

SmartCLOUD™ DRaaS Service Schedule

LAST UPDATED 31 July 2023

- PARTIES**
1. The Missing Link Network Integration Pty Ltd ABN 56 101 690 635 (**The Missing Link / We / Our**); and
 2. The Client specified in the Master Services Agreement referred to below (**Client / You / Your**)

This SmartCLOUD DRaaS Service Schedule (**this Schedule**) is part of the agreement between the parties in relation to the services of The Missing Link described below (**this Agreement**).

This Agreement comprises the provisions of: (a) the Master Services Agreement signed by the parties, or if no such agreement has been signed by the parties, the General Terms and Conditions of The Missing Link published at <https://www.themissinglink.com.au/terms-and-conditions> (**the Master Services Agreement**); (b) this Schedule; and (c) the quotation, issued by The Missing Link to and accepted by the Client, which refers to services in and incorporates the provisions of this Schedule (**the Quotation**).

Terms defined in the Master Services Agreement will have the same meanings in this Schedule and the Quotation unless the context requires otherwise.

1. Definitions

Annual Live Failover Testing and Reporting means Protected Virtual Machines will be recovered to the DR Site to simulate a Disaster and confirm virtual machines will be available if a Disaster occurs. The failover will be live, which means the primary site will be taken offline and the DR Site brought online.

This service is limited to 8 hours of effort outside of Business Hours (excluding public holidays). If the Annual Live Failover Testing and Reporting cannot be completed within this time the scope may be reduced or the additional time to complete it will be charged at a time and materials rate.

The Missing Link will start the test failover job, monitor the progress and verify the job is complete. Once the job is complete, The Missing Link will verify that all in scope Virtual Machines have powered on, the operating system started and the Virtual Machines are connected to the local network.

The Missing Link will confirm the failover status of all in-scope virtual machines with You and then provide remote connectivity details to You to carry out further testing. You will advise The Missing Link once Your testing is complete. The Missing Link will then fallback the recovered virtual machines to the primary site. A report will be provided upon completion of the test.

The Client is responsible for ensuring that the Annual Live Failover Testing and Reporting confirms that all IT services will be available if a Disaster occurs. The Client is responsible for coordinating any outages required for this service and communicating this to their employees.

Any remediation required to the IT Infrastructure is outside the scope of this service and will be charged at a time and materials rate.

Annual Simulated Failover Testing and Reporting means Protected Virtual Machines will be recovered to a Temporary Sandbox Network to simulate a Disaster and confirm virtual machines will be available if a Disaster occurs. Failover Testing is limited to up to 2 Custom Recovery Plans.

The Missing Link will start the test failover job, monitor the progress and verify the job is complete. Once the job is complete, The Missing Link will verify that all in scope Virtual Machines have powered on, the operating system started and the Virtual Machines are connected to the local network.

The Missing Link will confirm the failover status of all in-scope virtual machines with You and then provide remote connectivity details to You to carry out further testing. You will advise The Missing Link once Your testing is complete. The Missing Link will then destroy the recovered virtual machines. A report will be provided upon completion of the test.

The Annual Simulated Failover Testing and Reporting will be carried out within Business Hours in an isolated Temporary Sandbox Network with no access to the internet. Access for Your testing will be via the virtual machines console in the Self-Service Portal.

The Client is responsible for ensuring that the Annual Simulated Failover Testing and Reporting confirms that all IT services will be available if a Disaster occurs. The Client is responsible for coordinating any outages required for this service and communicating this to their employees.

Any remediation required to the IT Infrastructure is outside the scope of this service and will be charged at a time and materials rate.

Application dependency mapping & sizing means the process of identifying all the different applications within Your Protected Virtual Machines and understanding how they work together. The purpose of Application Dependency Mapping & Sizing is to determine how Protected Virtual Machines need to be grouped together into Custom Recovery Plans.

You will provide The Missing Link with detailed documentation of Your IT Infrastructure, applications, and their dependencies. The Missing Link can gather information on Your IT Infrastructure and applications at a Time & Materials rate.

Business Days means Monday to Friday excluding public holidays in your local region within Australia, New Zealand and Singapore.

Business Hours means 8:30am – 6:00pm support hours in Supported Time Zones on Business Days.

Business Impact Analysis means The Missing Link will review the in scope Virtual Machines and predict the consequences of a business disruption if the virtual machines and associated applications were to fail. The aim of a Business Impact Analysis is to determine the RPO required for each virtual machine and the associated recovery strategy.

Business Impact Analysis will be carried out before The Service is implemented. You will be required to provide information as requested by The Missing Link. A Business Impact Analysis report will be created and provided to You. If changes are required to the report, or if an additional Business Impact Analysis needs to be carried out this will be charged to You at a time and materials rate.

The scope of the Business Impact Analysis is the Protected Virtual Machines within this Service. The Missing Link will identify which virtual machines and applications are essential to keep the business running and how quickly the virtual machines and applications need to return to full operation.

This Business Impact Analysis is not designed to replace the need for a full Business Impact Analysis across all processes in Your business. You are expected to develop and provide your own Business Impact Analysis.

Capacity, compatibility, and objectives planning means The Missing Link will review Your IT Infrastructure and in scope Virtual Machines to check they are compatible with the Service, there is sufficient capacity in Your IT Infrastructure and the Service and that Your IT Infrastructure and the Service can meet Your desired Recovery Point Objective (RPO).

Capacity, compatibility and objectives planning will be performed before the Service is implemented and a report will be produced and provided to You.

You will provide The Missing Link with detailed documentation of Your IT Infrastructure, comprising of but not limited to RVtools exports and a network diagram. If You are unable to provide documentation, The Missing Link can gather information on Your IT Infrastructure at a Time & Materials rate.

Any change to the capacity, compatibility and objectives planning following the creation of the report is considered a Major Change and will be charged to You at a time & materials rate.

Client Data means any and all content and data of any kind created or stored on the SmartCLOUD Platform, or transmitted or accessed using the Services and includes any software downloaded or used by you that is not provided as part of the Services.

Customised Recovery Plan means The Missing Link will maintain a bespoke recovery plan configured Service that can define groups of Protected Virtual Machines for failover together. Changes to the recovery plan, other than the addition or removal of a Protected Virtual Machines, is considered to be a Major Change and will be charged to You at a time & materials rate.

Disaster means an event that disrupts the Client's access to all infrastructure, foreseeably, for longer than 48 hours, as mutually declared by the Client and The Missing Link management.

Disaster Recovery (DR) means recovery from a disaster that was caused due to unplanned incidents such as natural disasters, power outages, cyber-attacks and any other disruptive events.

Disaster Recovery Health Reporting means a report will be provided by The Missing Link to a user that You nominate that will contain a summary of all the incidents logged by The Missing Link over the calendar month, plus data related to problem management and other components of the service that The Missing Link considers relevant to the Client. A report will also be available to you on the Self-Service Portal that contains a detailed breakdown of the SmartCLOUD resources utilised in the last month and the associated charges.

Disaster Recovery Plan (DR Plan) refers to a document created by The Missing Link that contains detailed instructions on how to recover Protected Virtual Machines to the DR site in a Disaster event. The scope of the plan is limited to the Protected Virtual Machines and SmartCLOUD Platform only. Any Disaster Recovery processes and instructions outside of the SmartCLOUD Platform, like specific application recovery steps, are not included.

The Services include the initial creation of a DR Plan and an annual review following the Annual Live Failover Testing and Reporting or Annual Simulated Failover Testing and Reporting processes. The annual review includes minor updates only. Major changes to the DR Plan may be charged at a Time and Materials rate.

You will provide The Missing Link with information on Your Disaster Recovery declaration procedure, contact details and responsibilities of the members in Your DR team, Business Impact Analysis results and Your DR scenario/event list. If this information is not available, The Missing Link can assist in creating it, but this will be charged at a Time and Materials rate.

DR Site refers to a SmartCLOUD location, which provides compute, storage and network services to be used in the event of a Disaster.

End-User Management Support means support for incidents or service requests relating to end-users. This includes resolving incidents relating to desktops and laptops.

Failover & Failback Operations refers to the process of failing over and failing back Protected Virtual Machines between the production site to the DR site. Failover is the process of failing over the Protected Virtual Machines from the production site to the DR site. Failback is the process of failing back the Protected Virtual Machines from the DR site to the original production site.

The Missing Link will start the failover job once The Missing Link and You have mutually declared a Disaster event. The failover job will commence the power up of Protected Virtual Machines in the DR site.

The verification of each VM upon power up, networking changes or testing, application changes or testing and general health checks are out of scope and will be charged at a time and materials rate.

Once the original production site is back online, The Missing Link will reconfigure the Service to replicate the changes back to the original production site. Once replication has completed, The Missing Link will confirm a time with You to run the recovery failback task. The verification of each VM upon power up,

networking changes or testing, application changes or testing and general health checks are out of scope and will be charged at a time and materials rate.

Health Monitoring means The Missing Link will monitor the health and performance of the Service, this includes responding to RPO Violations.

Incident Management means a defined process for logging, recording, and resolving incidents. The aim is to restore the Service as quickly as possible. This excludes incidents relating to the users, data or infrastructure not managed by The Missing Link.

Infrastructure Management Support means the support for incidents or service requests relating to the IT infrastructure. This includes resolving incidents relating to servers and storage devices.

IT Infrastructure means Your on-premises infrastructure comprising of but not limited to internet services, routers, firewalls, switches, servers and storage.

Major Changes means any risky or high impact changes that are beyond maintenance of The Client's Disaster Recovery service at their optimum levels (e.g. major version upgrades).

Minor Changes means undocumented low risk or low impact changes carried out to maintain Supported Products and Technologies or for the purposes of device administration.

Minimum Monthly Charge means the "total" monthly charge described in the Quotation where the Initial Term is more than one month.

On-premises Replicator Appliance Maintenance means The Missing Link will periodically update the VMware replicator appliance within your IT Infrastructure to ensure it is running a supported software version.

Problem Management means a defined process used by The Missing Link for logging, recording and resolving problems. The aim is to detect the underlying cause of the incident to prevent it from reoccurring. This excludes problems relating to devices not managed by The Missing Link.

Protected Virtual Machine(s) refers to the list of Client virtual machines that are covered by this Agreement. This list will vary from time to time. The Missing Link will provide a list of virtual machines covered on request.

Remote SmartCLOUD DRaaS Platform Support means The Missing link will register and classify received incidents related to the SmartCLOUD DRaaS Platform and promptly endeavour to resolve the incident. If necessary, they will request external support, e.g. from software or hardware manufacturers. The aim is to restore the SmartCLOUD DRaaS Service as quickly as possible.

If no solution can be found, Remote SmartCLOUD DRaaS Platform Support passes on the incident to Remote Support, Infrastructure Management Support, Onsite Support or Onsite Infrastructure Management Support. If the Client does not obtain one of these services from The Missing Link, then all time will be billable at our Time and Materials rate. Note: an incident not able to be resolved remotely is outside of scope of Remote SmartCLOUD DRaaS Platform Support.

Incidents relating to the virtual machine, operating system, services and/or applications running on the virtual machine and the firewall policy and/or configuration changes will be charged at time and materials.

Remote SmartCLOUD DRaaS Platform Support also processes service requests and keeps users informed about their incidents' status at agreed intervals.

Remote Support means The Missing link will register and classify received incidents related to the SmartCLOUD DRaaS Service and promptly endeavour to resolve the incident. If necessary, they will request external support, e.g. from software or hardware manufacturers. The aim is to restore the SmartCLOUD DRaaS Service as quickly as possible. This includes incidents relating to DR performance, DR replication performance, DR RPO violations and configuration.

If no solution can be found, Remote Support passes on the incident to Remote SmartCLOUD DRaaS Platform Support, Infrastructure Management Support, Onsite Support or Onsite Infrastructure

Management Support. If the Client does not obtain one of these services from The Missing Link, then all time will be billable at our Time and Materials rate. Note: an incident not able to be resolved remotely is outside of scope of Remote Support.

Incidents relating to the virtual machine, operating system, services and/or applications running on the virtual machine and the firewall policy and/or configuration changes will be charged at time and materials.

Remote Support also processes service requests and keeps users informed about their incidents' status at agreed intervals.

RPO Violation means the Protected Virtual Machine does not meet the configured Recovery Point Objective (RPO).

SaaS Management Support means the support for incidents or service requests relating to Software-as-a-Service (**SaaS**) products, excluding Microsoft 365.

Self-Service Portal refers to The Missing Link's client web portals where users that You nominate will have access to manage the Client's virtual data centre on the SmartCLOUD Platform (which may include virtual machines, networks, backup and/or billing information) and the DRaaS configuration.

Service Delivery Management means The Missing Link will manage the performance of the Services within the scope of this Agreement by regular meetings, providing recommendations for optimising your environment, and providing you with escalation assistance.

SmartCLOUD refers to the SmartCLOUD Platform and/or the SmartCLOUD Service as applicable in context.

SmartCLOUD Platform means The Missing Link's hosting environment including but not limited to servers, routers, firewalls, switches, storage and Internet connectivity.

SmartCLOUD Service means the services to be supplied by The Missing Link subject to the provisions of, and as described in, the [SmartCLOUD Service Schedule](#).

Standard Changes means documented low risk or low impact changes carried out by The Missing Link to maintain Supported Products and Technologies or for the purposes of user and group administration.

Supported Time Zones in respect of Client Facilities / Premises means the time zone/s at the location/s of those Client Facilities / Premises in Australia, New Zealand and/or Singapore as specified in the Quotation, or otherwise as agreed by the parties in writing.

Temporary Sandbox Network refers to a single test subnet in the DR site that is configured for use in Annual Simulated Failover Testing and Reporting. This subnet will have no connectivity to Your on-premises infrastructure to ensure production workloads are not impacted by testing.

2. Initial Term

Unless otherwise specified in the Quotation or this Service Schedule, the Initial Term is Month-to-month for each of the Services included in this Agreement, and starts on the date the Quotation is signed for the Client and returned to The Missing Link.

3. Client Contact

The client contact specified in the Quotation.

4. Client Facilities / Premises

The client address specified in the Quotation or additional addresses as agreed in writing by the parties from time to time.

5. The Service – Deliverables

Subject to this Agreement, in consideration for the client paying the Charges specified in the Quotation, the Missing Link will supply the client with those Services specified as “Included” in the Table in section 5.1, and the deliverables included in the Quotation as specified in sections 5.2, 5.3, 5.4 and – in each case subject to the following:

- a) unless otherwise expressly specified in the Quotation, The Missing Link will not provide those Services specified as “optional in the Table in section 5.1;
- b) The Missing Link will provide the Client with access to and use of the SmartCLOUD DRaaS Platform for twenty-four hours a day, every day of the year as detailed in the Quotation, subject to the Service Level Agreement in section 13;
- c) The Service is billed per Protected Virtual Machine and per gigabyte of storage consumed to store replicas of Protected Virtual Machines. All other storage, network and all other services are charged separately.
- d) the Services do not include the management of the Protected Virtual Machines above the virtualisation layer; and
- e) the Services do not include the monitoring of the Client virtual machines, applications, or network devices, unless specified in the Quotation.

5.1 Common Service Features

| Deliverable | Self-Service | Gold | Platinum |
|--|--------------|----------|----------|
| 8:30am – 6:00pm support hours in Supported Time Zones on Business Days | Included | Included | Included |
| Self-service Portal | Included | Included | Included |
| Local Australian data centres (Sydney & Melbourne) | Included | Included | Included |
| Service Delivery Management | Optional | Optional | Optional |

5.2 Support

| Deliverable | Self-Service | Gold | Platinum |
|---|--------------|----------|----------|
| Remote SmartCLOUD DRaaS Platform Support | Included | Included | Included |
| Incident Management | Included | Included | Included |
| Standard and minor changes on DRaaS Service | Included | Included | Included |
| Problem Management | Included | Included | Included |
| Remote Support | | Included | Included |

5.3 Disaster Recovery

| Deliverable | Self-Service | Gold | Platinum |
|---|--------------|----------|----------|
| Health Monitoring | | Included | Included |
| Disaster Recovery Health Reporting | | Included | Included |
| On-Premises Replicator Appliance Maintenance | | Included | Included |
| Customised Recovery Plan | | Included | Included |
| Annual Simulated Failover Testing and Reporting | | Included | Included |
| Failover and Failback Operations | | Included | Included |
| Annual Live Failover Testing and Reporting | | | Included |

5.4 DR Strategy

| Deliverable | Self-Service | Gold | Platinum |
|---|--------------|----------|----------|
| Capacity, Compatibility and Objectives Planning | | Included | Included |
| Application Dependency Mapping & Sizing | | | Included |
| Disaster Recovery Plan | | | Included |
| Business impact analysis | Optional | Optional | Optional |

5.5 Storage

- 5.5.1 Storage in the SmartCLOUD Platform provides the Client with block-level storage that is used to store replicas of Protected Virtual Machines.
- 5.5.2 SmartCLOUD Storage is billed in 5-minute increments.

6. Exclusions

The Missing Link is not required to supply any of the following services under this Schedule:

6.1 Management or resolution of issues relating to inadequate or out-of-warranty infrastructure

The Missing Link will charge on a time & materials basis for work that is carried out on infrastructure that The Missing Link reasonably considers is inadequate for the Client's requirements, out-of-warranty or where support is no longer being provided by the manufacturer. The Missing Link will give the Client notification of such charges prior to carrying out such work.

6.2 Infrastructure Management Support

6.3 End-User Management Support

6.4 SaaS Management Support

6.5 Major Changes

6.6 Any services not specifically included in this Schedule

7. Charges

The charges as specified in the Quotation, subject to the following:

- 7.1 You acknowledge and agree that:
 - 7.1.1 the charges specified in the Quotation are an estimate only and will be billed monthly based on consumption in accordance with this Service Schedule and the Quotation;
 - 7.1.2 where the Initial Term is more than one month, and consumption for a month is less than the Minimum Monthly Charge, the Minimum Monthly Charge will be billed instead
 - 7.1.3 the Minimum Monthly Charge is the "total" monthly charge described in the Quotation;
 - 7.1.4 the information, provided by The Missing Link in respect of your use of the Services, is definitive;
 - 7.1.5 you will not dispute any such information except by disputing the accuracy or application of such

information directly to The Missing Link in accordance with this Agreement;

- 7.1.6 pending resolution of any such dispute by you, the information supplied by The Missing Link will apply.

8. Customer Responsibilities

- 8.1 The Client is responsible for all acts or omissions that occur under the Client's account or password, including the content of transmissions through the Services and maintaining the confidentiality of the Client's password/s.
- 8.2 The Client agrees to not use or allow any other person to use the Service to store, transmit or make available any material or activity that, intentionally or unintentionally, violates any applicable local, state, national, or international law, or any rules or regulations established under such or gives the indication that such violation may be occurring.
- 8.3 The Client agrees to not use or allow any other person to use the Service to store or transmit any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorised copying of copyrighted material, the digitisation and distribution or photographs from magazines, books, or other copyrighted sources, and the unauthorised storage of copyrighted software.
- 8.4 The Client agrees to not use or allow any other person to use the Service for any activity that adversely affects the ability of other people or systems to use the Service. This includes Distributed Denial of Service (**DDoS**) attacks against The Missing Links' systems.
- 8.5 The Client acknowledges that it is their sole responsibility to comply with any rules imposed by any third party whose content or service is required to access or use the Services.
- 8.6 The Client must comply with rules, regulations and acceptable usage policies that are in force for each system accessed using the SmartCLOUD Platform.
- 8.7 The Client is solely responsible for implementing and maintaining the security of their use of the SmartCLOUD Platform, including PCI DSS, encryption of sensitive data at rest and in transit, firewalling and network segmentation, access control, file and network monitoring and alerting, vulnerability scanning and remediation, penetration testing, intrusion detection and prevention.
- 8.8 Unauthorised usage of the Services by a third party will result in the Client being responsible for the charges incurred.
- 8.9 Disaster Recovery planning is the responsibility of the Client. The Missing Link will answer questions relating to this when possible, but primary responsibility for Disaster Recovery remains with the Client.
- 8.10 We may notify you of our minimum acceptable versions of operating systems, devices, software or firmware. The Service Level Agreement below will only apply if the Services are operating on those versions or higher. Any software not provided by us as part of the Services is deemed to be Client Data (for which you are responsible).
- 8.11 The Client must provide adequate network bandwidth to support RPO requirements.
- 8.12 The Client must maintain the source IT Infrastructure to enable the Service and support RPO requirements. This includes but is not limited to maintaining a supported operating system to ensure the DRaaS replication appliance can run efficiently.
- 8.13 The Client must ensure the DRaaS replication appliance is powered on, connected to the internet and has sufficient CPU, memory and storage.
- 8.14 The Client must ensure the Service is configured to meet their business requirements, including RPO settings and Customised Recovery Plans.
- 8.15 The Client must advise The Missing Link when Protected Virtual Machines need to be added or removed from the Service.
- 8.16 The Client and The Missing Link must agree on a time window within Business Hours for the Annual Simulated Failover Test to occur.
- 8.17 The Client and The Missing Link must agree on a time window for the Annual Live Failover Test to occur.

- 8.18 During the Annual Simulated Failover Test, The Missing Link will only ensure the Protect Virtual Machines operating system has booted up and that it is connected to a local network. The client is responsible for all other testing of the machine's functionality.
- 8.19 The Client will provide test plans as required for the Annual Simulated Failover Test, Annual Live Failover Test and Disaster Recovery Plan.
- 8.20 The Client will ensure the results of the Annual Simulated Failover Test and Annual Live Failover Test meet their business and technical requirements to ensure continuity of IT services in the event of a disaster.
- 8.21 The Client will plan and execute all User Acceptance Testing during annual failover tests and failovers/failbacks in the event of a disaster.
- 8.22 The Client will provide all End-user Support and End-user communications for annual failover tests and disaster events.

9. Unauthorised Usage

- 9.1 Any attempt to access or modify unauthorised computer system information or to interfere with normal system operations, whether on the equipment of ours or any computer system or network that is accessed by our services, may result in the suspension or termination of the Clients Services. Unauthorised activities include, but are not limited to, guessing or using passwords other than the Clients own, accessing information that does not have public permission, and accessing any system on which the Client is not welcome.
- 9.2 Any attempt to disrupt or interfere with users, services or equipment, may result in the termination or suspension of the Clients Service. Disruptions include, but are not limited to, distribution of unsolicited advertising or spamming, monopolisation of services, propagation of, or transmission of information or software which contains, computer worms, trojan horses, viruses or other harmful components, using the network to make unauthorised entry to any other machine accessible via our network, sending harassing or threatening e-mail and forgery or attempted forgery of e-mail messages.

10. Service Activation, Minimum Service Period and Extension of Term

- 10.1 Each Service Schedule creates a separate contract for the acquisition of a Service. You may nominate a date by which you would like each Service to be activated. If we accept that Service Schedule, we will endeavour to activate the Service by that date. No guarantee can be given that the Service will be activated by the required date. If for any reason we are unable to meet the required date, we will inform your designated contact of the new Activation Date.
- 10.2 The Missing Link will advise the Client when activation has occurred. The Missing Link will only charge for Services from when they have been activated.
- 10.3 If the Client requests to relocate or modify a Service then The Missing Link will provide a quotation for the work required and the applicable new monthly charges.
- 10.4 The Service must be retained for the Initial Term. Without limiting The Missing Link's rights or remedies at law, if you terminate the Service before the expiry of the Initial Term, you must pay to The Missing Link an amount which is the Minimum Monthly Charge multiplied by the number of months between the date of termination of that Service and the end of the Initial Term; and where a discount has been applied in the Quotation to any Charges, you must also pay this discount amount on demand by The Missing Link.
- 10.5 Upon expiry of the Initial Term and any subsequent term, this agreement automatically extends for a subsequent term which is the same period as the Initial Term (or, if another period is specified in the Quotation, that period), unless you notify The Missing Link of non-renewal in writing not less than thirty (30) days before the expiry of the Initial Term or any subsequent extension term. If the Initial Term exceeds one month, The Missing Link will notify you of the impending renewal before the expiry of the Initial Term and any subsequent extension term.

11. Scheduled Maintenance

- 11.1 Our goal is to provide fault-free Services, although we cannot guarantee this. We will endeavour to conduct all Scheduled Maintenance with minimal disruption. However, we may be required to suspend supply of Services in order to carry out emergency repairs on our systems.

12. Priorities and Response Times

All incidents will be given a priority level which is determined by The Missing Link under its incident management process a copy of which will be given to the Client on written request.

| | | Business Impact | | |
|---------|--------|-----------------|------------|------------|
| | | High | Medium | Low |
| Urgency | High | Priority 1 | Priority 2 | Priority 3 |
| | Medium | Priority 2 | Priority 2 | Priority 3 |
| | Low | Priority 3 | Priority 3 | Priority 4 |

Response times for each priority level are as follows:

| | Target Response (hrs) |
|---------------------------|-----------------------|
| Priority 1 (Critical) | 0.5 |
| Priority 2 (Urgent) | 2* |
| Priority 3 (Standard) | 4* |
| Priority 4 (Non-Critical) | 8* |

*Within business hours

13. Service Level Agreement

13.1 Infrastructure Availability

SmartCLOUD Infrastructure availability at 99.9+%. This is met by achieving less than forty-three (43) minutes and forty-eight (48) seconds (43.8 minutes) of Unavailability of the Infrastructure connectivity over a calendar month period (**Infrastructure Service Level Threshold**). The Infrastructure is considered unavailable when the connectivity to the Infrastructure fails and is not able to maintain a communication connection due to the failure of the physical hardware or software which makes up the Infrastructure (**Unavailability**). If Unavailability exceeds the Infrastructure Service Level Threshold, the Client will be entitled to a service credit as set out below.

| Availability | Period of Unavailability per calendar month | Percentage of Monthly Charge to be Credited to Client |
|-------------------------------------|--|---|
| 100 % to 99.9% | Less than 43.8 minutes | None |
| Less than 99.9% and more than 99.8% | More than 43.8 minutes and less than 87.6 minutes | 10% of the Monthly Charge |
| Less than 99.8% and more than 99.7% | More than 87.6 minutes and less than 131.4 minutes | 20% of the Monthly Charge |
| Less than 99.7% and more than 99.6% | More than 131.4minutes and less than 175.2 minutes | 30% of the Monthly Charge |
| Less than 99.6% and more than 99.5% | More than 175.2 minutes and less than 219 minutes | 40% of the Monthly Charge |
| Less than 99.5% | More than 219 minutes | 50% of the Monthly Charge |

13.2 Service Credits

Notwithstanding anything to the contrary in this agreement the following provisions apply:

- a) The service credits set forth in this Schedule are the Client's sole and exclusive remedy if The Missing Link fails to provide the Services as stated herein, and in any calendar month the maximum service credit to which the Client shall be entitled for any Services will not exceed the Monthly Charge for such Services.
- b) The Client must claim a service credit in writing to The Missing Link (**Claim**).
- c) All periods of Unavailability must be verified by The Missing Link in writing, and approved credits may be applied by The Missing Link as it considers appropriate, for example to the invoice for the month following the month in which credit was approved.
- d) The period of Unavailability is measured from the Client's notification to The Missing Link of the incident to the time the Unavailability has been remedied as confirmed by The Missing Link.
- e) The Client shall not be entitled to a service credit if the event or condition that gave rise to the Claim was caused by:
 - (i) a Force Majeure Event;
 - (ii) a Scheduled Outage;
 - (iii) equipment not part of the SmartCLOUD Platform supplied by The Missing Link (including the Client's own equipment);
 - (iv) the cutting of cable or fibre which is needed to provide Services;
 - (v) actions or inactions of the Client or its representatives.

13.3 Credit Claim Process

A Credit will only be given for a Claim where:

- a) You are current with your payments for all undisputed invoices rendered before the Claim;
- b) You have lodged with The Missing Link a Claim for a Credit and provided The Missing Link with all evidence available to you to support such Claim including a The Missing Link Ticket number.
- c) The Missing Link Ticket, in relation to the event or condition which gave rise to the Claim, was lodged by the Client with The Missing Link as soon as possible prior to the Client submitting the Claim to The Missing Link;
- d) The Claim was received by The Missing Link within 30 days of the end of the month to which the Claim relates; and
- e) The Missing Link has given you written acknowledgment of responsibility for the event or condition which gave rise to the Claim.

The Missing Link will, within 30 days of your lodging a Claim, notify you of the outcome of the Claim. If you disagree with The Missing Link's denial of a Claim, you shall be entitled to exercise the dispute resolution procedures described in the Master Services Agreement.

Claims where The Missing Link has accepted responsibility will be applied to your billing during the month following The Missing Link's written acknowledgment of responsibility.

14. Third Party Products

The parties agree that, where The Missing Link is required to install any products supplied by or on behalf of the Client (**Third Party Products**) as part of The Missing Link's obligations under this Agreement:

- 11.1 The Missing Link Service will install the Third Party Products in accordance with this Agreement;
- 11.2 in order to install the Third Party Products, acceptance of software licences and any related support/maintenance agreements (**Licence Agreements**) is routinely required (acceptance of which is required at the time of installation of the Third Party Product as presented to the installer of the Third Party Product prior to installation);
- 11.3 in order to install the Third Party Products as part of its services under this Agreement, The Missing Link will be required to accept the terms of the Licence Agreements on behalf of the Client;
- 11.4 during the term of this Agreement, the Client authorises The Missing Link to accept the terms of the Licence Agreements on behalf of the Client solely to install the Third Party Products for the purposes of performing The Missing Link's obligations under this agreement;
- 11.5 the Client and not The Missing Link shall supply the Third Party Products; and
- 11.6 the Client must, and The Missing Link must in the performance of its obligations under this Agreement, at all times comply with the provisions of the Licence Agreements in relation to the Third Party Products.

[End of Schedule]