

## INFOSS IT SUPPORT TERMS AND CONDITIONS

This IT Support Agreement ("Agreement") is made and is effective from the signing and acceptance of the proposal you have been provided.

### 1. Duration of Agreement

This agreement is valid for six months and may be extended as required as long as all parties duly agree to the conditions of the extension.

### 2. Virus and Malware Protection

The client must take necessary precautions to prevent viruses and malware from being loaded onto any system. The minimum precaution is to scan any disk of unknown or questionable origin.

### 3. Problem Severity

Infoss determines the problem severity when calls are logged as per the following guidelines

- a. Priority 1: Issues impacting the entire business. Remote support and/or Onsite attendance to occur within 2 business hours. Target is within 1 business hour for remote support.
- b. Priority 2: Issues impacting the operations of a department. Remote support and/or onsite attendance to occur within 4 business hours. Target is within 2 business hours for remote support.
- c. Priority 3: Issues impacting a single user. Remote support within 4 business hours, onsite attendance next business day.

### 4. Hours of Service

Standard hours are between 8am and 5:30pm Monday to Friday. Outside these hours is for major impact (urgent) issues only. Billable work carried out outside normal hours will be billed at the agreed after hours rate.

### 5. If there is a disaster affecting the Client or Infoss's responsibilities, Infoss does not guarantee to continue to provide the agreed service. A 'disaster' is any event beyond the control of Infoss that totally or severely restricts Infoss's ability to provide the agreed services. Disasters include (but are not limited to) natural disasters, such as flood or earthquake, as well as damage to property or equipment because of civil unrest, terrorism or war.

### 6. Computer Monitoring and Management Packages

Server Monitoring and Management packages and Desktop Computer Management packages include only the services detailed as per each package. The following items are specifically excluded from all packages

- a. Training.
- b. Support for line of business applications.
- c. Support for any server or computer other than those specified.
- d. Support where an invoice is unpaid and overdue.
- e. Hardware
- f. Removal of viruses and malware

### 7. Consumables

Client agrees to pay Infoss for any consumables used carrying out services for the client.

### 8. Fees and Trading Terms

Client agrees to pay Infoss the fees as outlined in the proposal provided. All hardware and software purchases require payment on delivery. A deposit may be requested on purchases. All invoices for labour and desktop and server management are due 7 days from Invoice date unless a prior arrangement has been made with Infoss. Labour billed in 1/2 hour increments. Minimum 1 hour charge for onsite call outs. Urgent same day service may attract a surcharge. Travel time is billed for after hours call outs. All prices indicated on this page include GST. All work subject to our full standard terms and conditions. All fees outlined in this proposal are subject to an annual price review.

### 9. Standby Loan Hardware

If server hardware fails Infoss will generally have loan equipment that may be available for use while replacement equipment is ordered and delivered. If no suitable equipment is available for loan, Infoss will arrange rental equipment at the Clients expense if so desired.

### 10. Taxes

In addition to all other amounts due hereunder, the Client shall also pay to Infoss, or reimburse Infoss as appropriate, all amounts due for tax on the goods and services, excise taxes or other taxes which are measured directly by payments made by Client to Infoss. In no event shall the Client be obligated to pay any tax paid on the income of Infoss or paid for Infoss's privilege of doing business.

### 11. Limitation of Liability

Infoss shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Infoss was advised of the possibility of such losses in advance. Infoss accepts no responsibility for loss of data. In no event shall Infoss's liability hereunder exceed the amount of fees paid by the Client, regardless of whether Client's claim is based on contract, tort, strict liability, product liability or otherwise.

### 12. Notice

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by standard mail, certified mail, postage prepaid, or recognised overnight delivery services.

### 13. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the state of Western Australia.

### 14. No Assignment

Neither this Agreement nor any interest in this Agreement may be assigned by the Client without the prior express written approval of Infoss, which will not unreasonably be withheld.

### 15. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further agreement that is duly executed by both parties.

### 16. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

### 17. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.