

THE VENDOR Pty Ltd

AND

CUSTOMER X Pty Ltd

**MANAGED SERVICES AGREEMENT
(Customer Owned Equipment at Customer Site)**

Consulting Cloud Preview



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THIS AGREEMENT is made the day of 2011

BETWEEN

THE VENDOR PTY LTD of (insert Vendor address) ("**THE VENDOR**")

AND

CUSTOMER X PTY LTD of (insert Customer address) ("**Customer**")

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context indicates a contrary intention:

"Additional Fixed Price Service" means those identified items of Services which attract a fixed cost as set out in Schedule 1.

"Additional Fixed Price Service Costs" means the costs for each Additional Fixed Price Service which may be acquired by the Customer, as set out in Schedule 1, and which are not included in the Monthly Charge.

"Application Software" means the software owned or licensed by Customer not being the Operating System Software.

"Business Day" means a day that is not a Saturday, Sunday or a public holiday in Melbourne.

"Charges" means Transition Services Costs, the Monthly Charge for ongoing Services (Level of Service and Technical Support), the Support Services Costs, the Additional Fixed Price Services Costs, costs for Purchasing Services, costs for Disengagement Services and costs for Disaster Recovery Services, as applicable

"Commencement Date" is the date that this Management Services Agreement is signed by both parties, or by the second party if signing occurs separately, or an earlier date if so specified in Schedule 1.

"Cut-Over Date" means the first day following the last day of Transition.

"Designated Coordinator" means the representative or his nominee referred to in Schedule 8 as varied from time to time by notification by one Party to the other, who shall issue and receive notices as required by this Agreement for the respective Parties and who shall generally ensure effective communications between the parties.

"Disaster" has the meaning given in Schedule 14.

"Disaster Recovery Services" means those activities described in Schedule 14.

"Disengagement" means the process for cessation of supply of Services, including but not limited to the timely handover of relevant information to an incoming Third Party Provider appointed by the Customer to continue supply of similar services following the cessation date for such supply by THE VENDOR. To avoid doubt, Disengagement is a process which may arise through expiry of the Term of this Agreement or early termination.

"Disengagement Plan" means a Plan containing information of the variety described at Schedule 13.