

# Arinda Technical Support Agreement

**THIS AGREEMENT is made between Arinda Holdings Pty Limited ABN 27 091 309 572 trading as Arinda Internet (“Arinda”) and its clients and customers (“the Client”).**

## 1. General

- 1.1. This Technical Support Agreement (“the Agreement”) aims to make clear the terms and conditions (the “Terms”) by which Arinda Holdings Pty Limited, trading as Arinda Internet (“Arinda”) will provide technical assistance and support (“Support”) to its clients and their staff (“the Client”).
- 1.2. Arinda prides itself on its level of technical support, and will endeavour to help resolve any relevant technical support issue the Client may have. However, these Terms are designed to prevent abuse of our Support services, and to allow for fair and reasonable access to our technical support services.
- 1.3. The Client understands that the purpose of the Support service is to assist with diagnosing and resolving technical problems specifically for Surf Easy products and services and other third-party products and services purchased from Arinda (“the Equipment”). The Support services are not intended for general business support or business advice or for support of any products or services acquired from other suppliers.
- 1.4. The Terms of this Agreement are subject to change at any time without notice. The latest version of the Support Agreement will always be available online from the Arinda website.
- 1.5. Nothing in this Agreement shall replace or affect any manufacturer’s warranty on hardware, nor any third-party support plans.

## 2. Support Plans

- 2.1. Arinda offers several levels and types of Support, packaged into different Support Plans. For the Client to receive any support from Arinda, they must first be subscribed to one of the available Support Plans.
- 2.2. Unless otherwise agreed in writing, the Client must subscribe to the same Support Plan for all their Equipment.

*For example, the Client cannot subscribe to an Email Support Plan for some of their internet cafe terminals, and an Extended Support Plan for their other internet cafe terminals.*

- 2.3. Arinda currently offers the following Support Plans. These Support Plans are subject to change without notice. More information on the Support Plans is available from the Arinda website.

### i) **Email Support Plan**

Free email support provided during standard business hours. There is no on-call support and no support via remote access. There is also no direct end-user support under this plan.

**ii) Lite Support Plan**

Email, on-call support and remote access support during standard business hours for clients with one or two Surf Easy products. There is no direct end-user support under this plan.

**iii) Standard Support Plan**

Email, on-call and remote access support during standard business hours. There is no direct end-user support under this plan.

**iv) Extended Support Plan**

Email, on-call and remote access support from 8am to 8pm, 365 days per year, including direct end-user support.

**3. Support Period**

- 3.1. The Agreement is for 12 months commencing from the date of subscription to the Support Plan (“the Support Period”).

**4. Support Fees**

- 4.1. The Client must subscribe to one of the available Support Plans.
- 4.2. Support Plan fees are calculated based on the number of devices and terminals. Minimum fees also apply to each Support Plan. See the Arinda website for more information.
- 4.3. Arinda reserves the right to vary the Support Plan fees at any time, but any new plan pricing will not be applied to the Equipment already covered by the Support Plan until the Support Plan terminates, expires, or is renewed.
- 4.4. The Client must pay the subscription fee for their chosen Support Plan annually in advance, unless otherwise agreed. Clients on the Extended Support plan may elect to pay by the month.
- 4.5. Where new Equipment is added or deployed during the Support Period, then the subscription fee for those terminals or devices will be due and payable at the time of purchase, and will be charged at a pro-rata rate from the date of purchase to the end of the Support Period.

**5. Support Hours**

- 5.1. All times quoted here are based on Queensland Standard Eastern Time. Please note that Queensland does not observe daylight savings time.
- 5.2. For the Email Support Plan, Lite Support Plan, and the Standard Support Plan, the hours of operation are Arinda’s standard business hours, being Monday to Friday, 9am to 5pm. These plans exclude weekends and public holidays.
- 5.3. For the Extended Support Plan, the hours of operation are from 8am to 8pm, 7 days per week, including public holidays. The extended coverage hours (i.e. 8am to 9am, and 5pm to 8pm, and weekends and public holidays) are

available for end-user support and mission critical technical support issues. The extended coverage hours are intended for support relating to keeping your Equipment operational for end-user access. Any non-critical support issues (i.e. support issues not affecting end-users) should instead be raised during standard business hours.

*For example, an issue with accessing the online management web portal, which does not affect user access, and is therefore not mission critical, should be raised with Arinda support during normal business hours.*

5.4. Public holidays include local Queensland and national Australian public holidays.

## **6. Products Covered**

- 6.1. Arinda will provide the Client with Support only for products and services the Client has purchased from Arinda ("the Equipment").
- 6.2. Arinda will not provide Support for any products or services purchased or otherwise acquired from any other supplier or manufactured by another supplier.
- 6.3. Arinda will not provide Support for any products installed on a computer which does not meet the minimum hardware requirements specified for those products.

## **7. Support Methods**

- 7.1. For the Email Support Plan, Arinda will only provide Support via email ([support@arinda.com.au](mailto:support@arinda.com.au)) ("the Support Methods").
- 7.2. For the Lite Support Plan, Standard Support Plan, and the Extended Support Plan, Arinda will provide Support via the following methods ("the Support Methods"):
  - i) email ([support@arinda.com.au](mailto:support@arinda.com.au))
  - ii) telephone (1300 882 780)
  - iii) LogMeIn remote access software (<http://www.logmein.com>)
- 7.3. There is no on-site assistance included in any of the Support Plans.
- 7.4. Arinda does not operate a call-back service. The Client must call Arinda if they wish to receive support over the telephone.

## **8. Direct End-User Support**

- 8.1. The Email Support Plan, Lite Support Plan and Standard Support Plan do not include any direct end-user support. A Client on any of those Support Plans is expected to handle their own end-user support, and must not direct or allow users to contact Arinda directly.
- 8.2. The Extended Support Plan does include direct end-user support. A Client with a subscription to the Extended Support Plan may display and promote the Arinda 1300 phone number and the Arinda support email address to

their end-users, and may direct end-users to contact Arinda directly for Support during the Support Hours. Any display of the Arinda 1300 number or email address must also include a statement of the Support Hours.

## **9. Outsourcing of Support**

9.1. Arinda may use any third party suppliers and contractors for the supply of support services ("Third Party Suppliers"). The Client agrees that they will not directly contact any of Arinda's Third Party Suppliers for any reason unless specifically instructed to do so by Arinda. The client agrees that if they do contact one of Arinda's Third Party Suppliers that they will be liable for all costs imposed on Arinda by those Third Party Suppliers.

## **10. Support Service Inclusions**

10.1. All Support will be provided from Arinda's office(s) via the Support Methods.

10.2. There is no on-site assistance provided with any Support Plan. On-Site assistance can be purchased separately on a charge per-hour basis.

10.3. As part of each Support Plan, Arinda agrees to provide the following Support to the Client:

- i) general assistance with initial setup (excluding software installation services which are available for purchase separately)
- ii) assistance with progressing a warranty claim with a manufacturer for a product purchased from Arinda
- iii) access to online software updates for Surf Easy software
- iv) assistance with settings and configuration changes
- v) assistance with internet content filtering settings in OpenDNS.org
- vi) assistance with general product trouble-shooting
- vii) basic assistance with hardware diagnostics and fault detection
- viii) basic network troubleshooting
- ix) direct end-user assistance and support (only for Clients on the Extended Support Plan)

10.4. The Client is obviously free to perform online updates for their Equipment at any time.

10.5. The Client can use their own IT contractors, but Arinda reserves the right not to provide Support for issues it determines are caused by the use of those third party contractors or suppliers.

## **11. Support Service Exclusions**

11.1. The Support services commence post installation. The Support services do not replace or in any way negate the need for the separate Surf Easy Installation Services offered by Arinda. If the Client wants Arinda to install Surf Easy software on a new computer, or if they want assistance completing the installation themselves, then they must separately purchase a Surf Easy Installation Service.

11.2. The Support Plan specifically excludes all of the following:

- i) any on-site work or site visits (these services are available for a separate fee)
- ii) installing or reinstalling Surf Easy software or otherwise running up or deploying new machines (these Surf Easy Installation Services are available separately)
- iii) any hardware repairs, any replacement hardware parts or physical repairs (these may be covered separately by product warranties or otherwise are available for a fee)

- iv) any shipping or freight charges incurred in providing the Support
- v) support for systems that do not meet the relevant minimum hardware requirements
- vi) any artwork, graphic design, or web design work, including custom pictures or web pages
- vii) internet connection issues where the Client is using a third-party ISP (please contact your ISP)
- viii) any assistance outside of the Support Hours
- ix) profitability analysis, or other financial advice
- x) any assistance with lease negotiations, site selection, fitout or design work, or other general business advice

11.3. Arinda can provide the services listed at item 11.2 for a separate fee per hour, plus shipping, incidentals and travel expenses, however not all of these additional services are available in all areas.

11.4. If the Client makes any unapproved or unsupported modifications to the Equipment, such as non-standard hardware configuration changes, or the installation of incompatible third-party software, then those systems may no longer be subject to Support under this Support Agreement. In such cases Arinda reserves the right not to Support those systems until the Client has removed the modifications. To avoid this scenario, Arinda highly recommends that the Client first seeks the advice of Arinda before proceeding with any configuration or setup changes.

11.5. The Client can request new features or changes to the Surf Easy products and services, but such modifications are outside the scope of the Support Plan, and will be treated as a product improvement suggestion. Arinda maintains full discretion over what suggestions are implemented, and the time line for implementation.

## **12. Outstanding Invoices**

12.1. Arinda reserves the right not to provide Support to the Client if they have any overdue or outstanding invoices or money owing to Arinda. In such cases, the Client must pay all overdue invoices owed to Arinda before Arinda will continue to provide Support.

## **13. Procedure**

13.1. For the Email Support Plan, Lite Support Plan, and Standard Support Plan, the Client is expected to first attempt to resolve the problem themselves, using the information available in the Equipment user manuals and the information available on the Support Pages of the Arinda website.

13.2. The procedure for requesting Support is as follows:

- i) Client notices a problem
- ii) Client gathers more information about the problem and replicates the problem
- iii) Client attempts to resolve the problem themselves, referring to the Arinda website and any Product manuals
- iv) Client contacts Arinda Support during Support Hours using the Support Methods appropriate for their Support Plan
- v) Arinda responds to Client and helps the Client resolve the problem

#### **14. Use of Arinda's name, logos and trademarks**

- 14.1. Unless otherwise agreed in writing, the Client must not use the Arinda name, logos or trademarks. Nothing in this Agreement gives the Client the right or permission to use Arinda's name, logos or trademarks.
- 14.2. Nothing in this Agreement is creating any relationship of employee, partnership, principal and agent, or joint venture with the Client and the Client remains independent from Arinda. Additionally, the Client must not in any way maintain or give the impression to any third party that it has the relationship of employee, partnership, principal and agent, or joint venture with Arinda.

#### **15. Service Levels and Response Times**

- 15.1. Arinda will use their best endeavours to provide the Client with Support sufficient to provide the necessary information and assistance to resolve the support issue.
- 15.2. Arinda will use its best endeavours to ensure Support is readily available during Support Hours, however this is not guaranteed.
- 15.3. The Client understands that Arinda may not be able to answer every support call. The Client understands that Arinda may use voice-mail and other recorded messaging services on their telephone support line.
- 15.4. There are no service level guarantees for the supply of Support. There are no minimum or standard response times.
- 15.5. Arinda is not responsible for any call costs incurred by the Client in resolving any support issue. Arinda does not operate a call back service, except in the event that Arinda was unable to immediately answer the call during the Support Hours in which case Arinda will call the Client back.

*For example, the Client cannot email or SMS Arinda asking for Arinda to call the Client back. The Client is expected to call Arinda if they want to receive assistance over the phone. However, if the Client calls Arinda and Arinda cannot answer the call and the Client leaves a message, then Arinda will call the Client back.*

#### **16. Priority of Response**

- 16.1. All requests for support will be placed in a queue and will be prioritised by their urgency, taking into account the impact on end users and the number of users or terminals affected.
- 16.2. Arinda has the sole discretion in the prioritising of all support issues.

#### **17. Client's Commitment and Undertaking**

- 17.1. The Client understands that they have ultimate responsibility for their business. The Client is obviously responsible for providing and ensuring the ongoing management, maintenance and security of their Equipment.

- 17.2. In the process of attempting to solve any problem, the client is expected to first reasonably attempt to resolve the problem themselves, using the information available in the relevant product manuals and the information available on the Support Pages of the Arinda website, before contacting Arinda for Support.
- 17.3. When reporting a support issue to Arinda the Client understands and agrees to provide Arinda with as much information as possible to help diagnose and resolve the issue. Furthermore, the Client must provide Arinda with accurate and truthful information and keep Arinda informed of any changes thereto.
- 17.4. The Client understands that Arinda will help assist them to resolve the support issue, and that the Client may be required to complete certain steps and procedures themselves under the direction the Arinda support staff. Furthermore, the Client acknowledges that some support issues may not be able to be resolved without on-site assistance. The Client understands that Arinda may need to direct the Client to complete some steps and procedures on-site.
- 17.5. The Client understands that some support issues may not be able to be fixed remotely, and may require the Equipment be sent back to Arinda for testing, diagnosis or repair. Alternatively, Arinda may recommend that a local IT technician be engaged to perform on-site work. Any shipping or freight charges, or on-site technician costs, are to be paid by the Client.
- 17.6. The Client agrees to install LogMeIn software on their terminals so that Arinda support staff can provide remote access assistance.
- 17.7. The Client agrees to configure, or to allow Arinda to configure, any network devices for remote access and management through any firewalls or gateways so that Arinda support staff can provide remote access assistance.
- 17.8. The Client agrees to provide Arinda with any passwords required for access to the Products so that Arinda can provide support.
- 17.9. The Client agrees to notify Arinda of any changes to passwords, user accounts or IP addresses needed to remotely access the Products and associated network.

## **18. Privacy Statement**

- 18.1. Arinda will take care of any personal information the client provides us, in accordance with the Privacy Act 2001 and our Privacy Policy, which is available on the Arinda website at <http://www.arinda.com.au/>

## **19. Indemnity**

- 19.1. The client indemnifies Arinda in respect of all costs, damages and/or loss whatsoever including any third party claims or costs, howsoever arising from any support issue. This clause services termination of the Agreement.

## **20. Termination and Expiration**

- 20.1. This Agreement will automatically terminate at the end of the Support Period.

- 20.2. If the Client does not purchase another paid Support Plan then the Client will automatically revert to the Email Support Plan.
- 20.3. Arinda reserves the right to terminate the Agreement at any time. If the Agreement is terminated by Arinda then Arinda will partially refund to the Client the Support Plan Fee in proportion of the number of days remaining in the Support Period.
- 20.4. If the Agreement is terminated by the Client before the end of the Support Period then any remaining credit for the Support Plan Fee will be forfeited.
- 20.5. At the termination or expiry of the Extended Support Plan, the Client must immediately remove any public reference to the Arinda 1300 number or email address from the Equipment, and must inform their staff, and must no longer direct users to contact Arinda directly.