

Specific Product Terms

Managed Services

Version 3.1

Dated: 1st May 2025

1. About these terms and conditions

1.1. These Specific Product Terms

- a. This document is known as ‘Specific Product Terms’ [SPT], and states the specific terms and conditions under which VISITS agrees to supply the following Products and/or Services to the Customer, and upon which the Customer agrees to procure those Products and/or Services from VISITS
- b. The Products and/or Services to which these Specific Product Terms apply include:
 - i. Managed Services
 - ii. Tailored Managed Services
- c. These Specific Product Terms form part of the Agreement with the Customer and should be read in conjunction with the other documents which form part of the Agreement including the MSGA and Dictionary available from our website (in the /documents folder) as well as any Statement of Work.
- d. The “Overview” box in each section is included solely to provide context for the subsequent clauses and DOES NOT form part of the agreement and is not to be used to interpret this agreement.

Services you have Purchased

Overview

We have a broad offering of products and services. The services you have purchased and the systems it covers will be listed in the Statement of Work.

2. Services you have Purchased

For services to be included within a Fixed Fee service:

- The Service Module must be listed in a signed Statement of Work; and
- If a feature of a Service Module is listed as “Optional”, the Module must be included in the Statement of Work; and
- The system/user/component must be listed in the Statement of Work under the “Applies To” column.

A system which is not listed in a Statement of Work is not covered, even if that system existed or was identified during the sales process. The client is responsible for checking the Statement of Work to ensure that all systems requiring support are listed.

If your support requirements or technology changes, we will provide a proposal to amend the included Service Modules or supported systems.

Service Modules

Overview

Technology changes constantly. We update and improve our Service Modules from time to time.

In most cases, these changes **add new features** which we often provide to you at no additional charge. In such cases, we will let you know of the new benefits. To avoid delays in providing the benefits, no notice is required.

In rare circumstances where we plan to retire a feature that you are currently using, we won't do so until the end of your agreement term (unless you agree otherwise). And we will give you plenty of notice so that you can properly assess the changes.

3. Service Modules

3.1. Changes to Service Modules.

- a. The Service Modules may be updated from time to time to keep them relevant for current technology and technology support possibilities, and to reflect new or changed VISITS support options.
- b. Where those updates provide you with **extra services**, the changes can be made by advising you of the change without any requirement to provide notice.
- c. Where those updates remove a service, but relate to a service that is not part of your current Statement of Work (ie: a Service you are not currently purchasing), no notice is required.
- d. Should those updates remove services that form part of your current Statement of Work, the changes will not take effect until the earlier of:
 - i. The end of your current Term (Initial Term or any Extension Term), or
 - ii. An earlier date agreed by both parties in writing.
- e. In the case of 3.1.d.i, VISITS must provide written notice of the proposed changes at least one month prior to the Client's obligation to provide notice under Clause 5.4.a.i.

Pricing

Overview

Pricing together with any applicable discounts are outlined in the Statement of Work.

Fees are indexed annually on the 1st of July to help align them to wages costs. This doesn't happen in the first year however, to ensure you get *at least* 12 months without any increase.

4. Pricing

4.1. Pricing

- a. Fixed Fees are outlined in the Statement of Work.

4.2. Discounts

- a. Discounts listed in the Statement of Work will apply to the Initial Term. The Discount will automatically cease at the end of the Initial Term.
- b. Where we have stated that a **discount** will be applied to your pricing for Direct Debit: Direct Debit Discounts will apply to both Initial Terms and Extension Terms. The Discount is applied to the monthly Fixed Fee (post any other discounts).

- c. Where we have stated that a **premium** will be applied when a Direct Debit is not in place:
The premium will be applied in any month where the Direct Debit is not active. If a Direct Debit is active but does not cover the entire monthly fee, the premium will be applied only to the non-Direct Debit component.

4.3. Billing

- a. Onboarding Fees are invoiced on signing of a Statement of Work or on acceptance of any new Service Modules and are payable prior to commencement of Onboarding Services unless otherwise agreed.
- b. Fixed Fees are Direct Debited in advance (at the beginning of the period) on the Billing Date.
- c. A pro-rata fee may apply to the first monthly payment where relevant.
- d. If a Direct Debit arrangement is not established or is cancelled by the Client, the Direct Debit Discount will no longer apply. Invoices will be issued on or around the beginning of the period.

4.4. Variation to Fees

- a. VISITS indexes (increases) fixed fees annually by 4% on the 1st day of July each calendar year.
 - i. These increases apply in both Initial and Extension Terms.
 - ii. The increase *does not* apply in the first 12 months of the Initial Term.
- b. At the end of the Initial Term or any Extension Term, we may amend the fees on provision of at least 3 months' notice.

Term and Termination

Overview

Our services have an Initial Term and then renew for an Extension Term, giving you certainty of ongoing support until a new agreement is negotiated or either party decides to end the service.

You have a right to terminate the services for both cause and no-cause.

We have a right to suspend or terminate services in certain scenarios, but will give you notice and an opportunity to rectify the issues before taking any action.

5. Term and Termination

5.1. Commencement

- a. The Initial Term commences on the Service Start Date.

5.2. Term

- a. Unless otherwise specified in a Statement of Work, the terms shown in the table below apply to Service Modules

Service Module	Initial Term	Extension Term	Minimum Notice Period
Managed Modern Workplace Managed Security	36 months	6 months	3 months
Managed Infrastructure Tailored Managed Services	36 months or sooner if the technology is retired	6 months or sooner if the technology is retired	3 months

5.3. Our right to suspend or terminate

- a. We can suspend, restrict or terminate the provision of a Service Module if:
 - i. You are in material breach of the terms of the Service Module and other alternative remedies would be insufficient to mitigate the breach.
 - ii. There is a force majeure event which prevents us from providing the Service Module.

- b. We can suspend or restrict the provision of any/all Service Modules if:
 - i. You have failed to pay any undisputed fees for any Service Module in accordance with the applicable payment terms.
- c. In all cases, we will advise you in writing of any breach and give you a reasonable opportunity to rectify that breach or agree to other remedies rather than suspending, restricting or terminating the Service Module. Any suspension or restriction (but not termination) will cease immediately (or if works are required to reinstate services, at the earliest possible time) on you rectifying the relevant breach.
- d. We may terminate a Service Module at the end of the Initial Term or any Extension Term by giving you written notice of the proposed changes at least one month prior to the Client's obligation to provide notice under Clause 5.4.a.i.

5.4. Your right to terminate

- a. Without limiting your other termination rights including under the MSGA, you may terminate a Service Module without Cause:
 - i. At the end of the Initial Term or any Extension Term by giving us at least the Minimum Notice Period by written notice. The Service Module will then terminate at the end of the term or such later date as you have advised.
 - ii. At any time during the Initial Term or any Extension Term by giving us at least the Minimum Notice Period by written notice and payment of the Early Termination Payment as outlined in 5.4.c.
- b. Without limiting your other termination rights including under the MSGA, you may terminate a Service Module for Cause:
 - i. If we are in material breach of the Service Module and other alternative remedies would be insufficient to mitigate the breach. In all cases, you will advise us in writing of any breach and give us a reasonable opportunity of not less than 30 days to rectify that breach or agree to other remedies rather than terminating the Service Module.
- c. The **Early Termination Payment** for Service Modules is calculated as follows:
 - i. A percentage of the (non-discounted) Remaining Contract Value as specified in the table below, plus
 - ii. Any remaining instalments of onboarding or project fees (where applicable).

Service Module	Early Termination Payment (% of non-discounted Remaining Contract Value)
Managed Modern Workplace Tailored Managed Services	30%
Managed Security	30%
Managed Infrastructure	20%

5.5. Minimum Spend

- a. Unless otherwise stated in a Statement of Work, the Minimum Spend is 50% of the Fixed Fee listed in the initial Managed Services Agreement. The Minimum Spend will apply where monthly charges fall below the Minimum Spend due to cancellation of specific Service Modules and/or reductions in the number of End Users.

Billing Quantities – End Users

Overview

Many of our Managed Services and Managed Solutions are quoted based on the number of “End Users” we are supporting. The calculation of this quantity is defined below. For efficient and timely invoicing, we issue invoices based on the calculated quantity of end-users on the billing date. We make the list of names available to you for checking.

The volume of labour needed to provide our services is not purely dependent on quantities. There can be considerable fixed effort irrespective of size. Therefore, significant changes in the number of end-users may make the per-user pricing inaccurate, and if this happens, we may amend our per-user pricing slightly.

6. Quantities based on End Users

6.1. End Users

- a. The quantity of End-Users is calculated as follows:
 - i. Included in the number of End-Users:
 - (a) Any person who is currently involved in the operation or management of your business, who consumes any IT services provided by your business. This will include employees, contractors, part-time staff and staff who are on leave who have active user accounts on your IT systems.
- b. The following user accounts are excluded from the End-User count:
 - i. Service accounts for VISITS and other vendors.
 - ii. Active user accounts belonging to former staff/contractors.
 - iii. Non-Executive Directors who are not involved in the operation or daily management of your business.

6.2. Unique Circumstances

- a. If your organisation has unique employment arrangements (for example, staff who only use mobile devices and email), this will be factored into the per-person pricing and details of the arrangement will be noted in the Services Agreement. All staff will be included in the End-User count. If the mix of staff changes, pricing will be adjusted accordingly.
- b. If you need management of user accounts or other services for non-staff (including volunteers and students), a Tailored Managed Service will be added to the agreement.

6.3. Determination of Staff Count

- a. VISITS determines the number of End-Users based on reports from various electronic systems, such as user account systems. We will make a current list of staff members included in the count available to you on hubl or through other means.
- b. The number of end-users, calculated by VISITS on the Billing Date, will be used to calculate monthly charges.

6.4. Discrepancies in End User Quantity

- a. If you believe there is an error in the End Users quantity:
 - i. If the monthly fees were direct debited, you must advise VISITS of the suspected error within 30 days of the direct debit. We will review the calculation of End Users and if an error has been made, will apply a credit to your account within 14 days.
 - ii. If the monthly fees have yet to be paid, you must (a) advise VISITS of the suspected error before the due date and (b) pay the invoice based on the number of staff you believe to be accurate. VISITS will review the discrepancy and if an error has been made, will issue an amended invoice.
 - iii. In all events, retrospective adjustments to historical invoices are limited to the previous two months of invoices.

6.5. Pricing specified within an End-User Range

- a. The Services Agreement may note that per-user pricing applies to a specified range of end-users.
- b. If the quantity of end-users falls below the low end of this range:

- i. VISITS may increase the per-person cost.
- ii. Any increase must be limited so that the total payable by the client (current quantity x new rate) does not exceed the previous amount payable at the low end of the range (low-end quantity x original rate).
- c. If the quantity of end-users increases above the high end of this range:
 - i. VISITS may reduce the per-person cost.
- d. VISITS is not obligated to amend pricing when the quantity of end-users falls outside the original specified range. If VISITS chooses not to amend pricing, it may do so at a later date.

Billing Quantities – Per System

Overview

Some Managed Services and Managed Solutions, as well as most Subscriptions, might be quoted “per system”, “per license” or a similar description relating to the quantity of systems being supplied or supported. The quantity billed each month will be based on how many systems are being supplied or supported.

7. Quantities based on Systems

7.1. Quantity of Systems

- a. The quantity of systems is calculated based on:
 - i. Where we are supporting infrastructure owned by you, the quantity of systems we are supporting. These will be listed in the Services Agreement in the “Applies To” column.
 - ii. Where we are supplying the system (eg: licensing), the quantity of systems being supplied to you.

Onboarding

Overview

We’re happy to expand our services to encompass additional technology, but before doing so, we need to understand the nature and extent of support we need to provide.

If others have installed or previously managed the technology, we expect it to be free from significant (undisclosed) faults and for passwords and access to the systems to be provided to our team.

If managing the technology creates additional work for our team, fees may need to be adjusted.

8. Onboarding

8.1. New systems not supported until approved

- a. Any system, technology or application which VISITS is not already managing must be approved by VISITS before it can be added to the support in a Service Module. This includes but is not limited to:
 - i. The initial onboarding of your systems when you first enter into a Service Module or when you add an additional Service Module to an existing agreement.
 - ii. Systems installed by other parties
 - iii. New software applications

- iv. Existing systems which were not previously included in the scope of a Service Module.
- b. Clause 8.1.a does not apply to additional quantities of existing supported technology where the quantity billed each month adjusts automatically (such as the addition of a computer where we already manage computers).

8.2. Additional fees may apply

- a. VISITS may quote and charge the following fees (which must be approved by the client in writing) to onboard a new system into a Service Module.
 - i. Once-off onboarding fee
 - ii. Once-off Professional Services fee for design / testing
 - iii. Monthly recurring fee for ongoing support

8.3. Expectation of quality

- a. Systems are expected to be free from significant error and fit-for-purpose before they can be added to a Service Module.
- b. If faults or issues are discovered during the onboarding process, at our sole discretion, we may:
 - i. Agree to the addition of that system into the Service Module:
 - (a) The issue will be documented in the Issues Register (or otherwise in writing).
 - (b) Any support we need to provide relating to the fault/issue will be charged at Hourly Rates until the fault/issue is removed from the Issues Register.
 - ii. Reject the addition of that system into the Service Module. Support will generally be available at Hourly Rates.

8.4. Credentials to be provided

- a. The Client must provide VISITS with any credential, access details or encryption keys needed for VISITS to be able to access and manage the Client's systems. In the absence of these details, work required to reset, reconfigure or reimage systems is billable.

Privileged Access

Overview

When we are managing technology on behalf of a client, we are happy to provide the client with Privileged (administrator) Access. To prevent issues with unplanned changes (we have strict change control procedures), we enter into an agreement for how those Privileged Accounts will be used.

9. Client rights to Privileged Access Right Accounts

9.1. Clients have a right to Privileged Access Right Accounts

- a. A Privileged Access Right (PAR) account enables the holder of that account to make changes to an IT environment.
- b. Subject to clauses 9.2, 9.3 and 9.4 the Client has a right to have a PAR account for any system owned by the Client or where the license is owned by the Client.

9.2. Requirements to sign a PAR Agreement

- a. Clients who wish to have PAR accounts issued to Client staff or other parties must sign a PAR Agreement and ensure that all people/parties who are given a PAR account have signed a PAR Agreement.

9.3. Responsibilities and Liabilities

- a. In addition to any terms and conditions listed in a PAR Agreement, the Client is responsible for any authorised or unauthorised changes, by authorised or unauthorised parties, made to a system using the issued PAR account.
- b. VISITS will charge Hourly Rate fees for all services VISITS provided in relation to or resulting from the Client or other parties having been issued a PAR account including but not limited to labour provided to respond to events/alerts generated on VISITS' monitoring systems, rectify incidents, reverse changes and re-audit or re-document systems.

9.4. PAR Accounts not always available

- a. PAR Accounts will not be made available to the Client for the following systems:
 - i. Systems where the vendor licensing prohibits VISITS from providing PAR accounts to a system.
 - ii. Systems where VISITS is the owner of the system or the owner of the license to the system.

Licenses needed for Support

Overview

To manage your technology, we may need a software license for each system. These are to be provided by the client.

10. Supplying VISITS with needed licenses

10.1. Licenses for Support Purposes

- a. The client must provide VISITS with a separate software licence / subscription with sufficient privileges for each system the client wishes VISITS to manage.

Excluded Products / Services

Overview

There are some products / services which are not included in our Service Module. Most are obvious but are still worth highlighting

11. Global Limitations and Exclusions

In addition to any limitations and exclusions listed in the MSGA, Statements of Work or these Specific Product Terms, the following services are excluded from any fixed-fee service or Service Module. Any services we provide in respect of these limitations and exclusions will be billed On-Demand (Hourly Rates).

Cyber Security Incidents

- All cybersecurity breaches, whether actual or suspected.

Damage

- All intentional or malicious damage caused by you, your staff or any other party, whether the damage be to physical equipment, software, data or configuration.
- Environmental damage including but not limited to fire, flood, water, heat, natural disaster, building/electrical damage.

Disaster Recovery & Technology Redundancy

- Recovery after any failure of a system onto a different platform due to the non-availability of the original platform.
- Recovery of complete systems (operating systems and applications) onto an existing platform, and/or
- Recovery of data (other than individual or a small number of files) from backup systems (or if backup systems do not exist or are not functional, by any other method), for any reason.
- Implementing workarounds during an Incident. (Incident Management aims to restore a failed system back to original service as quickly as possible, not to make emergency changes. You should implement appropriate redundant systems to minimise the risk of an Incident impacting your operations).

Issues

- Any support relating to a known Issue which has been on the Issues Register for more than 60 days.

Data Management

- Organisation (or re-organisation), transfer or deletion of your business data on any device or system.
- Backing up or restoring business or personal data from devices (computers, mobiles) prior to or after providing support.

Warranties

- Organising and/or managing warranty claims for equipment purchased through a retail outlet, and for which repair must be arranged through the retailer rather than the vendor directly.
- Implementing workarounds whilst awaiting warranty or non-warranty repair (with one exception being that we will setup a staff member on another existing computer whilst awaiting repair of a computer).

Vendor Support

- Support for any hardware, software or system for which you do not have a current vendor support or maintenance agreement which prevents us from accessing genuine drivers, firmware updates, patches or support services.
- Support for any system for which the vendor no longer offers updates or support.
- Support for any system that is not compatible (as identified by the system vendor) or does not meet the vendor's recommended minimum hardware and software specifications.

Other

- Parts, hardware, software or subscriptions (other than software/tools which are included in the scope of a Service Module)
- Packing, shipping or courier costs (including those relating to warranty repair).
- Fees charged by vendors in relation to obtaining support for your technology.
- Labour charged by other parties, except where VISITS has engaged the other party to provide an in-scope service.
- Physical mounting of equipment to walls/ceilings.
- Provision of loan equipment.
- Disposal of packaging material that comes with new equipment delivered to your site.

Definitions

12. Definitions

The following additional defined terms are used in this Specific Product Terms and/or in the Service Catalogue:

- **Applies To** means a description of systems, entities, people or quantities which are included in the support for a specified Service Module. Support for any system, entity or person not listed, or for quantities which exceed those listed, will be billed at Hourly Rates.
- **Approved Applications** or **Approved Software** means computer and/or mobile applications which have been approved by the Client and VISITS for installation in your environment, as documented on an Approved Applications list.
- **Billing Date** means the day on which monthly invoices are issued. The Billing Date will be the 1st of the month unless otherwise agreed.
- **Business Computer** means a computer which is controlled and operated by the Client and where all the following are true: (1) The computer has a VISITS (or VISITS approved) asset tag, (2) VISITS management software is installed on the computer, (3) the warranty for the computer is in the Client's name and (4) the user does not have local administrator rights.
- **Contract Year** (in relation to Managed Services) means a calendar year from the Service Start Date or from any anniversary of the Service Start Date (as the case may be).
- **Covered Systems** has the same meaning as **Applies To**.
- **Customised Service Module** means a non-standard Service Module customised to the client's requirements and detailed in the Managed Services Agreement.
- **Direct Debit Discount** means a percentage discount of the Fixed Fee which is provided to the customer where the Monthly Managed Services Fixed Fees are paid by Direct Debit at the beginning of the period.
- **Discount** means a percentage discount of the Fixed Fee, outlined in the Managed Services Agreement.
- **End User** means a person associated with the Client for which services are provided, calculated as described in clause 0.
- **Excluded** (or Excluded Services) means a service not included in the Fixed Fee of a Service Module. The service may be included in another Service Module. Otherwise, the service can be provided at Hourly Rates.
- **Fee Schedule** means a schedule of known fees charged for some services which are not included in a Service Module.
- **Fixed Component** means a fee which is fixed for the specified quantity or scope.

- **Fixed Fee** means fees which are not hourly rates. It applies to both Per-Person Component or Fixed Component fees.
- **Included** (or Included Services) means a service included in a Fixed Fee.
- **Maintenance Hours** means
 - Monday to Friday: 7pm – 7am (ie: overnight)
 - Saturday, Sunday and Public Holidays: Any time
- **Managed Computer** means a Business Computer or Partially Managed Computer.
- **Managed Services Agreement** means the Statement of Work specifically relating to the Managed Services VISITS agrees to provide to the Customer.
- **Module** has the same meaning as **Service Module**.
- **Named staff** means specific staff to which a service is made available.
- **Not Included** has the same meaning as Excluded.
- **Onboarding and Onboarding Services** means the services provided by VISITS to prepare for the provision of ongoing services.
- **Onboarding Fee** means the fee payable by the Customer for the Onboarding services.
- **PAR Agreement** means an agreement whereby VISITS agrees to provide a Privileged Access Right (PAR) account (otherwise known as an administrator account) to the Client or another party approved by the Client. The PAR Agreement outlines the responsibilities and liabilities of each party in relation to the authorised or unauthorised use of a PAR account.
- **Partially Managed Computer** means a computer which does not meet the definition of a Business Computer but where all the following are true: (1) The computer has a VISITS (or VISITS approved) asset tag and (2) VISITS management software is installed on the computer.
- **Per-Person Component** means a fee which is charged Per End User. This quantity is automatically adjusted each month for the number of end-users being supported.
- **Personal Application** means a software application not licensed in the Client name.
- **Priority 1, 2, 3, 4 or 5 Incident** means an incident with impact and severity as defined in clause **Error! Reference source not found.**
- **Services and Solutions Catalogue** means the document detailing the available managed services and solutions offered by VISITS, as well as Tailored Services and pre-packed Ad hoc Services.
- **Service Module** means a service as described in the Services and Solutions Catalogue.
- **Service Start Date** means the date on which recurring services commences (this date will correspond with the beginning of the billing period on your first monthly Managed Services invoice). The Service Start Date is likely to be after the date on which the agreement was signed and after the date onboarding commenced.
- **Tailored Managed Service means a Service Module which has been tailored to your business or technology needs.**
- **Unmanaged Computer** is any computer which does not meet the definition of a Business Computer or Partially Managed Computer.