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Service Agreement _____ Package

Client Name:

Mailing Address:

Name of Contact:

Telephone No:

Fax:

Email:

Site Addresses: 1.

Service Period:

From:

To:

1. I wish to use your _____ services.

2. I understand that the price of your services will be: _____ Per Week

3. The primary service technician assigned to my site(s) will be:

4. I understand that the Terms and Conditions of this Agreement are those which are set out on the attached pages to this document

Date of Agreement:

For and on behalf of Client:

Name:

Position:

Signature of authorized officer

For and on behalf of IT Angels:

Name:

Position:

Signature

Rates – Current April 2007 (All prices inc. GST)

| | Description | Email Support | Telephone Support | Onsite Support | Cost per Week |
|--------------------------------------|--|----------------------|--------------------------|-----------------------|--|
| Ad-Hoc Support | <p>Please feel free to use our services on an Ad-Hoc basis. Our hourly rates are substantially cheaper than our competitors*.</p> <p>*Contact us for any special arrangements.</p> | Ad-Hoc | Ad-Hoc | Ad-Hoc | <p>\$93.50 ph</p> <p>+ Travel charged @ \$93.50 ph</p> |
| Small Organization Safety Net | <p>The Small Organization Safety Net Package is designed to meet the IT support needs of smaller organisations with less than 10 users. This support takes the form of email and telephone support, and on-site support where necessary. Small organization safety net plans includes 4 hours per month of scheduled onsite maintenance.</p> | Unlimited | Unlimited* | 4 hours per Month | \$110 & \$275 Packages available. |
| Smart Saver Support 1 | <p>Smart Saver Support Packages are suitable for organizations with more than 10 users, or those who require regular administration of a network, server, website, etc. For around the same cost as hiring your own technician for one day per week, Smart Saver Support provides email, telephone and remote access support for the remainder of the week, as well as access to the combined technical knowledge of our network of technicians.</p> | Unlimited | Unlimited* | 8 hours per Week | <p>\$550</p> <p><10 Users</p> <p>\$660</p> <p>10-30 Users</p> |
| Smart Saver Support 2 | <p>As for Smart Saver Support 1, but with your technician onsite for 2 days per week.</p> | Unlimited | Unlimited* | 16 hours per Week | <p>\$1050</p> <p><10 Users</p> <p>\$1250</p> <p>10-30 Users</p> |
| Smart Saver Support 3 | <p>As for Smart Saver Support 2, but with your technician onsite for 3 days per week.</p> | Unlimited | Unlimited* | 24 hours per Week | \$1500 |

Terms and Conditions

1. Definitions

In this agreement unless otherwise indicated, the following terms shall mean:

“Email support” – response to email via email

“Phone support” – response to telephone call via telephone call

“Onsite IT audit” – an analysis of backup, security, hardware and software not exceeding 8 hours labour

“Support” – advice regarding, and where possible action regarding, Information Technology services, exclusive of hardware and software costs.

2. Email Support

2.1 Support Package clients may seek support via email as often as is necessary.

2.2 Email Support is available during normal working hours, i.e. 0900 until 1730 Monday to Friday, public holidays excepted.

2.3 Email queries received will get an initial response within 1 hour, during normal working hours.

2.4 Weekend support is limited, however a response within 24 hours is guaranteed.

3. Telephone Support*

3.1 Support package clients are entitled to a specified number of hours of telephone support as described in relevant plan.

3.2 Should clients exceed their allocation, additional hours will be billed at the rate of \$66 (Inc GST) per hour.

3.3 Unused telephone support time may, at the client's option, be credited towards onsite IT audit or carried over to the next quarter, provided that the client has renewed at the same level of support. Unused support time can only be carried over for one quarter, after this it expires.

3.4 Telephone response will usually be immediate, but in the event of telecommunication failure, a response is guaranteed within one hour of receipt of the client's request

4. Onsite Support

4.1 Support package clients are entitled to number of hours of onsite support per month as described in relevant plan, billed in 15-minute units.

4.2 Should the allocation of onsite support exceed allocated time, it will be billed at the rate of \$92.50 per hour.

4.3 Onsite support response is guaranteed within 4 hours of booking.

5. Terms

5.1 Package support costs, as described in the relevant plan, are payable monthly in advance.

5.2 If payment is made by credit card a monthly direct debit as per the relevant plan is accepted.

5.3 Minimum length of the service agreement is 3 months.

5.4 IT Angels reserves the right to suspend any work for non-payment of fees due and payable, and to claim damages for any monies outstanding more than 14 days.

5.5 IT Angels reserves the right to charge a fee of \$5 a day for storage of items that have not been collected within 14 calendar days of notification of completion of work

5.6 IT Angels reserves the right to include any excess banking charges (eg. Cheque dishonor charges) in the amount owed by the client.

5.7 IT Angels reserves the right to discontinue service to the client if any of the services are abused by that client, or the client is engaged in illegal activity.

5.8 Unused support hours will only be 'rolled over' for one quarter after the quarter they were allocated for.

6. Supported Platforms

6.1 IT Angels will support PC, Macintosh OS and Linux platforms.

6.2 IT Angels supports all Microsoft Operating System products. Most common Office applications may be supported.

6.3 IT Angels will communicate with the client in advance in every case and reserves the right to decline to support applications or systems outside the technician's expertise.

7. Warranties and Indemnities

7.1 Subject to any provisions which cannot be excluded by the *Trade Practices Act*, or any other law relating to the provision of goods and services, IT Angels shall not be liable, for damages in respect of any work done or services provided, and in the event that any rectification is required, such rectification shall be limited to:

- a. The cost of carrying out such works again (by IT Angels or a nominated agent), or
- b. A refund of the fees charged for the goods or services.

7.2 The client indemnifies IT Angels against any claims, suits, demands or actions arising out of its presence at the client's site, and agrees that IT Angels shall not be responsible for any damage beyond the reasonable control of IT Angels.

8. Law and Jurisdiction

8.1 This agreement shall be governed by the laws in force in the Australian Capital Territory, and the parties agree to submit to that jurisdiction, in the event of any dispute which cannot be settled by negotiation.