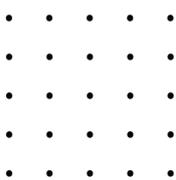
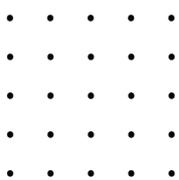


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TERMS AND CONDITIONS OF SERVICE FOR CIPHRETECH IT

1. INTRODUCTION AND SCOPE

- 1.1. These Terms and Conditions ("Terms") govern the sale, provision, and use of services provided by CiphreTech IT, ABN 15 638 791 429, including managed IT services, cybersecurity, cloud computing, IT consultancy, VoIP solutions, backup and disaster recovery, and related technology offerings.
- 1.2. These Terms, together with any Service Agreement, Quotation, or Proposal issued by CiphreTech, form the entire agreement ("Agreement") between CiphreTech and the Client. They supersede all prior oral or written agreements, understandings, or representations.
- 1.3. By accepting a Proposal, signing a Service Agreement, or utilising services provided by CiphreTech, the Client agrees to be bound by these Terms.
- 1.4. Unless expressly agreed otherwise in writing, these Terms apply to all services, software, hardware, and other deliverables provided by CiphreTech.
- 1.5. Detailed service descriptions, SLAs, and exclusions are set out in the attached Schedules and form an integral part of this Agreement.
- 1.6. If there is any inconsistency, the Order of Precedence in clause 3.5 applies. Where a Proposal/Order Form expressly states it prevails over specific terms, that statement will apply to that inconsistency only.

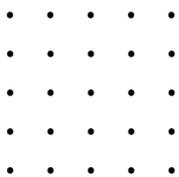
2. DEFINITIONS

- **CiphreTech:** Refers to CiphreTech IT, including its officers, employees, contractors, and authorised representatives.
- **Client:** The party purchasing or receiving services from CiphreTech.
- **Services:** Refers to the IT-related offerings described in this Agreement and the Proposal.
- **Goods:** Hardware or other physical items provided by CiphreTech.
- **Proposal:** A document detailing the services, deliverables, pricing, and Payment Schedule.
- **Agreement:** The collective contractual arrangement comprising these Terms, the Proposal, and any attachments.
- **Third-Party Components:** Hardware, software, or services sourced from external suppliers.
- **Payment Schedule:** The timeline and terms for payments as set out in the Proposal.
- **Force Majeure:** Events beyond reasonable control, such as natural disasters, cyberattacks, pandemics, utility failures, supplier insolvency, or government actions.

- **Schedule:** An annexed document outlining specific terms or scopes.
- **Service Level Agreement (SLA):** A document specifying service categories, response times, and performance obligations.
- **Premium Support:** A higher service tier providing enhanced response times and 24/7 coverage.
- **Incident:** A disruption or degradation of a service, system, or component requiring remediation.
- **Managed Device:** Any hardware or endpoint explicitly included under the client’s service agreement or Proposal for management.
- **Block Hours:** Pre-purchased support hours to be used on a time and materials basis for approved services.
- **Emergency Callout: “Emergency”** means a **P1** incident (critical business-wide outage, ransomware, complete loss of a critical system) as defined in the SLA.
- **Business Hours:** Business Hours means the standard support window for the relevant Site as specified in the applicable SOW/Annexure. Where not specified, Business Hours mean Monday to Friday, 8:30 AM to 5:30 PM local time at the Site, excluding public holidays.
- **After-Hours** means any time outside Business Hours.

3. ENTIRE AGREEMENT

- 3.1. These Terms, together with the Quote or Service Agreement, constitute the entire agreement between CiphreTech and the Client.
- 3.2. Any additional or conflicting terms proposed by the Client shall be void unless expressly agreed in writing by CiphreTech.
- 3.3. Amendments or modifications to this Agreement must be in writing and signed by both parties. No verbal agreements, representations, or modifications shall be binding unless documented and agreed to in writing by authorised representatives of both parties.
- 3.4. Except where specifically stated, neither party may unilaterally vary these Terms. All changes must be mutually agreed in writing. CiphreTech may update operational documentation (e.g., technical specifications or support processes) with 30 days' notice, provided such updates do not materially reduce the level of service.
- 3.5. Order of Precedence. If there is any inconsistency, the following order applies:
 - 3.5.1.a signed Order Form / Proposal / SOW (only for the specific items it expressly varies);
 - 3.5.2.these Terms and Conditions of Sale;



3.5.3.the Service Level Agreement (SLA);

3.5.4.Schedules and Policies.

3.6. The SLA prevails over general statements in these Terms solely for service performance metrics (priority definitions, response/resolve targets, escalation, service hours, reporting). The SLA does not vary liability, indemnities, IP, insurance, confidentiality, data protection, termination, governing law, or dispute resolution unless a Director of CiphreTech signs an express variation referencing the exact clause varied.

4. SERVICES AND DELIVERABLES

4.1. CiphreTech offers three managed service tiers—Basic, Standard, and Premium—as outlined in Schedule 1. Bespoke project-based consulting and support may be agreed in writing.

4.2. Clients may customise packages by adding optional services, subject to written agreement. All service tier inclusions and definitions are maintained in Schedule 1. These are kept current and act as the single source of truth. Where client-supplied hardware is deployed, CiphreTech will quote setup and configuration separately unless explicitly included in the Proposal or service tier.

4.3. CiphreTech reserves the right to update or modify services upon 30 days' written notice, provided such changes do not materially degrade service quality.

4.4. If a specified component becomes unavailable, a comparable or superior alternative will be offered with Client approval.

4.5. All service limitations and exclusions are outlined in Schedule F.

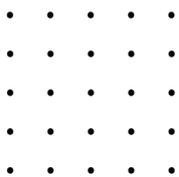
5. PERSONAL PROPERTY SECURITIES

5.1. Title to Goods remains with CiphreTech until paid in full. The Client grants CiphreTech a security interest in the Goods (and proceeds) to secure payment, including a PMSI where applicable. The Client consents to PPSR registration and waives to the extent permitted all PPSA notice requirements (including under ss 95, 118, 121(4), 123(2), 125, 130, 132, 135, 157). The Client must do all things CiphreTech reasonably requires to perfect and maintain its security interest and must not create any interests that rank ahead of CiphreTech's interest.

6. PRICING, INVOICING, AND PAYMENT TERMS

6.1. Prices for all services are exclusive of GST unless otherwise stated. GST and any applicable taxes will be added to invoices.

6.2. Billing frequency may be monthly, quarterly, or annually, as agreed in the Proposal. Invoices are payable within 14 days of issuance.



- 6.3. Acceptable payment methods include bank transfer, credit card, or approved direct debit arrangements.
- 6.4. Late payments incur 3% monthly interest. CiphreTech may suspend services upon written notice if payment is not received within 14 days of due date.
- 6.5. The Client is liable for all reasonable legal, enforcement, and collection costs associated with overdue amounts.
- 6.6. Prices for third-party goods or services procured by CiphreTech may be subject to changes from suppliers, which will be passed on to the Client with prior notification.
- 6.7. Replacement parts and material costs are subject to assessment based on the specific service requirements. Any costs exceeding the predefined cost thresholds will be quoted separately. CiphreTech will provide a detailed estimate, and client approval will be obtained before any additional work proceeds. Setup and configuration of new hardware (e.g., firewall, server, switch, laptop) is not included in the hardware price unless stated in the Proposal and will be quoted separately.
- 6.8. A deposit of up to 50% of the total contract value may be required for large-scale engagements.
- 6.9. CiphreTech reserves the right to adjust fees annually based on inflation indices or market conditions. Annual fee adjustments apply to monthly and quarterly billing cycles. For annual payment clients, adjustments take effect upon renewal.
- 6.10. If you suspend the performance of Work (where you are expressly entitled to do so) or if we are delayed in the progress of Work by any matter outside our direct control, then we may issue an invoice to you for the Work we have performed even if we are not yet entitled to issue an invoice under the Payment Plan.
- 6.11. We may adjust our Fees annually, with the adjustment to take effect from 1st July in the relevant year. We will provide you with written notice of any adjustment of Fees before it takes effect.
- 6.12. If the Work includes the supply of any goods, then the risk with respect to those goods passes to you on delivery but property in those goods will not pass to you until you have paid us in full. We will remain the owner of the goods until you pay for them, and you will hold the goods on our behalf. You must safely and securely store the goods and must affect and maintain insurance against all insurable risks to the goods until you have paid us in full for the goods. If you fail to pay us for goods in accordance with our terms, then (without limiting our other rights) you must deliver the goods back to us (at your expense) if we demand this. If goods are not returned following our demand for return, you authorise us to enter your premises and to do all things reasonably required to remove the goods from your premises.
- 6.13. Clients must notify CiphreTech of any disputed charges in writing within seven (7) days of invoice issuance. Disputes raised outside this window will be considered accepted and payable in full.

6.14. In the event of cancelled work or returned goods, CiphreTech reserves the right to charge:

6.14.1. A restocking fee of up to [15%] of the item's value for hardware or goods procured; and

6.14.2. A cancellation fee equal to any work already performed, ordered goods, and any non-refundable third-party costs incurred.

7. SERVICE DELIVERY AND CLIENT OBLIGATIONS

7.1. CiphreTech will perform services with reasonable skill, care, and diligence, using qualified personnel and adhering to industry standards.

7.2. The Client must ensure unobstructed access to the property, systems, and necessary documentation. Any delays caused by the Client may result in rescheduling fees or additional charges.

7.3. Provide accurate and complete information, including all passwords, documentation, and contact details relevant to service execution.

7.4. The Client is responsible for maintaining a safe and secure environment for CiphreTech personnel and contractors while services are being performed.

7.5. The client must respond to service-related queries and approval requests in a timely manner to avoid delays or charges.

7.6. The Client is responsible for obtaining and maintaining any necessary permits or regulatory approvals required for the services. CiphreTech can assist upon request, but any delays or additional costs are the Client's responsibility.

7.7. The Client must comply with all obligations outlined in the Service Agreement. Delays, disruptions, or failures caused by the Client may result in additional fees, postponements, or rescheduling at CiphreTech's discretion.

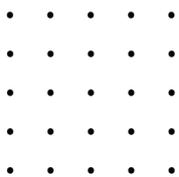
7.8. If the Client delays or cancels scheduled on-site work with less than 24 hours' notice, or blocks access to required systems or personnel, CiphreTech reserves the right to charge a rescheduling fee or invoice the time allocated.

7.9. Unless explicitly covered under a managed backup plan or agreed in writing, the Client remains responsible for ensuring its data is appropriately backed up.

8. EXCLUSIONS AND ADDITIONAL CHARGES

8.1. Unless expressly included in a Proposal or Service Schedule, the following are excluded from base service plans:

8.1.1. Hardware provisioning, procurement, and physical installation;



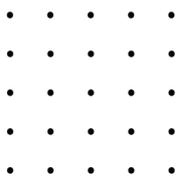
- 8.1.2. Advanced cybersecurity configuration (e.g., SIEM, ZTNA) unless quoted separately;
 - 8.1.3. Third-party vendor liaison (e.g., liaising with ISPs, application vendors);
 - 8.1.4. Out-of-hours support;
 - 8.1.5. Emergency incident response, breach recovery, and forensic analysis;
 - 8.1.6. Software licensing, renewals, and subscription fees;
 - 8.1.7. End-user training and onboarding (unless stated in writing).
- 8.2. All such exclusions are detailed in Schedule F: Exclusions & Additional Charges, which forms part of this Agreement. Unless agreed in writing, all such services will be charged based on the rates and terms set forth therein.
- 8.3. All application licences are quoted as optional. Hardware must be client-provided unless otherwise agreed.
- 8.4. Optional services (e.g., infrastructure upgrades, cloud transitions, projects) are quoted separately.
- 8.5. CiphreTech is not liable for any damages arising from third-party components used in the service. Warranties for these components are limited to those provided by third-party suppliers.

9. EMERGENCY SERVICES AND CALLOUTS

- 9.1. Emergency callouts are:
- 9.1.1. Charged at the Emergency Support Rate outlined in the Proposal or Schedule A; Subject to technician availability outside business hours.
 - 9.1.2. Prioritised for Premium tier clients.
- 9.2. Client pre-approval is required for all emergency parts exceeding \$500.
- 9.3. CiphreTech will use best efforts to respond promptly but does not warrant time-based outcomes for unscheduled or third-party issues.
- 9.4. **Charges:** After-Hours support is billed at the Emergency/After-Hours Rate with a three (3) hour minimum, then hourly increments, as stated in the applicable SOW or SLA.
- 9.5. **Pre-approval:** Client provides blanket pre-approval up to AUD \$500 for P1 after-hours actions to avoid delays; amounts above require phone/email approval from a nominated contact.

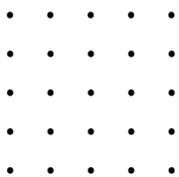
10. WARRANTIES AND LIABILITY

- 10.1. Subject to clause 10.3, CiphreTech's total aggregate liability to the Client arising out



of or in connection with this Agreement (whether in contract, tort including negligence, equity, statute or otherwise) shall not exceed the greater of:

- 10.1.1. the total Fees paid or payable by the Client to CiphreTech in the twelve (12) months immediately preceding the event giving rise to the claim; or
- 10.1.2. AUD \$2,000,000.
- 10.2. CiphreTech is not liable for any consequential, indirect, incidental, exemplary, special or punitive damages, including loss of profits, revenue, savings, goodwill, opportunity, use, data, business interruption, or the cost of substitute goods or services, even if advised of the possibility of such loss.
- 10.3. Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud, wilful misconduct, or any liability which cannot be excluded by law.
- 10.4. All caps apply in aggregate across the Term, regardless of the number of events or claims.
- 10.5. To avoid doubt, “consequential or indirect loss” includes loss of profit, revenue, anticipated savings, goodwill, data, opportunity, business interruption, or any special, exemplary or punitive damages, whether arising in contract, tort (including negligence) or otherwise.
- 10.6. The Client agrees to indemnify CiphreTech against any claims, costs, or damages arising from third-party actions directly related to the Client’s failure to comply with safety requirements or other contractual obligations.
- 10.7. Insurance Interplay. References to amounts recoverable under insurance in this Agreement are explanatory only and do not reduce or replace the liability caps in clause 10.1. Amounts are net of any deductible or excess. The Client acknowledges the Services are not insurance; the Client remains responsible for its own business continuity, data restoration and loss of income insurance.
- 10.8. Carve-out for Mandatory Law. Nothing in this Agreement excludes, restricts or modifies any consumer guarantees, warranties or other rights that cannot be excluded under applicable law; liability for any non-excludable obligation is limited to the remedies permitted by law.
- 10.9. **Non-variation of Liability/Indemnity.** Notwithstanding any Order Form, SOW or purchase order, clauses 10 (Warranties and Liability) and 11 (Indemnities) prevail over any inconsistent term unless a Director of CiphreTech executes a written variation that expressly identifies the clause varied and the new cap. General wording increasing CiphreTech’s liability is of no effect.
- 10.10. **Series of Claims.** The limits in clause 10.1 apply per claim and any series of related claims.



10.11. **Legacy Systems.** CiphreTech is not liable for faults, defects, data loss or security incidents arising from configurations or conditions existing prior to the Service Commencement Date, unless expressly scoped and remediated in writing.

11. INDEMNITIES

11.1. The Client indemnifies and holds harmless CiphreTech, its officers, employees and contractors from and against all third-party claims, liabilities, damages, costs and expenses (including reasonable legal fees) arising from:

- 11.1.1. the Client’s misuse of the Services;
- 11.1.2. any third-party claim relating to Client Data, systems, or instructions;
- 11.1.3. the Client’s breach of law or this Agreement.

11.2. CiphreTech indemnifies the Client against third-party claims alleging that the Services (excluding Client Data and third-party components) infringe intellectual property rights in Australia, provided the Client:

- 11.2.1. promptly notifies CiphreTech;
- 11.2.2. permits CiphreTech to control the defence/settlement; and
- 11.2.3. provides reasonable assistance. CiphreTech may modify the Services to avoid infringement or terminate the affected Services with a pro-rata refund for prepaid unused Fees. This indemnity does not apply to claims caused by Client modifications, combination with non-CiphreTech items, or use contrary to instructions. This clause states the Client’s sole and exclusive remedy for IP infringement.

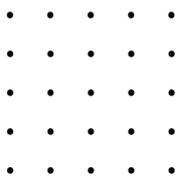
12. INTELLECTUAL PROPERTY

12.1. **Pre-Existing IP and Tools.** All intellectual property in CiphreTech’s pre-existing materials, methodologies, know-how, scripts, automation, templates and tools remains owned by CiphreTech or its licensors.

12.2. **Client Licence.** CiphreTech grants the Client a non-exclusive, non-transferable, revocable licence to use Deliverables solely for the Client’s internal business purposes for the Term.

12.3. **Third-Party Components.** Rights in third-party hardware, software and services are subject to the relevant vendor terms. CiphreTech does not grant any rights in third-party components.

12.4. **Fees for third-party vendor liaison and unscheduled escalations** are chargeable in accordance with Schedule F (Exclusions & Additional Charges) unless expressly included in an SOW.



13. THIRD-PARTY COMPONENTS AND VENDOR LIAISON

- 13.1. The Client acknowledges that the Services may rely on third-party hardware, software or services. Unless expressly included in an Order Form or SLA tier, liaising with third-party vendors (e.g., ISPs, application providers) is out of scope and is billed at CiphreTech’s then-current time-and-materials rates.
- 13.2. CiphreTech is not responsible for faults, delays or outages attributable to third-party components or providers, and no service levels apply to such items unless expressly agreed in writing.

14. PROJECT THRESHOLD

- 14.1. Work estimated to exceed the greater of eight (8) hours or AUD \$1,000 (ex GST) is “Project Work” and requires a separate Statement of Work (SOW) or Order Form. Project Work is not subject to SLA response or resolution targets unless expressly stated in the SOW.

15. AFTER-HOURS AND EMERGENCIES

- 15.1. Definitions. “Business Hours” means Monday–Friday, 8:30am–5:30pm local time (excluding public holidays) unless varied in an Order Form. “After-Hours” means outside Business Hours. “Emergency” means a P1 incident as defined in the SLA.
- 15.2. Rates and Minimums. After-Hours support is billed at the Emergency/After-Hours Rate with a three (3) hour minimum, then hourly increments, as stated in the applicable SOW or SLA.
- 15.3. Pre-Approval. The Client provides blanket pre-approval up to AUD \$500 (ex GST) for P1 After-Hours actions. Amounts above this require phone/email approval from a nominated contact.

16. DATA, BACKUPS AND CLIENT RESPONSIBILITIES

- 16.1. Managed Backups. Where a managed backup plan is expressly included in an SOW, CiphreTech will configure, monitor and report on backups for the in-scope systems. Restore testing and RPO/RTO commitments apply only as stated in the SOW or SLA.
- 16.2. Client Backups. Unless a managed backup plan is expressly included, the Client is responsible for backups of Client Data and systems. CiphreTech has no liability for data loss or recovery costs where backups are outside scope.
- 16.3. Client Responsibilities. The Client must provide timely access, approvals, accurate information and safe working environments. Failures may incur rescheduling or additional charges.

17. CONFIDENTIALITY AND DATA PROTECTION

- 17.1. Each party will keep confidential all commercially sensitive information and only use it to perform this Agreement.
- 17.2. CiphreTech will comply with applicable privacy law (including the Australian Privacy Act and APPs, and GDPR where applicable) and the data handling controls in Schedule B. Confidentiality obligations survive termination.
- 17.3. Data residency/transfer requirements (if any) will be set out in the Order Form/Schedule B. No client data is sold or shared except as required to deliver services or by law.

18. FORCE MAJEURE

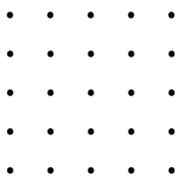
- 18.1. Neither party is liable for delay or failure (other than payment obligations) caused by events beyond reasonable control, including natural disasters, pandemics, terrorism, war, labour disputes, government action, utility or telecommunications outages, cyberattacks, or third-party supplier failures. SLAs are suspended for the duration. The affected party must notify the other and take reasonable steps to mitigate.
- 18.2. In addition to extreme weather and natural disasters, Force Majeure includes disruptions in supply chains, labour strikes, and sudden regulatory changes.
- 18.3. If a Force Majeure event continues for more than sixty (60) days, either party may terminate the Agreement without penalty by providing written notice.

19. INSURANCE

- 19.1. CiphreTech maintains insurance cover appropriate for an IT services provider. Evidence of cover can be provided upon reasonable request. CiphreTech does not warrant that any insurance will respond to any particular claim; the Client remains responsible for its own insurance arrangements.

20. DISPUTE RESOLUTION AND GOVERNING LAW

- 20.1. Initial Resolution Efforts: Any disputes arising under these Terms must first be addressed through negotiation in good faith. If negotiation fails, the parties agree to pursue mediation before escalating to arbitration or litigation.
- 20.2. Enhanced Alternative Dispute Resolution (ADR) Clause: Before initiating any legal action, both parties must attempt to resolve the dispute through mediation or, if agreed, binding arbitration. Any legal proceedings must be conducted exclusively in the courts of South Australia.
- 20.3. Severability of Invalid Provisions: If any provision of these Terms is found to be invalid, unenforceable, or illegal, that provision will be deemed modified or removed to the extent necessary to comply with the law. The remaining provisions will continue in full force and



effect.

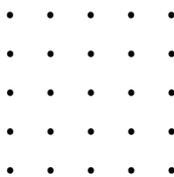
- 20.4. Formal Notices: Notices or other communications must be delivered by hand, registered mail, or email. All notices must be noted as received by CiphreTech.
- 20.5. Governing Law: These Terms are governed by and construed in accordance with the laws of South Australia. Any disputes will be adjudicated in the courts of South Australia.

21. MISCELLANEOUS PROVISIONS

- 21.1. Severability: If any part of these Terms is deemed invalid or unenforceable, the remainder will continue to be valid and enforceable.
- 21.2. Assignment of Rights and Obligations: The Client may not assign or transfer its rights or obligations under these Terms without the prior written consent of CiphreTech. CiphreTech reserves the right to assign its rights or subcontract its obligations at its discretion.
- 21.3. Amendments: Any amendments or modifications to these Terms must be made in writing and signed by authorized representatives of both parties.
- 21.4. Survival of Provisions: Provisions related to confidentiality, intellectual property rights, indemnification, and limitations of liability will survive the termination or expiration of this Agreement.
- 21.5. Waiver of Rights: No waiver of any right or provision of these Terms will be effective unless in writing and signed by the party granting the waiver. A failure to enforce any right does not constitute a waiver of future enforcement of that right.
- 21.6. All provisions concerning confidentiality, IP, limitation of liability, and indemnities survive termination.
- 21.7. The Client confirms it has not relied on any statements or representations not included in this Agreement.
- 21.8. CiphreTech may engage subcontractors for the delivery of services (including but not limited to cabling, VoIP, or infrastructure deployment), provided CiphreTech remains responsible for their performance.
- 21.9. The provisions of this Agreement relating to confidentiality, intellectual property, limitations of liability, indemnities, and termination rights shall survive the termination or expiration of the Agreement.

22. ADDITIONAL TERMS

- 22.1. Non-Solicitation Clause: The Client may not solicit or hire employees or contractors of CiphreTech for a period of 12 months following the termination of this Agreement. Breach of this clause will result in liquidated damages equal to 12 months' salary of the affected



employee or contractor. This is a genuine pre-estimate of loss and not a penalty.

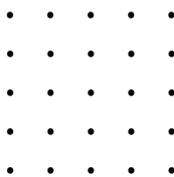
- 22.2. The Client acknowledges that CiphreTech may refer Clients to third-party hardware leasing providers. CiphreTech is not a party to, nor liable for, the terms, delivery, pricing, or obligations under any leasing arrangement. Referral to a third-party provider is made solely for the Client's convenience and is not an endorsement or guarantee of service.

23. TERMINATION AND EXIT

- 23.1. Convenience. Either party may terminate month-to-month services on 30 days' notice; annual contracts require 60 days' notice.
- 23.2. Early Termination. If the Client terminates without cause during a fixed term, the Client shall pay: (a) 50% of the Fees remaining for the term as a genuine pre-estimate of loss; and (b) all non-refundable third-party costs and any custom goods/services procured for the Client.
- 23.3. Exit Assistance. On termination, CiphreTech will provide reasonable transition assistance at then-current rates. The Client must pay all Fees up to termination, retrieve data before termination, and return or cease use of CiphreTech materials.
- 23.4. CiphreTech may terminate immediately if:
- 23.4.1. Payment is more than 30 days overdue.
 - 23.4.2. The Client commits a material breach and does not remedy within 10 days of notice.
 - 23.4.3. The Client becomes insolvent, bankrupt, or subject to winding up.
- 23.5. CiphreTech may suspend services (without terminating the Agreement) if the Client fails to comply with its obligations, including payment or cooperation.
- 23.6. CiphreTech may suspend services without terminating the Agreement if the Client fails to comply with material obligations, including payment or required cooperation. Suspension does not waive or reduce the Client's contractual payment responsibilities.

24. ACCEPTANCE

- 24.1. Acknowledgment of Agreement: By accepting a Proposal, entering into a Service Agreement, or otherwise engaging CiphreTech, the Client confirms their acceptance of these Terms.
- 24.2. Authority to Accept: Any individual accepting the Proposal or entering into a Service Agreement on behalf of the Client warrants that they have the authority to bind the Client and that the Client has read and understood these Terms.



ANNEXES AND SCHEDULES

Schedule 1: Service Tiers & SLA

Schedule A: Service Level Agreement

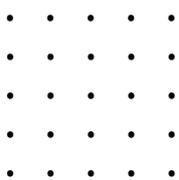
Schedule B: Data Privacy & Security Compliance

Schedule C: Managed Services Scope

Schedule D: VoIP & Unified Communications

Schedule E: Third-Party Leasing Disclaimer

Schedule F: Exclusions & Additional Charges



SCHEDULE 1: SERVICE TIERS

All service performance metrics (priority definitions, response and resolution targets, escalation and support windows) are set out exclusively in the standalone Service Level Agreement referenced in clause 3.5.

This Schedule is limited to service tier descriptions only.

Service Tiers

Tier	Inclusions
Basic	Remote support, patching, antivirus, system reporting
Standard	Basic + cloud management, endpoint security, infrastructure monitoring
Premium	Standard + 24/7 monitoring, DR testing, priority support, P1 escalations

Cloud Hosting Services

- **Uptime Guarantee:** 99.9% monthly availability
- **Scheduled Maintenance:** Minimum 48 hours' notice

Cybersecurity Monitoring

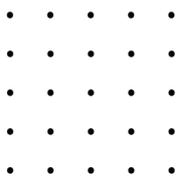
- 24/7 system monitoring
- Threat alerts within 30 minutes
- Weekly reports for Premium clients

Backup & Disaster Recovery

- Daily backups, 30-day retention
- Monthly restore tests (Premium only)
- **DR event response time:** within 2 hours

SCHEDULE B: DATA PRIVACY & SECURITY COMPLIANCE

Clients requiring a formal Data Processing Agreement (DPA) for GDPR or ISO-aligned compliance may request one. This may incur a setup and review fee.



Legislative Compliance

CiphreTech complies with:

- Privacy Act 1988 (Cth) and Australian Privacy Principles (APPs)
- GDPR (where applicable)
- Industry data protection and cybersecurity standards (e.g. ISO 27001-aligned)

Data Handling

- No client data will be sold or shared, except where required to deliver services
- Hosting partners are subject to strict data protection and access controls

Data Retention & Deletion

- Data is retained up to 30 days after service termination, unless required longer by law.
- Clients may request data exports or full deletion

Data Breach Notification

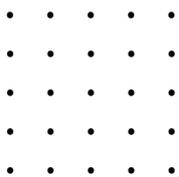
- In the event of a confirmed notifiable data breach, CiphreTech will notify affected clients without undue delay and, where applicable under GDPR, within 72 hours of becoming aware.

SCHEDULE C: MANAGED SERVICES SCOPE

Inclusions (per agreement)

- 24/7 performance & threat monitoring (Premium)
- Remote support & helpdesk
- Patching, AV/endpoint security
- Scheduled cloud, server, and workstation backups
- Asset and license tracking
- Incident and SLA reporting

Exclusions (unless agreed in writing)



- Hardware procurement or leasing
- Application-level support (e.g. custom software)
- User training or onboarding
- Third-party compliance (unless scoped)
- Shared devices exceeding standard user-device ratio

Optional Add-Ons

- Projects & migrations (billed separately)
- Block time support
- Onsite escalation support
- Cybersecurity compliance audits

SCHEDULE D (OPTIONAL): VOIP & UNIFIED COMMS

Service Scope

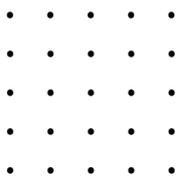
- VoIP system setup, device provisioning
- Number porting, SIP trunk config
- Teams/Zoom integration (if scoped)
- Hosted PBX and real-time monitoring
- QoS tuning & bandwidth analysis

SCHEDULE E: THIRD-PARTY LEASING DISCLAIMER

CiphreTech may introduce clients to third-party leasing providers but does not guarantee or accept liability for leasing terms, performance, or pricing. Referral commissions, if applicable, will be disclosed in writing.

SCHEDULE F: EXCLUSIONS & ADDITIONAL CHARGES

This Schedule forms part of the Agreement between CiphreTech IT and the Client and outlines services



and costs that are excluded from standard service packages or subject to additional fees.

GENERAL TERMS

Unless explicitly included in the Proposal or Service Agreement, the following services are excluded or incur additional charges. CiphreTech will notify the Client in advance where such additional charges apply and seek written approval prior to proceeding, unless otherwise agreed in writing.

Unless agreed and scoped separately, the following are excluded:

- 1.1.1. Custom SharePoint or PowerApps development
- 1.1.2. User training or onboarding workshops
- 1.1.3. Support for hardware not purchased via approved vendors
- 1.1.4. Emergency work not related to P1
- 1.1.5. Unsupported third-party software
- 1.1.6. Backup restoration for systems not under managed backup
- 1.1.7. Support of any specific application for production, warehouse, Logistics applications
- 1.1.8. Any new system implementation (hardware and application) after July 2025

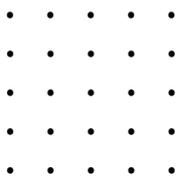
Setup and configuration of any new hardware (firewall, switch, server, etc.)—whether supplied by the client or CiphreTech—is quoted separately unless expressly included in the proposal.

FIREWALL SERVICES

EXCLUSION TYPE	DESCRIPTION
Hardware Replacement	Replacing faulty or end-of-life hardware or provisioning new firewall hardware not included in the support plan.
Third-Party Vendor Costs	Licensing or costs related to third-party tools, vendor support escalation, or ISP-related outages.
Non-Standard Configurations	Complex integrations or support for legacy systems that require extended configuration.
Emergency Incident Response	After-hours breach response, forensics, and legal liaison (unless covered under Premium).
On-Site Support	Travel and labour for on-site service if not covered in the service tier.
Out-of-Scope Changes	Temporary rules, large-scale policy changes, or one-off project-related configuration tasks.
Advanced Security Measures	Optional tools such as ZTNA, threat intelligence feeds, or cloud firewall management that require separate licensing.

NETWORK SWITCHES

EXCLUSION TYPE	DESCRIPTION
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Hardware Replacement	New or replacement switch hardware not included in service plans.
Network Redesign	Major changes to network topology or infrastructure redesigns.
Non-Standard Configurations	Support for unsupported or legacy switch infrastructure or VLANs.
Emergency Response	Unscheduled same-day support or site visits not agreed under the SLA.

SERVER INFRASTRUCTURE

EXCLUSION TYPE	DESCRIPTION
Non-Standard Configurations	Support for legacy or unsupported server operating systems.
Extended Data Recovery	Data restoration efforts exceeding the agreed Recovery Time Objective (RTO).
Cloud Cost Optimisation	Strategic budgeting, billing analysis, and cost planning for cloud platforms.

BACKUP INFRASTRUCTURE

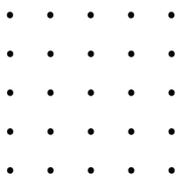
EXCLUSION TYPE	DESCRIPTION
Additional Storage & Licensing	Excess cloud storage usage or backup tool licensing beyond package limits.
Onsite Media Handling	Handling, transport, or disposal of physical media for backups.

MICROSOFT 365 (OFFICE 365)

EXCLUSION TYPE	DESCRIPTION
Advanced Security Compliance	SIEM integration, legal hold configuration, or other enterprise compliance features.
Custom SharePoint Development	PowerApps, CRM integrations, or SharePoint automation beyond provisioning.

DESKTOP SUPPORT

EXCLUSION TYPE	DESCRIPTION
After-Hours Support	Support outside standard business hours unless explicitly included in the plan.
End-User Training	Custom training for internal staff or departments.



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