

MANAGED SERVICES OUTSOURCING AGREEMENT

Version x.x

CUSTOMER X (AUST.) PTY LTD

and

VENDOR PTY LTD

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Managed Services Outsourcing Agreement

THIS AGREEMENT is made at on2011

BETWEEN **CUSTOMER X PTY LTD** of (address)

AND **VENDOR PTY LTD** of, Australia ("**VENDOR**")

RECITALS

- A. Customer X is in the business of providing (*insert the type of product and services that the customer provides*) services.
- B. Customer X recognizes that information systems are integral to the efficient and effective provision of above services.
- C. Customer X issued a request for proposal dated xx/xx/xxxx requiring the services of an organization with the experience and expertise to manage Customer X's Facility including the ability to:
- effectively implement and manage technical infrastructure of Customer X;
 - be accountable for ensuring infrastructure works;
 - provide flexible service arrangements to enable users to select levels of services and associated changes;
 - guarantee availability and reliability according to an agreed service level;
 - incorporate changes to the Customer X environment into service arrangements; and
 - provide advice and recommendations to Customer X based on current best practice and product trends.
- E. **VENDOR** is in the business of providing these technical and managed services.
- F. **VENDOR** submitted a proposal dated xx/xx/xxxx to Customer X to manage the Facility. This proposal was accepted and a 3 year contract was initiated. This contract expired on xx/xx/xxxx.
- G. Customer X and **VENDOR** have engaged in discussions and negotiations about a new contract commencing on xx/xx/xxxx.
- H. **VENDOR** has represented that it has the experience and expertise to provide the Services to manage the Facility on the terms of this Agreement.

IT IS AGREED

