

PRE PAID SUPPORT AGREEMENT

Customer:

Date:

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THE AGREEMENT

clickTECH agrees to provide _____ with technical support for the computer network on a regular basis and when called upon by _____, within the confines of the terms of this agreement. Should we be unable to attend due to an emergency or any other unavoidable circumstances, we will notify _____ in advance and reschedule the attendance time or provide a substitute technician.

Technical Support may comprise of preventative maintenance, remote administration, telephone support and on-site support as required. clickTECH will provide on a monthly basis, a working history of tasks undertaken by each technician and time spent, as validation of time usage by _____.

This Agreement shall take effect from - / - /2019.

SCOPE OF WORK

clickTECH will provide on-site support for the _____ computer network, on an "as required" basis. clickTECH may also be called upon for assistance in project and emergency work when deemed necessary.

Support work will include, and may not be limited to, service and repair of equipment, installation of software, configuring servers, routers and internet related hardware. Consulting may be required from time to time which may include researching new technology, providing reports and recommendations on technologies or programs, and resolving complex network problems.

Support will also include any preventative maintenance performed, such as checking backups, antivirus status, server updates and monitoring etc. All support work performed will be detailed in a monthly report to _____.

1. COVERAGE

The following sites are included in this agreement:

2. RESPONSE TIMES

clickTECH will use best endeavour to respond within the times set out below. The definition of response time refers to the time taken for a technician to begin working on the issue, either remotely or onsite from the time the request is logged with clickTECH. It does not in any way refer to the time take to resolve the problem. This agreement does not include an outside business hours on-call service. Work performed outside business hours will be by prior Agreement between _____ and clickTECH. Business Hours are as defined in Section 3. Rates.

Call Type	Equipment/Description	Response Time
Critical Failure	All users/workstations are rendered useless by server or network failure	Within 1 hour (excluding travel time)
Significant Failure	A failure of a portion of the workstations or printer or security breach.	Within 4 hours (excluding travel time)
Complex Problems	Server/network configuration, complex application problems.	Within 2-3 working days
Minor Faults	Faulty PC/printer components, software configuration issues affecting 1 workstation/user.	Within 2-3 working days

3. RATES

The agreed rates for pre paid support during normal business hours (8.30 to 5pm weekdays, excluding public holidays) are as follows:

- \$100.00 ex GST per hour for 300 Hours

After hours work must be arranged in advance and at a time mutually agreeable. This Agreement does not include the provision of an after-hours on-call service.

The agreed rates for support outside working hours are as follows:

- 5.30pm to 8.30am \$120.00 per hour
- Weekends \$160.00 per hour
- Public Holidays \$160.00 per hour

All time is charged at 15-minute increments. Travel time is charged at the same rate as the applicable technical rate.

These rates apply regardless of technician attending. If two technicians are required onsite, each will be charged out at the hourly rate. Consulting time will be chargeable.

4. ACCOUNTING

An invoice will be sent to _____ at the commencement of this contract. Payment of invoices is to be made within 30 days of the invoice date. clickTECH reserve the right to charge interest calculated in accordance with the *Penalty Interest Rates Act (Vic)* on overdue accounts. A report including copies of job sheets detailing work completed during the month will be supplied to _____ after the end of each month. Invoices will be issued whenever accrued hours fall below 30 hours.

5. GST

All prices quoted are exclusive of GST.

6. CONFIDENTIALITY AND PRIVACY

clickTECH agrees to abide by confidentiality policies set by _____ and provided in writing to clickTECH.

7. TERMINATION OF AGREEMENT

Either party holds the right to terminate this Agreement at any time, by notifying the other party in writing giving minimum of 14 days' notice of their intention. At the time of termination any balance/credit remaining may be refund to _____. Alternatively, both parties may agree that unfinished project work may be completed if this time will utilise any remaining credits/hours on the _____ account.

Termination will also be effective immediately if any part of the terms of "accounting" are found to have been breached by either party.

Consumption

Prepaid hours must be consumed within the Agreement period. If after this period, the hours have not been used, and _____ has indicated no intention, termination of this Agreement will become effective immediately on due date. Any remaining credits at this time will not be refundable or exchangeable.

8. PENALTIES

Upon the final consumption of a contract:

- Should _____ fail to pay the contract invoice issued by clickTECH within 30 days clickTECH reserve the right to charge interest calculated in accordance with the *Penalty Interest Rates Act (Vic)*.
- Should _____ fail to pre-pay the next contract invoice issued by clickTECH, but continues to request support from clickTECH, clickTECH will interpret this action as termination of this Agreement and _____ will be charged from this point at the hourly rate of \$120.
- _____ has 30 days in which to pay the next contract invoice before the above term comes into effect.

Response to request for service by _____:

- Should clickTECH fail to respond to a priority call out by _____ within the time frames set out in "Response Times", _____ will received the first chargeable hour for that call out free.
- Penalties shall not apply to clickTECH for the time taken to resolve a problem.

9. LIABILITES AND LIMITATIONS

clickTECH shall not be held responsible for nay loss or damage resulting from:

- The failure of hardware and/or software not supplied and/or installed by clickTECH.
- The actions of _____ staff in relation to the computer system unless acting on a direct request by clickTECH staff.
- _____ not following the recommendations of clickTECH in relation to the computer network.
- Requests by _____ to conduct work on equipment /software that is covered by a support contract with another organisation.
- clickTECH will not be held responsible for the limitations of software and/or hardware, if it has been guaranteed by the manufacturer to function with the existing computer network for the purpose it was purchased.
- Any costs associated with the re-commissioning of any computer related hardware, if this work has been made necessary due to negligence by any other party.
- Any delays beyond the control of clickTECH.
- Any economic loss by reason of failure of technicians to attend the site, hardware of software supplies, or down time in attending to the problem, or for any other reason.

DECLARATION

_____ and clickTECH hereby declare that they have read and understood the terms of this Agreement and by signing this document agree to accept all of the terms of this Agreement. All aspects of this Agreement will be effective from the date of signing until either party terminates the Agreement.

In signing this document _____ ensure that all IT managers and staff are aware of this Agreement and have been notified.

Signed for

clickTECH Australia

Signature: _____

Name: _____

Position: _____

Date: _____

Signed for

Signature: _____

Name: _____

Position: _____

Date: _____