

SPECTRUM IT CONSULTING PTY LTD

SUPPORT AGREEMENT

TERMS AND CONDITIONS

GENERAL

1. This agreement is between **Spectrum IT Consulting Pty Ltd** herein referred to as the ("Supplier") and _____, ("The Customer");
2. This agreement relates to support services ("Support") offered by The Supplier to The Customer;
3. Our normal support hours are between 8.00 am and 6.00 pm on any day except for Saturday, Sunday and public holidays ("Normal Support Hours"). The time referred to is NSW Sydney time. Support required outside these hours will be deemed after hours ("After Hours Support") and will incur additional charges;
4. By signing this agreement, you are agreeing to The Supplier's standard support rates ("Support Rates"), which are updated from time to time and are published on The Supplier's website: <http://www.spectrumitc.com.au>;
5. Support may be provided via an Annual Support Agreement or on an adhoc basis. This will be indicated by ticking the appropriate box on the application form;

SUPPORT

6. Telephone Support is limited to any support related issue that assists a business to operate normally and can be handled within a 15 minute time period and in the case of Annual Support Agreements, is covered in accordance with *Section 3 – Support Requirements*. We reserve the right to advise The Customer that an onsite call-out will be required for calls that exceed this time period;
7. Annual Support customers will be entitled to unlimited Telephone Support within Normal Support Hours for the duration of the agreement unless The Customer has also requested and paid for After Hours Support of which case, The Customer will be entitled to unlimited Telephone Support 24 x 7 x 364 days for the duration of the agreement;
8. In the case of Annual Support, Support is limited to a specific number of devices. The limits for each plan are as follows:
 - i) Essential - 7 Devices
 - ii) Essential Plus - 15 Devices
 - iii) Essential Premium Plus - 25 DevicesAdditional devices will be supported as per the terms define herein however, a further \$55 will be charged for each device over these limits;
9. Telephone Support is offered in good faith by The Supplier, which shall not be held responsible for any actions, consequences or results experienced by the user as a result of the Telephone Support offered;
10. Should it be deemed necessary during any support call for a technician to liase with a third party about a particular problem including, but not limited to, an issue relating to a third party application, whether this be via e-mail, telephone, or mail, additional charges will apply. The technician will advise you of any additional charges, if they are deemed necessary, before they are incurred. In addition, The Supplier shall not be held responsible for any actions, consequences or results experienced by the user as a result of passing on any third party advice;
11. When The Customer signs up for Annual Support:
 - i) The Customer will receive up to 3 hours of included Support, depending on what plan is chosen which shall be used by The Supplier to assess (and map) the current system architecture of The Customer in order to provide the best support possible. It is not intended as free support;
 - ii) The Customer will also be permitted to prepay, at the time of signing this agreement only, up to a maximum of 5 hours Support at a discounted rate ("Prepaid Rate"), which can be used by the Customer at any time during the 12 month period;
 - iii) Once the free hours and prepaid hours have been used, the Customer will then pay, whilst the agreement is still current, a discounted rate ("Discounted Rate") for all other General Support work that is required whilst the agreement is current - Both the Prepaid Rate and the Discounted Rate are defined in *Section 4a Pricing (Annual Support)* in this agreement and are published on The Supplier's website. The Discounted Rate does not apply to any product / stock item purchase such as computer hardware, labels, etc;
12. Modem support can assist in reducing the cost of Onsite Support if required by reducing the cost of travel. Modem support can be provided at the request of the client whereby the client pays for and makes available [PC Anywhere™], (or equivalent software application) for both them selves and for The Supplier and makes available the necessary PC or PC's for any work required. The Customer must also have a compliant telephone modem, ADSL modem, or cable modem to facilitate the connection;
13. To reduce Onsite Costs, The Supplier offers Remote Site Monitoring ("Remote Site Monitoring") as an optional support component. Remote Site Monitoring allows us to remotely connect to a designated computer by an agreed method, at an agreed time/times, to carry out any agreed duties, which may relate to any Support related issue. Where ongoing Remote Site Monitoring is required, any charges associated will be charged to The Customer monthly in advance. One off connections will be charged as per The Supplier's normal trading terms;
14. Where Remote Site Monitoring / Modem support is to be conducted through a VPN (Virtual Private Network) connection, The Supplier reserves the right to charge an additional set up fee ("Setup Fee") in addition to the ongoing monitoring costs. The exact cost would depend on exactly what is required by The Supplier's staff to set up the service. The additional charge would consist of the number of hours (minimum of two) required multiplied by our standard Onsite Support rate;

TRAVEL

15. In addition to the rates charged for Onsite Support, The Customer agrees to pay the Travel Rate as defined in our standard Support rates for travel between The Supplier's office and The Customer's office. For all onsite visits outside of Sydney NSW The Customer must pay The Supplier's expenses which may include but are not limited to travel and accommodation expenses;

SECURITY MONITORING

16. In the case of monitoring security installations, Remote Site Monitoring is limited to monitoring that an installed service is operating correctly ("Normal Parameters") as it was intended by and installed by us. If the system is found not to be functioning within normal parameters, a support technician will notify the designated person (as listed on the support agreement) via telephone, or, if the designated person is unavailable, the technician will leave a message at the default telephone number defined in this support agreement;
17. Where The Supplier has installed a security system at the premises of The Customer and where the system is being monitored by The Supplier, The Customer agrees that The Supplier is not responsible for security at the premises. The Customer also agrees that The Supplier is not a security monitoring company and does not or has not represented itself to be one;

HARDWARE

18. This support agreement is limited to the diagnosing of faulty hardware only, even if the faulty hardware is covered by a manufacturers' warranty or any other warranty offered in addition to the manufacturers warranty. The repair or replacement of any failed hardware component will need to be quoted by the technician either as part of the support call or at a later time, depending on the hardware component in question except where the hardware component is covered under warranty as per clause 20;
19. In the event that goods are delivered to the client prior to The Supplier receiving payment, title to the goods shall remain with The Supplier and shall not pass to the Customer until payment in full has been received by The Supplier;

WARRANTY

20. All hardware sold in conjunction with this agreement is covered by a "Return to Base" manufacturers warranty;
21. In the event that The Supplier is responsible for building a system from multiple components of one or more manufacturers, then The Supplier will provide an additional seven (7) day "labour only" warranty in conjunction with the manufacturers hardware warranty;
22. All warranty claims must be made in writing and must be received by The Supplier within 7 days of the problem being known;

PAYMENT TERMS

23. Payment for Support must be made at the time the service is provided except where suitable credit arrangements have been made in advance or, in the case of Annual Support, payment for the entire Term, including any Prepaid Onsite Support, shall be made upon entry into this agreement;
24. Notwithstanding the above, The Supplier, at its sole discretion, may grant to a Customer the privilege of paying by monthly instalments. In this case instalment details will be detailed in the Annual Support Monthly Instalment Plan Document;
25. Credit terms are subject to the completion of a credit agreement and will only be offered to approved customers. The Supplier reserves the right to refuse credit at its sole discretion. Where credit is given, trading terms are strictly 7 days from date of invoice or Support docket. The Supplier accepts payment via company cheque, direct deposit, or via credit card (Bankcard, Mastercard, and VISA only);
26. In the case of Annual Support, The Supplier reserves the right to deny Support if your Annual Support Agreement is not current. A renewal notice in the form of a tax invoice will be automatically generated and sent out 30 days prior to the expiration of your agreement. The invoice amount will equal to the cost of the same options (ie basic plan cost + Prepaid Hours) as charged for the current plan. For the plan to be renewed successfully, The Customer must at least renew the basic plan cost. It is not mandatory for the Prepaid Hours to be renewed;
27. Where an expired agreement is being renewed, funds must be paid and visible in our nominated bank account before any Support can be given;
28. In the case of Annual Support, a renewal discount ("Renewal Discount") of 10% will apply to any Annual Support agreement that is renewed within 7 days of the renewal notice invoice date;

EXPIRED AGREEMENTS

29. An annual support agreement will expire after 12 months from the date of this agreement. In the event of an expired Annual Support Agreement and the expired period is:
 - ii) Less than fourteen (14) days, the Support Agreement can be renewed without any penalty ("Grace Period") by paying the annual fee in full; or
 - iii) More than fourteen (14) days, the Support Agreement will be cancelled and any support used during the Grace Period will be billed out at our standard support rates as defined in *Section 4b Pricing (Ad-hoc Support)*;

TRAINING

30. Staff training is not covered under this support agreement. Training to meet the client's requirements can be provided, at the request of the client. Our standard training rates can be found on our website;

CONFIDENTIALITY

31. The Supplier agrees to keep confidential any information which it may learn or come into contact with in the course of carrying out any support for the Customer;

DUMMYSPIIT DOLLARS

32. DummySpIT Dollars is the term used by The Supplier to define its reward program ("DummySpIT Dollars"). DummySpIT Dollars are given out in the form of fake money where 1 DummySpIT Dollar is equal to AU\$1.00;
33. DummySpIT Dollars are used as a promotional tool only and are not redeemable for cash nor are they transferable to any other party;
34. DummySpIT Dollars can be used to offset the cost of labour only;
35. DummySpIT Dollars are valid as per the date defined on the DummySpIT Dollar itself or 12 months, whichever is the sooner;
36. The maximum discount that can be claimed in any one transaction through the redeeming of DummySpIT Dollars is \$330;

LIABILITY AND TERMINATION

37. The client's exclusive remedy against The Supplier for any breach or default under this contract (including any breach of warranty), any act or omission of The Supplier (including negligence), or any defect or deficiency in any goods and/or services ordered or delivered pursuant to this contract (including under strict liability in tort) shall be the annual support price paid by the Client to The Supplier;
38. All claims by the client against The Supplier shall be invalid unless made in writing within 30 days after the existence of such a claim becomes or reasonably should have become known to the client;
39. The Supplier will not be liable to The Customer or to any other person for direct or indirect, consequential, incidental or special damages, or loss of profits and The Customer, by entering into this agreement agrees with The Supplier that it shall indemnify and hold harmless The Supplier, its employees and agents in respect of any loss or damages, direct or indirect, including consequential damages, resulting from any support or training provided to the client hereunder, except for remedies provided under the Trade Practices Act and similar state legislation;
40. This agreement terminates upon the appointment of a receiver or administrator to The Customer or in the event that the Customer becomes bankrupt;
41. The Law governing this agreement shall be that of New South Wales.

I hereby confirm that the details entered on this form are true and correct as at the today's date.

Name: _____

Position: _____

Signed: _____

Date: _____

By signing this agreement, you agree to the above Terms and Conditions. Spectrum IT Consulting Pty Ltd reserves the right to update these Terms and Conditions from time to time. Terms and Conditions as well as our Support rates can be found on our website <http://www.spectrumitc.com.au>.