

# SmartCLOUD™ Service Schedule

## LAST UPDATED

28 October 2022

## 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 Virtual Machines Services 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

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

**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.

**Distributed Denial of Service (DDoS)** means an attack that maliciously attempts to disrupt the traffic of targeted servers, network, or service by overwhelming the targets or surrounding infrastructure with a flood of network packets.

**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** means recovery from a Disaster.

**Disaster Recovery Service** means the service set out in section 0 of this schedule.

**DR Site** means an alternate SmartCLOUD Platform, which may be utilised by The Missing Link for the Disaster Recovery Service.

**Infrastructure** means the Internet resources, routers, firewalls, switches, servers and storage capability particularised in the Quotation as provided to the Client and retained at The Missing Link's data centre.

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

**Monthly SmartCLOUD Report** means a report 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.

**Remote SmartCLOUD Platform Support** means The Missing link will register and classify received incidents related to the SmartCLOUD 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 Service as quickly as possible.

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

Support 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 Platform Support also processes service requests and keeps Supported End-Users informed about their incidents' status at agreed intervals.

**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).

**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 Platform** means The Missing Link's hosting environment including but not limited to servers, routers, firewalls, switches, storage and Internet connectivity, which are made available for use by the Client under this Agreement.

**SmartCLOUD Free Trial** means the free trial version of the SmartCLOUD Service as specified in clause 8 in this Schedule

**SmartCLOUD Service** means the services to be supplied by The Missing Link subject to the provisions of, and as described in, this Schedule

**Software License** means a license for Supplier Software as specified in the Quotation.

**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.

## 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, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11 and 5.12 – in each case subject to the following:

- a) the Missing Link will provide the Client with access to and use of the SmartCLOUD Platform for twenty-four hours a day, every day of the year as detailed in the Quotation;
- b) the Services do not include the management of the infrastructure above the virtualisation layer; and
- c) 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	Inclusions
8:30am – 6:00pm support hours in <a href="#">Supported Time Zones</a> on <a href="#">Business Days</a>	Included
24/7 support hours for Priority 1 Incidents	Included
<a href="#">Self-service Portal</a>	Included
<a href="#">Remote SmartCLOUD Platform Support</a>	Included
Local Australian data centres (Sydney & Melbourne)	Included
<a href="#">Monthly SmartCLOUD Report</a>	Included
<a href="#">Service Delivery Management</a>	Optional

## 5.2 Virtual Machines

- 5.2.1 A Virtual Machine (**VM**), also referred to as a Virtual Server, VM and Cloud Server is a method of the Client recreating the functionality of a dedicated physical server using the SmartCLOUD Platform. It exists transparently to end-users as a partitioned space inside a physical server. Each Virtual Machine can run its own operating system, and each server can be independently rebooted.
- 5.2.2 A Virtual Machine in the SmartCLOUD Platform provides clients with a self-managed operating system with an agreed allocation of vCPU cores, vRAM and where applicable, a Windows Server license.
- 5.2.3 SmartCLOUD Virtual Machines are billed in 5-minute increments based on whether the virtual machine is powered on and the number of CPU cores and RAM assigned. This is regardless of whether the operating system is operational.

## 5.3 Storage

- 5.3.1 Storage in the SmartCLOUD Platform provides the Client with block-level storage that is attached to SmartCLOUD Virtual Machines.
- 5.3.2 SmartCLOUD Storage is billed in 5-minute increments based on allocated storage size. Allocated storage size refers to the size of the disk. This is regardless of whether the disk is connected to a Virtual Machine.

## 5.4 Internet Bandwidth

- 5.4.1 Internet Bandwidth in the SmartCLOUD Platform provides the Client with access to the internet from their SmartCLOUD resources. Internet Bandwidth is connected to the Client's firewall in the SmartCLOUD Platform.
- 5.4.2 Internet bandwidth is billed monthly based on the Mbps allocated to the Client.
- 5.4.3 The Missing Link's Acceptable Use Policy and Fair Use Policy apply to Internet Bandwidth supplied as part of the Services.

## 5.5 Edge Gateway

- 5.5.1 Edge Gateway resources in the SmartCLOUD Platform are firewall devices that provide basic firewall functionality including NAT and IPSEC VPN.
- 5.5.2 Edge Gateways are billed monthly based on the Mbps allocated to the Edge Gateway. This is regardless of whether the Edge Gateway is utilised or not.

## 5.6 Fortinet FortiGate Firewalls

- 5.6.1 Fortinet FortiGate Firewall resources in the SmartCLOUD Platform are firewall devices that provide advanced firewall functionality including IPS and SSL VPN.
- 5.6.2 Fortinet FortiGate Firewalls are billed monthly based on the model and associated support subscription implemented for the Client.
- 5.6.3 Fortinet FortiGate Firewalls have a minimum Initial Term of 12 months.

## 5.7 NSX Advanced Load Balancer

- 5.7.1 NSX Advanced Load Balancers in the SmartCLOUD Platform is functionality enabled on an Edge Gateway device that enables high-availability service and distributes network traffic load among multiple servers.
- 5.7.2 NSX Advanced Load Balancers are billed monthly once enabled on the Edge Gateway.

## 5.8 Public IP Addresses

- 5.8.1 Public IP Addresses in the SmartCLOUD Platform are IP addresses that can be accessed directly over the internet and assigned to your firewall or other internet facing resources in the SmartCLOUD Platform.
- 5.8.2 Public IP Addresses are billed monthly once allocated to the Client. This is regardless of whether the IP Address is utilised or not.
- 5.8.3 Public IP Addresses remain the property of The Missing Link and cannot be transferred outside of the SmartCLOUD Platform.

## 5.9 SmartCLOUD Direct Connect Port

- 5.9.1 SmartCLOUD Direct Connect Ports are physical connections into the SmartCLOUD Platform infrastructure to enable dedicated, private and high bandwidth connectivity to SmartCLOUD Platform resources.
- 5.9.2 SmartCLOUD Direct Connect Ports consist of an interconnection point in an approved data centre facility and routing into the Client's SmartCLOUD virtual data centre.
- 5.9.3 SmartCLOUD Direct Connect Ports are billed monthly based on the bandwidth once installed.
- 5.9.4 SmartCLOUD Direct Connect Ports have a minimum Initial Term of 12 months.

## 5.10 Disaster Recovery Service

- 5.10.1 The SmartCLOUD Disaster Recovery Services allows:
- a) replication of the Client's selected Virtual Machines, housed in the Client's primary SmartCLOUD Platform site, to the DR Site, on a schedule set by the Client using the Services; and or
  - b) replication of the Client's selected virtual machines, housed in the Client's own on-premises virtual environment, to the DR Site, on a schedule set by the Client using the Services.
- 5.10.2 In the event of a Disaster, the Disaster Recovery Service allows the Client to activate the recovery of its replicated Virtual Machines in the DR Site.
- 5.10.3 The Client can action a failback to the primary SmartCLOUD Platform site or the Client's own on-premises environment, including replication of changes to its data and configuration, once the primary SmartCLOUD Platform site or the Client's own on-premises environment has come back online.
- 5.10.4 Disaster Recovery Services are billing monthly based on the number of replicated Virtual Machines and the total storage consumed at the DR site.
- 5.10.5 Replication from a Client's own on-premises environment requires a virtual appliance to be installed within the environment with access to the hypervisor. This appliance allows the capture of IO as it is being written to disk and replication to the DR Site.
- 5.10.6 Unless the Client has purchased Managed Services under a separate agreement with The Missing Link, RPO alerts need to be monitored by the Client.
- 5.10.7 Unless the Client has purchased relevant professional services or Managed Services under a separate agreement with The Missing Link, The Missing Link's responsibilities during a Disaster are limited to assisting the Client to powerup VMs in SmartCLOUD and connect its SmartCLOUD environment to the correct network. Network and other configuration is a chargeable professional service.

## 5.11 Citrix ADC VPX

- 5.11.1 Citrix ADC VPX in the SmartCLOUD Platform are virtual appliances that provide web and application load balancing, secure and remote access and acceleration. The Citrix ADC VPX resource provides the Citrix licensing, Virtual Machine and Storage.
- 5.11.2 Citrix ADC VPX devices are billed monthly based on the Citrix ADC VPX model and version.

## 5.12 Software Licensing

- 5.12.1 If specified in the Quotation, The Missing Link will provide the Client with Software Licenses (which may include Microsoft SPLA Licensing, Citrix CSP Licensing and Sophos Flex Licensing) subject at all times to the applicable Licence Agreements (in the case of Microsoft, this includes Microsoft's then-current Service Provider Use Rights document) and provided that::

- a) we may vary the applicable monthly charges on 30 days' notice to reflect any variations to the licensing fees and other charges we incur to supply such Software Licences;
- b) the Supplier Software must be used on the SmartCLOUD Platform unless any applicable licence mobility has been approved by the third party Supplier (e.g Microsoft), in which case you must if required by the Supplier provide their specified mobility form to us signed by you.

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

## 8. SmartCLOUD Free Trial

- 8.1 The SmartCLOUD Free Trial provides the Client access to the SmartCLOUD Service for a limited period, solely for the purposes of testing and validating the SmartCLOUD Platform and determining whether to purchase a paid SmartCLOUD Service.

- 8.2 The SmartCLOUD Free Trial provides access to the SmartCLOUD Service described in this Schedule, but subject to the following limitations:
- 8.2.1 A limit of 8vCPUs and 24GB vRAM in total across all Virtual Machines
  - 8.2.2 A limit of 200GB Storage in total across all Virtual Machines and data
  - 8.2.3 Up to 20Mbps Internet Bandwidth with unlimited data transfer
  - 8.2.4 A limit of 1 x Edge Gateway firewall
  - 8.2.5 A limit of 1 x Public IP Address
- 8.3 The following deliverables and services are also excluded from the SmartCLOUD Free Trial:
- 8.3.1 Fortinet FortiGate Firewalls
  - 8.3.2 SmartCLOUD Direct Connect Port
  - 8.3.3 Citrix ADC VPX
  - 8.3.4 Software Licensing
  - 8.3.5 Priorities and Response Times (see Clause 13)
  - 8.3.6 Service Level Agreement (see Clause 14)
- 8.4 SmartCLOUD Free Trial Term
- 8.4.1 The SmartCLOUD Free Trial term is 30 days, starting from the date you are first provided credentials to access the SmartCLOUD Service using the SmartCLOUD Self-Service Portal.
  - 8.4.2 The SmartCLOUD Free Trial term ends automatically after the 30-day trial period. At the end of the SmartCLOUD Free Trial term access to your resources will be suspended and all your resources in the SmartCloud Platform will be stopped and deleted. This may include but is not limited to:
    - a) Your Virtual Machines will be stopped and deleted.
    - b) Your SmartCLOUD Self-Service Portal access will be disabled.
    - c) You will not be able to read or download any saved data.
    - d) Your virtual data centre will be deleted.
  - 8.4.3 You can retain access to your SmartCLOUD resources if you upgrade to a paid SmartCLOUD Service during the SmartCLOUD Free Trial term. Otherwise, all resources in the SmartCLOUD Service will be permanently deleted following expiry of the SmartCLOUD Free Trial term.
- 8.5 Subject to clauses 8.1 to 8.4, when using the SmartCLOUD Free Trial, the Client must comply with all provisions of this Schedule as if the Client was using a paid SmartCLOUD Service.

## 9. Customer Responsibilities

- 9.1 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.
- 9.2 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.

- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 The Client must comply with rules, regulations and acceptable usage policies that are in force for each system accessed using the SmartCLOUD Platform.
- 9.7 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.
- 9.8 Unauthorised usage of the Services by a third party will result in the Client being responsible for the charges incurred.
- 9.9 The Client must not use the SmartCLOUD Platform to send, allow to be sent, or assist in the sending of any communications in breach the Spam Act 2003.
- 9.10 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.
- 9.11 Except where we provide you with Software Licensing as part of the Service, if you import, download, install or otherwise reproduce any software on one of our virtual machines or the SmartCLOUD Platform (including where you request any other person to do so on your behalf), you must ensure that:
- a) you either own the software, or have the right to use it under a licence or other agreement with the software provider (or someone authorised by them);
  - b) you will comply at all times with the terms of that agreement; and
  - c) you will provide us, within 7 days of our request, with a copy of the agreement or any other relevant documentation that confirms your right to use the software, and any other information about your use of the software that we may require (including for the purposes of an audit by one of our software providers), and you will be liable to us for any unpaid licensing fees or other amount (including retrospectively) arising in connection with any breach of this clause 8.10.1.
- 9.12 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).



## 10. Unauthorised Usage

- 10.1 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.
- 10.2 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.

## 11. Service Activation, Minimum Service Period and Extension of Term

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.

## 12. Scheduled Maintenance

- 12.1 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.

### 13. 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

### 14. Service Level Agreement

#### 14.1 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

#### 14.2 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.

### 14.3 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.

## 15. 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]