

IntraPower Terrestrial Pty Ltd

Product Group Conditions

On-Demand Services

**1. Application**

- a. These terms apply to all On-Demand services we provide, such as Desktop On-demand, and form part of our customer contract with you.
- b. These terms and conditions apply to all support services and form part of our Customer Contract with you.
- c. These terms and conditions are not to be read in isolation and are in addition to, and must be read in conjunction with, our Basic Conditions at [www.intrapower.com.au/terms](http://www.intrapower.com.au/terms)
- d. "We", "our" or "IntraPower" means IntraPower Terrestrial Pty Ltd (ABN: 64 081 193 259), and "you", "your" or "Customer" means anyone that we supply a service to.

**2. On-Demand Service**

- a. We may provide the following On-Demand Services:
  - I. Desktop On-Demand – voice, office productivity and applications delivered as a service
  - II. Infrastructure On-Demand – business system components such as security, anti-spam, anti-virus, firewall, Internet, hosting, development, test and staging, disaster recovery and backup
  - III. Data Communication On-Demand – enterprise grade private high availability network.
- b. We provide application outsourcing through our Desktop On-Demand model. Your applications and data are migrated into our On-Demand environment, designed for scalability, performance and redundancy delivered through enterprise technologies.
- c. Our solution delivers thin client desktop to end users via Citrix. This desktop includes Microsoft Office, Exchange 2007 Mailbox, file storage, Internet browsing and network printing. The applications are running from our "farm" of Citrix Servers and our standard operating environment includes managed backup, managed disaster recovery, anti-virus and anti-spam.
- d. We provide dedicated client application servers for your custom applications; these applications are accessible through the Standard Operating Environment Desktop.
- e. We provide communication links to connect your Service Locations to the On-Demand Service via the IntraPower High Availability Network. Such links are subject to the applicable Product Group Conditions for ADSL, SHDSL, Ethernet, Fibre, Wireless or Microwave. You acknowledge that we contract with our Wholesalers to provide such links to you for the Minimum term. If you terminate a Service before the Minimum Term, we will invoice you and you will pay us the price for the link as specified in the Price List multiplied by the number of complete and part months remaining in the Minimum Term from the time of terminating the service
- f. We connect securely deliver the applications to your PC, Thin Client or Mac. The system can be accessed at anytime via our portal page providing remote access and redundancy.
- g. We assume the responsibility for delivering all of these services according to the service levels specified in the IntraPower SFOA Service Conditions - On-Demand Services specification. Maintenance, management, monitoring, disaster recovery and support are included in the On-Demand Service.
- h. On-Demand Service elements are defined in Appendix 1.

**3. Service location and conditions**

- a. The availability and continuation of On-Demand Services are subject to technical and other conditions.
- b. The "Service Location" is the place to which an On-Demand Service is supplied, or is to be supplied.
- c. "Service conditions" means any and all of:
  - I. technical conditions for supply of On-Demand Services including whether or not that your Service Location is one to which On-Demand Services can be provided; and
  - II. where we consider that the consent of any third party such as a property landlord is required – obtaining that consent.
- d. Your service conditions include:
  - I. notifying us if any additional services are required before the service can be enabled;
  - II. providing a suitable place and conditions for the service if applicable;

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- III. certain products and services are incompatible with On-Demand Services. Your service conditions also include overcoming any incompatibility issues;
- IV. a requirement that you must comply with all service conditions at your own cost, and we are not responsible for any consequences of you failing to do so.

### **4. Product Support**

- a. You agree that we do not provide support in relation to any third party software or any issue arising from the use of such software. We only provide support relating to our own infrastructure unless expressly stated to the contrary.

### **5. Software Licences**

- a. You agree to abide by the terms of all software and equipment licences that you have access to during the provision of the Services. You shall procure compliance with all licences by your employees, agents and any other person who has access to your systems.

### **6. Technical Design**

- a. The prices and Services in our proposals are based on our understanding of your requirements and as at the date of the proposals. If additional design and implementation work is required further costs may apply. You will be informed of any additional costs or changes in prices for Services prior to any work being commenced or Services being provided to you.
- b. All telecommunications services including, ADSL, SHDSL, Fibre, Wireless or Microwave based services are subject to site specific feasibilities, and the availability of these services is not guaranteed until after the time of installation.

### **7. Intellectual Property**

- a. We and our suppliers retain ownership of all intellectual property subsisting in the contents of any documents provided to you by way of any part of any proposal or offer related to the Services or in the provision of the Services.
- b. You agree that all discoveries, inventions, improvements and developments relating in any way to your business activities which we may discover, invent, improve or develop during the provision of the Services and in direct furtherance of any tasks initiated by and or for you will be our exclusive and sole property. You will on our request execute all documents and do all such things as we may request to confirm or perfect the rights, title and interest in such property.

### **8. Standard Operating Environment**

- a. Our environment is a shared farm of SOE Servers that deliver the following; Windows Server 2003/2008 Desktop, Microsoft Office 2003/2007, Microsoft Exchange 2007, Shared FATA Network Drives, Enterprise Content Filtering and Anti Spam.

### **9. Dedicated Application Servers**

- a. We provide you with a dedicated application server capable of handling 15 concurrent users at any time. We load balance the applications across a farm of servers if required for application performance, reliability and scalability. We work with the application vendor to ensure that the software is installed, configured and up to date providing complete management for this infrastructure layer.

### **10. Dedicated Database Servers**

- a. We provide database hosting to meet your requirements. Our model for database hosting is based around the best practices for Microsoft SQL, Oracle and other industry databases. Our servers are priced in 25GB DB increments for simple scalability simple and predictable pricing.

### **11. Supply of service**

- a. We will provide you with an On-Demand Service if you and the Service Location satisfy all service conditions and our application and other requirements.
- b. We may give you an indicative date for service commencement, but we are not bound by it.

- c. If you fail to provide us, our Wholesaler or our agent with access to the Service Location to carry out all necessary works to provision a service, then you are deemed to have withdrawn your application for that service.

**12. Feasibility**

- a. Before any On-Demand Service can be provided, we must carry out a feasibility study.
- b. A feasibility study under this clause is a service condition.
- c. Once you request an On-Demand Service, we (or our Wholesaler, or both of us) will carry out a feasibility study to determine whether we can provide an On-Demand Service to the Service Location.
- d. Upon completion of the feasibility study in clause 12 (c), we will report to you on whether it is feasible to provide the On-Demand Service ('feasibility report').
- e. The feasibility report will tell you whether the On-Demand Services can be provided to a Service Location and if an On-Demand Service can be provided, whether there will be an additional build cost to facilitate provision of the On-Demand Service.
- f. If we incur costs in carrying out the feasibility study or providing the feasibility report and the carrying out of work to provision the On-Demand Service (including any building work) you must pay for these costs, whether or not we do the work or our Wholesaler does.

**13. IP Addresses and equipment**

- a. Where we allocate IP addresses to an On-Demand Service, we do so on the basis (subject to clause 34 of our Basic Conditions) that ownership in them always remains with us and they may be subject to change.
- b. Where we (or our Wholesaler) provide you with equipment and you have not purchased that equipment, you must adhere to the conditions of clause 37 of our Basic Conditions as though you had purchased that equipment.

**14. Pricing**

- a. The price for our services is subject to your individual circumstances and requirements and where applicable our Price List.

**15. Service levels**

- a. To the extent permitted by law, we do not guarantee the performance of any On-Demand Service to a particular service level, unless we provide you with a service level agreement, in which case we provide the On-Demand Service subject to it.
- b. You acknowledge that there are a number of factors which may affect the performance of the On-Demand Service, some of which are outside of our control and that service may not be continuous and may display variations in response times and capacity of service.
- c. We may cease or interrupt the service to troubleshoot, maintain or upgrade it; and limit the performance of the service from time to time.

**16. Security**

- a. You must protect your computer or network from security threats, viruses, trojans, worms and other malware.
- b. You must ensure the service is not used for any unauthorised or unlawful access or use of another customer's service.

**17. Wholesale conditions**

- a. On-Demand Services rely on infrastructure and services provided by Wholesalers.
- b. Wholesalers insist that end users (such as you) of On-Demand Services that are provided by means of that Wholesaler's infrastructure are bound by terms and conditions (as part of your customer contract) specified by the Wholesaler – "Wholesaler Conditions".
- c. If we notify you that someone is the relevant Wholesaler for your On-Demand Service, then your customer contract includes as Wholesaler Conditions the terms and conditions in the schedule to this Part that corresponds to that person.

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- d. In the case of inconsistency between Wholesaler Conditions and anything else in your customer contract, Wholesaler Conditions yield.

**18. Termination**

- a. In addition to any other termination obligations you have under your customer contract, you must provide us with any information we require about services you wish to terminate and complete our Cancellation form, as amended from time to time;
- b. Where you have a mix of services (including services other than On-Demand Services) that you would like to terminate, in accordance with your customer contract, then the obligations of clause 18 (a) may also apply to your termination of those services.

**Appendix 1 – On-Demand Service Elements**

Management Type	Element	Our Responsibility	Your Responsibility
Desktop On-Demand (Standard Operating Environment)	Infrastructure Management (Hosted Desktop Infrastructure)	✓	○
	Network Service Management (Hosted Desktop Infrastructure)	✓	○
	Vmware Service Management	✓	○
	Citrix Presentation Server Management	✓	○
	Data Traffic	✓	○
	Storage Management	✓	○
	Backups & Restores	✓	○
	Service Monitoring & Reporting	✓	○
	All SOE Licensing (Includes OS, SQL, MS Office, Citrix, Vmware)	✓	○
	OS Installation & Server Provisioning	✓	○
	24/7 Technical Support	✓	○
	Exchange 2007 Cluster / BES	✓	○
	Disaster Recovery	✓	○
	Hosted Application (Outside of SOE)	Service Patch Management	✓
OS Patch Management		✓	○
System Administration		✓	○
Infrastructure Management		✓	○
Storage Management		✓	○
Application Licensing		○	✓
Application Content / Code		○	✓
Hosted Database	Service Patch Management	✓	○
	OS Patch Management	✓	○
	System Administration	✓	○
	Infrastructure Management	✓	○
	Storage Management	✓	○
	SQL Licensing	✓	○
	Database Content / Code	○	✓
Onsite Engineering	Onsite Engineering Projects	Provided at additional charge	○
Thin Client Setup	Hardware Configuration	Provided at additional charge	○