipment which has a serious business impact is seriously degraded but can continue its operation via a work-around or incremental resource for a short period of time before business stops. <i>Examples:</i> Extremely slow system performance; network functionality becomes limited.</p> <p>Priority Three - Major: A failure in the Managed Service or an item of Customer Managed Equipment which has a moderate business impact causes access to a Core Service or other managed application to be lost by a single or small number of users, affecting significant business functionality. Problems or incidents where a work-around exists or can be developed with a small amount of incremental resources.</p> <p>Priority Four - Ordinary: Problem or incident where single users can operate Core Services and other managed applications activities normally, but a definite fault is identified.</p> <p>Priority Five - Requests: Any call from single users or site groups that are requesting a new service or some clarification on an existing service. <i>Example:</i> Requesting a new user logon, printer setup or the meaning of a system message.</p>

Incident Resolution Control

- 3.4 Incident Support Requests are prioritised by us according to their impact and urgency. We aim to respond and resolve each case within the target timeframes in the following table:

Incident Priority Classification	Maximum Target Response Time	Maximum Target Resolution Time	Compliance Target
Priority One	15 Minutes	4 Hours	90%
Priority Two	30 Minutes	8 Hours	90%
Priority Three	4 Hours	3 Business Days	90%
Priority Four	Next Business Day	4 Business Days	90%
Priority Five	Next Business Day	Five Business Days	90%

Note: Each time period that is a minute or hour is calculated only during our Business Hours, unless you have acquired 24 x 7 Support from us, in which case these time periods are calculated on a 24 x 7 basis.

- 3.5 In this table "Resolution" means an action that will resolve an incident, i.e., allows your users to carry out their business function even if this is achieved by using a temporary work-around, repair or alternative configuration, technology or process.
- 3.6 The target response and resolution times do not include any time spent by any of your third-party hardware, network or software provider (or support/maintenance provider) performing maintenance or obtaining/shipping parts in respect of an item of Customer Managed Equipment. For example, if there is a fault in Cisco SmartNet hardware then the target resolution time excludes the time between when we report the issue to CISCO's warranty service provider and the time that this provider delivers a warranty replacement to your site.
- 3.7 We will measure the compliance with the target response and target resolution times set out in the table above and will report on them monthly as a % of attainment of that target during the previous calendar month.
- 3.8 We will use reasonable commercial efforts but are not liable for breach if we fail to achieve a 90% compliance level against each priority category.

4 Change Control

- 4.1 We will operate the following change control process:

Managed Services	Description	Specifications
Change Control	The process to manage and track change requests to the Managed Services, systems and applications.	<p>All change requests are to be submitted to the Service Centre. This functions as the control and tracking point for all changes.</p> <p>Change notification request periods are based on the type of change:</p> <ul style="list-style-type: none"> Planned Projects - Two (2) weeks prior to change date. Non-Emergency – Five (5) days prior to change date. Emergency – Immediately as required#

- Should an **Emergency Change** be performed it must be as a result of an imminent or current Emergency. All such changes will be retrospectively raised as a formal change and any associated major incident actioned and documented accordingly.

5 Service Period, Renewal and Termination

Service Period and Renewal

- 5.1 The commencement date of the Service Period of the emPOWER Managed Services shall be the date when the Service under a Service Agreement commences which is:
- (a) The earlier of the date that blueAPACHE notifies Customer that the Service is ready for use or the date that Customer first uses the Service, or
 - (b) such other date agreed by the Parties.
- 5.2 The Minimum Service Period of the emPOWER Managed Services shall be 36 months, unless otherwise set out on the Service Order.
- 5.3 The Minimum Service Period (or any subsequent period of the Service Period) can be extended within the last 6 months of the Service Period for a subsequent Service Period of 36 months, or other such Service Period as agreed between the Parties, by requesting a revised Service Order quotation from blueAPACHE.
- 5.4 Should the Minimum Service Period elapse without Customer signing a revised Service Order, out of contract emPOWER Managed Service list pricing will apply.

Termination for Convenience

- 5.5 You may terminate the emPOWER Managed Services for convenience by giving us 90 days Written Notice. Early termination will attract an Early Termination Payment calculated using the following formulae:

$$\text{Early Termination Payment} = (A * B) + C,$$

where;

"A" is the Minimum Spend;

"B" is the remaining term of the Minimum Service Period; and

"C" is any outstanding Fees for work done or planned.

6 Pricing and Fees

Fees

- 6.1 You must pay the following Fees for the emPOWER Managed Services in this Schedule:
- (a) a variable monthly Fee indexed annually on the 1st of January to the CPI (All Groups – as reported 12 months to September) or 3% whichever is greater. New Fees are calculated using the following CPI formulae:
$$\text{New Fees} = A + (A * B),$$

where:

 - "A" is the Fees that were payable before the CPI Adjustment Date; and
 - "B" is the CPI last published before the CPI Adjustment Date, or 3%, whichever greater.
 - (b) the variable monthly Fee is based on the pricing schedule as stated on the Service Order;
 - (c) a Fee for Moves Adds and Changes ("MACs") as per the pricing schedule as stated on the Service Order.



Minimum Spend

- 6.2 Should the monthly Fee for any Managed Services fall below 50% of the initial charges for that Managed Service then a Minimum Spend equivalent to 50% of the initial Fees for that Managed Service shall apply.