

Managed Services Service Schedule

Centra Networks Pty Ltd (ACN 107 228 937)

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1. About this Services Schedule

1.1. This Managed Services Schedule (this **Services Schedule**) only applies in respect of an Order that expressly provides for our supply of one or more of the following services to you (each a **Managed Service** and collectively, the **Managed Services**):

- (a) Proactive Technical Support Services
- (b) Responsive Technical Support Services
- (c) Mobile Device Management Services
- (d) Network Management Services
- (e) Cloud Deployment Services
- (f) Cloud Backup Services
- (g) Azure Services
- (h) Software and Data Hosting Services
- (i) Microsoft 365 Services
- (j) Other Managed Services.

1.2. This Services Schedule must be read in conjunction with our Terms of Service and the other documents that comprise an Agreement.

1.3. In this Services Schedule, words in bold font in parentheses have the meanings given to them therein and words starting with a capital letter in this Services Schedule that are not otherwise defined in this Services Schedule have the meanings given to them in our Terms of Service. In addition, the following words have the following meanings:

End User means an end user described in the Order.

Supported Item means a hardware or software item expressly set out in the Order as being a supported item.

Vendor means a third party who owns the IPR in any software or service, or is the manufacturer of any products, that we rely on, to supply to you all or any relevant Ordered Products and Services.

Your Cloud Infrastructure means your accounts or tenant on a relevant third party cloud platform, as specified in the Order.

2. Proactive Technical Support Services

2.1. If managed proactive technical support services are specified in an Order, we will during the Term:

- (a) check the Supported Items' logs on a regular basis for error messages, read any error notifications issued by email to us with respect to errors reported by the Supported Items and provide Responsive Technical Support Services in respect of all such errors; and
- (b) install firmware updates and other software patches to the Supported Items (via remote electronic access, except as otherwise specified in the Order) after receiving notice of the existence of the updates and patches where they are available to us free of charge or paid for by you, (individually and collectively, **Proactive Technical Support Services**).

3. Responsive Technical Support Services

3.1. If managed responsive technical support is specified in an Order, we will provide the following services (**Responsive Technical Support Services**) during the Term:

- (a) we will operate a support helpdesk through which you can request technical support from us with respect to any Supported Item (**Support Request**):
 - (i) where the support that you require is to create/modify/delete End User accounts in any Supported Item; and
 - (ii) if the Supported Item is repeatedly not operating in accordance with the Specifications (**Error**), carry out the services referred to in clause 3.1.(b);
- (b) if you issue a Support Request in the circumstances described in clause 3.1.(a)(ii), we will:
 - (i) acknowledge receipt of the Support Request and assign a priority to the Error based on the severity level;
 - (ii) provide you with updates on the status of the Support Request and the time anticipated by us for resolution;
 - (iii) subject to you having a valid support contract with the relevant Third Party Provider or Vendor, escalate the Support Request to the relevant Third Party Provider or Vendor of the Supported Item for resolution where we are unable to resolve the Support Request by following the Third Party Provider or Vendor's documented recommendations available to us; and
 - (iv) use our best endeavours to respond to and resolve the Error in accordance with the below timeframes:

Severity Level	Error Conditions	Target Response Time	Target Resolution Time
Severity Level 1	The Supported Item has failed or is unusable, which materially impacts your ability to continue operation of your business and there is no workaround that we are aware of.	4 Business Hour	8 Business Hours
Severity Level 2	A Severity Level 1 issue for which a workaround exists that we are aware of.	4 Business Hours	Workaround to be deployed within 8 Business Hours Resolution within 16 Business Hours
Severity Level 3	Any Supported Item has failed or is unusable, but there is no material impact on your business operations.	2 Business Days	5 Business Days

- 3.2.** The Target Response Time is measured from the time that we receive the Support Request. If you issue a Support Request outside of Business Hours, it will be deemed to have been issued at 9:00AM on the next Business Day.
- 3.3.** For the avoidance of doubt, we have no obligation to provide Responsive Technical Support Services other than in respect of Supported Items. Further, we have no obligation to perform any Responsive Technical Support Services in respect of an Error caused by:
- (a) your use of any Supported Item in combination with software or hardware that the Supported Item is not compatible with (as noted in the Documentation);
 - (b) use of any Supported Item in a location other than any designated location for the Supported Item specified in the Order;
 - (c) modification of any Supported Item (including by way of installation of software not previously installed thereupon or the reconfiguration of a Supported Item in any way) not performed in accordance with the Documentation; or
 - (d) any obsolete or out of warranty hardware or software comprising or installed on any Supported Items,
- (each, an **Excluded Event**).
- 3.4.** In order to resolve an Error with a Supported Item we may need to temporarily suspend the operation of the Supported Item and you hereby authorise us to do so. We will notify you in advance if we need to suspend any Supported Item.
- 3.5.** A Support Request will be considered resolved for the purposes of the Agreement when the Supported Item performs materially in accordance with the Specifications.
- 3.6.** If you would like us to provide technical support services at your premises, or in relation to an Excluded Event, you must enter into an Agreement with us that expressly provides for our provision of such services.
- 3.7.** If you would like us to provide technical support services outside of Business Hours, you must enter into an Agreement with us that expressly provides for our provision of such services.
- 4. Mobile Device Management Services**
- 4.1.** If managed mobile device management is specified in an Order, we will provide the following services (**Mobile Device Management Services or MDM Services**) during the Term with respect to items that are specified in the Order as being covered by Mobile Device Management Services or MDM Services (**MDM Devices**):
- (a) we will configure the settings on each category of MDM Devices in accordance with the configuration requirements that you notify to us from time to time;
 - (b) we will maintain a list of the MDM Devices, including the names of your Personnel who they are assigned to, and the dates on which they were assigned by us to them and returned by them to us; and
 - (c) we will, where required by you from time to time, install and uninstall applications and reassign licences on MDM Devices.

5. Network Management Services

- 5.1. If managed network management services are specified in an Order, we will provide the following services (**Network Management Services**) during the Term with respect to network links and devices that are specified in the Order as being covered by the Network Management Services or MDM Services, we will remotely monitor them for disconnection, reduced speed and packet loss.
- 5.2. When providing Network Management Services, we may switch off or disconnect the relevant network link or device if:
 - (a) we believe that they do not comply with the Specifications;
 - (b) if an emergency occurs (as determined by us, acting reasonably); or
 - (c) the supplier of the applicable network or device requires us to do so for support or maintenance purposes.
- 5.3. We do not have any obligation to provide electricity, air conditioning, fire detection, fire suppression, backup, data, support, internet services, or network and electronic security services, data recovery or disaster recovery services or the provision of spare parts with respect to any network links or devices.
- 5.4. As part of the Network Management Services:
 - (a) we will exclusively hold the administrator passwords and other administrator access credentials for the network links and devices;
 - (b) you may only access the administrator functionality in those network devices on a remote "read only" basis which does not enable modification of any administrator functions or configurations; and
 - (c) we have no responsibility to provide technical support or maintenance of any network links and devices, unless and to the extent that we have entered into an Agreement for the provision of Responsive Technical Support Services with you for the relevant links and devices.

6. Cloud Deployment Services

- 6.1. If managed cloud deployment services are specified in an Order, we will provide the following services (**Cloud Deployment Services**), we will:
 - (a) develop a cloud migration and deployment strategy for the deployment of your cloud infrastructure specified in the Order (**Your Cloud Infrastructure**); and
 - (b) deploy Your Cloud Infrastructure into a live environment, to the extent that it has not already been deployed prior to the commencement date specified in the Order.
- 6.2. In the course of our development of the cloud migration and deployment strategy for the deployment of Your Cloud Infrastructure, we will prepare a plan for the deployment (**Deployment Plan**). The Deployment Plan shall establish the time frames for deploying Your Cloud Infrastructure and the following information, as applicable:
 - (a) identification of all critical path milestones and the commencement and completion dates for such critical path milestones; and
 - (b) a detailed description of the activities to be performed by you and us respectively in connection with the deployment.
- 6.3. Each party must cooperate in respect of the deployment and notify the other party if it becomes aware that it, the other party or any third party have not carried out the tasks assigned under the Deployment Plan.
- 6.4. Upon completion of the Cloud Deployment Services, we will test Your Cloud Infrastructure deployed under the Deployment Plan in accordance with the testing procedures set out in the Deployment Plan (**Acceptance Tests**) in order to determine and verify that it has been deployed in accordance with the Deployment Plan. We will submit a copy of the test results to you. You must not use any instance of Your Cloud Infrastructure in a live environment until and unless the Acceptance Tests have been successfully completed.
- 6.5. If any account on Your Cloud Infrastructure that we have deployed into a production or live environment for you fails to pass the Acceptance Tests in accordance with the Deployment Plan, and we can demonstrate that the reason for the failure or non-compliance with the Deployment Plan is an issue or defect in Your Data or an issue or defect that we do not have express responsibility for in the Deployment Plan, then:
 - (a) you must promptly (within 7 days or as otherwise set out in the Deployment Plan) correct or procure the correction of the relevant issue or defect and we will re-test the relevant account on Your Cloud Infrastructure that has been deployed for you in accordance with the Deployment Plan; and
 - (b) if you fail to correct or procure the correction of the relevant issue within the relevant period referred to in paragraph (a), Your Cloud Infrastructure that we have deployed for you shall then automatically be deemed to be accepted and fully compliant with this Agreement, notwithstanding the issue or defect.
- 6.6. If Your Cloud Infrastructure fails to pass the Acceptance Tests in accordance with the Deployment Plan due to our breach of the Deployment Plan, we will promptly rectify the failure at our sole cost.
- 6.7. Where we are required to perform data migration in accordance with the Cloud Deployment Service Requirements:
 - (a) we will extract the applicable data from one or more existing databases as specified in the Order (**Legacy Data**);

- (b) we will convert the Legacy Data into a format suitable for Your Cloud Infrastructure (**Converted Data**); and
 - (c) we will export the Converted Data to Your Cloud Infrastructure.
 - 6.8. We will use reasonable endeavours to ensure that the Converted Data is successfully integrated with and compatible with Your Cloud Infrastructure, as determined by us. We are not liable for any corruption or loss of data caused by you or a Force Majeure Event.
 - 6.9. You represent and warrant that you have the right and authority to engage us to transfer any Legacy Data (whether in the form of Converted Data or otherwise) to Your Cloud Infrastructure and that the transfer will comply with Applicable Law. You must comply with your obligations with respect to data migration as set out in the Deployment Plan (including by assisting us with data extraction and providing data translation maps where required by us).
- 7. Cloud Backup Services**
- 7.1. If managed cloud backup services are specified in an Order, we will procure a service that backs up Your Data that is specified in the Order at the frequency set out in the Order (**Backup**) to facilitate the restoration thereof in the event that the Backup is lost or corrupted (**Cloud Backup Services**).
 - 7.2. The Cloud Backup Services will be configured to backup the files set out in the Order in the locations in which they are held at the time that the configuration of the Cloud Backup Services is carried out by us.
 - 7.3. If you or any other person relocates files that were configured to be backed up, or they become unavailable or inaccessible to the cloud Backup Services for any reason, we will not be liable for any associated failure of the Cloud Backup Services to operate in the intended manner.
 - 7.4. You must immediately notify us if you become aware that the Cloud Backup Services are not backing up the relevant files as intended.
 - 7.5. You acknowledge that the Cloud Backup Services will:
 - (a) only be configured to take backups of the files;
 - (b) only backup on an incremental or complete basis; and
 - (c) delete Backup on a recurring basis, but only as specified in the Order.
 - 7.6. In the event of any loss or corruption of a Backup we will use our best endeavours to restore the Backup from the latest version that is held by the Cloud Backup Services.
 - 7.7. At the conclusion of the Term, we will delete all Backups in our possession or control.
- 8. Azure Services**
- 8.1. If managed azure cloud services are specified in an Order, we will, as applicable:
 - (a) setup, configure and act as the administrator of your Microsoft Azure (**Azure**) tenant, including by setting up your domain name(s) on the tenant, adding, editing, and removing user accounts, resetting account passwords, purchasing subscriptions and/or licences on your behalf and allocating subscriptions and/or licences to End User accounts; and
 - (b) provide training services for Azure to your End Users set out in the Order, on the agreed dates and times at the location/s specified in the Order, (**Azure Services**).
 - 8.2. You acknowledge that your use of Azure is subject to:
 - (a) you procuring subscriptions and/or licences for your End Users to access and use the Azure products and services; and
 - (b) the Azure terms and conditions between you and Microsoft at and/or referred to at <https://azure.microsoft.com/en-au/support/legal/>, the Azure Privacy Notice at <https://privacy.microsoft.com/en-ca/privacystatement> and any other Azure agreements, policies and statements referred to in or attached to the Order (collectively, **Azure Terms**). In the event that we procure subscriptions and/or licences for any Azure services for you or any End User, then you agree to be bound by all applicable Azure Terms, as shall be published and amended from time to time.
 - 8.3. By entering into an Agreement for Azure Services with us, you represent and warrant that you and/or your End Users (as applicable) accept the Azure Terms and you agree to pay us for all orders, subscriptions, products and services that we acquire from Microsoft for your and/or your End Users' use of Azure.
- 9. Software and Data Hosting Services**
- 9.1. If managed software or data hosting services is set out in an Order, we will during the Term host Your Data, systems and software as specified in the Order in a third party data centre specified in the Order or where no data centre is so specified, as determined by us (**Our Cloud**) (**Software and Data Hosting Services**).
 - 9.2. The Software and Data Hosting Services do not include any backup services. If you require us to backup any of Your Data, systems and software that we host in Our Cloud, you must enter into an Agreement with us for Cloud Backup Services in respect thereof.
 - 9.3. We will use our best endeavours to procure the availability of the Software and Data Hosting Services, as measured over the course of each calendar month during the Term (each such calendar month, a **Service**

Period), at least 99% of the time, excluding the time that the Software and Data Hosting Services are not Available solely as a result of your or your End Users' breach of the Agreement, a scheduled outage or a Force Majeure Event (the **Availability Target**). "**Available**" means the Software and Data Hosting Services are available and operable for access by you and End Users materially in accordance with the Specifications. "**Availability**" has a corresponding meaning. "**Actual Uptime**" means the number of minutes in the Service Period that the Software and Data Hosting Services are Available. "**Percentage Uptime**" = [Actual Uptime + total minutes in Service Period that the Software and Data Hosting Services are not Available due to scheduled outages or Force Majeure Events or your and/or your End Users' breach of the Agreement] ÷ total minutes in Service Period x 100.

- 9.4. At the expiry of the Term or upon termination or suspension of the Software and Data Hosting Services, we will provide you with:
- (a) access to a copy of Your Data, systems and software hosted in Our Cloud for a period of 20 Business Days, after which time we will delete all of Your Data, systems and software hosted in Our Cloud including in any virtual machines that we were hosting on your behalf; and
 - (b) if required by you, transition services to assist you with the migration of any of Your Data downloaded by you from Our Cloud and in your possession or control to your nominated third party replacement supplier, for an additional fee to be agreed between you and us, or failing such agreement at our standard hourly rates, then in effect.

10. Microsoft 365 Services

- 10.1. If managed Microsoft 365 services are specified in an Order, we will during the Term:
- (a) procure a subscription or licence for your End Users to access and use the Office 365 products and services specified in the Order;
 - (b) setup, configure and act as the administrator of your Microsoft 365 tenant, including by setting up your domain name(s) on the tenant, adding, editing, and removing user accounts, resetting account passwords, purchasing licence(s) on your behalf and allocating licences to user accounts;
 - (c) install Microsoft 365 services on your End Users' virtual or physical machines (subject to you facilitating remote access to those machines);
 - (d) create Microsoft Office 365 groups, set aliases and set associated End User permissions; and
 - (e) provide training services for relevant Microsoft 365 services to your Personnel set out in the Order on the agreed dates and times and at the location/s specified in the Order,

(**Microsoft 365 Services**).

- 10.2. You acknowledge that your use of Microsoft 365 is subject to the Microsoft Services Agreement between you and Microsoft at <https://www.microsoft.com/en-au/servicesagreement/>, Microsoft's Privacy Statement at <https://privacy.microsoft.com/en-us/privacystatement> and any other Microsoft agreements, policies and statements referred to in or attached to the Order (collectively, **Microsoft Terms**). In the event that we procure a software licence or subscription for any Microsoft 365 services for you or any End User, then you agree to be bound by all applicable Microsoft Terms as shall be published and amended from time to time.

11. Other Managed Services

- 11.1. Where specified in an Order, we will supply or procure the supply of the following services:
- (a) anti-virus services that are designed to detect computer viruses (**Antivirus Services**); and
 - (b) anti-spam services that are designed to manage, screen and block spam email sent to your network (**Antispam Services**);
- (**Other Managed Services**).
- 11.2. You acknowledge that your applications, equipment and devices connected to networks, particularly those connected to the internet, may receive viruses and spam and that although our Other Managed Services are designed to reduce viruses and spam as specified in the Order or by the relevant Vendor, no representation, warranty or guarantee is provided that our Other Managed Services will definitely be able to identify or eliminate all or any specific types of viruses or spam.