

SCHEDULE 1: MAINTENANCE AND SUPPORT

1. MANAGED SERVICES

1.1. The Supplier will provide the Managed Services to the Purchaser as specified in the Contract (including in the Purchaser's Requirements) from the date specified in the Contract or the Transition In Plan (as applicable).

2. SERVICE STANDARDS AND WARRANTIES

2.1. The Supplier must perform, supply or make available the Managed Services in accordance with:

2.1.1. relevant industry standards;

2.1.2 the Purchaser's policies and procedures as specified in the Purchase Order or otherwise notified to the Supplier in writing from time to time; and

2.1.3 any reasonable directions in relation to the Managed Services given by the Purchaser from time to time.

2.2 The Supplier warrants that:

2.2.1 the Managed Services will be performed with due care and skill in a proper workmanlike and professional manner, by the dates specified in the Contract, or within a reasonable time if no date is specified, and will not cause any disruption to the operation of the Purchaser;

2.1.2. its employees, agents and contractors who provide the Managed Services have the appropriate experience, skill, knowledge, competence and resources to provide the Managed Services; and

2.1.3. any Deliverables, goods, equipment or materials provided by it in connection with the Managed Services will be of acceptable quality and fit for the purpose or purposes specified in the Purchase Order (either expressly or by implication).

3. BUSINESS CONTINUITY

3.1. Where specified in the Purchase Order, the Supplier must provide to the Purchaser for approval a draft Business Continuity Plan to minimise the impact of a failure, disruption or unavailability of the Goods or Services.

3.2. The Supplier must comply with its Business Continuity Plan once approved by the Purchaser.

4. DISASTER RECOVERY PLAN

4.1. Without prejudice to clause 36 of the terms and conditions, if required by the Purchase Order, the Supplier must provide to the Purchaser for approval a draft Disaster Recovery Plan that is specifically tailored for the Purchaser, complies with the Purchaser's Disaster recovery policy and specifies:

4.1.1. when the Disaster Recovery Plan is to be activated;

- 4.1.2. the steps to be taken to recover the Goods and Services;
 - 4.1.3. the Supplier personnel, the Purchaser personnel and any other persons to be involved;
 - 4.1.4. the communications to be implemented during a Disaster;
 - 4.1.5. the training and testing required for the Disaster Recovery Plan; and
 - 4.1.6. procedures to reduce the impact of a Disaster on the Services,
and addresses all other matters that may be requested the Purchaser.
- 4.2. The Supplier must comply with its Disaster Recovery Plan once approved by the Purchaser.
- 4.3. The Supplier must also:
- 4.3.1. provide such other information in relation to the Business Continuity Plan and/or the Disaster Recovery Plan as the Purchaser may reasonably request from time to time;
 - 4.3.2. review and update the Business Continuity Plan and the Disaster Recovery Plan;
 - 4.3.2.1. on an annual basis; or
 - 4.3.2.2. as otherwise reasonably requested by the Purchaser,

to ensure that the Business Continuity Plan and the Disaster Recovery Plan meet the requirements set out in this Schedule and submit the reviewed and updated Business Continuity Plan and Disaster Recovery Plan to the Purchaser for review and approval; and

- 4.3.3. implement the activities set out in the Business Continuity Plan and/or the Disaster Recovery Plan at the times and in accordance with the procedures set out in the Business Continuity Plan or the Disaster Recovery Plan (as applicable).

Testing

- 4.4 The Supplier must conduct tests of the Business Continuity Plan and the Disaster Recovery Plan at the frequency set out in the Business Continuity Plan or the Disaster Recovery Plan (as applicable) to ensure that it will enable the complete recovery of the provision and supply of the Services and Deliverables after a Disaster or other business continuity event.
- 4.5 If, as a result of testing conducted in accordance with clause 4.4, the Supplier identifies problems with the Business Continuity Plan and/or the Disaster Recovery Plan, the Supplier must:
- 4.5.1. notify the Purchaser of the problems identified by the testing; and
 - 4.5.2. make any changes to the Business Continuity Plan and/or the Disaster Recovery Plan necessary to rectify the issues identified during the testing or that are otherwise recommended by the Purchaser, at no cost to the Purchaser.
- 4.6 The Purchaser may, at any time during the Term, and in addition to the testing conducted by the Supplier in accordance with clause 4.4, conduct tests in accordance with the Business Continuity Plan and/or the Disaster Recovery Plan to ensure that the relevant plan will enable the complete recovery of the provision and supply of the Goods and Services after a Disaster or other business continuity event. The Supplier must do all things reasonably requested by the Purchaser to assist with such tests, at no cost to the Purchaser.

- 4.7 If, as a result of testing conducted in accordance with clause 4.6, the Purchaser identifies problems with the Business Continuity Plan and/or the Disaster Recovery Plan, the Supplier must make any changes to the Business Continuity Plan and/or the Disaster Recovery Plan recommended by the Purchaser, at no cost to the Purchaser.

Service Levels and Service Credits

4.8 During a Disaster

4.8.1 the Service Levels apply; and

4.8.2 the Supplier must pay Service Credits for failures to meet the Service Levels.

5. SUPPORT SERVICES

Commencement of Maintenance and Support Services

- 5.1 The Maintenance and Support Services will commence on the date specified in the Transition In Plan or, if no date is specified, the Commencement Date.

Service Management Plan

- 5.2 The Supplier will, by the date specified in the Contract or the Transition In Plan (as applicable), develop and implement a plan for the delivery of the Maintenance and Support Services (the "Service Management Plan"). The Service Management Plan will specify the Goods which are the subject of the Maintenance and Support Services and also include the following service management processes at a minimum:

5.2.1 managing achievement of the Service Levels, including monitoring, recording and reporting of Service Levels and Service Level impacts;

5.2.2 managing service requests;

5.2.3 notifying and managing incidents;

5.2.4 managing problems;

5.2.5 managing configuration;

5.2.6 managing achievement of customer satisfaction;

5.2.7 managing the security of the services;

5.2.8 ensuring business continuity;

5.2.9 managing archiving and record management;

5.2.10 managing system administration access;

5.2.11 managing the solution's infrastructure;

5.2.12 integration with the Purchaser's service management processes; and

5.2.13 the creation and maintenance of an issues register and risks register by the Supplier.

Support Services

- 5.3 The Supplier agrees to provide such services to the Purchaser as are necessary to ensure the Goods and Services conform to their Specifications ("Support Services").

Time to Answer

- 5.4 All contact by the Purchaser directed to the Supplier's help desk will be by the methods set out in the Service Management Plan, using the details set out in the Contract.
- 5.5 The Supplier must respond to all Defects reported by the Purchaser within the response times detailed in the Contract. The Defect must be logged immediately and transferred to a support consultant.
- 5.6 A severity level will be assigned to the logged Defect by the Purchaser and actioned according to the severity level by the Supplier in accordance with the severity level table detailed in the Contract.

Restoration and Resolution

- 5.7 For each Defect logged by the Purchaser, the Supplier must use its best endeavours to:
 - 5.7.1 provide a work-around to or otherwise remedy the Defect (temporarily or permanently) so that the relevant Goods or Services continue to operate normally ("Restore");
 - 5.7.2 provide a permanent work-around or code re-write to ensure the Defect will not re-occur ("Resolve"); or
 - 5.7.3 propose a suitable workaround to the Purchaser's representative, at the time the Defect is logged. The Supplier must ensure that the Service or Deliverables are Restored and all Defects are Resolved, or suitable workarounds agreed to by the Purchaser's representative are implemented, within the time frames set out in the Contract.
- 5.8 The Supplier must comply with the Purchaser's change management policy when implementing any Resolution of or workaround for a Defect.
- 5.9 By the times specified by the Purchaser, acting reasonably, the Supplier must provide the Purchaser with details of all Defects that are Resolved, including a summary of the cause of the Defect and how it was Resolved.

Failure to Resolve Defects

- 5.10 If the Supplier fails to Resolve a Defect notified in accordance with this clause 1 within the time referred to in the Contract, Service Credits will apply.
- 5.11 In addition to clause 5.10, if the Supplier fails to resolve a Defect in accordance with this clause 5.11 and such Defect has a material adverse impact on the Purchaser's ability to access and use the Goods and/or Services, the Purchaser may terminate the Contract immediately by notice in writing to the Supplier. This clause 5.11 does not affect the operation of any of the Purchaser's other rights or remedies under the Contract or at law.

6. MAINTENANCE SERVICES

Maintenance

- 6.1 The Supplier must perform scheduled maintenance of the Goods at times which have been agreed with the Purchaser. If scheduled maintenance requires the Goods or Services to be offline for more than the time specified in the Contract, the Supplier must give the Purchaser reasonable prior written notice.

SCHEDULE 2: PROFESSIONAL SERVICES

1. SUPPLIER TO PROVIDE THE SERVICES

1.1 The Supplier must commence providing Professional Services on the date(s) specified in the Contract.

2. SERVICE STANDARDS AND WARRANTIES

General Service obligations

2.1 The Supplier must perform, supply or make available the Professional Services in accordance with:

- 2.1.1 relevant industry standards;
- 2.1.2 the Purchaser's policies and procedures as specified in the Purchase Order or otherwise notified to the Supplier in writing from time to time; and
- 2.1.3 any reasonable directions in relation to the Professional Services given by the Purchaser from time to time;
- 2.1.4 in a professional manner with due skill and care.

Service warranties

2.2 The Supplier warrants that:

- 2.2.1 the Professional Services will be performed with due care and skill in a proper, workmanlike and professional manner, by the dates specified in the Contract, or within a reasonable time if no date is specified, and will not cause any disruption to the operation of the Purchaser;
- 2.2.2 its employees, agents and contractors who provide the Professional Services have the appropriate experience, skill, knowledge, competence and resources to provide the Professional Services;
- 2.2.3 any Deliverables, goods, equipment or materials provided by it in connection with the Professional Services will be of acceptable quality and fit for the purpose or purposes specified in the Request (either expressly or by implication); and
- 2.2.4 all Deliverables provided by it will be free from Defects in design, materials and workmanship.

SCHEDULE 3: INSTALLATION AND TRAINING

1. INSTALLATION AND TRAINING

- 1.1 If and to the extent specified in the Contract, the Supplier will provide the Purchaser with Infrastructure Services, which may include the installation, implementation and integration of the Infrastructure and training.
- 1.2 The Supplier must commence providing Infrastructure Services on the date(s) specified in the Contract or the Transition In Plan (as applicable) for the period specified in the Contract.

Preventative Maintenance

- 1.3 If specified in the Contract, the Supplier will provide preventative maintenance and will ensure that such preventative maintenance is carried out:
 - 1.3.1 in accordance with the requirements of the Contract; and
 - 1.3.2 at the times specified in the Contract or otherwise at times when the Infrastructure is either not operational or else at times likely to cause the least possible disruption to the Purchaser's business and in all cases only by prior arrangement with the Purchaser.

Remedial Maintenance

- 1.4 If specified in the Contract, the Supplier will provide remedial maintenance. Where the Supplier is required to provide remedial maintenance, it will, after being notified of a fault condition or possible fault condition in the Infrastructure, promptly restore the Infrastructure to good working order and will, as necessary:
 - 1.4.1 replace or repair parts in accordance with the Contract;
 - 1.4.2 comply with the response times and any other time frames specified in the Contract relating to the replacement or repair of the Infrastructure and any other requirements specified in the Contract; and
 - 1.4.3 to the extent practical, implement measures to minimise disruption to the Purchaser's operations during maintenance work as specified in the Contract.
- 1.5 If the Supplier fails to meet a response time or any other time frame specified in the Contract relating to the replacement or repair of the Infrastructure, Service Credits will apply.
- 1.6 Unless provided to the contrary in the Contract, the Supplier may store manuals, tools and test equipment on site as required for the purposes of providing the Infrastructure Services. The Purchaser agrees not to use any such manuals, tools or test equipment without the Supplier's consent.

SCHEDULE 4: TRANSITION IN

1. PREPARATION OF TRANSITION IN PLAN

1.1 The Supplier must prepare a Transition In Plan (including relevant Milestone Dates) and submit it to the Purchaser for approval by the date specified in the Purchase Order.

1.2 The Purchaser:

1.2.1 must approve the Transition In Plan when the Purchaser is satisfied that it is consistent with the requirements of the Contract; and

1.2.2 is not required to approve the Transition In Plan if the Purchaser, acting reasonably, considers that it is inconsistent with the requirements of the Contract.

2. TRANSITION IN SERVICES

2.1 The Supplier shall:

2.1.1 provide the Transition In Services and any required Goods and Deliverables in accordance with the Transition In Plan and, in any event, so as to achieve the milestones by the Milestone Dates;

2.1.2 perform such other tasks and provide such other outputs as are required to achieve the milestones by the Milestone Dates; and

2.1.3 perform the activities described in clauses 2.1.1 and 2.1.2 causing only minimal and non-adverse impact to the Purchaser and its end users.