

Terms and Conditions – Smart IT Pty Ltd

General Terms and Conditions: The following clauses are applicable to all orders, purchases of equipment and products, consultancy services for Customers including those on a Maintenance and Support Agreement with Smart IT Pty Ltd.

1. These **Terms and Conditions** are for all Customers commissioning Smart IT Pty Ltd to undertake consultancy services and/or provide products.
2. **Definition** of the term **Agreement** used throughout this document is referred to as an agreement and acknowledgement between Smart IT Pty Ltd (ABN 99 135 232 923) and the Customer. The **definition** of the term **Customer** used throughout this document is the party that commissions Smart IT Pty Ltd to provide such services or products as a supplier, and in the context of a Maintenance and Support Agreement, the Customer is the party who has agreed and signed the said Agreement and agrees to these Terms and Conditions in its entirety.
3. Any **purchase orders** cancelled will attract a 25% cancellation and restocking fee of the list price value of the hardware/software and systems of the purchase order cancelled. Delivery times as stated are valid at the time of the quotation and must be re-confirmed at the time of the order placement.
4. Smart IT Pty Ltd **quotes** are valid for a period of 7 days and all prices/conditions are subject to change.
5. All **prices** are ex-works (out of Brisbane location) Brisbane QLD, Australia and do not include any freight, handling, insurance, installation, power or data cable commissioning, power services, communication equipment and or training unless specifically stated within either a quotation or the invoice.
6. In most instances, Smart IT Pty Ltd provides a Quote detailing goods and services and upon acceptance by the Customer, it is to be signed as an acceptance of such order. An invoice will be generated to confirm your order, and is payable under the Terms and Conditions, or otherwise stated on the invoice. (Your company Purchase Order requires brief notable identifiable references to specifics relating to the quotation/submission, ie Quote No. and/or Description of items.) Smart IT Pty Ltd will only provide ALL orders upon receiving an official **Purchase Order Number and or signed Quotation form**, via email, fax, or hand-delivered.
7. All prices on Quotes and Invoices generated by Smart IT Pty Ltd, show both the ex GST amount and a GST inclusive amount. Payment must be received and funds cleared for all orders to be processed for equipment and products: - **100% on all hardware components and any software licenses, and 50% on services and/or consultancy fees**, with the balance strictly COD of works completed. All computers, servers, monitors, printers, networking devices and other hardware that is provided by Smart IT Pty Ltd **'MUST'** be installed by Smart IT Pty Ltd staff member and/or delegated engineer.
8. **All Invoices are to be paid by the specified due by date.**
9. **Overdue Invoices**, attract a finance fee of 10% per month for each month an amount is outstanding until the amount is paid in full. To help avoid any fees incurring on your account we encourage the Customer to utilise the **merchant card transaction facility** in place by paying with a debit or credit card. And for those who have regular ongoing monthly fees for services, we encourage our Customers to setup a **direct debit** transaction from your account on the due date of each month, to make payment directly to Smart IT Pty Ltd.
10. Acceptance of Quotations and payments received for Invoices, deem the Customer to have agreed to these **Terms and Conditions**, contained herein.
11. **Title and ownership** of goods remain in the name of Smart IT Pty Ltd until invoice(s) for those goods is/are paid in full and funds cleared and duly honoured. Smart IT Pty Ltd has the right to demand back equipment and goods if payment in full has not been met in accordance with these Terms and Conditions.
12. **Return Policy**:- All goods are return to base warranty in accordance with manufacturers' warranties, or as otherwise stated. Any goods delivered that are deemed D.O.A. (dead on arrival), it is the responsibility of the Customer to inform Smart IT Pty Ltd within 48 hours, and make suitable arrangements for return and exchange of these goods. Goods must be returned in their original condition and are subject to the warranty provided by the manufacturer.
13. Legal activities and processes will be taken by Smart IT Pty Ltd, in its sole discretion, if a Customer **fails to make any payment** due under these Terms and Conditions, and or fails to make good any wrongs caused by the Customer. Smart IT Pty Ltd has the right to refuse to make further supplies to the Customer, and/or terminate any further works or contact if the Customer fails to make any payments due to Smart IT Pty Ltd.
14. Smart IT Pty Ltd has the right to refuse to make further supplies to the Customer, and/or terminate any continued works or contact with the Customer if it deems it necessary to remove itself from **commercial dealings**.
15. **Software licenses** sold to Customers are strictly subject to the Terms and Conditions supplied by the relevant licence Agreement applicable to it by the software developer/product manufacturer. Customers must adhere and abide to the software license Agreements that are packaged with the software, and may be separately executable by the Customer. Software licenses are not returnable.
16. Customers acknowledge that Smart IT Pty Ltd is bound by **confidentiality Agreements** between their **suppliers**, and at no time disclosure of confidential information such as Agreements, contracts and purchasing quantities and amounts are given to any third party.
17. Smart IT Pty Ltd uses a specified **Remote Login Software** which allows Smart IT Pty Ltd to access remotely individual workstations and servers to undertake jobs required, and a **Web Based Job Ticketing System** to undertake support for each Customer. The remote support software is installed onto each workstation and server requiring maintenance and support and access is granted to the web-based ticketing system. This provides an affordable, and time efficient method to provide IT support. This is at a minimal cost to the Customer per workstation and server as the case may be, on a month by month basis, or annually.
18. The **Web Based Job Ticketing System** which allows communication to manage IT Support requests is the preferred **method of all IT support requests**. It is the responsibility of the Customer to ensure that the true and accurate description of the required tasks is logged into the system for the Smart IT Pty Ltd staff members to action. It is understood that **ALL** requests and enquiries regarding any issues to the network, hardware, workstations, or other devices and issues, are to be entered by relevant staff members of the Customer into this system for support requests. Smart IT Pty Ltd requests Customers to have in place a **policy and procedure for their personnel** to follow regarding this Job Ticketing System. It is expected that telephone calls and emails to Smart IT Pty Ltd staff will therefore be minimised and be limited to emergency issues only, or unrelated general 'support' issues by management only.
19. It is the Customer's responsibility to ensure **back-up and data protection systems** are in place to minimize the impact of any untoward circumstances of damage to equipment and data in all such events. Smart IT Pty Ltd recommends that business critical data is saved and backed up daily. Offsite data backup should also be undertaken at least once a day for data such as accounting files. It is also advantageous to do several backups during a business day of your accounting files in the event of the application failing and corrupting. Smart IT Pty Ltd is not responsible for third party software.
20. Smart IT Pty Ltd are not responsible for the cost of **any installation and commissioning of data and electrical cabling**, power protection required for a new installation or any repairs that may be required at a Customer site. These services are separately undertaken by contractors, either appointed by the Customer or sourced by Smart IT Pty Ltd. These works are defined within the Scope of Works within the quotation, and costs are borne by the Customer accordingly.
21. All **electrical cabling and data points** that are established prior to the commencement of installation by Smart IT Pty Ltd, are the responsibility of the Customer and any issues found by Smart IT Pty Ltd staff, that are relating to the electrical cabling and data points will be reported to the Customer.
22. Customers must **provide clean, suitable UPS protected** and regulated mains power and terrestrial data connection/network (if required) as well as a suitable earth point for lightning protection as required and/or requested by Smart IT Pty Ltd or its agents adjacent to the installation.
23. All equipment, particularly **servers are recommended to be maintained** in a constant clean, cool and minimal humidity environment, to help prevent undue damage and help to increase the life-span of same. Any costs involved due to damage caused by neglect of the Customer will be charged accordingly to the Customer to remedy the cause or replace equipment. It is the responsibility of the Customer, to ensure all due diligence is provided in maintaining the hardware and equipment installed.
24. Smart IT Pty Ltd will not be held responsible or liable, or be expected to provide support for any and all of the network components if and when a **Customer logs into the system** or network in any way and changes (accidentally or directly) any part of the configurations of the network or workstations or servers, that have been configured by Smart IT Pty Ltd.
25. Smart IT Pty Ltd will not be held responsible or liable, or be expected to provide support for any and all of the network components if a Customer appoints and allows a **third party access to the network**, and/or introduces new hardware or software and/or configurations. If in the event any network, hardware and or software, that has been added to the network or changed, by the Customer or a third party without prior knowledge and acceptance of Smart IT Pty Ltd, any costs associated with the remedy or repercussions of such problems or issues will be borne by the Customer.
26. Smart IT Pty Ltd **provides support and maintenance of the network components, server functions, hardware functionality and Microsoft operating systems and maintenance tools**. In the event that Smart IT Pty Ltd diagnoses or troubleshoots an issue that has arisen outside of Smart IT Pty Ltd's responsibility, such as programs/software applications installed that are not from Microsoft, Smart IT Pty Ltd will not be held responsible or liable, or be expected to provide support for **any third party software programs that the Customer has installed on any or all computers and servers**. (Examples are programs such as Quickbooks, MYOB, Adobe, and any other third party or purposely built software program that the Customer relies on to operate their business.) Support for any issues that arise from software programs is to be requested by the Customer to the appropriate Vendor of such programs. If in the event any network issues arise due to the failure of any programs that may cause disruption, hardware and or software conflicts, that result in any costs associated with the remedy or repercussions of such problems, these costs will be borne by the Customer. This also includes circumstances where a roll-out of new hardware and operating systems take place, such as server rebuilds or new servers are installed. It is expected that the Customer makes every effort to provide relevant software discs, licences if required and to ensure necessary support from these Vendors is provided to Smart IT Pty Ltd if and when required to assist in a smooth roll-out. Whilst every effort is made by Smart IT Pty Ltd to help with technical difficulties that software conflicts may cause, it is understood that technical assistance must be from the Vendors of the third party software. *Time taken for Smart IT Pty Ltd to confer with third party software vendors/developers to assist in remedying issues will be charged accordingly to the Customer.*
27. Smart IT Pty Ltd will not be held responsible or liable for any **disruptions to business, either monetary, physical or consequential** to any computer or server function, data or telephony communication devices, and network traffic that may arise from either a **natural disaster or other human error (including neighbouring tenants)**, Customer neglect, third party software failure, file corruption or conflict, or by a **third party business such as your ISP provider, or Telco provider**, or any other individual entity who is not part of Smart IT Pty Ltd. In the event, that Smart IT Pty Ltd is called to help diagnose problems that are caused by any of the above, an appropriate charge for time spent will be issued to you the Customer.
28. Smart IT Pty Ltd expects and advises the Customer to have in place an **Acceptable Usage Agreement**, or guidelines in their policy and procedures, for its employees and end-users of workstations on the network, regarding exercising **duty of care** when using their workstations, and/or accessing the web. The expectation is in both the prevention and the **protection against exposure to harmful data** to their network and/or workstations similar guidelines as part of their policies and procedures. This can be in any or all forms such as via web, internet, intranet, emails, websites of any kind including social media sites, USB ports, CD/DVD-ROM drives, portable drives

- or laptops. The expectation is the Customer also has installed and maintains appropriate licensed anti-virus software on all such devices with scheduled regular updates automated. Smart IT Pty Ltd will not be held responsible for any disruptions to business, either monetary, physical or consequential to any computer or server function, data or telephony communication and network traffic that may arise, and is not limited to all forms of origins such as, from viruses or any other malicious or intrusion executable files that have been introduced to the hardware and/or network, in any way, accidentally or directly, from downloads, programs, cookies from websites, executable files from websites, data sharing, opening of files from devices, or loading executable files onto any part of the network. Smart IT Pty Ltd is not responsible for the functionality of any anti-virus software program or device.
29. Fees are charged according to level of support required and whether it is business hours, after hours or emergency. Please see Fee Chart below.
 30. Travel Charges will apply when outside of 30kms/ and or 45 mins of travel time from Brisbane Metropolitan area. Travel charges for all support requests will be charged to the Customer at a cost of \$60.00 plus GST as a *Travel Fee Cost*. And if applicable all associated costs if located in regional/country or interstate areas will incur such associated travel costs to and from site from Smart IT Pty Ltd's Brisbane office, plus accommodation and other related expenses.
 31. Costs associated with CCTV quotations, come under a separate Minor Works Contract, as outlined in separate documentation provided with relevant Quotation and Scope of Works.
 32. Costs associated with all website development and social media, a payment of 50% is required upon acceptance of the Quotation, and a subsequent Invoice generated, prior to commencement of any work undertaken, with the balance owing paid prior to the site going live on the internet. See also separate Website Agreement Terms.
 33. If the Client requires Smart IT Pty Ltd to assist in the updating of the client's website ie any website administration needs, edits or image replacements, then this must be by way of instructions in writing, to Smart IT Pty Ltd by one delegated personnel member. These instructions need to be clearly set out in writing detailing relevant areas of the website that requires Smart IT Pty Ltd to perform relevant tasks, such as content to be added or removed or edited. No edits or removal of pages, content (text or images) will be done unless the Customer instructs Smart IT Pty Ltd to do so in writing. It is up to the Customer to request in writing to have old content removed. All text and images are to be supplied by the Customer to Smart IT Pty Ltd. Payments for all edits, additions and administrative tasks are to be paid C.O.D. of invoice supplied.
 34. It is understood that all websites, no matter what platform they are built on, or ISP they are hosted with, are open to the potential of being hacked. Whilst every effort is made by website developers and ISPs hosting the website, in the prevention of such malicious acts occurring, it isn't something that can be guaranteed from not occurring. All websites once they are open on the world-wide web known as the internet are potentially open to hackers worldwide. Therefore, Smart IT Pty Ltd will not be held responsible or liable for any direct or consequential damages if such an occurrence happens. To remedy the intrusion, whatever task that may result in, will be at a cost borne by the Customer.
 35. Periodical version upgrades of website platforms (approximately yearly) will incur additional charges to implement. (These upgrades albeit are optional, however are highly recommended due to the security risks and website stability. We recommend therefore they are implemented as they become available.)
 36. Hosting Fees, including and not limited to, website hosting and Hosted Exchange, are required to be paid in advance to the month of service provided, by the due date specified on the invoice. Smart IT Pty Ltd, at its sole discretion, may disconnect these services if payment is not made by the Customer within 3 business days of due date.

Maintenance & Support Agreements – Additional Specified Terms and Conditions

1. The preceding General Terms and Conditions form part of the Smart IT Pty Ltd Maintenance and Support Agreement, and are applicable for all works that may not be under these Specified Terms and Conditions. The above General Terms and Conditions are to be read in conjunction with the following clauses as defined as being the more specific Terms and Conditions for Agreements. Some clauses above are purposely duplicated below.
2. Definition of the term Agreement used throughout this section of the document is referred to as an agreement and acknowledgement between Smart IT Pty Ltd (ABN 99 135 232 923) and the Customer. The Agreement is referred to being the signed Support and Maintenance Agreement. The definition of the term Customer used throughout this document is the party that commissions Smart IT Pty Ltd to provide such services or products as a supplier, and in the context of an Agreement, the Customer is the party who has agreed and signed the said Agreement and agrees to these Terms and Conditions in its entirety.
3. All Smart IT Pty Ltd Maintenance and Support Agreements are required to undergo a general review after the initial 3 months of the commencement date. This is to re-assess any additional issues, or additions to the network that were not initially made aware of at the commencement of the Agreement, or additional servers or workstations that have been added or removed, since the commencement of the Agreement that now fall under the scope of support and maintenance. An agreed additional cost or reduction in cost will be added to the Agreement in writing.
4. All Support and Maintenance Agreement Customers are to be managed within the scope of this Agreement at a price specified by this Agreement and any changes to the Agreement must be provided to either party in writing and signed by a representative of both parties and provided on a company letterhead.
5. The support fee that we calculate in our proposals are based on the number of PCs, laptops and Servers defined in the agreement on a fee basis per machine. (The rates are not per hour based.) The rate per workstation or per server is set out in the Agreement. Additional workstations, laptops and servers may be added to the Agreement during its course, provided it is agreed upon in writing by Smart IT Pty Ltd and additionally charged with new rates payable under the same terms and conditions. The fee covers various levels of regular and scheduled maintenance as defined by the Agreement on each machine. Included in this fee, is an allotted amount of time per machine for IT support requests via the Job Ticketing System. This time allocation is accumulative for the Customer as a whole for each month within that month. The allotted time per Customer will be used for either logged Job Ticketing requests, phone and/or email support requests, and will also be used by Smart IT Pty Ltd staff for the time taken to address each issue, either remotely or onsite. This time allocation isn't accrueable and does not roll over to next month.
6. Any work that is required to be undertaken as additional hours, for IT Support or Maintenance, that fall outside the agreed allotted time allowance of accumulative hours per month for the Customer, will be charged accordingly. (See Fee Chart below.)
7. All Support and Maintenance Agreements are set in place for a minimum of 12 months. All invoicing is generated for one full month in advance of a whole month, ie an invoice is generated mid January for the month of February, and so on. If the commencement of an Agreement falls on a day part way through any given month, a pro-rata invoice will be given for the days that fall in the commencement month, with another invoice generated for the following month, and continues as a recurring cost for the term of the Agreement.
8. Monthly invoices MUST be paid by the due date on the invoice. Smart IT Pty Ltd has the right to refuse support to a Customer if the Customer's account is not paid in full by the 3rd business day following the payment due date. There are no exceptions. No work will be undertaken if payment is not received. Work will resume once payment is received as cleared funds into the designated Smart IT Pty Ltd bank account. Smart IT Pty Ltd reserves the right to refuse to attend to a support request if payment is not paid for the month of service this request falls in. A late fee will be charged to the Customer of 10% per month of all outstanding monies.
9. A Direct Debit from your nominated bank account can be set up for payments to be made automatically to Smart IT Pty Ltd. This is the preferred method of payment for each monthly invoice.
10. Smart IT Pty Ltd recommends on-site visits to help establish business to business relationships with all staff. This time also allows both parties to discuss at a face-to-face level, reports and other issues that require addressing and managing. It is encouraged that the Customer has a designated personnel / manager be appointed for all correspondence relating to issues and reports, to help manage the process on behalf of the Customer. It is requested that any known issues, are provided to the Smart IT Pty Ltd representative in advance, and prior to the visit as this helps the technician be prepared and equipped with any relevant tools necessary.
11. At the commencement of the Agreement, Smart IT Pty Ltd will also attempt to provide an SOE (Standard Operating Environment) document to the Customer to ensure that only authorised software is loaded onto the company computers and workstations. The Customer's management will need to provide a list of software applications that are required for the company to run for each workstation, and to also provide knowledge of software requirements, permissions and preferences to maintain same. i.e. permission levels, tool bars and Google settings, and whether or not users are permitted to have particular software on the network. This also assists Smart IT Pty Ltd when addressing support needs and troubleshooting. Each workstation will have a registry of what is loaded and general requirements for each user. However, maintenance and support of third party software applications/programs is not the responsibility of Smart IT Pty Ltd (see clause below).
12. Agreements are based on Business Hours (Monday to Friday 9.00am to 5.00pm), on a minimum of 12 months agreement. (Agreements can be tailored to Customer's need in the event that full support for 'extended hours' is also required, ie on a larger scale outside of normal Business Hours for the 12 months. This is to be negotiated upon prior to commencement of such an agreement.)
13. All Support and Maintenance Agreement Customers will be provided with the required Smart IT Pty Ltd software applications which include: the Smart IT Agent Centre, Remote Access Log In and the Web Based Job Ticketing System. These are loaded on each workstation and server as defined in the maintenance and support agreement, at an annual cost to the Customer as specified in this Agreement. (Permission levels to these systems may also be provided to the Customer upon request in the form of a written request.) These applications are removed at the end of such Agreement.
14. If the Customer chooses to hire from Smart IT Pty Ltd a Smart UTM device and have it installed on its premises, this device is to be maintained strictly by Smart IT Pty Ltd and remains the property of Smart IT Pty Ltd. The device is to be secured in a constant clean and cool environment at all times. Any costs associated with damage to the device will be charged to the Customer accordingly. The device is removed from the Customer's premises upon completion of the Agreement.
15. The Web Based Job Ticketing System which allows communication to manage IT Support requests is the preferred method of all IT support requests. It is the responsibility of the Customer to ensure that the true and accurate description of the required tasks is logged into the system for the Smart IT Pty Ltd staff members to action. It is understood that ALL requests and enquiries regarding any issues to the network, hardware, workstations, or other devices and issues, are to be entered by relevant staff members of the Customer into this system for support requests. Smart IT Pty Ltd requests Customers to have in place a policy and procedure for their personnel to follow regarding this Job Ticketing System. It is expected that telephone calls to Smart IT Pty Ltd staff will therefore be minimised and also be limited to emergency issues only, or unrelated general 'support' issues by management only.
16. It is understood that monthly reporting to the Customer is dependent upon this Job Ticketing System being utilised and maintained by both the Customer and Smart IT Pty Ltd thus providing detailed information that assists in monitoring issues. It is important that this record of reporting is upheld for both party's logs and reporting methods.
17. What is included in the Support and Maintenance Agreement, is standard routine maintenance of each hardware under the contract which is done periodically by the installed Smart IT Agent software and regularly by Smart IT Pty Ltd personnel, in accordance with minimum standards required to maintain such hardware. The work that is carried out is dependent on the report data that is generated by our diagnostic system tools on a regular basis. This data can also be provided in a summary format in the monthly reporting to the Customer. The number of allocated support time per machine, as defined in the Agreement are spent in addressing ticketing issues and/or handling emails that may arise, from time to time by either your personnel in relation to the various hardware and Windows systems applications in place, or by the automated alerts generated by the Smart IT Agent software that is installed. The Job Ticketing System generates a logged notification to Smart IT Pty Ltd, which assists in reporting the history of each job. On-site visits are scheduled at a time mutual and agreeable to both parties. Support also includes general

troubleshooting for servers, network administration ie user creation, passwords etc, patches and upgrades of server based applications, network configurations and application troubleshooting, security software installs if required, and maintaining the network. Levels determined by Smart IT Pty Ltd within the bounds of this Support and Maintenance Agreement are Level 1 and Level 2 support. (See Level Definition below.)

18. What is **excluded** in the Support and Maintenance Agreement is the cost of new hardware, software, licensing software and labour involved to undertake additional projects and tasks that do not fit into the scope of an ongoing support and maintenance role. These projects may include building of new servers, repairs to laptops, or developing websites for instance, and Level 3 support (See Fee Chart below.) Each request must be identified with Smart IT Pty Ltd and agreed upon in writing. A Quote detailing the description of the task or project or new hardware, software and licensing, labour and installation costs or programming for instance, will be provided by Smart IT Pty Ltd before commencement of such a project or task. Smart IT Pty Ltd endeavours to keep costs down for Support and Maintenance Agreement Customers. After Hours work is also excluded in the monthly cost for this Agreement, as does Emergency call outs, however, Smart IT Pty Ltd have a reduced cost per hour to cover these incidents if and when they are required for Customers on a Support and Maintenance Agreement. Occasionally work is required to be undertaken after hours while there is minimal staff logged onto the network for instance, and it is at the request and authority of the Customer to request such work to be performed by Smart IT Pty Ltd and therefore After Hours rates will be applied and charged for accordingly. These conditions are set out below in the following clauses. Note: Any work carried out that is identified by Smart IT Pty Ltd as being a breach to this Agreement, such as interferences and/or tampering of the network caused by the Customer or third party, that requires support to remedy the problems caused, will be charged back to the Customer accordingly.
19. Smart IT Pty Ltd provides support and maintenance of the network components, server functions, hardware functionality and Microsoft operating systems and maintenance tools. In the event that Smart IT Pty Ltd diagnoses or troubleshoots an issue that has arisen outside of Smart IT Pty Ltd's responsibility, such as issues with programs/software applications installed that are not from Microsoft, Smart IT Pty Ltd will not be held responsible or liable, or be expected to provide support for any **third party software programs that the Customer has installed on any or all computers and servers.** (Examples are programs such as Quickbooks, MYOB, Adobe, and any other third party or purposely built software program that the Customer relies on to operate their business.) Support for any issues that arise from software programs is to be requested by the Customer to the appropriate Vendor of such programs. If in the event any network issues arise due to the failure of any programs that may cause disruption, hardware and/or software conflicts, that result in any costs associated with the remedy or repercussions of such problems, these costs will be borne by the Customer. This also includes circumstances where a roll-out of new hardware and operating systems take place, such as server rebuilds or new servers are installed. It is expected that the Customer makes every effort to provide relevant software discs, licences if required and to ensure necessary support from these Vendors is provided to Smart IT Pty Ltd if and when required to assist in a smooth roll-out. Whilst every effort is made by Smart IT Pty Ltd to help with technical difficulties that software conflicts may cause, it is understood that technical assistance must be from the Vendors of the third party software. *Time taken for Smart IT Pty Ltd to confer with third party software vendors/developers to assist in remedying issues will be charged accordingly to the Customer.*
20. Smart IT Pty Ltd will not be held responsible or liable for any **disruptions to business, either monetary, physical or consequential** to any computer or server function, data or telephony communication devices, and network traffic that may arise from either a **natural disaster or other human error (including neighbouring tenants), Customer neglect, third party software failure, file corruption or conflict, or by a third party business such as your ISP provider, or Telco provider,** or any other individual entity who is not part of Smart IT Pty Ltd. In the event, that Smart IT Pty Ltd is called to help diagnose problems that are caused by any of the above, or assist in rectifying the problem or issue, an appropriate charge for time spent will be issued to you the Customer.
21. Smart IT Pty Ltd expects and advises the Customer to have in place an **Acceptable Usage Agreement**, or guidelines in their policy and procedures, for its employees and end-users of workstations on the network, regarding exercising **duty of care** when using their workstations, and/or accessing the web. The expectation is in both the prevention and the **protection against exposure to harmful data** to their network and/or workstations similar guidelines as part of their policies and procedures. This can be in any or all forms such as via web, internet, intranet, emails, websites of any kind including social media sites, USB ports, CD/DVD-ROM drives, portable drives or laptops. The expectation is the Customer also has installed and maintains appropriate **licensed anti-virus software** on all such devices with scheduled regular updates automated. Smart IT Pty Ltd will not be held responsible for any **disruptions to business, either monetary, physical or consequential** to any computer or server function, data or telephony communication and network traffic that may arise, and is not limited to all forms of origins such as, from viruses or any other malicious or intrusion executable files that have been introduced to the hardware and/or network, in any way, accidentally or directly, from downloads, programs, cookies from websites, executable files from websites, data sharing, opening of files from devices, or loading executable files onto any part of the network. Smart IT Pty Ltd is not responsible for the functionality of any anti-virus software program or device.
22. **Social media sites** and other interactive websites will be regarded as being permitted on all Customer networks unless the Customer's management has instructed in writing to Smart IT Pty Ltd to block certain site(s) to each computer terminal or the entire network. Smart IT Pty Ltd is not responsible for employees' access or actions on all or any social media sites. Smart IT Pty Ltd will not be held responsible for any disruptions either physical or consequential to any computer or server function, data or telephony communication and network traffic that may arise from viruses or any other malicious or intrusion executable files that have been introduced to the hardware and network, in any way, accidentally or directly, such as downloads, data sharing, opening of files from devices, or loading executable files onto any part of the network.
23. Smart IT Pty Ltd requests the Customer to **seek recommendations** by Smart IT Pty Ltd personnel, **before purchasing additional** workstations, printers, laptops, and software etc that will be added to the network. Smart IT Pty Ltd reminds Customers that in some instances versions of software on new hardware may conflict with current software and drivers that are currently installed and configured on various devices on the network and may cause disruptions. Therefore, it is important for the Customer to seek recommendations by Smart IT Pty Ltd of known or possible conflicts that may arise, prior to making purchases. Smart IT Pty Ltd offers highly competitive pricing for hardware and software.
24. Smart IT Pty Ltd will not be held responsible or liable, or be expected to provide support for any and all of the network components if a **Customer logs into the system** in any way and changes (accidentally or directly) any part of the configurations of the network or workstations or servers. It is expected, that at all times, the Customer hands over all maintenance needs to Smart IT Pty Ltd when under this Support and Maintenance Agreement. We remind Customers that it is beneficial for all maintenance and support to be handled by only qualified members of Smart IT Pty Ltd. If in the event the Customer does interfere or tampers with the system or network in any way (accidentally or directly), support costs required to remedy the consequences will be charged relevant to the hours that said work is undertaken and relevant to business critical emergency needs and will be charged to the Customer as costs outside of the Agreement. (See Fee Chart below.)
25. Smart IT Pty Ltd will not be held responsible or liable, or be expected to provide support for any and all of the network components if a **Customer appoints and allows a third party access (of any type) to the network, hardware or software and/or configurations,** without prior knowledge and acceptance in writing of same. If in the event any network, hardware and/or software, that has been added to the network or changed by the Customer or a third party without prior knowledge and acceptance in writing by Smart IT Pty Ltd, it *will be considered a breach* to this Agreement and Smart IT Pty Ltd has the right to terminate the Agreement immediately and the Customer is expected to pay in full all current invoices and a further **Early Termination Fee** of 50% of the balance of the remaining 12 months regardless of what day of the month this decision falls upon.
26. Smart IT Pty Ltd will not be held responsible or liable, or be expected to provide support, for any **hardware** that has been added to the network in any way, by the Customer or by a third party, without prior knowledge and acceptance in writing of same. This includes the introduction of laptops, portable devices and USB devices that are not under this Agreement. If in the event any hardware that has been added to the network by the Customer or a third party without prior knowledge and acceptance of Smart IT Pty Ltd, this action *may cause breach* to this Agreement and Smart IT Pty Ltd has the right to terminate the Agreement immediately and the Customer is expected to pay in full all current invoices and an **Early Termination Fee** of 50% of the balance of the remaining 12 months if termination of the Agreement occurs.
27. During the course of the Agreement in place, Smart IT Pty Ltd will not be held responsible or liable, or be expected to provide support, for any **third party software/programs** that has been *added* to the network in any way by the Customer or by a third party, without prior knowledge and acceptance in writing of same. If in the event any third party **software/programs** that has been added to the network by the Customer or by a third party without prior knowledge and acceptance of Smart IT Pty Ltd, this action *may cause breach* to this Agreement and Smart IT Pty Ltd has the right to terminate the Agreement immediately and the Customer is expected to pay in full all current invoices and an **Early Termination Fee** of 50% of the balance of the remaining 12 months if termination of the Agreement occurs.
28. Fees are charged according to level of support required and whether it is undertaken within business hours, after hours or emergency. Please see Fee Chart below.
29. Costs associated with any Servers, PCs or Laptops, **requiring rebuilds and installations are excluded in this Agreement;** this involves labour, hardware, software costs, cabling materials, third party costs (if required to perform specialised tasks, ie appointed subcontractors such as electricians and data cabling). These costs are not included in this Maintenance Agreement. All of these costs and expenditures will be invoiced directly to the Customer at the applicable rate. (See Fee Chart below.)
30. **Customers must provide clean, suitable UPS protected and regulated mains power** and terrestrial data connection/network (if required) as well as a suitable earth point for lightning protection as required and/or requested by Smart IT Pty Ltd or its agents adjacent to the installation.
31. It is the responsibility of the Customer to maintain all equipment in a suitable cool environment, particularly servers are to be **maintained in a constant clean, cool and minimal humidity environment,** to help prevent undue damage and help to increase the life-span of same. Server equipment must be maintained in a constant air-conditioned cooling environment of an absolute maximum of 24°C. However, it is recommended that an ambient temperature for servers and server racks is maintained at a constant temperature below 20°C. Any damage caused by neglect of the Customer not meeting this requirement, will be charged accordingly to the Customer for any repairs or remedies and all associated costs if any part of the network hardware fails due to neglect. It is the responsibility of the Customer, to ensure all due diligence is provided in maintaining the hardware and equipment installed. Smart IT Pty Ltd will not be held responsible for any disruptions either physical or consequential to any computer or server function, data or telephony communication and network traffic that may arise from this neglect.
32. It is the Customer's responsibility to ensure **back-up and data protection systems** are in place to minimize the impact of any untoward circumstances of damage to equipment and data in all such events, such as theft, flood, fire or any other form that causes a loss of data. Smart IT Pty Ltd recommends and advises all Customers to have their data backed-up on an off-site facility and scheduled backups are carried out daily.
33. Either party may **terminate the Support and Maintenance Agreement** with a 30 day written notification to the other party. In the event the Customer terminates the Agreement, payment of all outstanding monies is due by the Customer and an **Early Termination Fee** of 50% of the balance of the remaining 12 months will be applicable and chargeable to the Customer and payable by no later than the 30th day after notification of the termination of services. If in the event, Smart IT Pty Ltd determines to cancel the Agreement with the Customer, and provides 30 day written notification, this **Early Termination Fee** is waived however current costs for current month is fully payable and any other outstanding invoices are also required to be paid in full. In the event of this IT support agreement being terminated, it also allows Smart IT Pty Ltd time to prepare for an IT support handover to the newly appointed IT support company/person (appointed by the Customer) during the 30 day period.

FEE CHART

The following fee chart shows our hourly rates applicable to IT Support for both Ad-hoc support Customers and those on a signed IT Maintenance and Support Agreement. Rates listed under the column headed "Signed Agreement Rates" will only apply to Customers who have signed the IT Support and Maintenance Agreement. The Agreement will only take effect, and those rates applied, upon acceptance and signing of the said AGREEMENT. Until then, any work undertaken for a Customer, the Ad-hoc IT Support Hourly Fees will apply. Renewals of said Agreements must take place for the Signed Agreement Rates to continue.

Projects 'outside' the Brisbane Metropolitan area (to and from Brisbane) will incur all associated travel costs and accommodation expenses as applicable on top of the applicable hourly rate.

AD-HOC IT SUPPORT - HOURLY FEES (on an as needed hours basis) for Customers that <u>are not</u> on an IT Maintenance and Support Agreement	
<i>Minimum charge of 1 hour and for every hour thereafter at the same rate billed in 15 minute increments</i>	
IT Support – BUSINESS HOURS (Monday – Friday 9.00am to 5.00pm) (Excludes Public Holidays)	\$135.00 / hour plus GST - Level 1 Support (Standard/General) \$165.00 / hour plus GST - Level 2 Support (Networks, Servers etc) \$260.00 / hour plus GST - Level 3 Support (Engineering & Programming)
After Hours (defined as outside normal business hours Monday to Friday 9.00 – 5.00pm, and Public Holidays, Saturdays and Sundays) NB: a Flat Call Out Fee of \$60.00 plus GST also applies	\$195.00 / hour plus GST - Level 1 Support (Standard/General) \$220.00 / hour plus GST - Level 2 Support (Networks etc) \$ TBA - Level 3 Support (Engineering & Programming)
Emergency (anytime) NB: a Flat Call Out Fee of \$120.00 plus GST also applies and is in addition to these hourly fees.	\$280.00 / hour plus GST - Level 1 Support (Standard/General) \$330.00 / hour plus GST - Level 2 Support (Networks, Servers etc) \$ TBA - Level 3 Support (Engineering & Programming)
SIGNED AGREEMENT - HOURLY RATES: Additional hours if and when required	
Customers UNDER A SIGNED IT MAINTENANCE AND SUPPORT AGREEMENT (IT Support Agreement rates, plus project/installs rates).	
<i>Minimum charge of 1 hour and for every hour thereafter at the same rate billed in 15 minute increments</i>	
IT Support – BUSINESS HOURS (Monday – Friday 9.00am to 5.00pm) (Excludes Public Holidays)	\$120.00 / hour plus GST – Level 1 Support (Standard/General) \$155.00 / hour plus GST – Level 2 Support (Networks, Servers etc) \$230.00 / hour plus GST - Level 3 Support (Engineering & Programming)
After Hours (defined as outside normal business hours Monday to Friday 9.00 – 5.00pm, and Public Holidays, Saturdays and Sundays) NB: a Flat Call Out Fee of \$60.00 plus GST also applies	\$175.00 / hour plus GST - Level 1 Support (Standard/General) \$200.00 / hour plus GST - Level 2 Support (Networks, Servers etc) \$ TBA - Level 3 Support (Engineering & Programming)
Emergency (anytime) NB: a Flat Call Out Fee of \$120.00 plus GST also applies and is in addition to these hourly fees.	\$250.00 / hour plus GST - Level 1 Support (Standard/General) \$300/hour plus GST - Level 2 Support (Networks, Servers etc) \$ TBA - Level 3 Support (Engineering & Programming)

DEFINITION OF LEVELS *

Level 1 Support – is defined as *general IT* Support covering support such as installing printers, applications and software, problem diagnosis of workstations, laptops, peripheral hardware, and computer hardware cleaning, and basic maintenance of workstations and laptops, and any other issues Smart IT Pty Ltd deems to fall into this Level 1 support.

Level 2 Support – is defined as IT Support for *networks including Servers and workstations* on the network. Covers support such as network problem solving and/or troubleshooting, configurations, mapping, hosting issues, general email network 'Customer' issues, and any other issues Smart IT Pty Ltd deems to fall into this Level 2 support.

Level 3 Support – is defined as *engineering and or programming* skills required to undertake the scope of works that don't fall into Level 1 and Level 2 Support. These may include issues requiring programmers and engineers with a skill set specialising in coding and reconfiguring issues that are deemed to be outside of the scope of Level 2 Support. For example email Exchange Servers, SBS, DNS servers, SQL servers, proxy servers, terminal servers, WINS, DHCP, SMTP, Layer 1,2,3 switching including POE and VLAN and may include QOS configurations.

* It is at the discretion of Smart IT Pty Ltd what level each support task and/or job is undertaken and is deemed to fall under, and thus conveyed to the Customer. Smart IT Pty Ltd notifies the Customer of such decision as it is identified, and becomes evident.

(Above fees excludes hardware or electrician costs if required.)

NB: Emergency IT Support is defined as an immediate/business critical call out for any urgent work required when outside of the scope of the Support and Maintenance Agreement inclusions, or defined as an Emergency call out for ad-hoc customers. This may include addressing issues such as network failure or business critical issues such as loss of power. This rate is applied by determining the level of the Emergency at time of the request.

Confidentiality & Non Disclosure Agreement

Where Smart IT Pty Ltd is requested to and agrees to review, examine, inspect or obtain certain confidential information relating to the affairs of a Customer, only for the purpose described above, ie retrieved by data recovery methods, access to server data, email data, documentation, and any other data that is furnished by the Customer, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

BE IT KNOWN, that the Customer has or shall furnish to Smart IT Pty Ltd certain confidential information, and may further allow Smart IT Pty Ltd the right to view certain aspects of the business and/or interview appointed employees or representatives, on all of the following conditions:

- Smart IT Pty Ltd agrees to hold all confidential or proprietary information or trade secrets (Information) in trust and confidence and agrees that it shall be used only for the contemplated purpose as agreed upon between parties, and shall not be used for any other purpose or disclosed to any third parties.
- No copies will be made or retained of any written information supplied unless pursuant to the remote maintenance and onsite support activities.
- At the conclusion of our discussions, or upon demand by the Customer, all information, including written notes, photographs, memoranda, or notes taken by Smart IT Pty Ltd shall be returned to the Customer without delay. Alternatively this information and data may appropriately be destroyed upon the Customer's request.
- This information shall not be disclosed to any Smart IT Pty Ltd employee or consultant unless they agree to execute and be bound by the terms of this Agreement.
- It is understood that Smart IT Pty Ltd shall have no obligation with respect to any information held or shared within the Customer's information system, verbal information provided by staff of the Customer, and/or all known common knowledge information / generally known.

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NB: Smart IT Pty Ltd has the right to change these Terms and Conditions at any given time and will provide to the best of their ability notice thereof to all Customers if such occurrence takes place. These Terms and Conditions supersede all prior understandings, arrangements and Agreements.

This document in its entirety forms part of the IT Support and Maintenance Agreement as an Annexure 1.