



General Terms and Conditions



alphalogix

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Part A – General Terms

1. Definitions and Interpretation

1.1. Definitions

In these Conditions, the following terms have the following meanings:

After Hours	The period from 17:00 to 09:00 Monday to Friday, and all day on Saturdays, Sundays and Public Holidays.
Agreement	These Conditions together with any applicable Quote, Order, Plan, CAPEX Contract, Statement of Work, OPEX Contract, OPEX Schedule, Service Schedule, Service Description, Rate Schedule, SLA, or other document expressly incorporated by reference
Australian Consumer Law / ACL	Schedule 2 to the Competition and Consumer Act 2010 (Cth), and any equivalent State or Territory legislation.
Business Hours	Monday to Friday from 09:00 to 17:00 (Sydney, NSW time), excluding Public Holidays.
CAPEX Contract	A fixed-scope, one-time project or hardware procurement and deployment agreement entered into between Us and You, which incorporates these Conditions by reference and is governed by an executed Statement of Work.
Client / You / Your	The body corporate, partnership, joint venture, trust or other business entity that seeks or obtains a Quote for, or orders, Goods or Services from Us, and includes its successors and permitted assigns. These Conditions do not apply to consumers within the meaning of the Australian Consumer Law.
Conditions	These General Terms and Conditions (Part A and Part B), as amended from time to time in accordance with clause 30.
Confidential Information	All non-public information disclosed by one party (Disclosing Party) to the other (Receiving Party) that is designated confidential or that should reasonably be understood to be confidential, including business plans, pricing, technical data, customer lists, security information and system configurations. It does not include information that: (a) is or becomes public other than by breach of this Agreement; (b) was rightfully known before disclosure; (c) is rightfully received from a third party without restriction; or (d) is required to be disclosed by law.
End Client	A third party (including the Client's customer, or the owner or operator of a site, asset or system) for whose benefit, or in respect of whose site, premises, data or systems, the Goods or Services are provided. The End Client is not a party to this Agreement unless expressly stated.
Force Majeure Event	Any event beyond a party's reasonable control, including acts of God, fire, flood, storm, earthquake, pandemic, epidemic, war, terrorism, civil unrest, strikes, government or regulatory action, cyber attack or denial-of-service attack not caused by that party, failure or outage of third-party networks, carriers, cloud platforms or infrastructure, and internet service provider failure.

Goods	Any hardware, software, equipment or other physical or digital products sourced or supplied by Us in connection with the Services.
GST	Has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Intellectual Property Rights	All present and future rights in copyright, trademarks, patents, designs, trade secrets, know-how, confidential information and all other intellectual and industrial property rights, whether registered or unregistered, throughout the world.
OPEX Contract	A recurring managed-services subscription agreement entered into between Us and You, which incorporates these Conditions and any applicable Service Description and SLA by reference.
Order	A request by You to Us for Goods or Services in any form, including electronic approval of a Quote.
Personal Information	Has the meaning given in the Privacy Act 1988 (Cth).
Plan / Plan Schedule	Any arrangement between Us and You for ongoing Services and/or Goods set out in a written Plan Schedule, as varied in accordance with these Conditions.
Public Holidays	Any day gazetted as a public holiday throughout New South Wales, other than a bank holiday.
Quote	A written quotation provided by Us to You for Goods and/or Services.
Rate Schedule	Our schedule of rates, charges and conditions, as published and updated by Us from time to time and available on request.
Service Description	The Alphalogix Service Description document that sets out the scope, inclusions, exclusions, responsibilities (RACI) and managed-service tiers for the Services, as updated from time to time.
Service Level Agreement / SLA	A written agreement or schedule governing service standards, priority classifications, response and resolution targets, and escalation procedures applicable to OPEX Contracts.
Service Request	A request by You for technical assistance, adds, moves or changes, submitted through the process in Appendix A.
Service Schedule	A service-specific schedule in Part B that applies to a particular service line in addition to these General Terms.
Services	The provision of managed IT services, cyber security services, cloud services, unified communications services, surveillance integration services, consulting services, technical support, advice, recommendations and Work provided by Us to You under this Agreement.
Software	Any software, firmware, application, update, patch or associated service provided in connection with the Goods or Services, including third-party software.
Statement of	A written document forming part of a CAPEX Contract that specifies the

Work / SOW	scope, deliverables, timeline, acceptance criteria, dependencies and pricing of a project.
Subcontractor	A third party engaged by Us to perform part of the Services on Our behalf.
Third-Party Agreement	Any licence, end user licence agreement (EULA), subscription terms, acceptable-use policy or other terms imposed by a third-party vendor, manufacturer, carrier or platform whose Goods, Software or services form part of, or are used in delivering, the Services.
Us / We / Our	Alphalogix Pty Ltd, ABN 38 661 346 701, and its successors and assigns.
Work / Work Product	Anything We do, provide, customise, produce, test, troubleshoot, install, configure, consult on, scope, plan, document or quote for in connection with Your use or benefit, and any deliverable or document created by Us in doing so.

1.2. Interpretation

Unless the contrary intention appears: words in the singular include the plural and vice versa; a reference to a gender includes every gender; a reference to legislation includes any amendment or replacement of it; headings are for convenience only; all dollar references are to Australian dollars and all time references are to Sydney, Australia time; a reference to a person includes a corporation, partnership, trust, joint venture or government authority; “includes” means includes without limitation; “will” imports a condition, not a warranty; a reference to writing includes email and electronic approval; and if any provision is invalid or unenforceable it may be severed without affecting the remaining provisions.

2. Application of these conditions

2.1. Incorporation

Unless otherwise agreed by Us in writing, these Conditions are incorporated into and govern every Quote, Order, Plan, CAPEX Contract, OPEX Contract and any other arrangement for the supply of Goods or Services by Us to You. To the extent of any inconsistency, these Conditions prevail over any purchase order, vendor agreement or other document issued by You, unless We expressly agree otherwise in writing.

2.2. B2B Only

These Conditions are intended solely for business-to-business and business-to-enterprise commercial relationships. They do not apply to consumers as defined under the Australian Consumer Law. Where You engage Us on behalf of another entity (including an End Client), You warrant that You are authorised to bind that entity to these Conditions.

2.3. Authority for End Clients

Where the Services relate to an End Client's site, premises, data or systems, You warrant that You have all necessary authority, consents and licences from that End Client for Us to perform the Services, and You will indemnify Us in respect of any claim by an End Client arising from Your failure to obtain them.

3. Structure and Order of Precedence

3.1. Documents

The Agreement is made up of these Conditions (Part A and the applicable Part B Service Schedule(s)), together with the applicable Quote, Order, SOW, OPEX Schedule, Service Description, SLA and Rate Schedule.

3.2. Order of precedence

If there is an inconsistency, the following order of precedence applies (highest first), except as stated in clause 3.3: (a) any Third-Party Agreement that We are required to pass through to You; (b) the SLA, for service-level matters only; (c) the executed SOW or OPEX Schedule; (d) the applicable Part B Service Schedule; (e) these General Terms (Part A); and (f) the Quote, Order and Service Description.

3.3. Third-Party Agreements prevail

Where Goods, Software or services are supplied under, or depend on, a Third-Party Agreement (for example a software EULA, cloud-platform terms, or a carrier's terms), that Third-Party Agreement governs Your use of those items and prevails over this Agreement to the extent of any inconsistency relating to that use. We are not the principal obligor under any Third-Party Agreement.

4. Commitment Term and Renewal

4.1. Minimum Term

The minimum term for any Service is as specified in the applicable Quote, CAPEX Contract or OPEX Contract, commencing on the first day of the month following the date of execution or electronic approval (the "Committed Term").

4.2. Automatic Renewal

On expiry of the initial Committed Term, an OPEX Contract automatically renews for successive periods equal to the original Committed Term unless either party gives written notice of non-renewal at least sixty (60) days before the end of the then-current term, or unless terminated under clause 5.

4.3. CAPEX Projects

CAPEX Contracts are fixed-term and do not automatically renew. Support obligations after delivery must be separately agreed in an OPEX Contract or otherwise in writing.

5. Termination

5.1. Termination for cause by You

You may terminate this Agreement on ninety (90) days' written notice if We: (a) materially fail to fulfil Our obligations and do not cure the failure within thirty (30) days of written notice; (b) breach a material term and fail to remedy it within thirty (30) days of written notice; or (c) become insolvent, are placed in administration or liquidation, or cease business operations.

5.2. Termination for cause by Us

We may terminate this Agreement immediately on written notice if You: (a) fail to pay an undisputed amount within fourteen (14) days of the due date; (b) breach a material term and fail to remedy it within thirty (30) days of written notice; (c) become insolvent, are placed in administration or liquidation; or (d) use the Goods or Services for any unlawful purpose or in breach of a Third-Party Agreement.

5.3. Termination for convenience

Either party may terminate this Agreement without cause on ninety (90) days' written notice, subject to clause 5.5.

5.4. Transition assistance

On termination for any reason, We will provide reasonable transition assistance to facilitate an orderly handover to You or a new provider, charged at Our then-current Rate Schedule.

5.5. Early termination liability

If You terminate prior to the expiry of the Committed Term (other than under clause 5.1), You agree to pay all fees that would have been payable for the remainder of the Committed Term, as a genuine pre-estimate of Our loss. This obligation survives termination.

5.6. Effects of termination

On termination: (a) all accrued but unpaid fees become immediately due and payable; (b) each party must return or destroy the other's Confidential Information, subject to legal retention obligations; and (c) clauses 19, 20, 21, 22, 24 and any other provisions that by their nature should survive will survive.

6. Quotes

6.1. Validity

Quotes are valid for thirty (30) days from issue unless otherwise stated. A Quote is an invitation to treat and is not binding until accepted under clause 7.

6.2. Confirmation and changes

Once both parties agree final pricing and scope, a Quote is confirmed. The confirmed price may differ from earlier iterations if You requested changes.

6.3. Price fluctuations

Non-stocked and special-order products are subject to price and availability fluctuations. If a price increase arises from circumstances outside Our control after confirmation but before delivery, We will notify You and You may accept the revised price or cancel the affected Order without penalty.

6.4. ETA, freight and withdrawal.

Estimated delivery dates are vendor-supplied estimates and are not guaranteed; We accept no liability for delays caused by manufacturers, distributors or carriers. Freight is added unless expressly included. We may vary or withdraw a Quote at any time before confirmation in Our absolute discretion.

7. Orders

7.1. Placement

You may place an Order using Our order form, written approval (including email), or electronic approval of a Quote. Orders must include Your full legal name or entity description, ABN or ACN (if applicable), delivery address and the relevant Quote number.

7.2. Authorisation

By approving an Order, the approving person warrants they are authorised to bind You and that the Order is valid and authorised.

7.3. Acceptance

An Order is not binding on Us until We confirm acceptance in writing. We may decline any Order in Our discretion. We are not obliged to fulfil an Order until payment or agreed credit terms are confirmed; if We cannot complete it, We will refund any payment made.

7.4. Cancellation

You may not cancel a confirmed Order without Our prior written consent. Once a manufacturer or supplier has dispatched Goods, cancellation may not be possible. Approved cancellations may attract a Return/Cancellation Fee. We do not hold stock inventory and order Goods only on a confirmed Order.

8. Pricing, Rates and GST

8.1. Exclusive of GST

All rates and amounts are exclusive of GST and any other taxes, levies or government charges unless expressly stated. GST is added to invoices at the applicable rate

8.2. Rate Schedule

You must pay for Goods and Services at the rates set out in the applicable Plan, OPEX Contract, CAPEX Contract, Rate Schedule or Quote. The Rate Schedule is available on request.

8.3. Rate variations

We may vary rates and the Rate Schedule from time to time, subject to any fixed pricing agreed in an OPEX or CAPEX Contract. Any general rate change affecting an ongoing OPEX engagement will be notified at least thirty (30) days in advance.

8.4. Expenses, call-out and increments

You must reimburse reasonable out-of-pocket expenses (travel, accommodation, parking, tolls and meals); where material, We will seek prior written approval. Call-out fees, after-hours rates, and time increments (charged as full increments) apply as set out in the Rate Schedule. Pre-paid blocks are non-refundable, must be used within the agreed period, and do not roll over unless agreed in writing.

9. Payment, Late Payment and Default

9.1. Payment terms

Invoices are due within the terms stated on the invoice (typically fourteen (14) days from invoice date) unless otherwise agreed. Payment must be by direct deposit, credit card or another method approved by Us.

9.2. Suspension

Where You fail to pay an undisputed invoice within seven (7) days of the due date, We may, without prior notice, suspend or discontinue supply until payment is received in full.

9.3. Disputed invoices

If You dispute part of an invoice in good faith, You must notify Us in writing within five (5) Business Days of receipt and pay all undisputed amounts by the due date. Disputed amounts are resolved under clause 28.

9.4. Interest and recovery

We may charge interest on overdue undisputed amounts at ten percent (10%) per annum, calculated daily. All reasonable legal and recovery costs are added to the amount owing. Payments are applied first to recovery and legal costs, then interest, then the oldest invoices.

9.5. Acceleration and security

If You default on any payment, all other outstanding amounts become immediately due. We may require a security deposit or other security as a condition of extending credit or resuming supply after default.

10. Delivery, Title, Risk and Security Interests

10.1. Delivery and risk

We will use reasonable endeavours to dispatch Goods by any agreed date but accept no liability for delays beyond Our reasonable control. You must be available to accept delivery during Business Hours. Risk of loss or damage passes to You on delivery to Your nominated address, and You are responsible for insurance of the Goods from that point.

10.2. Retention of title

Title to Goods does not pass until We receive payment in full of all amounts owing by You on any account. Until title passes, You hold the Goods as fiduciary bailee, must store them separately and maintain their labelling, must not encumber or deal with them, and if You sell them You hold the proceeds on trust for Us. We may enter any premises to repossess the Goods, and You indemnify Us for the costs of doing so.

10.3. PPSR

You consent to Us registering a security interest in the Goods under the Personal Property Securities Act 2009 (Cth) and agree to do all things necessary to perfect that registration. To the extent permitted, sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135, 142 and 143 of that Act do not apply, and You waive Your right to receive notices under it.

11. Returns and Claims

11.1. Manufacturer policies

Goods are supplied subject to the returns and warranty policies of the relevant manufacturer or supplier. We will assist with returns where the policy permits, but We are not a principal obligor under any manufacturer warranty.

11.2. Non-returnable and inspection

Customised, special-order, imported or non-standard Goods may not be returnable; We will advise where known. You must inspect Goods immediately on delivery and notify Us in writing of any damaged, defective or incorrect Goods within seven (7) calendar days; failure to do so constitutes unconditional acceptance, to the extent permitted by the ACL.

11.3. Return costs and indemnity

You bear the costs of returning Goods to a manufacturer or supplier unless they bear those costs. You indemnify Us from claims arising in connection with Goods that have been used, installed, customised or resold by You.

12. Nature of IT Services and Fitness for Purpose

12.1. Nature of services

You acknowledge that IT, cyber security, cloud, communications and surveillance environments are complex, and that not all issues can be resolved with certainty or speed. Testing, troubleshooting and recommendations may involve iteration and may prove incorrect. We will make all reasonable endeavours to deliver sound advice and effective outcomes but, to the extent permitted by law, do not guarantee specific results.

12.2. Reasonable assistance limits

We are obliged to provide what We reasonably determine to be reasonable assistance in the circumstances, ordinarily limited to work performed during Business Hours within any timeframe We have estimated. Additional work may be charged at the applicable rates.

12.3. Third-party compatibility and fitness

Goods and Services may interact with third-party software, hardware, carriers, cloud platforms or infrastructure outside Our control. To the extent permitted by law, We make no warranty that Goods or Services will be compatible with, or perform to expectations in, all environments. You are responsible for evaluating fitness for purpose in Your environment and for following Our reasonable testing instructions.

13. Service Levels

13.1. SLA governs

Service-level standards applicable to OPEX Contracts (including priority classification, response and resolution targets, and escalation) are governed by the SLA and the Service Description. Targets are measured during the hours of cover for the applicable tier and exclude time attributable to You, an End Client, a third party, or a Force Majeure Event.

13.2. Conflict

If the SLA conflicts with these Conditions, the SLA prevails to the extent of the inconsistency in respect of service-level matters only.

13.3. Targets not guarantees

Unless expressly stated as a binding service credit in the SLA, response and resolution times are targets, not guarantees, and do not give rise to a right to damages.

14. CAPEX Contracts – Projects and Statements of Work

14.1. Scope

CAPEX Contracts are governed by an executed SOW that specifies project scope and deliverables, timeline and milestones, total price and payment schedule, acceptance criteria, and exclusions and dependencies.

14.2. Change control

Any change to scope must be made in writing and agreed by both parties in a formal Change Request, which may affect price and timeline. We are not obliged to perform out-of-scope work without a signed Change Request.

14.3. Acceptance

Deliverables are deemed accepted if You do not raise a written objection specifying deficiencies in reasonable detail within ten (10) Business Days of delivery. If You raise a valid objection, We will remedy deficiencies within an agreed timeframe and resubmit.

14.4. Dependencies and post-delivery

Timely completion depends on Your cooperation, access and provision of information; We are not responsible for delays caused by Your failure to meet agreed dependencies. Support after delivery is not included unless separately agreed in an OPEX Contract or the SOW.

15. OPEX Contracts – Managed Services Subscriptions

15.1. Subscription model

OPEX Contracts are recurring managed-services subscriptions. Scope, pricing, billing frequency and term are set out in the applicable OPEX Contract, which incorporates these Conditions, the Service Description and the SLA.

15.2. Billing

Recurring fees are billed in advance (monthly, quarterly or annually as agreed). One-time or variable charges (including time-and-materials work) are billed monthly in arrears.

15.3. Price reviews

Annual price reviews may apply in accordance with clause 8.3, reflected in a revised OPEX Contract or written notice. Unless otherwise agreed, fees may increase on each anniversary by the greater of CPI (All Groups, Sydney) or three percent (3%).

15.4. Commencement and onboarding

Services commence on the date specified in the OPEX Contract or, if none, on the first day of the month following execution. Onboarding and transition are subject to the assumptions in the Service Description, including that the environment is patched, documented and backed up prior to take-on.

16. Our Responsibilities, Subcontracting and Personnel

16.1. Service standards

We will provide the Services using personnel with appropriate qualifications and experience, in a professional manner consistent with generally accepted industry standards.

16.2. Subcontracting

We may engage Subcontractors to perform part or all of the Services. We retain prime responsibility for performance and will ensure Subcontractors are bound by confidentiality and quality obligations no less stringent than these Conditions.

16.3. Third-party products

Where We supply Goods or services provided by third parties (including cloud platforms, software vendors, carriers or hardware manufacturers), the relevant Third-Party Agreements may also apply, and We will advise You of material third-party terms where known.

16.4. Key personnel and website

Where personnel are named in an SOW or OPEX Contract, We will use reasonable endeavours to maintain continuity and, if a change is outside Our control, will arrange a suitably qualified replacement. Our website is provided for information only and We make no warranty that it is complete, current, accurate or uninterrupted.

17. Your Responsibilities and Access

17.1. General

You agree to: (a) cooperate and provide all information, access and approvals reasonably necessary for the Services; (b) comply with Our reasonable processes and procedures; (c) ensure all information and authorisations You provide are accurate and current; and (d) comply with all laws applicable to Your business and Your use of the Goods and Services.

17.2. Reliance on information

We rely on the accuracy of information provided by You and accept no liability for errors or delays arising from inaccurate or incomplete information; You indemnify Us for costs incurred as a result.

17.3. Access and RMM consent

You will provide timely access to all equipment, systems, environments and personnel necessary to deliver the Services, and consent to Us installing and maintaining remote monitoring and management (RMM) tools on Your devices. Devices must be left powered on and connected as reasonably required (including overnight and on weekends) for scheduled maintenance and monitoring. Where access is delayed or denied through no fault of Ours, service levels and timelines are suspended and additional charges may apply.

17.4. Service Requests and third-party authorisations

You must lodge all Service Requests through the process in Appendix A and not directly with individual technicians. Where We need to deal with Your third-party providers on Your behalf, You must provide any authorisation those providers require; delays caused by Your failure to do so are not Our responsibility.

18. Warranties

18.1. Services warranty

We warrant that the Services will be performed with reasonable care and skill by qualified personnel. Where the Services do not conform and You notify Us in writing within fourteen (14) days of delivery, We will, at Our option, re-perform the non-conforming Services or issue a credit.

18.2. Manufacturer warranties

Goods are covered by the relevant manufacturer's warranty only. You must deal directly with the manufacturer for warranty claims unless We expressly agree otherwise. We are not the principal obligor under any manufacturer warranty.

18.3. Exclusion of other warranties

Except as expressly set out in this Agreement and to the maximum extent permitted by law, all other warranties, conditions and representations (whether express, implied, statutory or otherwise), including any implied warranty of merchantability, fitness for purpose or non-infringement, are excluded.

18.4. Australian Consumer Law

Nothing in this Agreement excludes, restricts or modifies any guarantee, right or remedy You may have under the ACL or other applicable legislation that cannot be excluded (Non-Excludable Rights). Where We are liable for a failure to comply with a guarantee that cannot be excluded (other than a guarantee under sections 51 to 53 of the ACL), and the Goods or Services are not of a kind ordinarily acquired for personal, domestic or household use, Our liability is limited, at Our option and to the maximum extent permitted, to: (a) for Goods – replacing or repairing the Goods, supplying equivalent Goods, or paying the cost of doing so; and (b) for Services – re-supplying the Services or paying the cost of re-supply.

19. Liability and Indemnification

19.1. Exclusion of implied terms

To the maximum extent permitted by law, all terms, conditions and warranties implied by statute, common law or custom (including as to quality, fitness for purpose or description) are excluded.

19.2. Exclusion of consequential loss

To the maximum extent permitted by law, neither party is liable to the other for any indirect, consequential, special, exemplary or punitive loss or damage, including: (a) loss of revenue, profits or anticipated savings; (b) loss of goodwill, reputation or business opportunity; (c) loss or corruption of data; or (d) loss suffered by a third party, whether in contract, tort, statute or otherwise, and whether or not foreseeable.

19.3. Data and backups

You are solely responsible for maintaining adequate and current backups of all data, programs and configurations, except to the extent backup is expressly an inclusion of the Services in the Service Description or an SOW. Subject to clause 18.4, We accept no liability for data loss or corruption arising from the Services, even where We hold or access systems containing Your data.

19.4. Aggregate liability cap

Subject to clause 18.4 and to the maximum extent permitted by law, Our total aggregate liability to You under or in connection with this Agreement (whether in contract, tort, negligence, breach of statutory duty or otherwise) will not exceed the total fees paid or payable by You to Us under the applicable Contract in the twelve (12) months immediately preceding the first event giving rise to the claim. This cap applies to all claims in aggregate, not to each claim.

19.5. Your indemnity

You indemnify and hold Us harmless from and against all claims, losses, damages, costs (including legal costs on a solicitor-client basis) and expenses arising from or in connection with: (a) Your breach of this Agreement or a Third-Party Agreement; (b) Your negligence or wilful misconduct; (c) Your use of the Goods or Services in an unlawful or unauthorised manner; (d) inaccurate or incomplete information provided by You; (e) any claim by a third party or End Client arising from Your use of the Goods or Services or from Your failure to obtain required consents or authorisations; and (f) any unlawful collection, use, surveillance or disclosure of data or images by You.

19.6. Mitigation and proportionality

Each party must take reasonable steps to mitigate its loss. Our liability is reduced proportionately to the extent any loss is caused or contributed to by You, an End Client, a third party, or a Force Majeure Event.

19.7. Laws still apply

Nothing in this clause excludes, restricts or modifies the application of any State or Federal legislation that cannot lawfully be excluded, restricted or modified.

20. Insurance

20.1. Cover

We will maintain, at Our expense, during the term of this Agreement: (a) public and products liability insurance of not less than \$10,000,000 per occurrence; (b) professional indemnity insurance of not less than \$10,000,000 in the aggregate; and (c) cyber liability insurance of not less than \$2,000,000 in the aggregate. We will provide evidence of currency within thirty (30) days of written request.

21. Data, Privacy and Cybersecurity

21.1. Privacy compliance

We collect and handle Personal Information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. Personal Information collected in connection with this Agreement is used only for the purposes of fulfilling Quotes and Orders and providing the Goods and Services.

21.2. Client Data ownership

You (or, where applicable, the End Client) retain ownership of all data, footage and images stored in Your systems, tenants or environments (Client Data). Our access to Client Data is solely for the purpose of providing the Services.

21.3. Responsibility for Client Data

Except to the extent backup, monitoring or security of specific data is an express inclusion of the Services, You are responsible for: (a) the security, integrity and backup of Client Data; (b) compliance with all laws applicable to Client Data, including the Privacy Act 1988 (Cth); (c) data breach notification obligations under the Notifiable Data Breaches scheme; and (d) the adequacy of Your data storage and backup arrangements.

21.4. End Client and third-party data

Where the Services involve data or images belonging to an End Client (for example CCTV footage of an End Client's site), You warrant that You have all authority and consents necessary for Us to collect, access, store and process that data, and You are responsible for any notification, signage, privacy-policy and consent obligations owed to individuals and to the End Client.

21.5. Data residency

Where an SOW or OPEX Contract specifies that Client Data must remain in Australia, We will store that Client Data on the agreed in-Australia infrastructure and will not transfer it offshore without Your prior written consent. Absent such a requirement, data may be processed using Our standard tooling and third-party platforms, the locations of which We will disclose on request.

21.6. Notifiable data breach

If We become aware of a suspected eligible data breach involving Client Data accessed by Us, We will notify You as soon as reasonably practicable and cooperate with You in assessing and managing the breach. Unless expressly agreed otherwise, You remain the primary responsible party for notification to the Office of the Australian Information Commissioner and affected individuals.

21.7. Remote access tools

To provide the Services, We may install RMM tools that allow Our personnel to view system status, access desktops and administer devices. We will use such access solely for the purpose of providing the agreed Services.

21.8. Security is risk reduction

You acknowledge that no security measure, monitoring service or product can guarantee the prevention or detection of all cyber threats, intrusions, malware or data loss. Our security-related Services reduce, but do not eliminate, risk, and depend on Your timely cooperation and on factors outside Our control.

22. Intellectual Property and Confidentiality

22.1. Work Product

Unless expressly agreed otherwise in writing, all Intellectual Property Rights in any Work Product created by Us in providing the Services vest in Us. Subject to full payment, We grant You a perpetual, non-exclusive, non-transferable licence to use the Work Product solely for Your internal business purposes.

22.2. Pre-existing and custom IP

Each party retains ownership of its pre-existing Intellectual Property Rights. Unless otherwise agreed in a separate written agreement, all Intellectual Property Rights in custom software or code developed by Us belong to Us, with a non-exclusive, non-transferable internal-use licence granted to You.

22.3. Your IP

You warrant that any materials, data or intellectual property You provide for use in the Services belongs to You or that You are authorised to provide it, and You indemnify Us against claims arising from third-party rights in materials provided by You.

22.4. Confidentiality

Each party (as Receiving Party) will keep the other's Confidential Information confidential, use it only for the purposes of this Agreement, and disclose it only to personnel, contractors or advisers who need to know it and who are bound by equivalent obligations. A party may disclose Confidential Information if required by law, court order or a regulatory authority, after giving (where practicable) prior notice and cooperating in seeking protective relief.

22.5. Survival and return

Confidentiality obligations survive termination for three (3) years. On termination or request, each party will return or destroy the other's Confidential Information, subject to legal or regulatory retention obligations and to reasonable back-up archiving that is not readily accessible.

23. Software Licensing and Third-Party Terms

23.1. Your responsibility

All software licences required for Your operations are Your responsibility to procure, maintain and store, including for Software installed by Us. You must comply with all applicable Third-Party Agreements.

23.2. Your indemnity

You indemnify and hold Us harmless from claims, losses and expenses arising from: (a) unauthorised software use by You; (b) breach of a software licence in respect of Software provided to Us by You for installation; (c) Us installing Software on Your instructions where You are not authorised to use it; and (d) any defect or malfunction in third-party Software.

23.3. Third-party services

Where We recommend or procure third-party Goods, Software or services (including backup, security, cloud, carrier or platform services), those items are provided subject to the relevant Third-Party Agreement, and We do not accept liability for their availability, security or performance. You should review the relevant terms before use.

24. Non-Solicitation

24.1. Personnel

During the term and for two (2) years after termination or expiry, You must not, directly or indirectly, solicit, recruit or offer employment or engagement to any of Our current or former employees or contractors who were involved in delivering Services to You, without Our prior written consent.

24.2. Liquidated damages

If You breach clause 24.1, You agree to pay Us, as liquidated damages and not as a penalty, a sum equal to one hundred percent (100%) of the relevant individual's total annual remuneration package, as a genuine pre-estimate of Our loss. This clause does not prevent You from responding to a general public advertisement not targeted at Our personnel.

25. Force Majeure

25.1. Suspension

If a Force Majeure Event prevents or delays a party from performing an obligation (other than a payment obligation), that obligation is suspended for the duration of the event, provided the affected party promptly notifies the other and takes reasonable steps to minimise the impact.

25.2. Extended events

If a Force Majeure Event continues for more than sixty (60) days, either party may terminate the affected Services on written notice, in which case prepaid fees for Services not yet delivered are refunded and neither party is liable for further loss arising from the termination.

26. Compliance with Laws

26.1. General

Each party will comply with all laws applicable to it in connection with this Agreement, including anti-bribery and anti-corruption laws, applicable trade sanctions, the Modern Slavery Act 2018 (Cth) (where applicable), and work health and safety laws in respect of personnel attending a site.

26.2. Work health and safety

Where Our personnel attend a site, You will provide a safe working environment and relevant site-induction and safety information. We will comply with reasonable site WHS requirements notified to Us in advance.

27. Notices

27.1. Form and receipt

Notices must be in writing and delivered by email to the party's last-notified address or by registered post to its principal business address. Email notices are deemed received at the time of transmission if no error or non-delivery notification is received within twenty-four (24) hours; posted notices are deemed received three (3) Business Days after posting.

28. Governing Law and Dispute Resolution

28.1. Governing law

This Agreement is governed by the laws of New South Wales, Australia, and the parties submit to the non exclusive jurisdiction of its courts.

28.2. Escalation

Before commencing proceedings (other than for urgent interlocutory relief), the aggrieved party must give a written Dispute Notice; within ten (10) Business Days senior representatives must meet and negotiate in good faith; and if the dispute is not resolved within twenty (20) Business Days, either party may refer it to mediation.

28.3. Mediation and litigation

Mediation will be administered by the Australian Disputes Centre in Sydney under its then-current guidelines, with costs shared equally. If mediation does not resolve the dispute within thirty (30) days of the mediator's appointment, either party may commence proceedings. Nothing prevents a party from seeking urgent interlocutory or injunctive relief.

29. General

29.1. Assignment

You may not assign or novate this Agreement without Our prior written consent (not to be unreasonably withheld). We may assign or novate to a related body corporate or to a purchaser of substantially all Our business assets on thirty (30) days' written notice.

29.2. Variation of Conditions

We may vary these Conditions by publishing the updated version on alphalogix.com.au and giving at least thirty (30) days' written notice. Your continued use of the Services after the notice period constitutes acceptance; if You do not accept, You may terminate within the notice period, and clause 5.5 will not apply solely due to the variation. Variations do not alter the pricing of any fixed-price CAPEX or OPEX Contract executed before the variation takes effect.

29.3. Entire agreement and precedence

This Agreement constitutes the entire agreement between the parties on its subject matter and supersedes all prior representations, negotiations and agreements, except that it does not exclude or override any Third-Party Agreement referred to in clause 3.3. You acknowledge You have not relied on any representation not set out in this Agreement; nothing excludes liability for fraud.

29.4. Severability, waiver and survival

If a provision is invalid or unenforceable it may be severed without affecting the remainder. A failure or delay in exercising a right is not a waiver. Any provision that by its nature should survive termination survives.

29.5. Relationship and counterparts

The parties are independent contractors; nothing creates a partnership, agency or employment relationship. This Agreement may be executed in counterparts, including by electronic signature.

29.6. Publicity

Neither party may use the other's name or logo in marketing without prior written consent, except that We may identify You as a client in Our customer lists and capability statements unless You notify Us otherwise in writing.

Part B – Service Schedules

Each Schedule below applies in addition to Part A for the relevant service line. If a Schedule conflicts with Part A in respect of that service line, the Schedule prevails to the extent of the inconsistency. Detailed inclusions, exclusions, responsibilities (RACI) and service tiers are set out in the Service Description and the applicable SLA.

A. Schedule 1 – Managed Services

A.1. Scope

Managed Services comprise service desk, incident and problem management, monitoring, patching, asset and change management, reporting, and related managed support for the systems within the agreed scope, at the tier (Essential, Advanced or Premium) set out in the OPEX Contract and Service Description.

A.2. Patching and currency

We will apply updates and patches in accordance with vendor lifecycles, aiming to be n-1 where possible without causing outages or degradation. Supported operating systems and platforms are as listed in the Service Description and must not be end-of-life; best-effort support only applies outside that scope.

A.3. Out of scope

Anything not listed as an inclusion in the Service Description, SOW or OPEX Contract is out of scope and may be chargeable at the Rate Schedule. We are not liable for hardware failure outside Our management, or for pre-existing issues on a brownfield take-on until a remediation plan is agreed.

B. Schedule 2 – Cyber Security Services

B.1. Scope

Cyber Security Services may include managed detection and response, endpoint protection management, SOC monitoring, log and event management (SIEM), vulnerability and threat alerting, and incident and forensic support, as set out in the Service Description and applicable Third-Party Agreements (for example endpoint or SOC platform terms).

B.2. No guarantee of prevention

To the maximum extent permitted by law, We do not warrant that the Services will prevent, detect or remediate all cyber threats, intrusions, malware, ransomware, phishing, data breaches or losses. Cyber security is a risk-reduction activity dependent on factors outside Our control, including Your configuration, user behaviour, third-party platforms and the evolving threat landscape.

B.3. Your obligations

You must implement Our reasonable security recommendations, maintain supported and patched systems, ensure sufficient third-party security licences, and promptly action alerts allocated to You. We are not liable for loss arising from Your failure to do so, or from threats that materialise despite the Services.

B.4. Incident response

Incident and forensic support is provided on a reasonable-endeavours basis within the applicable tier. Ongoing post-incident remediation, third-party coordination and legal or regulatory consultation are out of scope unless separately agreed.

C. Schedule 3 – Cloud Services

C.1. Scope

Cloud Services may include provisioning, configuration, migration, monitoring and management of cloud infrastructure, platforms and tenancies (including hyperscaler and Microsoft 365 environments), as set out in the Service Description.

C.2. Shared responsibility

Cloud Services operate under a shared-responsibility model. The underlying cloud platforms are provided by third parties under their own Third-Party Agreements and service levels, which govern availability, security and data handling for that layer. We are not liable for outages, changes, suspensions, price changes or data-handling practices of those platforms.

C.3. Data residency and consumption

Where data residency is required, clause 21.5 applies. You are responsible for consumption-based charges incurred in Your tenancies and for licences required by the relevant platforms.

D. Schedule 4 – Unified Communications

D.1. Scope

Unified Communications Services may include configuration and management of voice, video, messaging and collaboration platforms, including hosted/VoIP telephony, number provisioning and porting, as set out in the Service

Description.

D.2. Emergency calls (Triple Zero)

You acknowledge that hosted and VoIP telephony depends on power and internet connectivity and may not support emergency calls to Triple Zero (000) during a power, network or internet outage, and may not reliably convey physical location to emergency services. You are responsible for maintaining an alternative means of making emergency calls (such as a mobile phone) and for informing Your users of these limitations. To the maximum extent permitted by law, We are not liable for any inability to reach, or any delay in reaching, emergency services.

D.3. Carrier dependencies and porting

Voice services depend on third-party carriers and networks under their own terms. Number porting timeframes are controlled by carriers and are not guaranteed. We are not liable for carrier outages, porting delays, call quality issues, or charges (including unexpected usage or international/premium charges) arising from Your use or misuse of the service.

E. Schedule 5 – Surveillance Integration

E.1. Scope

Surveillance Integration Services may include deployment, configuration, calibration, integration and management of AI video-surveillance and analytics software (such as icetana) and associated servers and cameras, as set out in the SOW and Service Description, and subject to the relevant software EULA.

E.2. Detection not guaranteed; not a monitoring service

You acknowledge that AI analytics and anomaly detection are probabilistic and that, to the maximum extent permitted by law, We do not warrant that the system will detect, alert on, or prevent any particular event, incident, intrusion or unsafe condition. The Services are technology services and are not a security-guarding, monitoring-station, or emergency-response service. Responsibility for reviewing alerts and responding to events remains with You and Your operators.

E.3. Lawful use of surveillance

You (and any End Client) are responsible for the lawful use of surveillance, including compliance with the Privacy Act 1988 (Cth) and applicable Australian Privacy Principles, the Surveillance Devices Act and the Workplace Surveillance Act 2005 (NSW) (and equivalents in other jurisdictions), including all notification, signage, consent and data-handling requirements. You warrant that You have the authority and consents required for Us to deploy and operate the system and to access the footage, and You indemnify Us against claims arising from unlawful or unauthorised surveillance, collection, use or disclosure.

E.4. Footage and data

Footage, images and analytics metadata are Client Data (or End Client data) under clause 21. You are responsible for retention settings, storage adequacy, and for any biometric or facial/licence-plate recognition use, which is separately licensed and only in scope where expressly agreed.

F. Schedule 6 – Consulting Services

F.1. Scope

Consulting Services comprise advice, assessments, designs, recommendations, documentation and other professional services set out in a Quote or SOW.

F.2. Advice and reliance

Our advice and recommendations are based on the information You provide and the circumstances known at the time. To the maximum extent permitted by law, We do not guarantee any particular outcome, saving or result. You are responsible for decisions You make in reliance on Our advice and for obtaining independent legal, financial or other professional advice where appropriate.

F.3. Deliverables

Consulting deliverables are provided for Your internal business purposes under the licence in clause 22.1 and may not be relied upon by any third party without Our prior written consent. Estimates of effort and timeline are indicative unless expressly fixed in an SOW.

Appendix A – Service Request Lodgement Process

Scope. This Appendix sets out the mandatory process for lodging Service Requests with Alphalogix. Requests lodged outside this process may not be captured within agreed service levels.

Authorised channels. Service Requests must be lodged through one of the following channels only:

- (a) Phone: [+61 2 8043 6550](tel:+61280436550)
- (b) Email: support@alphalogix.com.au
- (c) Client Portal: [Helpdesk](#)

Required information. Each Service Request must include Your full name and company name, return contact details (phone and email), a clear description of the issue or request, and screenshots or error messages where applicable and available.

Direct contact restriction. Service Requests must not be lodged directly with individual technicians; direct lodgement disrupts active work and may result in the request not being tracked or addressed within agreed service levels.

After-hours requests. Service Requests requiring attention outside Business Hours must be lodged by phone (After Hours charges apply). Email requests submitted outside Business Hours are reviewed on the next Business Day unless an after-hours arrangement is in place under Your OPEX Contract.

Escalation. If You believe a Service Request is not being addressed with appropriate urgency, You may escalate by calling Our primary number and requesting escalation to a senior support lead or account manager. Escalation procedures are further detailed in Your applicable SLA.