

## Service Pack | Product Terms

### 1. Our contract with you

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- 1.1. These Product Terms apply to the services ('Service Pack Services') provided by the Company ('us', 'we' or 'our') to the Customer ('you' or 'your') under the Brennan Order Form.
- 1.2. These Product Terms, together with:
  - 1.2.1. the Brennan Order Form referencing these Product Terms; and
  - 1.2.2. our Master Terms at <http://www.brennanit.com.au/terms-and-agreements> form the contract between us and you for the provision of Service Pack Services.
- 1.3. Any undefined capitalised terms used in these Product Terms have the same meaning as defined in the Master Terms.

### 2. Definitions

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'Hourly Rate' means the hourly rate we charge for services, exclusive of GST;

'Service(s)' these are the Service Pack Services referred to in these Product Terms;

'Support Hours' mean service hours acquired for the provision of Service Pack Services

### 3. Service Pack Services

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- 3.1. We will provide the Service Pack Services set out in the Service Description;
- 3.2. Services provided under these Product Terms may be delivered remotely, where our technical requirements are met, otherwise, we will provide onsite services, which will incur, travel time and be deducted from your Service Pack Account balance in accordance with the billing structure detailed in these Product Terms.

### 4. Term

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- 4.1. Support Hours are available for a period of 12 months from the date of purchase, after this time they expire and may no longer be used.

### 5. Fees

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- 5.1. Service Pack Services must be pre-paid, upon issue of an invoice. On receipt of payment, the support hours purchased will be added to your Service Pack Account.
- 5.2. When you have 5 support hours or less remaining in the number of support hours purchased for Service Pack Services, we will, unless you advise us in writing otherwise, automatically (reorder) replenish the support hours balance by invoicing you for the equivalent support hours acquired at the most recent date of purchase.

### 6. Service Conditions

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- 6.1. Support Hours will be deducted from your Service Pack Account in accordance with the Billing Structure detailed in these Product Terms.
- 6.2. You must monitor the running balance of your Service Pack Account, using the tools we provide you. You agree that the support hours deducted are correct, unless these are disputed by you in writing within 14 days of the support hours being deducted from your account.
- 6.3. Any unused support hours on the Service pack account expire 12 months after the purchase date. These support hours can be reinstated within 3 months of expiry by deducting a minimum of 10% of the remaining support hours or 5 support hours, whichever is the greater, as an administration fee for the reinstatement of the unused Service Pack hours.
- 6.4. For the purpose of these Product Terms "Service Pack Account" means your account with us, which records a running balance of the number of support hours you have remaining for Service Pack Services.

### 7. Termination or Suspension

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- 7.1. In addition to other rights of termination or suspension:
  - 7.1.1. Should your Service Pack Account record a negative number of support hours (where you have requested in writing that we do not exercise our rights under

clause 5.2 of these Product Terms), we may suspend the provision of Service Pack Services to you, pending the purchase of more Service Pack Services.

- 7.1.2. We may terminate or suspend the provision of Service Pack Services at our discretion, but where we do we may at our discretion refund the amount of hours in credit on the Service Pack Account by deducting a minimum of 10% of the remaining hours or 5 hours, whichever is the greater, as an administration fee for the refund.

## **8. Optional Recurring Services (IT Support Service Pack ONLY)**

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- 8.1. Backup Monitoring;
  - 8.1.1. Backups must be monitored for a minimum of one month, with a one month notification period to remove any server.
  - 8.1.2. Backup configuration, inclusion or exclusion of data (backup selections) is not part of the setup or monitoring.
- 8.2. Scheduled Onsite Services;
  - 8.2.1. Change of scheduling requirements or hours requires one month notice and is for a minimum one month (excluding notice period).
- 8.3. Regular Server Patching;
  - 8.3.1. Additions and removals to the number of servers assessed is at the written request of the client and only incurs billing when work is undertaken.
  - 8.3.2. Any items of a critical nature are actioned immediately if detected during installation. (critical issues would be expected to have severe impact to some or all of the network if not attended within 24 hours ) Non critical issues are not actioned without the authorisation of the client and will be raised as to the client contact for approval.
  - 8.3.3. Regular Server Patching are initiated for a minimum of one month per server, with a one month notification period.
- 8.4. Regular Server Assessments;
  - 8.4.1. Additions and removals to the number of servers assessed is at the written request of the client. Billing will commence when work is undertaken.
  - 8.4.2. Any items of a critical nature are actioned immediately. (Critical issues would be expected to have severe impact to some or all of the network if not attended within 24 hours). Non critical issues are not actioned without the authorisation of the client and will be raised as to the client contact for approval.
  - 8.4.3. Regular Server Assessments are initiated for a minimum of one month per server, with a one month notification period.
- 8.5. Vulnerability Scans;
  - 8.5.1. Change of scheduling requirements or hours requires one month notice.