

Managed Services | Product Terms

1. Our contract with you

- 1.1. These Product Terms apply to the services ("Managed Services") provided by the Company ('us', 'we' or 'our') to the Customer ('you' or 'your') under the Brennan IT Order Form.
- 1.2. These Product Terms, together with:
 - 1.2.1. the Brennan IT Order Form referencing these Product Terms; and
 - 1.2.2. our Master Terms at <http://www.brennanit.com.au/msa> form the contract between us and you for the provision of Ultimate Care Services.
- 1.3. Any undefined capitalised terms used in these Product Terms have the same meaning as defined in the Master Terms.

2. Managed Services Scope

- 2.1. The Managed Services agreement covers:
 - 2.1.1. services as described in the Service Description;
 - 2.1.2. services listed as "included" in the Support Services Schedule only for items listed in the Equipment Schedule and Pricing Schedule;
 - 2.1.3. service to a level that meets or exceeds the Service Level Agreement.
- 2.2. Services either not listed or tagged as "excluded" in the Support Services Schedule are Out of Scope of this agreement.
- 2.3. Brennan IT, in agreement with the customer, may supply services outside the scope of the Managed Services agreement at the Excluded Item Rate on a time and materials basis.

3. Term and renewal

- 3.1. The Term and Provisional Term for the service shall be for the duration as specified in this Managed Services Agreement
- 3.2. The Term and Provisional Term for the service shall begin from the date of Service Commencement.
- 3.3. Before the end of the term, the parties may agree to extend the duration of these Product Terms on the same terms and conditions.
- 3.4. The pricing schedule is subject to review upon agreement renewal and will take into account CPI increases.
- 3.5. Any contract termination fee is waived should you terminate this contract within the Provisional Term.
- 3.6. The pricing schedule is only valid if the customer is within the contract term
- 3.7. Brennan IT will revert to charging casual rates by increasing all fees by 20% for continuation of service should the customer be out of contract term, until such time the agreement is renewed.
- 3.8. Despite anything to the contrary, the provision of services under these Product Terms may be terminated or suspended in accordance with the Master Terms.

4. Service Commencement

- 4.1. Service Commencement occurs upon completion of our client transition process as defined by us.
- 4.2. A client transition process will commence from the Contract Acceptance date specified in the Brennan IT Order Form.
- 4.3. Client transition process activities are covered by the Managed Services setup fee
- 4.4. The client transition process activities are scoped by Brennan IT and may include, but is not limited to:
 - 4.4.1. An audit of your IT environment

- 4.4.2. Deployment of Brennan management software
- 4.4.3. Commissioning of a secured management link
- 4.5. Brennan IT may elect to not commence service:
 - 4.5.1. until a pricing review is conducted where the audit results do not match the Equipment Schedule and Pricing Schedule
 - 4.5.2. where malware/anti-virus protection is not active in the environment
 - 4.5.3. we deem that there are significant operational risks in the environment that may impact on our ability to provide our service
- 4.6. Any remediation works required as a result of the transition audit shall be scoped and priced separately to the customer.

5. Transitional Support

- 5.1. You may request Transitional Support Services prior to Service Commencement
- 5.2. Transitional Support Services will be considered as Out of Scope work with the following conditions:
 - 5.2.1. The Service Level Agreement is not valid until Service Commencement
 - 5.2.2. Not all services in the Service Support Schedule will be available during Transitional Support
 - 5.2.3.

6. Change of Scope

- 6.1. You can request a change to the Managed Services Scope (including a change to the Equipment Schedule, Support Services Schedule or Service Level Agreement) by submitting a written request to us.
- 6.2. We will inform you in writing of any change to the Fees or any other aspect of the Managed Services product arising from a change of scope.
- 6.3. We reserve the right to conduct an infrastructure audit at least once per month to review the Equipment Schedule and issue a change to the Fees or any other aspect of the Managed Services product arising from this change of scope.
- 6.4. These Product Terms will be deemed to be amended in accordance with the change of scope.
- 6.5. Any change of scope to this Managed Services Agreement shall be co-termed to this Agreement unless specifically stated otherwise and agreed by both parties

7. Out of Scope Work

- 7.1. We may supply services outside of the Managed Services Scope:
 - 7.1.1. On a time and materials basis;
 - 7.1.2. Charged at the Excluded Item Rate as defined in this agreement
 - 7.1.3. Invoiced monthly as a "Extraordinary" item bill
- 7.2. The billing structure for Out of Scope work is as follows:
 - 7.2.1. Service hours are billed in 0.25 hour increments
 - 7.2.2. Minimum 1 hour charge plus travel time charged for onsite calls outside the CBD
 - 7.2.3. Minimum 0.5 hour charge for remote support that requires an operator to log onto a client system
 - 7.2.4. Penalty rates are charged for priority onsite service outside of standard Business Hours
 - 7.2.4.1 Monday to Friday: 1.5 x standard Excluded Item Rate
 - 7.2.4.2 Saturday & Sunday: 2 x standard Excluded Item Rate
 - 7.2.5. Travel Time will be charged at your Hourly Rate multiplied by the estimated travel time of a round trip from our office to your location based on <http://www.whereis.com.au> + 50 % rounded up to the next 0.25 hour increment.
 - 7.2.6. Minimum travel time shall be 0.5 hours, except in the CBD of Sydney and Brisbane where no travel time will be charged

8. Fees

- 8.1. The monthly fees for services will be made up of all of the following:
 - 8.1.1. The Monthly Service Fee; and
 - 8.1.2. Charges for Out of Scope work; less
 - 8.1.3. Any Service Level Rebates;
- 8.2. Fees will be determined by reference to these Product Terms, unless we agree otherwise in writing.
- 8.3. The Set Up Fee is payable upon Contract Acceptance
- 8.4. The Monthly Service Fee is payable monthly in advance upon Service Commencement
- 8.5. You agree to a minimum spend commitment for the term of this Agreement where the Monthly Fee for any month will not reduce to less than 50% of the Monthly Fee at the Service Commencement date.
- 8.6. Brennan IT will invoice at no less than 50% Monthly Fee at the Commencement Date for the term of this agreement.
- 8.7. Annually on July 1, the fees in this agreement shall automatically increase by the Consumer Price Index (All Groups) for the preceding financial year plus 1%. Where this CPI value is a negative number, there shall be no increase. This increase shall not apply if this contract has a signed acceptance date of less than 12 months before the annual July 1 increase.

9. General Terms

- 9.1. You authorise us to install any remote management tools as we deem necessary to supply our services.
- 9.2. Remote management and access to your environment will occur via a secured management link service supplied by us for this purpose.
- 9.3. You authorise our access to your environment for the purpose of providing our services.
- 9.4. Where the supply of a service requires functionality from the IT infrastructure item, that functionality must be present for inclusion in the Managed Services Scope.
- 9.5. Should you request the supply of support services onsite but where we are capable of supplying the service via remote management, we will treat the request as Out of Scope work.
- 9.6. Creating and setting up of replacement users (but excluding new computers) whereby the total number of users under management remains the same, is considered in scope of the agreement.
- 9.7. Setting up of new computers for existing users under management is considered out of scope.
- 9.8. All application and security patching activities are only in scope where there is a Brennan secured management link available
- 9.9. Brennan IT provide no warranty on the integrity of software released by vendors, including but not limited to patches, hotfixes, updates and device drivers. As such, Brennan IT are not liable for any damages caused by the application, automated or otherwise, of this software as part of our Managed Service. Any remedial work to resolve issues caused by the application of vendor released software is out of scope.
- 9.10. Brennan IT provide no warranty on the effectiveness of anti-virus and anti-malware products or service. Any remedial works for issues caused by virus or malware infections that were not captured by the anti-virus or anti-malware measures are considered out of scope.
- 9.11. Where a vendor or Brennan IT has stipulated a hardware and/or software compatibility list or configuration, the client must adhere to these guidelines. Any work arising from non-compliance with these guidelines will be considered as out of scope.
- 9.12. End of Life clause:
 - 9.12.1. We are not required to provide support for hardware or software which has reached End of Life. Where we become aware that hardware or software has reached, or is imminently approaching End of Life, we will endeavour to notify you, however, we are not liable for any failure to do so. You must make your own enquiries to determine when hardware and software will reach, or may reach End of Life.

- 9.12.2. **End of life** means the manufacturer publicised end of life, or end of support period for either hardware or software.

10. Scheduled Onsite Visits

Where the scheduled onsite visits service has been selected from the pricing schedule, the following terms apply to this service:

- 10.1. The frequency and length of the scheduled onsite visits may change throughout the term of the contract by mutual agreement by both parties.
- 10.2. The scheduled onsite visits shall be attended by a desktop support engineer.
- 10.3. Weekends and public holidays are excluded.
- 10.4. The desktop support engineer may be used to provide any IT support that is considered within scope of the Managed Services agreement.
- 10.5. Any out of scope work requested of the onsite desktop support engineer shall be charged separately and in addition to the onsite scheduled visit fees.
- 10.6. Project work is out of scope. Project work is defined as any activity that requires project management and a set delivery date.
- 10.7. Any onsite support hours in excess of the daily allocation will be billed separately at the excluded item rate on a time and materials basis.
- 10.8. These excess support hours are consumed as per the billing structure defined in Section 7.2 of the Managed Services Product Terms.
- 10.9. Scheduled onsite hours may not be pooled or accrued from month to month.
- 10.10. The hourly rate listed for onsite visits in the pricing schedule is only valid for the current quantity of committed hours and may change if the committed hours are revised.
- 10.11. Brennan IT reserves the right to credit, prorata, any unattended onsite visits.

11. Managed Services Foundations

Where the Managed Services Foundations service has been selected from the pricing schedule, the following terms apply to this service:

- 11.1. A Brennan Voice and Data (BVD) secured management link must be available to provision this service
- 11.2. The client may request Brennan IT to adjust monitoring thresholds and alerts throughout the contract term. The requested adjustments must be available as a configuration option within our monitoring platform and may not affect any global settings that could impact this service for other clients.
- 11.3. Requests for monitor sets not available as standard in the Microsoft SCOM platform is considered out of scope
- 11.4. By default, all monitoring alerts will be sent via email to the client and are unmanaged by Brennan IT
- 11.5. Where the client has requested that monitoring alerts be sent to Brennan IT, we will manage all alerts and proceed to remediate issues without obtaining approval. Any effort will be billed as out of scope work.

12. Annual Disaster Recovery Testing

Where an Annual Disaster Recovery Testing service has been selected from the pricing schedule, the following terms apply to this service:

- 12.1. Only one disaster recovery test every 12 months is included in this agreement
- 12.2. The disaster recovery test must be scheduled and agreed upon by both parties
- 12.3. The disaster recovery test may include any activity related to performing such tests, including planning, execution, remediation and documentation activities.
- 12.4. Brennan IT will expend effort up to the maximum included hours effort in this agreement for the disaster recovery test.

- 12.5. All effort is calculated based on the billing structure defined in Section 7.2 of the Managed Services Product Terms.
- 12.6. Should the disaster recovery test require more effort than the maximum included hours, any additional effort will be billed separately at the excluded item rate on a time and materials basis.
- 12.7. Unused hours are not refunded or credited and do not accrue



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