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Master Services Agreement

Logical Solutions 2020 Limited

Last updated: 17 November 2026

This Master Services Agreement (“MSA”) applies to all Orders & Services with Logical Solutions (2020) Limited. In addition, all orders for services will be subject to individual agreements defined at the time of sale.

A separate contract (a “Contract”) will be formed by each sales agreement, comprising the Letter of Engagement, SLA (where relevant) and MSA, together with any schedules annexed to it. If there is any inconsistency between the documents expressly incorporated into the Contract, they will prevail in the order written above.

MSA TERMS & Conditions

1. Scope of the Agreement

This Agreement governs the overall relationship of the parties concerning the fulfilment of Sales Agreements in connection with the provision of products and/or Services.

2. Sales Agreements and Commencement

1. If, at any time during the Term, the Customer wishes to purchase products and/or Services from Logical Solutions, the Customer will discuss its requirements with Logical Solutions, and Logical Solutions will prepare a Sales Agreement for the required products and/or Services. The agreement will state the Services Schedule applicable to each Service, which will determine the Services Schedule that shall apply to the Services.
2. If the Customer wishes to purchase the products and/or Services set out in a Sales Agreement, the Customer shall sign the Sales Agreement and send it to Logical Solutions, who may then accept or reject the agreement. Unless and until a contract is signed by the Customer and accepted by Logical Solutions, all discussions, communications, and clarifications between the parties regarding such agreement shall be treated as subject to contract and not create binding obligations on the Parties.
3. This MSA shall apply to and be incorporated into each Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

4. Logical Solutions reserves the right to make changes to the terms of the MSA from time to time and will display the updated MSA at https://logicalsolutions.co.nz/white-papers/master-services-agreement/
5. Logical Solutions may notify the Customer of any material changes to the MSA ten (10) days in advance. Any such changes shall take effect at the end of a ten (10) day period. Otherwise, changes will take effect when made.
6. Upon installation of the Service ordered in any agreement, Logical Solutions may deliver a Connection Notice to the Customer. The Service Commencement Date shall be the first to occur of the following:
    1. The date of the Connection Notice
    2. The date Customer begins using the Service.
7. The Customer shall have a period of 3 Business Days from the Service Commencement Date to test the Service and to advise Logical Solutions if the Service is not installed or functioning properly. In the case of a non-functioning Service, Logical Solutions will investigate the report and correct the Service as required. If the non-functioning was solely the fault of Logical Solutions, then the Service Commencement Date shall be adjusted to the date when the Service is correctly functioning.
8. If any agreement is altered (including, without limitation, any changes in the configuration or build-out of Colocation Space) at Customer's request after Logical Solutions accepts an agreement and such alteration results in a delay in the delivery of Service to Customer, billing for such Service shall commence no later than the original anticipated Service Commencement Date.

3. Agreement Term & Anniversary

1. Unless otherwise specified in the Sales Agreement:
    1. The Initial Term for each recurring Service shall be thirty-six (36) months from the Service Commencement Date of the Service; and
    2. On the expiry/anniversary of the Initial Term and each Secondary Term, each recurring Service in the initial Sales Agreement shall renew for further periods of twenty-four (24) months each in duration (each a "Secondary Term") unless either Party issues a Legal Notice to terminate not less than thirty (30) days before the expiry of the then-current term.

4. Implementation Plan

1. If an Implementation Plan is annexed to the Sales Agreement, Logical Solutions and the Customer shall act in accordance with that Implementation Plan.
2. Logical Solutions shall use its reasonable endeavours to meet any performance dates set out in the agreement, but any such dates shall be estimates only, and

time shall not be of the essence in respect of Logical Solutions' obligations (whether in respect of Goods or Services).

3. If the Parties need to amend the Implementation Plan in respect of any Services, the Parties shall, as soon as reasonably practicable, agree in writing any amendments that need to be made to the Implementation Plan in respect of the relevant Services and Logical Solutions shall provide the Services following such amended Implementation Plan.

5. Customer Premises

1. The Customer will allow Logical Solutions access to and use of the Customer Premises to the extent reasonably requested by Logical Solutions to perform the Services. Except for emergency repairs, Logical Solutions may send the Customer an Operational Notice two Business Days before any required access to the Customer Premises.
2. The Customer will be responsible for:
    1. obtaining all permissions and consents from third parties necessary for the installation, maintenance, and removal of the Hardware (including permission to cross the real property to access the Customer Premises).
    2. providing and maintaining, at its own expense, the level of power, heating, and air conditioning necessary to maintain the proper environment for the Hardware at the Customer Premises.
    3. providing a safe workplace and complying with all laws and regulations regarding working conditions at the Customer Premises.
3. If the Customer fails to meet its obligations regarding the Customer Premises and, as a result, Logical Solutions is unable to install or continue the delivery of the Services, then (notwithstanding the absence of Services), the Customer will pay all Charges for such Services from the date Logical Solutions is otherwise ready to deliver them.

6. Hardware

1. If the Hardware is owned or provided by Logical Solutions and installed on the Customer Premises:
    1. Logical Solutions will provide and maintain the Hardware in good working order.
    2. The Customer shall not and shall not permit others to rearrange, disconnect, remove, attempt to repair, or otherwise tamper with the Hardware without the prior written consent of Logical Solutions.
    3. The Hardware shall not be used for any purpose other than concerning the use or the services by Logical Solutions.

7. Service Change Control Procedure

1. Either party may at any time discuss a Change with the other Party.
2. Where a written request for a Change is received from the Customer and has a financial impact on an in-place agreement, Logical Solutions shall, unless otherwise agreed, prepare and submit an updated agreement or supplement to the existing contract to the Customer within 20 Business Days from the date of the written request, or, inform the Customer that Logical Solutions is unable to comply with the Customer's written request, in which case the Change shall not proceed.
3. Where Logical Solutions wishes to make a change, it may prepare a Service Order Change and send it to the Customer.
4. Each agreement may include all details required for the Change, including variations to Services, necessary variations to Charges and the effect of the Change on existing Services and any Implementation Plan.
5. The Parties may meet as soon as reasonably practicable following the issue of a sales agreement to discuss the change control process and who should be assigned with "sign-off authority" over the change control process.
6. The change control process can be modified, customer by customer, as required, with any changes to the process requiring a 60-day sign of the change of process in writing.
7. If Logical Solutions issues a change notification and no notification is received back from the customer within 7-days, the change is defined as accepted and will proceed.

8. Obligations of Logical Solutions

1. Logical Solutions shall perform the Services and supply goods in accordance with the terms and conditions of this MSA.
2. Logical Solutions shall provide the Services using the appropriately qualified person who shall always act in a timely and efficient manner, in good faith and with due diligence.
3. The Customer acknowledges and agrees that in providing the Services, Logical Solutions may utilise Third-Party Providers
4. Logical Solutions may provide Remote support and Chargeable Support to the Customer upon request in accordance with the 3rd party SLAs.
5. Logical Solutions will endeavour to do its best to ensure that:
    1. It has in place all licenses and other consents required in respect of any Software to be provided by Logical Solutions owned by third parties.
    2. It fully maintains such licenses and consents throughout the Term, including by way of payment of any license or renewal fees in a timely fashion.

3. Such licenses and consents are entered, and remain, on terms which permit the use of the Software by Logical Solutions and the Customer for the provision and receipt of the Services and otherwise in the manner contemplated by this MSA; and
4. Logical Solutions fully complies with all terms and conditions of such licenses and consents throughout the Term.

9. Obligations of the Customer

1. The Customer shall:
    1. Comply with all terms of the MSA and not use the products or Services for any unlawful purpose.
    2. Co-operate fully with Logical Solutions in relation to all matters relating to the Services or this MSA.
    3. Appoint and make available the Customer Representative to liaise with Logical Solutions in relation to any matter concerning the Services or this MSA.
    4. Provide promptly all information and resources reasonably requested or required by Logical Solutions to provide the Services under this MSA, including any Software or Hardware to be provided by the Customer.
    5. ensure that:
        1. it has in place all licenses and other consents required in respect of any Software to be provided by the Customer which is owned by third parties
        2. it fully maintains such licenses and consents throughout the Term, including by way of payment of any license or renewal fees in a timely fashion.
        3. such licenses and consents are entered, and remain, on terms which permit the use of the Software by the Customer and Logical Solutions for the provision and receipt of the Services and otherwise in the manner contemplated by this MSA
        4. it fully complies with all terms and conditions of such licenses and consents throughout the Term and immediately notifies Logical Solutions in the event of any breach thereof.
    6. Ensure that all information provided by the Customer to Logical Solutions is complete, up-to-date, and accurate in all material respects.
    7. Ensure that any hardware or other equipment (if any) provided by the Customer to Logical Solutions is in good working order and suitable for the purposes for which it is to be used concerning the Services and conforms to all applicable laws and regulations.
    8. Provide Logical Solutions with complete copies of any maintenance or other instructions issued by the third-party manufacturers in respect of any

Hardware provided by the Customer to Logical Solutions, including any revisions or updates.

9. Provide Logical Solutions and its personnel with such access to the Customer Premises and its relevant information, records and other material as is necessary to provide the Services or exercise its rights under the MSA.
10. Strictly comply with any lawful instructions and directions which may be given or issued by Logical Solutions, its Affiliates or any Third-Party Provider concerning the performance of any Contract, including, but without limitation, any access and security requirements in connection with any premises provided by Logical Solutions or any Third-Party Provider.
11. Not make any statement, warranty, or representation about the Services to any third party and ensure that its customers or any third-party Customer allowed to use the Services (provided it is licensed to do so) comply with the terms of this MSA.
12. Obtain and maintain all necessary licenses and consents and comply with all applicable laws, rules, and regulations concerning the receipt of the Services.

10. Customer Responsibilities

1. Customer is not permitted to perform penetration testing (or any other intrusive or non-intrusive security/stress testing) without written authorisation from Logical Solutions. The Customer must take all reasonable measures to ensure it does not jeopardise services supplied to third parties on the same shared access infrastructure. This includes but is not limited to:
    1. Ensuring no broadcast storms, spanning-tree loops, or anything similar occurs over the Services.
    2. Informing Logical Solutions in the first instance in case of a DOS/DDOS attack. In the event of such an incident, Logical Solutions is willing to work with the Customer to alleviate the situation as quickly as possible. However, Logical Solutions reserves the right to shut down the Customer’s connectivity for a reasonable period to prevent service degradation to other Customer networks.
    3. Customers using router peering can only announce ranges officially allocated to them by Logical Solutions or a regional internet registry. Customers are not permitted to announce IP ranges from any other provider(s) through their Logical Solutions peering.
2. Notwithstanding any other provision of this MSA, Logical Solutions shall not be liable for any costs, charges, claims, losses, damages or expenses of any kind whatsoever if the performance of the Services by Logical Solutions or the fulfilment of any of its other obligations under this MSA, is prevented, hindered or delayed by any act or omission of the Customer or its employees, consultants, subcontractors or agents, including any failure to provide required Software or

Hardware under any Implementation Plan or agreed on timescales and, in particular, Logical Solutions shall not be liable for any failure by Logical Solutions to achieve:

1. any milestones under any Implementation Plan; or
2. any Service Levels (and the Customer shall not be entitled to the deduction of any related Service Credits in relation thereto), to the extent that the same is caused directly or indirectly by any such act or omission of the Customer or its employees, consultants, subcontractors, or agents.

3. If the Customer or any third party were to engage or try to engage any member of Logical Solutions staff without our agreement, Logical Solutions would suffer serious loss. The Customer agrees that they will not engage or try to engage any member of Logical Solutions staff or introduce them to any third party other than in good faith and without any view of their engagement by the / a third party
4. The Customer agrees that if they do engage or try to engage any member or former member of Logical Solutions staff who has within the immediately preceding 24 months been engaged in Logical Solutions' provision of services for the Customer, the Customer will pay Logical Solutions by way of liquidated damages such sum as represents 150% of the annual salary (or other annualised amount last payable by Logical Solutions) plus any past recruitment fees, for the individual in question, which the Parties both agree is a fair and reasonable estimate of any likely loss that Logical Solutions would suffer.
5. The Services shall be used by the Customer in compliance with applicable law and the Acceptable Use Policy. Logical Solutions may, in its sole discretion and in addition to its other rights under the MSA, suspend relevant Services of the Customer while Acceptable Use Policy breach allegations are investigated.
6. The Customer shall remain responsible for the Services under its control, including any use by third parties (whether fraudulent or invited by Customer).
7. The Customer shall ensure that the Customer Premises in which any Hardware or Sold Equipment is to be installed are in a proper and fit condition for such installation and shall make available to Logical Solutions free of charge all such light, heat, air, power, and other necessaries as may be required for the installation and preparation of the Hardware or Sold Equipment.

11. Charges and Payment

1. The Customer shall pay the Charges to Logical Solutions as set out in this Clause and in accordance with the relevant Sales Agreement.
2. Unless the Customer advises Logical Solutions that a Service has not been installed and/or is not functioning correctly in accordance with clause 2.g, billing for the Service will commence from the applicable Service Commencement Date.

3. Logical Solutions will charge monthly in advance for all Services except for Charges that are dependent upon variable usage, which will be billed monthly in arrears.
4. The Customer shall pay Logical Solutions the total undisputed amount of each invoice to an account nominated in writing by Logical Solutions within thirty (30) days from the date of each invoice.
5. Unless otherwise stated, the Charges are exclusive of GST, any similar sales tax and/or any tax that replaces such sales taxes and, where relevant, any packing, insurance, carriage, and fitting.
6. In addition to the Charges, Logical Solutions shall be entitled to be reimbursed for its expenses properly and necessarily incurred in the performance of the Services, other than:
    1. travel expenses incurred because of Logical Solutions personnel travelling to and from Logical Solutions' usual place of work at Logical Solutions' offices, or to and from the Customer Premises; or
    2. Subsistence expenses incurred whilst performing the Services at Logical Solutions' usual place of work at Logical Solutions' offices or the Customer Premises.
7. Concerning any disputed invoices, the Customer shall pay any undisputed amount in accordance with this Clause and notify Logical Solutions in writing within seven (7) days of the date of invoice of the reasons for the disputed amount. Any such dispute shall be managed in accordance with the procedures set out in Clause 26. The Customer waives its right to dispute any Charges not disputed in accordance with this Clause.
8. Without prejudice to any other right or remedy that Logical Solutions may have, if the Customer fails to pay any undisputed amount payable to Logical Solutions by the due date for payment, Logical Solutions shall be entitled to:
    1. charge interest on outstanding from the due date for payment at the annual rate of ten per cent above the then-current base rate of BNZ Bank of NZ, accruing daily and being compounded monthly until full payment is made.
    2. suspend or limit all Services until payment has been made in full; and/or
    3. require the Customer to enter a direct debit arrangement.
9. Logical Solutions may, without prejudice to any other rights it may have, set off any liability of the Customer against any liability of Logical Solutions to the Customer.
10. Logical Solutions may require the Customer to make a deposit or provide security for the payment of Charges as specified by Logical Solutions if the Customer fails to pay any undisputed amount by the due date for payment on at least 3 occasions in any 12-month period and Logical Solutions shall be entitled to suspend or limit Services until such deposit or other security is received by Logical Solutions.

11. In the event of any regulatory or legal change in applicable law, regulation, decision, rule or order that materially changes the terms of or any increase in the cost of delivery of the Services, Logical Solutions will provide Legal Notice of the change and/or any consequent increase in the Charges along with a written explanation and the Charges will be amended from the date of such Legal Notice.
12. Logical Solutions reserves the right to reissue any invoice if any error is identified and the Customer account shall be amended to reflect the reissued amount. The payment of an invoice by the Customer does not restrict Logical Solutions' right to reissue erroneous invoices.
13. Logical Solutions reserves the right to increase the Charges once per calendar year for any Service. Logical Solutions will provide Legal Notice of any such increase. If the Charges are increased by more than 10% (or the rate set out in the relevant LOE if such rate is specified) in any one calendar year, the Customer may terminate the affected Service without liability by serving Legal Notice to terminate on Logical Solutions within thirty (30) days of the relevant price increase Legal Notice, and such termination shall be effective ninety (90) days following receipt by Logical Solutions of the Legal Notice to terminate and the price increase shall not take effect during such period.
14. Any discounts given from Logical Solutions' current commercial price list are given subject to the Customer strictly abiding by the Contract. If the Customer fails to abide by the Contract, Logical Solutions reserves the right to further invoice for any difference between the discounted price and Logical Solutions' commercial price at the time of order and the new invoice then raised also becomes subject to the Contract.

12. Service Levels and Service Credits

1. Logical Solutions shall use its reasonable endeavours to provide the Services to meet the Service Levels. For Logical Solutions to investigate any reported issues, the Customer agrees to provide supporting information as reasonably requested.
2. Where the origin of the fault is unclear, Logical Solutions will assist the Customer to determine the origin of the fault. If it is confirmed that the fault does not lie with Services provided by Logical Solutions under any Contract, a charge will be made to the Customer at the hourly rates for Chargeable Support detailed within the relevant Contract.
3. Where Logical Solutions fails to meet any Service Level expressly stated and defined in the applicable Contract, the Customer may request a Service Credit provided that such request must be received by Logical Solutions within 10 days of the end of the period for which a Service Credit is requested. In no event shall the total amount of Service Credits issued to Customer per month exceed the recurring Charges invoiced to Customer for the affected Service for that month.

4. If, in Logical Solutions' reasonable opinion only a proportion of any one Service used by the Customer is affected by the relevant loss of service, Logical Solutions shall credit the Customer's account with a reasonable proportion of the Service Credit. For the purpose of calculating the proportion of a Service Credit due to the Customer, Logical Solutions (in its sole discretion but acting reasonably) shall determine which proportion of the Service was affected.
5. The Customer's sole financial remedy in relation to Logical Solutions' failure to meet the Service Levels shall be as set out in this Clause, and the Customer shall have no right to recover additional damages in respect of such failure nor any right to terminate the MSA nor any LOE nor any of the Services affected.

13. Confidential Information

1. All Confidential Information shall remain the property of the disclosing Party.
2. Each Party shall treat as strictly confidential all Confidential Information obtained from each other under or in connection with this MSA and any Contract and may use the Confidential Information only for the purposes of exercising or performing its rights and obligations under a Contract and shall not disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 13.
3. The Customer acknowledges that Logical Solutions' Confidential Information includes any designs, plans, software, or other materials created by Logical Solutions in connection with the Services and the Customer agrees not to make use of any such material for any purpose other than receipt of the Services from Logical Solutions.
4. Subject to the provisions of this MSA, a Party may disclose the Confidential Information only to those of its employees, agents, permitted subcontractors, consultants, auditors, and professional advisers ("Representatives") that have a need to know the Confidential Information for the purposes of a Contract.
5. Each Party shall take all reasonable measures available to it to protect the Confidential Information, and in any event, no less than those used to protect its own Confidential Information.
6. A Party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible.
7. On termination of a Contract and if required by the disclosing Party, the receiving Party shall, within five Business Days, deliver up to the disclosing Party or destroy, at the option of the disclosing Party, all the Confidential Information in its possession or control and maintain no copies whatsoever.

8. The restrictions set out in this clause 13 do not apply to information which:
    1. is or becomes generally available to the public (other than because of its disclosure by the receiving Party or its Representatives in breach of this Clause 13); or
    2. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; or
    3. was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving Party; or
    4. is developed by or for the receiving party independently of the information disclosed by the disclosing Party.
    5. The provisions of this Clause 13 shall continue to apply after termination of the last Contract for three years.

14. Intellectual Property Rights

1. The Customer acknowledges and agrees that Logical Solutions is the owner or licensee of the Logical Solutions IP and that except as specified in Clause 14.b, nothing in this MSA shall confer on the Customer any right, title, or interest in the Logical Solutions IP.
2. Subject to Logical Solutions obtaining all necessary consents from any third-party licensors, Logical Solutions hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license (unless expressly provided otherwise in the agreement) to use the Logical Solutions IP solely for the purposes of and to the extent necessary to receive and obtain the full benefit of the Services during the Term.
3. Logical Solutions acknowledges and agrees that the Customer is the owner or licensee of the Customer IP and that except as expressly specified in Clause 14.d, nothing in this MSA or otherwise shall confer on Logical Solutions any right, title or interest in the Customer IP.
4. Subject to the Customer obtaining all necessary consents from third-party licensors, the Customer hereby grants to Logical Solutions a non-exclusive, non-transferable, royalty-free license during the Term to use such of the Customer IP as relates to the Services for the purposes of and to the extent necessary to perform this MSA.
5. All materials created in the provision of the Services (including configuration and use of the Services and related documentation) shall remain the Intellectual Property of Logical Solutions, and the Customer acknowledges it shall be granted a limited, non-exclusive, non-transferable, non-sublicensable license only in such Intellectual Property during the Term.

6. Except as permitted by applicable law or as expressly permitted under this MSA, the Customer shall not copy, de-compile or modify any Services (including the provision of software and documentation) without the prior written consent of Logical Solutions.

15. Warranties and Indemnities

1. To the maximum extent permitted by law, the Parties, exclude all warranties, conditions or other terms that are not expressly set out in this MSA, whether implied by statute, common law, course of dealing or otherwise.
2. Logical Solutions warrants that:
    1. it has the full capacity and authority to enter and perform this MSA and this MSA is executed by a duly authorised representative of Logical Solutions; and
    2. it owns or has obtained valid licenses and/or consents to use any Intellectual Property rights (excluding any Customer IP) reasonably necessary for the fulfilment of all its obligations under this MSA.
3. In the event that a claim, demand or action for the infringement or alleged infringement of any Intellectual Property rights is made in respect of any Software provided by Logical Solutions under this MSA or in respect of the Services, or, in the reasonable opinion of Logical Solutions, such claim, demand or action is likely to be made, then, provided always that the Customer has used the Software and/or the Intellectual Property Rights in accordance with and as permitted by this MSA, Logical Solutions shall at its own expense:
    1. modify or replace the relevant Software without adversely affecting the Services, to avoid the infringement or the alleged infringement, and the terms herein shall apply mutatis mutandis to such modified or replaced Software; or
    2. procure a license to validly use any such Software; or
    3. Vary the Services without reducing the performance or functionality of the same to avoid the infringement or the alleged infringement, and the terms herein shall apply mutatis mutandis to such modified or replaced Services or if the same is not technically or commercially viable:
        1. propose a Change pursuant to this MSA; or
        2. where possible, terminate the affected part of the Services without prejudice to the continuation of the remainder of this MSA,
    4. and the preceding shall represent the entire liability of Logical Solutions concerning the infringement of third-party Intellectual Property rights by the use or possession of any Software provided by Logical Solutions or in connection with the provision of the Services.

4. The Customer warrants that:
    1. it has the full capacity and authority to enter and perform this MSA, and this MSA is executed by a duly authorised representative of the Customer.
    2. it has the authority to grant any rights to be given to Logical Solutions under this MSA, including the right to provide the Software and Hardware to Logical Solutions as indicated in this MSA and for the same to be used in the provision of the Services and otherwise in connection with this MSA.
    3. it will comply with and use the Services in accordance with the terms of this MSA, all applicable laws, rules and regulations and any relevant Data Centre Policies and shall not do any act that shall infringe the rights of any third party, including the publishing or transmission of any materials contrary to relevant laws or in breach of the Acceptable Use Policy.
    4. it owns or has obtained valid licenses and/or consents to use, and where necessary to license to Logical Solutions, any Intellectual Property rights reasonably necessary for the fulfilment of all its obligations under this MSA, including any third-party licenses and consents in respect of any Software to be provided by the Customer; and
    5. Logical Solutions' use in the provision of the Services or otherwise in connection with this MSA of any third-party materials, including any Hardware or Software, supplied by the Customer to Logical Solutions for use in the provision of the Services or otherwise in connection with this MSA shall not cause Logical Solutions to infringe the rights, including any Intellectual Property Rights, of any third party.
5. The Customer shall fully indemnify and keep indemnified Logical Solutions and/or its affiliates against any and all claims, demands, actions, reasonable costs and expenses (including reasonable legal costs and disbursements), losses and damages arising from or incurred by reason of any breach by the Customer of the warranties contained in Clause 15, including, for the avoidance of doubt, any and all claims, demands, actions, reasonable costs and expenses (including reasonable legal costs and disbursements), losses and damages arising from or incurred by Logical Solutions or its Affiliates by reason of the provision by the Customer, and use by Logical Solutions, of:
    1. any Customer IP in the provision of the Services or according to this MSA; and
    2. any Hardware, Software or other infrastructure provided by the Customer to Logical Solutions in the provision of the Services pursuant to this MSA.
6. Each Party shall use all reasonable endeavours to mitigate loss and liabilities which are the subject of the indemnity in this Clause and nothing in this Clause shall diminish either Party's obligation to mitigate such losses.
7. Logical Solutions shall fully indemnify and keep indemnified the Customer against any and all claims, demands, actions, reasonable costs and expenses (including reasonable legal costs and disbursements), losses and damages arising from or

incurred by reason of any breach by Logical Solutions of the warranties contained in Clause 15, including, for the avoidance of doubt any claims, demands, actions, reasonable costs and expenses (including reasonable legal fees and disbursements), losses and damages arising from or incurred by the Customer by reason of the provision by Logical Solutions and use by the Customer of:

1. any Logical Solutions IP in receipt of the Services or according to this MSA; and
2. any Logical Solutions Hardware or Software provided by Logical Solutions to the Customer in the provision of the Services pursuant to this MSA.

16. Data Protection

1. If Customer discloses Personal Data to Logical Solutions or Logical Solutions collects Personal Data from Customer employees or callers, Customer:
    1. Agrees that Logical Solutions (or its Affiliates) may process such Personal Data consistent with Data Protection Legislation, only for the purpose of the relevant Contract and/or the provision of Services or for purposes connected with the subject matter of the disclosure and/or business relationship between the Parties.
    2. acknowledges that such processing may (subject to compliance with Data Protection Legislation) include the transfer of such Personal Data to Affiliates worldwide and/or its storage in a local or foreign database, and
    3. agrees to obtain consent to such processing from the data subjects concerned.
2. Logical Solutions may provide some Services as a data processor on behalf of the Customer as data controller. Where this is the case, Logical Solutions will only process Personal Data in accordance with Customer’s instructions, including as set out in this MSA, and will implement appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration or unauthorised disclosure or access.

17. System Configuration

1. Logical Solutions reserves the right to modify its network, system configurations or routing configuration. Unless expressly set out in an agreement, nothing in this MSA shall create or vest in the Customer any right, title or interest in a Service, its configuration, or associated addresses (including IP addresses, domain names or telephone numbers) provided by Logical Solutions. Logical Solutions may at its sole discretion and without liability, change or modify the features and functionalities of a Service or modify or replace any hardware or software in its network or in equipment used to deliver any Service over its network if this does not have a material adverse effect on the Service or the agreed Service Levels.

2. If Logical Solutions assigns to Customer an IP address as part of the Services, such IP address shall (to the extent permitted by law) revert to Logical Solutions after the termination of the agreement for any reason whatsoever. At this point, the Customer shall cease using such address. At any time after such termination, Logical Solutions may re-assign such address to another user.
3. If Logical Solutions obtains a domain name for the Customer, Logical Solutions shall act as an agent for the Customer in dealing with the relevant domain naming registration authority. The contract for the domain name shall be between the Customer and the relevant domain naming registration authority and the Customer agrees that they shall be solely responsible for renewals, legal, technical, administrative, billing, or other requirements imposed by the relevant domain name registration authority (and relevant costs thereof).
4. Logical Solutions gives no warranty that the domain name requested will not infringe the rights of any third party, and all such enquiries shall be the Customer's responsibility. The domain name shall form Customer IP for this MSA.

18. Security

1. The customer shall ensure that appropriate safety and security systems and procedures are maintained and enforced at the Customer Premises to prevent unauthorised access to all Services, Hardware and related networks or resources, following best industry practices.
2. Logical Solutions shall promptly inform the Customer if it discovers any breach of security relating to the Customer's data and, if caused by a failure in Logical Solutions systems, shall use all commercially reasonable endeavours to remedy such breach.
3. Customer shall promptly inform Logical Solutions if it suspects or uncovers any breach of security relating to the Services, and if caused by a failure in Customer's systems, shall use all commercially reasonable endeavours to remedy such breach.
4. For a security breach, however occurring, Logical Solutions may, in its sole discretion, suspend relevant Services while such security breach is investigated and resulting system or procedural changes made.

19. Sold Equipment

1. At the date on which the Customer signs a sales agreement, the Customer shall be deemed to be fully satisfied that any Sold Equipment reasonably fits the purpose or purposes for which it is to be used by the Customer.
2. The Customer shall inspect the Sold Equipment immediately upon delivery and shall, within five working days of such delivery, give notice, in writing, to Logical

Solutions if it is alleged there are any faults, omissions, shortages, damage, errors or any other discrepancy whatsoever. The Customer must also mark on the delivery papers requiring a signature any shortages or external damage to the packaging. All original packaging should be retained in respect of any claim until a representative of Logical Solutions can inspect the Sold Equipment.

3. The Customer shall give notice, in writing, to Logical Solutions if the Sold Equipment has not arrived within seven days of the due date of delivery such notice is to arrive with Logical Solutions no later than fourteen days after the due date of delivery. Logical Solutions reserves the right to reject any claims for non-delivery of any Sold Equipment, faults, omissions, shortages, damage, errors or any other discrepancy whatsoever with the Sold Equipment if the Customer has failed to carry out its obligations in strict accordance with Clause 19.
4. If payment for the Sold Equipment is not received in full and without any deductions by the due date then the Customer agrees that Logical Solutions reserves the right to:
    1. charge interest at a rate of 10% above the base rate of BNZ.
    2. charge an administration fee of $500.00 + GST
    3. withdraw any discounts that may have been given
    4. suspend deliveries of further Sold Equipment and/or any Services under that agreement
    5. take possession and control of the Sold Equipment for which purpose the Customer gives Logical Solutions an irrevocable right to enter upon the Customer premises at any time where the Customer is in breach of a Contract. Such removal and repossession does not affect any of Logical Solutions' existing rights or remedies under these Terms and Conditions or other rights or remedies as may be conferred on it by law.
5. No claim by the Customer in respect of Sold Equipment comprised in one delivery of the Sold Equipment shall entitle the Customer to withhold payment of the whole, or part, of the price payable in respect of any other delivery of Sold Equipment.
6. If Logical Solutions agrees (in writing) to payment by means of instalments for any Sold Equipment the failure of the Customer to pay an instalment within fourteen days of it becoming due shall entitle Logical Solutions to treat such failure as a repudiation of the relevant Contract by the Customer and to recover damages for breach of contract.
7. Logical Solutions reserves the right not to accept cancellation of any sales agreement for Sold Equipment, if Logical Solutions accepts a cancellation, it reserves the right to levy a charge of 50% of the Contract price.
8. All risk and responsibility in the Sold Equipment shall pass to the Customer at the time when the Sold Equipment is received by the Customer unless the Sold Equipment collected from the premises of Logical Solutions in which case risk in

the Sold Equipment shall pass to the Customer at the time when the Sold Equipment is collected. Logical Solutions shall have no further responsibility in respect of the safety of the Sold Equipment thereafter.

9. Notwithstanding that the Customer obtains possession of the Sold Equipment, until Logical Solutions receives full payment of all sums due under the Contract the following will apply:
    1. the legal, equitable and beneficial title in and to the Sold Equipment will remain with Logical Solutions.
    2. the Customer shall hold and store the Sold Equipment in a fiduciary capacity as bailee for Logical Solutions separate from any other assets and clearly marked as Logical Solutions' property
    3. the Customer shall keep the Sold Equipment fully insured against all risks for its full replacement value for the benefit of Logical Solutions.

20. Limitation of Liability

1. Nothing in this MSA shall limit or exclude the liability of either Party in respect of death or personal injury resulting from negligent acts or omissions or for fraud or breach of confidentiality obligations, or for any liability which cannot be excluded or limited at law.
2. Logical Solutions shall not be liable to any party for:
    1. Loss of profit or
    2. Loss of business and/or goodwill.
    3. Loss of anticipated savings or
    4. Loss or corruption of data or information or
    5. any special, indirect, or consequential loss, costs, damages, charges, or expenses.
3. Save for the indemnities granted under clause 15 of this MSA, which shall be unlimited, and subject to Clauses 20.a and 20.b, the aggregate liability of Logical Solutions in respect of any claim, loss, damage, costs or expenses arising out of the performance of its obligations under each Contract (whether in contract, tort (including negligence or breach of statutory duty) or otherwise) shall be limited to the total value of the recurring Charges paid or payable by the Customer to Logical Solutions pursuant to the relevant Contract in the 12 months immediately preceding the date on which the liability arose.
4. Logical Solutions shall not be liable for any damages whatsoever to Customer's Hardware or property at the Customer Premises resulting from the installation, configuration, repair or removal of Hardware carried out by Logical Solutions or by its contractors unless such damage is caused by Logical Solutions' wilful misconduct or negligence and subject always to the limitations of liability in Clause 20.c.

5. Except as expressly set out in this MSA or a Contract, all representations, warranties, terms, and undertakings, express or implied by statute, common law or otherwise (including those relating to quality and fitness for purpose) are hereby expressly excluded to the extent permitted by applicable law.

21. Assignment & Subcontracting

1. The Customer may not assign or transfer any of its rights or obligations under any Contract in whole or in part without the prior written consent of Logical Solutions.
2. Logical Solutions may sub-contract any or all its rights and obligations under any Contract (including the provision of the Service) to suitably qualified sub-contractors.
3. Notwithstanding the sub-contracting of any of its obligations, Logical Solutions shall remain responsible and liable for all its obligations according to that Contract and for all acts and omissions of its sub-contractors.

22. Termination for Convenience

1. Logical Solutions may choose to terminate any service with Notice (30 Days) that the service or type of service is no longer considered viable for technical or financial reasons.
2. Customer may terminate any Service or terminate each Contract at any time upon 90 days' prior Legal Notice to Logical Solutions provided that Customer pays a "contract break fees" to Logical Solutions in an amount equal to:
    1. 90% of the remaining agreement rate (including automatic contract renewals) of any recurring fees.
    2. Any third-party cancellation charges related to the installation or termination of the Service(s)
3. Logical Solutions shall issue an invoice to the Customer for any early termination charges payable under this clause and the Customer shall pay such invoice in accordance with Clause 11 of this MSA.

23. Termination or Suspension for Any Cause

1. Logical Solutions may immediately terminate the Services in whole or part (or suspend the Services until the event giving cause is remedied) or terminate any Contract without liability by giving Legal Notice to the Customer if any of the following events occurs:
    1. the Customer fails to pay the undisputed portion of any past due invoice within 5 Business Days after Legal Notice from Logical Solutions.

2. the Customer violates any law, rule, or regulation applicable to the Services; or
3. the Customer engages in conduct that breaches the Acceptable Use Policy or in Logical Solutions' reasonable opinion, causes or is likely to cause damage to Logical Solutions' network, Hardware or third parties using such network or Hardware, or the Customer engages in any fraudulent use of the Services.
4. the customer commits a material breach of that Contract which (in the case of a breach capable of remedy) has not been remedied within thirty (30) days of the receipt by the other Party of a Legal Notice specifying the breach and requiring its remedy.
5. an order is made, or a petition is presented for the bankruptcy of the other Party, a meeting is convened for the purposes of winding up, dissolution, administration, or a receiver or manager is appointed, a Party ceases or threatens to cease to carry on business or is unable to pay its debts as required or any event analogous to these described in this clause occurs in relation to the other Party

2. The parties have agreed that Logical Solutions will not suffer loss or damage if any or all the Services are terminated early in accordance with this clause and therefore agree that if Logical Solutions does terminate in response to any of the items in Clause 23, the Customer will pay the following sums which are a genuine pre-estimate of the losses to be suffered by Logical Solutions:
   1. any third-party cancellation charges related to the installation and/or termination of the Service; and the non-recurring Charges (including any non-recurring Charges that were waived by Logical Solutions at the time of the LOE) for the terminated Service which Logical Solutions is required to pay; plus
   2. 90% of the remaining Charges which would have been incurred by Customer from the effective date of termination to the end of the Term (including auto renewed terms).
3. Logical Solutions shall issue an invoice to the Customer for any monies payable under this clause, and the Customer shall pay such invoice in accordance with Clause 11 of this MSA.
4. If Logical Solutions suspends a Service in accordance with this MSA, Logical Solutions shall be entitled to issue an invoice to the Customer for a reasonable Service restoration fee and the Customer shall pay such invoice in accordance with clause 11 of this MSA. (Restoration is usually 2 months' recurring fees or time to reinstate – whichever is higher)

24. Consequences of Termination

1. Termination of this MSA shall be without prejudice to any rights and remedies of the Parties accrued before such Termination and nothing in this MSA shall

prejudice the right of either Party to recover any amount outstanding at the time of such termination.

2. On termination of this MSA, unless otherwise agreed between the Parties in writing, Logical Solutions shall use reasonable endeavours to provide a reasonable level of assistance to the Customer and/or any Future Service Provider to ensure the smooth transition of the Services by Logical Solutions to the Customer and/or the Future Service Provider to enable the provision of such services or similar services by the Customer and/or the Future Service Provider.
3. Logical Solutions shall respond to all reasonable questions about the Services which may be asked by the Customer for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Customer or any Future Service Provider (or potential Future Service Provider) to conduct due diligence.
4. If requested by the Customer in writing, Logical Solutions shall, as soon as reasonably practicable following the termination of this MSA, return to the Customer all data (including Personal Data), records, documentation, information, materials and other property owned by the Customer in Logical Solutions' possession or under its control or, at the prior written direction of the Customer, destroy such property and certify to the Customer that the same has been destroyed.
5. The Customer shall pay to Logical Solutions, in advance, an amount equal to the costs and expenses that Logical Solutions will reasonably incur in complying with Logical Solutions' obligations under this clause, as notified by Logical Solutions to the Customer in writing.
6. The provisions of this Clause shall survive the termination of this MSA.

25. Force Majeure

1. The Customer acknowledges and agrees that Logical Solutions does not and cannot control the flow of data to or from its networks or the storage of data held outside its networks. Such flow and/or storage depend largely on the performance of internet services and/or telecommunications networks provided or controlled by third parties. At times, actions, or inactions of such third parties can impair or disrupt Logical Solutions' connections to the internet (or portions thereof) or other platforms upon which access to the Services may be provided. Although Logical Solutions will use reasonable efforts to take all necessary actions to remedy and avoid such events, Logical Solutions cannot guarantee that such events will not occur. Accordingly, save as provided expressly in a Contract, Logical Solutions gives no warranty in relation to such events and any occurrence of such will be classed as an Event of Force Majeure.

2. Each party will give notice forthwith to the other Party upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
3. If a default due to an Event of Force Majeure shall continue for more than 60 days, then either party will be entitled to terminate any affected Contracts by giving not less than 30 days written notice to the other. Neither Party shall have any liability to the other in respect of the termination of a Contract as a result of an Event of Force Majeure.

26. Dispute Resolution

1. Any dispute or difference between the Parties relating to a Contract (whether as a matter of contractual interpretation or otherwise) shall be dealt with as follows:
    1. the dispute or difference shall first be referred in writing to the Logical Solutions Representative and the Customer Representative who shall promptly use all reasonable endeavours to resolve such matter as soon as reasonably practicable.
    2. if the Logical Solutions Representative and the Customer Representative are unable or unwilling to resolve the matter between themselves within twenty (20) Business Days of the date of the written referral, either of them may request a meeting of at least two senior representatives of both Logical Solutions and the Customer to be convened by the Customer within twenty (20) Business Days.

27. General

1. **Service Content.** Logical Solutions provides only network access to the internet and other networks as set out in the applicable agreement. Logical Solutions does not operate, monitor or control the information, services, opinions or other content of the internet or other networks. The Customer agrees that it shall make no claim whatsoever against Logical Solutions relating to the content of the internet or other connected networks respecting any information, product, service or software ordered through or provided by virtue of the access, and the Customer will hold Logical Solutions harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content attributable to the Customer, its agents, employees or users.
2. **Amendment.** No amendment, variation, or waiver of the Contract, whether in whole or in part, shall be binding on the Parties unless set out in writing and signed by the Parties.
3. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under a Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other

right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

4. **Publicity.** Logical Solutions may wish to use the Customer's details for its promotional purposes from time to time. Logical Solutions will not use any such details without first seeking the Customer's approval, such approval not to be unreasonably withheld. The Customer will not refer to Logical Solutions in any materials issued by the Customer without Logical Solutions' prior written consent.
5. **Severance.** If any provision (or part of any provision) of the Contract is held by a competent authority to be illegal, invalid, or unenforceable, that provision (or part-provision) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
6. **Relationship of the Parties.** The Parties are independent contractors and nothing in the Contract shall be construed as constituting a partnership or joint venture between the Parties or as constituting either Party as the agent, employee, or representative of the other for any purpose whatsoever except as specified by the terms of the Contract. Neither Party shall incur any liability on behalf of the other Party and any representations made or agreements entered into by a Party shall be its exclusive responsibility.
7. **Employee Transfers.** The Customer warrants that no employee of the Customer or of any of its service providers will be entitled to elect to transfer to Logical Solutions under Part 6A of the Employment Relations Act 2000 as a result of the performance of any Contract, and the Customer hereby indemnifies Logical Solutions against all losses, damages, liabilities, and reasonable costs and expenses arising in connection with any claim (whether successful or not) arising under, or in connection with the application of, Part 6A of the Employment Relations Act 2000.
8. **Anti-Bribery.** Each party shall:
    1. Comply with all applicable laws, regulations, mandatory codes and sanctions relating to anti-bribery and anti-corruption, including the Crimes Act 1961 and the Secret Commissions Act 1910 ("Relevant Requirements");
    2. have and shall maintain in place throughout the term of each Contract its own policies and procedures, including adequate procedures, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.
    3. promptly report to the other party any request or demand for any undue financial or other advantages of any kind received by it in connection with the performance of any Contract; and
    4. immediately notify the other party if a foreign public official becomes an officer or employee of that party or acquires a direct or indirect interest in that party.
9. **Fair Usage Policy for Services.** Fair usage agreements are available via the Logical Solutions corporate website. A link to these policies as per below: https://logicalsolutions.co.nz/white-papers/fair-use-policy/

10. From time-to-time fair usage policies will be revised. If this is the case and it affects services that are being delivered to you from Logical Solutions, you may be notified prior to the agreement being enforced with a minimum period of 1 month.
11. **Third Party Rights.** Except as expressly provided in a Contract, no Contract is intended to confer a benefit on, or be enforceable under subpart 1 of Part 2 of the Contract and Commercial Law Act 2017 or otherwise by, any party who is not a Party to that Contract.
12. **Legal Notices.** A Legal Notice shall be deemed to have been received, if delivered by courier, at the time of delivery; if sent by recorded delivery post at 9am on the second business day after posting; or if sent by facsimile, on acknowledgement by the recipient facsimile receiving equipment on a Business Day if the acknowledgement occurs before 1700 hours local time on a Business Day of the recipient and in any other case on the following Business Day.
13. **Operational Notices.** An Operational Notice shall be deemed to have been received unless the sender/Logical Solutions receives a “message undeliverable” or “out of office” reply.
14. **Entire Agreement.** Each Contract, together with the documents referred to therein, constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with therein and supersedes, cancels, and nullifies all previous discussions, correspondence, negotiations, arrangements, understandings, and agreements between the Parties in relation to its subject matter.
15. **Survival.** All clauses which expressly or by implication have effect after termination of the Contract shall continue in full force and effect following termination.

28. Governing Law & Jurisdiction

1. Each Contract dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law within New Zealand.
2. The Parties hereby irrevocably agree that the Courts of New Zealand shall have jurisdiction to settle any dispute or claim that arises out of or in connection with any Contract or its subject matter or formation (including non-contractual disputes or claims).

APPENDIX 1 – Interpretation

In this MSA, the following terms shall have the following meanings:

“Acceptable Use Policy” means Logical Solutions’ policy concerning the use of Services via or which involve access to the internet displayed on the Logical Solutions Website from time to time.

“Logical Solutions IP” means all Intellectual Property owned by or licensed to Logical Solutions and which is used for the provision of the Services.

“Logical Solutions Representative” means any full-time employee of Logical Solutions, or such other person as may be appointed by Logical Solutions from time to time and notified to the Customer by Operational Notice.

“Logical Solutions Helpdesk” means the Helpdesk provided by Logical Solutions to support Customers; “Logical Solutions Website” means www.logicalsolutions.co.nz

“Affiliate” means in relation to any Party, any holding company or subsidiary of that Party or any subsidiary of such holding company, where “holding company” and “subsidiary” have the meaning given to such terms in sections 5 and 6 of the Companies Act 1993.

“MSA” means this MSA, the schedules, the appendices and any LOEs accepted by Logical Solutions pursuant to this MSA, and any amendments which may be agreed between the Parties in writing from time to time.

“Business Day” means between the hours of 8:30 am and 5 pm Monday to Friday excluding bank and public holidays in the NZ; “Change” means any amendment, variation or other change to the Services made in accordance with clause 7.

“Chargeable Support” means, maintenance and support provided by Logical Solutions as set out in the relevant sales agreement.

“Charges” means the amount payable by the Customer to Logical Solutions for the provision of the Services as set out in or calculated in accordance with the LOE. “Customer IP” means Intellectual Property owned or licensed by the Customer and used for the purposes of this MSA.

“Customer Premises” means the location(s) owned or occupied by the Customer or its end users to which Services are delivered and as may be more particularly described in a sales agreement.

“Customer Representative” means the person nominated as the Customer’s representative in the relevant sales agreement or such other person as may be appointed by the Customer from time to time and notified to Logical Solutions by Operational Notice.

“Confidential Information” means any information, in any form, including all plans, proposals, forecasts, methodologies, know-how, information about technological or organisational systems, Customers, personnel, business activities or databases, held by a Party which is clearly designated as being confidential (whether or not it is

specifically marked confidential) or which ought reasonably to be considered to be confidential, but excluding any information which the other party can demonstrate:

(a) is or has become publicly known other than through a breach of this MSA;

(b) was already in the possession of the receiving party prior to its disclosure;

(c) was received by the receiving party from an independent third party who has full rights of the disclosure;

(d) was independently developed by the receiving party; or

(e) is legally compelled to be disclosed by a governmental authority, provided that the party subject to such requirement to disclose gives the other Party prompt written notice of the requirement and seeks to limit the disclosure as far as lawfully possible;

“Connection Notice” means an Operational Notice from Logical Solutions that the Service ordered has been installed in pursuant to the sales agreement.

“Customer” means the party entering the Contract that has a contractual relationship with Logical Solutions.

“Sales Agreement” or “Agreement” means an agreement for the supply of products and/or Services, which shall be submitted on Logical Solutions’ standard order form unless otherwise agreed by Logical Solutions in writing and which shall be subject to this MSA and form part of the Contract.

“Data Centre Policies” means policies concerning the use of data centres operated by Logical Solutions or Third-Party Providers displayed on the Logical Solutions Website from time to time.

“Data Protection Legislation” means the Privacy Act 2020 (New Zealand), as the same may be amended, modified or replaced from time to time, and any other applicable laws and regulations in force from time to time relating to the processing of Personal Data including, where applicable, any guidance and codes of practice issued by the Privacy Commissioner.

“Event” means an act, event omission or circumstance.

"Force Majeure” means any cause beyond Logical Solutions’ reasonable control including fires, floods, lightning, war, revolution, the act of terrorism, riot, civil commotion, act of God, industrial disputes, strikes (of another person’s employees), casualties, accidents, power failure, breakdown in the equipment, failure of suppliers, failures of transportation, telecommunications failures or internet downtime or available bandwidth shortage.

“Future Service Provider” means any service provider or service providers that the Customer appoints on the termination of this MSA (or any part thereof) to replace Logical Solutions in providing any or all of the Services (or services similar to the Services) or part thereof.

“Hardware” means all physical telecommunications, networking, and computer equipment (including but not limited to switches, routers, cables, servers, racks, cabinets, and peripheral accessories) used by Logical Solutions in order to deliver the Services to the Customer as may be set out in a sales agreement.

“Implementation Plan” means such implementation, migration and project plan as may be agreed between the Parties and as may be set out in an agreement.

“Initial Term” means the period specified in the relevant sales agreement or in Clause 3.

“Intellectual Property” means all intellectual property rights wherever in the world and howsoever arising, including copyright, patents, trademarks, service marks, design rights, rights to sue for passing off, rights in databases, domain names, business names, trade secrets and know how, semi-conductor topography rights and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.