

# SUPPORT AGREEMENT – TERMS & CONDITIONS

- 1. Prerequisites.** Junction City has an expectation for industry standards to be maintained throughout your infrastructure. An extensive network audit is carried out during the initial onboarding phase, to identify unsupported or end-of-life assets and/or software that may contribute towards operational issues, user downtime or system failures. Junction City will not be held liable for any systemic failure till such time 'Client' acts on recommendations in a reasonable timeframe. All remediation works and project costs will be captured under a SoW (Statement of Works) and presented to approval.  
Support requests for hardware *may* be refused if the item is older than 3 years, or not suitable to your its intended business function.
- 2. Engagement.** Client hereby engages Junction City Pty Ltd ("Consultant") for the initial term set forth above, to provide services in support of Client's network infrastructure, applications, data and endpoints such as Servers, Desktops, Laptops, Printers, Tablets ("IT Services") located at the Service Address identified above.
- 3. Scope of Included Services.** Consultant will provide Support Services included within the Scope of Included Services, as required, during the term of this Agreement. Consultant will decide whether to perform IT Services at the Service Address/s, if deemed unsafe or having inadequate access. Client agrees not to make unreasonable requests for services. Refer to [Service Level Agreement \(SLA\)](#).
- 4. Pricing; Additional Services.** The Agreement Base Rate set forth above outlined fees applied to assets listed within the Scope of Included Services. Charges for additional services, if any, requested or required by Client will be determined by agreement of the parties or, in the absence of agreement, will be charge at Consultant's standard rates in effect at the time service is provided. The Base Rate does not include the cost of any hardware, software, equipment, or supplies or any out-of-pocket expenses incurred by Consultant unless specifically identified as included in the Scope of Included Services. Approval in writing must be provided Insert name into 'Company' field in 'Properties' section prior to any work is performed outside of the scope.
- 5. Payment; Suspension or Termination of Services.** Payment of the Monthly Base Rate is due on the *first* day of each month during the term of this Agreement and shall be considered delinquent if unpaid within fourteen (14) days of the due date. Client shall pay invoices for any additional amounts due to Junction City within fourteen (14) day safter receipt. Junction City shall have the right to suspend the performance of IT Services if Client fails to make payment within the time permitted for doing so under this Agreement. Client agrees to have no right over termination of this service agreement without first giving Junction City written notice of deficiencies in performance and a reasonable opportunity (not less than 60 operating days) to meet and maintain the Required Performance standard. In the event Client terminates agreement prematurely, prior to scheduled end date, or does not provide reasonable opportunity to address performance issues, Client agrees to pay remaining agreement balance in full, within 5 business days.

Consultant reserve the right to retain all passwords, systems access, electric or physical property covered under this agreement.

**6. Severance Clause**

Except as otherwise stated herein, neither party may terminate associated agreement during the Initial Support Term. After the Initial Support Term, either party may terminate Support only on the basis of negligence or failure to provide services as outlined in associated agreement. In the event associated agreement is terminated by customer during a Support Term, customer will be liable for the remain balance of monthly recurring fees applicable to the unexpired period of the current Agreement Term or Renewal Support Term.

**7. Price Adjustments & Renewals.** Consultant shall have the right to propose an adjustment to the Monthly Base Rate, as provided on Exhibit A, in line with CPI, in the event of changes to initial assets defined during original agreement execution, where additional equipment added to support scope, license adjustments, substantial changes in the demand for IT Services initiated by Client, material increases in costs to Consultant, or if Client's demand for IT Services during any twelve-month period during the term of this Agreement should exceed the Adjustment Threshold. When an adjustment occurs, an addendum detailing the change, will be signed by both parties and attached to this contract. The parties agree that this Agreement automatically renews for any remaining Further Term at the expiration of the current Initial Term or Further Term (as applicable) unless at least three (3) months prior to the expiration of the current Initial Term or Further Term (as applicable), the Client gives the Consultant written notice of its intention to not renew this Agreement, in which case this Agreement will terminate at the expiration of the current Initial Term or Further Term (as applicable), in each case unless terminated earlier under this Agreement.

**8. Tangible Property Rights.** Authorization to use any software or hardware provided by Consultant to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, distribute, sell, lease, sublet or make any unauthorized use of Consultant property. Modification of such materials or the use of such materials for any purpose not authorized by Consultant is prohibited. Client agrees to act in good faith and maintain in good physical and working order any hardware, software or other tangible items belonging to Consultant that are installed, lent to, leased to, or for any other reason in possession by Client or Client personnel. Every effort will be made to ensure intellectual property installed by the consultant does or will not infringe on the client's intellectual property. In the event of damage, theft, modification, defacing, loss of, or any other acts considered beyond what would be considered "normal wear" the Client will be responsible reimbursing consultant for repair and/or replacement of such material in an amount determined by consultant to be "fair market value" and will be due immediately at any time requested by consultant.

**9. Ownership of Work Product.** Any (a) work of authorship fixed in any tangible medium of expression that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked

or non-service-marked distinctive symbols, pictures or words, (d) trade secrets, or (e) any other copyrightable, patentable and/or trademark able intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) Consultant and/or Consultant Personnel; and/or (ii) through collaborative efforts of Consultant (including Consultant Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("Client Personnel") during the term of this Agreement (collectively, the "Work Product") shall belong to Consultant; provided that Client shall retain a perpetual, non-exclusive, royalty free license to use the Work Product in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party (including Consultant Personnel and Client Personnel) without the express, written consent of Consultant, which consent may be withheld. Upon request of Consultant, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of Consultant.

- 10. Non-Diversion.** Client agrees that during the term of this Agreement and for a period of one year following the termination of this Agreement, Client will not recruit or hire any employee, agent, representative or subcontractor of the Consultant ("Consultant Personnel"), nor will Client directly or indirectly contact or communicate with Consultant Personnel for the purpose of soliciting or inducing such Consultant Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than Consultant; or (b) to provide services to Client or any other person, firm or entity except as an employee or representative of the Consultant. Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, Consultant, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.
- 11. Disclaimer of Warranties.** IT Services furnished under this Agreement are provided "as is" and, unless otherwise expressly stated in this instrument, without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, Consultant disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Consultant does not warrant that use of software or products furnished by consultant will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.
- 12. Limitation of Liability.** In no event shall consultant be liable to the Client or any other party for any special, exemplary, incidental, consequential, or direct damages, including but not limited to lost profits, whether arising out of contract, tort, strict liability or otherwise, other than gross negligence. In no way is Consultant responsible for any damages to the Client or any other party including but not limited to lost profits due to; data loss, the unavailability of or malfunctioning of any equipment, software, or service, whether provided by Consultant or any party

representing Consultant or otherwise. Consultant shall not be liable to Client for any failure or delay caused by event beyond Consultant's reasonable control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures, theft or delays in transportation or communication, failures or substitutions of equipment, labour disputes, accidents, shortages of labour, fuel, raw materials, equipment, technical failures, accessibility to work site, acts of God, or any other reason.

- 13. Actions.** No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.
- 14. Good Faith.** The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement.
- 15. Access.** Client agrees to maintain, where required, a full time, dedicated Internet connection and to allow the Consultant access to the Client's infrastructure. Client agrees to allow the Consultant employees or subcontractors access to its facilities in order to perform services under this Agreement. Client agrees to allow the Consultant access to the equipment. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands the Consultant may be unable to perform their duties adequately and if such a situation should exist, the Consultant will be held harmless. In the case of the Client residing in a facility with access controlled by a third party, the Client is responsible for obtaining proper and adequate permissions for the Consultant to enter and operate on the premises designated as the Client's work area. Client agrees to allow the Consultant to load any necessary management software on their systems. Client agrees to furnish the Consultant with Administrator-level password access for all covered equipment and servers, where necessary. The Consultant agrees not to prevent Client from accessing any equipment owned by the Client or Consultant.
- 16. Limitations of Technology.** The Client acknowledges that technologies are not universally compatible, and that there may be particular services or devices that the Consultant may be unable to monitor, manage, or patch. The Consultant agrees to inform the Client when such a situation arises. The Client agrees to correct the situation if applicable, and to hold the Consultant harmless in any case. Patches and antivirus definitions are distributed by their respective software vendors, and as such, the Consultant has no direct control over the effectiveness or lack thereof of the software being applied. The Consultant shall not be held responsible for interruptions in service due to patches released by software vendors.
- 17. Authority.** Client signatory represents and warrants that it has full corporate power and authority to execute this Agreement to bind their company. Only individuals with title of Chief Executive, Chief Financial Officer, Owner or any person designated by any of those individuals shall have power and authority to bind Client.
- 18. Miscellaneous.** This instrument contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. Consultant is

an independent contractor and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. The headings contained herein are for convenience of reference only, and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws of the State of Victoria. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

**19. Confidentiality.** All our representatives are required to sign a confidentiality agreement. This agreement includes the maintaining of confidentiality for Our clients and their data.