

Specific Product Terms Managed Services

Version 3.0

Dated: 5th June 2023

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, as outlined in the Managed Services Agreement.
- 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 at <https://visits.com.au/documents> as well as any Statement of Work.

1.2. Definitions

The following additional defined terms are used in this Specific Product Terms:

- **Applies To** means a description of systems, entities, people or quantities which are included in the support for a specified Service Package. 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 Package** means a non-standard Service Package 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 Service Schedule.
- **End User** means a person associated with the Client for which services are provided, calculated as described in clause 6.
- **Excluded** (or Excluded Services) means a service not included in the Fixed Fee of a Service Package. The service may be included in another Service Package. 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 Package.
- **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 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 Package**.
- **Monthly Time Limit** means a monthly limit on the amount of labour included in a Service Package.
- **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.
- **Priority 1, 2, 3, 4 or 5 Incident** means an incident with impact and severity as defined in clause 9.3.
- **Service Catalogue** means the document detailing the available Service Packages.
- **Service Package** means a module of services with specific inclusions, limitations and exclusions. Details of each Service Package can be found in the Service 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.
- **Unmanaged Computer** is any computer which does not meet the definition of a Business Computer or Partially Managed Computer.

2. Services included in your Managed Services Agreement

For services to be included within the Fixed-Fee Managed Services:

- The Service Package must be selected in the Managed Services Agreement
That is, the Service Package is ticked in the “Selected Packages” column.
- The system/user/component must be listed in the Managed Services Agreement under the “Applies To” column.

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

3. Service Packages

3.1. Changes to Service Packages.

- a. The Service Packages 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** (or alter services that you are not currently purchasing from VISITS), the changes can be made by advising you of the change without any requirement to provide notice.
- c. Should those updates *remove services*, the changes will not take effect until the end of your current Term (Initial Term or any Extension Term) unless otherwise agreed by both parties, and must be notified at least 60 days prior to the end of your Current Term unless otherwise agreed.

4. Pricing

4.1. Pricing

- a. Fixed Fees are outlined in the Managed Services Agreement.

4.2. Discounts

- a. The Discount listed in the Managed Services Agreement will apply to the Initial Term. The Discount will automatically cease at the end of the Initial Term.
- b. Direct Debit Discounts apply to both Initial Terms and Extension Terms. The Discount is applied to the monthly Fixed Fee (post any other discounts).

4.3. Billing

- a. Onboarding Fees are invoiced on signing of a Managed Services Agreement or on acceptance of any new Service Packages 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 60 days' notice.

4.5. 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 Packages and/or reductions in the number of End Users.

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 the Managed Services Agreement, the:
 - i. Initial Term is 36 months.
 - ii. Extension Term is 6 months.
 - iii. Minimum Notice Period is 3 months.

5.3. Our right to suspend or terminate

- a. We can suspend, restrict or cancel the provision of Managed Services if:
 - i. You are in material breach of any agreement and other alternative remedies would be insufficient to mitigate the breach.
 - ii. There is a force majeure event which prevents us from providing Managed Services.
 - iii. You have failed to pay any undisputed fees for the Managed Services in accordance with the applicable payment terms.
- b. 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 Managed Services Agreement. 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.

- c. We may terminate the Managed Services Agreement at the end of the Initial Term or any Extension Term by giving you at least 2 months' written notice.

5.4. Your right to terminate

- a. Without limiting your other termination rights including under the MSGA, you may terminate the Managed Services Agreement 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 Managed Services Agreement 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 providing 90 days' 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 the Managed Services Agreement for Cause:
 - i. If we are in material breach of the Managed Services Agreement 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 Managed Services Agreement.
- c. The **Early Termination Payment** for Managed Services is calculated as follows:
 - i. 30% of the (non-discounted) Remaining Contract Value,
 - ii. Plus any remaining instalments of the onboarding fee (where applicable).

6. Quantities

6.1. End User Numbers

- a. The number of End-Users for the purpose of calculating fees for Managed Services 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.
 - (b) 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.

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 Managed Services Agreement. All staff will be included in the End-User count.
- b. If this situation changes (eg: the mix of staff changes), pricing will be adjusted accordingly.

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 Staff Count

- a. If you believe there is an error in the End-User count:
 - 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.

7. Onboarding

7.1. New systems not included in Managed Services until approved

- a. Any system, technology or application which VISITS is not already managing under a Managed Services Agreement must be approved by VISITS before it can be added to a Managed Services Agreement. This includes but is not limited to:
 - i. The initial onboarding of your systems when you first enter into a Managed Services Agreement or when you add an additional Service Package to an existing Managed Services Agreement.
 - ii. Systems installed by other parties
 - iii. New software applications
 - iv. Existing systems which were not previously part of the scope of your Managed Services Agreement
- b. Clause 7.1.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).

7.2. 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 the Managed Services Agreement:
 - i. Once-off onboarding fee
 - ii. Once-off Professional Services fee for design / testing
 - iii. Monthly recurring fee for ongoing support

7.3. Expectation of quality

- a. Systems are expected to be free from significant error and fit-for-purpose before they can be added to a Managed Services Agreement.
- 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 Managed Services Agreement
 - (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 Managed Services Agreement. Support will generally be available at Hourly Rates.

8. Client rights to Privileged Access Right Accounts

8.1. 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 8.2, 8.3 and 8.4 the Client has a right to have a PAR account for any system VISITS manages.

8.2. 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.

8.3. 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.

8.4. 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. VISITS Managed Solutions.

9. Service Level Agreement

9.1. Modern SLA's based on Customer Experience

- a. We will invite your staff to participate in a post-ticket customer satisfaction survey based on a single-click Emoji reaction (sad, indifferent or happy)
- b. We guarantee positive "happy" reactions. Allowing for statistical inaccuracies relating to small sample sizes, the following SLA's apply:

Guaranteed percentage of smiley faces	When the % ticket survey completion rate is
95%	40% +
80%	10 – 39%
Sample size too small	Less than 10%

- c. If we fail to achieve the above SLA target in any calendar month, we will apply a credit to your account equal to a percentage of your recurring Managed Services fee in accordance with the following:

If we miss the target	Credit Applied (% of Monthly Managed Service Fee)
By up to 10%	2%
By 11-25%	3%
By more than 25%	5%

- d. Credits must be requested by the Client in writing within 30 calendar days of the end of the month in which the SLA was breached.
- e. The SLA above does not apply to:
 - i. Services which are not part of the fixed-fee scope of services.
 - ii. Services relating to any issue listed on the Issues Register
 - iii. Onsite support at locations which do not include onsite support as standard

9.2. Traditional SLA's based on Response / Resolution Times

- a. We measure but do not guarantee traditional time-based metrics.
- b. The following Traditional SLA metrics are provided as a representation of what constitutes a reasonable and expected response time for most requests.

9.3. Traditional SLA for Incidents

- a. The SLA for an Incident is based on the Priority of that incident, which has a quantitative definition in accordance with the following:

Priority based on Impact and Severity		IMPACT		
		HIGH Unable to Work	MEDIUM Work Degraded	LOW An irritation
SEVERITY	HIGH Entire Company	1	2	3
	MEDIUM Large # staff	2	3	4
	LOW Small # staff)	3	4	5

- b. Our target response times are indicated in the table below. We aim to achieve these SLA's on at least 90% of Incidents.
- c. The SLA clock is based on either Business Hours, Extended Business Hours or 24x7 as noted in your Managed Services Agreement.

		Acknowledge	Commence working	Target resolution
PRIORITY	1	15 minutes	30 minutes	Continuous attention until resolved or downgraded to Priority 3 or lower
	2	30 minutes	60 minutes	
	3	2 hours	4 hours	1.5 days
	4	8 hours	1 day	2 days
	5	8 hours	1 day	4 days

9.4. Service Requests

- a. The SLA for a Service Request is dependent on the nature of the request.
- b. The SLA clock is based on either Business Hours, Extended Business Hours or 24x7 as noted in your Managed Services Agreement.

	Includes	Target completion time
Password Reset	Resetting of passwords	1 hour
Minor Service Request	Requests where advance notice is not generally possible, or the labour requirement is small: Minor permission changes Spam / suspect email reviews and release	1 business day
Standard Service Request	Requests where advance notice is generally possible, or the labour requirement is high: New User accounts SOE deployment to new PC Software updates / installs for Approved Software Onsite installation	3 business days

9.5. Changes

- a. Changes do not have SLA's. Each Change goes through a Change Management process which varies significantly in scope. We will endeavour to work with you to complete the change within your required time-frame where possible.

10. Other Terms and Conditions

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.

11. Global Limitations and Exclusions

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

Cyber Security Incidents

- All cybersecurity events or incidents, whether actual or suspected.
- On-Demand fees will be charged for all labour including but not limited to investigating, containing, recovering, restoring and reporting on the incident.

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).

Consulting, Design, Scoping, Professional Services

- Project / change scoping, design, meetings, planning, consulting and other Professional Services.
- Cybersecurity governance and consulting.

Issues

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

Personal Systems

- Management of personal computers, systems, mobiles, applications and data.

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

- 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 a service that is within scope of the fixed-fee 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.
- Parts, hardware, software or subscriptions (other than to our Remote Management Tools and hub).