



# Telair Managed IT Services Master Services Agreement (MSA)

*Governing the provision of Managed IT Services, support, and related technology  
services delivered by Telair.*

**Parties:** This Master Services Agreement ("Agreement") is entered into by and between Telair Pty Ltd ("Telair") and the client named in the accompanying Quote ("Customer").

## 1. Services Provided

Telair shall provide Managed IT Services to the Customer as specified in the signed Quote. The Quote will define:

- The services and licensing to be delivered
- The quantities and associated pricing, including any recurring or one-off charges
- The minimum term and applicable billing cycle

The technical scope of services, including inclusions, exclusions, SLAs, and service levels, is defined in the *Telair Managed IT Service Schedule*, which forms an integral part of this Agreement. This Agreement applies to Customers receiving Managed IT Services under a fixed-term or recurring arrangement. Time-and-materials work may be quoted separately and performed under this Agreement where it complements a Managed IT Services relationship. Customers who engage Telair solely for ad-hoc support are subject to a separate agreement.

Where a Quote expressly incorporates this Agreement or the Service Schedule for a discrete hardware, licensing, configuration, or professional services engagement, the relevant provisions of this Agreement apply to that engagement even where the Customer has not purchased a recurring Managed IT Services plan.

## 2. Term and Termination

- The Agreement commences when Telair accepts the Customer's order. Billing for recurring services also commences at this point, including during onboarding activities such as audits, provisioning, or initial configuration. The Agreement continues for the term specified in the Quote.
- Fixed-term agreements automatically renew for successive one-year periods unless either party provides 90 days' written notice of non-renewal before the end of the then-current term. Upon renewal, Telair may update pricing to reflect current in-market rates, supplier costs, product packaging, or service scope applicable at that time. Telair will provide notice of the updated renewal pricing before, or together with, the first invoice to which the updated pricing applies. If the Customer provides notice of non-renewal but continues to receive services after the end of the fixed term without a new agreement being accepted by Telair, the services will be billed at Telair's then-current in-market retail rates for the applicable services, unless otherwise agreed in writing.
- Either party may terminate the Agreement if the other party materially breaches its obligations and fails to remedy the breach within 30 days of receiving written notice. Termination by the Customer does not remove their obligation to pay early termination fees or other charges incurred prior to termination.

- Either party may terminate this Agreement immediately by written notice if the other party becomes insolvent, enters into administration, has a receiver appointed, ceases to trade, or is in material breach of applicable law affecting its ability to perform under this Agreement.
- Early termination by the Customer will incur a fee equal to the remaining monthly charges for the contract term, plus any hardware, software, or onboarding subsidies or waivers.
- Upon termination, the Customer is responsible for transitioning data, backups, email services, and systems away from Telair-managed platforms. Telair will provide reasonable assistance on a time-and-materials basis. Telair-managed backups, monitoring agents, licences, and security services will be decommissioned within 30 days of termination unless otherwise agreed.

### **3. Licensing and Onboarding**

- All quantities, licensing, and support scope are based on information provided by the Customer at the time of quoting. These are subject to verification during the onboarding process.
- Telair will conduct an onboarding audit to assess the Customer's current IT environment. If this audit reveals additional configuration work, services, or licensing requirements beyond what was quoted, Telair will provide a separate quote for Customer review and approval before proceeding.
- All third-party software licences procured through Telair (e.g. Microsoft, Google, Sophos) will automatically renew unless the Customer provides at least 30 days' written notice of cancellation prior to the renewal date, or any longer notice period required by the relevant vendor or stated in the Customer's accepted Quote. Some third-party licences, subscriptions, or vendor commitments may be non-cancellable during the committed term.

### **4. Fees and Payment**

- Fees will be billed as per the Quote, with recurring services and once-off charges billed in advance, and usage-based or project-based services billed in arrears.
- Recurring charges will automatically increase with effect from 1 July each year. Unless otherwise stated in the applicable Quote, the annual adjustment will be the greater of three and a half percent (3.5%) or the Australian Consumer Price Index (CPI). Telair will provide notice of the adjusted charges before, or together with, the first invoice to which the adjusted charges apply. The Customer's continued use of the Services after the effective date constitutes acceptance of the adjusted charges.
- All charges are in AUD and exclusive of GST unless otherwise stated.
- Telair may adjust recurring charges to reflect changes in actual usage above agreed minimums, including additional users, seats, mailboxes, endpoints, servers, network devices, supported peripherals, licences, subscriptions, or other services added to or discovered in the Customer environment. Unless otherwise agreed in writing, additional

recurring charges apply from the date the relevant user, device, licence, subscription, or service is added or discovered.

- Invoices are payable within 15 days of issue. Services may be suspended for overdue amounts exceeding 45 days. Overdue invoices may incur a late payment fee of 2.5 percent of the invoice value, with a minimum charge of 25 dollars.
- Where Telair supplies third-party hardware, software, licensing, subscriptions, cloud services, security services, vendor support, or other supplier-provided products or services, Telair may pass through any increase in supplier costs, vendor pricing, foreign exchange impacts, taxes, duties, levies, regulatory charges, or other third-party charges from the date those costs are imposed on Telair. Telair will provide reasonable notice where practicable. These changes are separate from, and in addition to, Telair's annual 1 July price adjustment rights under this Agreement. Supplier-imposed or third-party pass-through increases are not considered discretionary fee changes by Telair for the purposes of this Agreement.

## **5. Support Hours and Availability**

- Business Hours: 8:30am to 5:00pm local time, Monday to Friday, excluding national public holidays and any additional public holidays observed at the Customer's primary site, for Australian-based sites.
- International users and sites are supported during Australian East Coast Business Hours, being 8:30am to 5:00pm AEST, Monday to Friday, excluding Queensland public holidays.
- 24x7 Emergency Support applies only to Severity 1 and 2 incidents and only where the Customer has purchased the applicable 24x7 Emergency Support add-on. Routine requests raised after hours are handled during Business Hours unless otherwise agreed.
- All users must be covered under the chosen support model. Partial user coverage is not permitted.

## **6. Service Level Agreement (SLA)**

Response targets are specified in the Telair Managed IT Service Schedule, available at <https://www.telair.com.au/policies/>. While Telair commits to reasonable efforts to meet these targets, no guarantee of resolution time is provided.

## **7. Managed Services Requirements**

To enable Telair to deliver Managed IT Services effectively, the Customer must ensure the following requirements are maintained:

- All users, devices, servers, and network equipment to be supported by Telair must be declared, documented, and included under an appropriate support plan.
- Telair-approved security controls, including endpoint protection, patching, MFA, and monitoring agents, must be installed and remain active on all supported systems unless otherwise agreed in writing.

- All infrastructure and devices must meet Telair's minimum supported standards, including but not limited to: supported operating systems, current firmware, and vendor-supported hardware.
- Networks, routers, switches, firewalls, and wireless equipment must be stable, licensed, and supported by their respective vendors.
- The Customer must ensure a reliable internet connection and internal network capable of supporting remote access tools and cloud services.
- Telair must be granted full administrative access to systems required to deliver the Services.
- No unauthorised changes may be made to Telair-managed systems, including network configurations, security settings, routing, firewalls, or administrative accounts.
- The Customer must ensure staff follow reasonable security practices, including MFA usage, password hygiene, and compliance with Telair's recommendations.
- Unsupported or end-of-life systems may be excluded from SLA response times and may require remediation before support can be provided.
- Telair may suspend or limit support for environments that pose security, operational, or stability risks until such risks are remediated.

## **8. Customer Responsibilities**

The Customer agrees to:

- Provide Telair with timely access to all systems, facilities, networks, and personnel required to deliver the Services.
- Nominate and maintain an authorised primary contact for operational and service-related matters.
- Ensure all users and supported devices remain assigned to an active Managed IT Services plan in accordance with the Quote.
- Promptly notify Telair of any changes to users, seats, mailboxes, devices, servers, network equipment, sites, licences, subscriptions, or other services that may affect the scope of Services or recurring charges.
- Provide and maintain all required administrative credentials, access tokens, API keys, and authentication needed for Telair to perform the Services.
- Maintain valid vendor support contracts for hardware, software, and third-party systems outside Telair's scope, ensuring vendors provide direct support for Line of Business applications.
- Ensure all operating systems, firmware, applications, and hardware are genuine, licensed, and vendor-supported, and replace equipment that has reached end-of-life or is no longer supportable.

- Notify Telair promptly of staffing changes, access termination requirements, security concerns, or any unauthorised or material system changes.
- Maintain adequate power, environmental conditions, and network connectivity required for supported ICT equipment and remote support tools.
- Acknowledge that support for home networks or personal devices is limited; Telair will provide reasonable efforts but such environments may not meet enterprise support standards.
- Protect any Telair-owned or Telair-supplied equipment from loss, damage, or theft.
- Back up all data not covered under Telair's Managed Backup Services and acknowledge responsibility for data protection where Telair-managed backup services are not in place.

This section covers the Customer's ongoing operational obligations. Technical, security, and infrastructure-level requirements are defined separately under Section 7 (Managed Services Requirements).

## **9. Exclusions and Limitations**

The following are excluded unless otherwise specified in writing:

- Support for Line of Business (LOB) applications.
- Projects, major changes, or network redesigns.
- Remediation of unauthorised third-party changes.
- Support for unregistered, unsupported, or personal devices.
- Configuration, setup, or deployment of new devices, hardware, or systems unless expressly included in the Quote.
- Offboarding activities, which are billed on a time-and-materials basis.
- On-site attendance outside business hours or at remote sites not included in the agreement.

## **10. Out-of-Scope Work and Physical Installations**

Projects, major onboarding or migration activities, and any work not explicitly defined in the signed Quote or Service Schedule will be scoped and quoted separately. Such work will only proceed following written Customer approval.

Telair does not perform structured cabling, wall-mounting, or physical installation services beyond standard rack-mount or on-desk/on-floor setups. Any such work must be performed by a licensed cabler or qualified electrician, arranged by the Customer or through a third party approved by Telair.

Telair may require remediation of non-compliant, insecure, unsupported, or end-of-life systems, devices, or configurations as a condition of providing or continuing support. Any required remediation work will be quoted separately and performed only with Customer approval.

## **11. On-Site Support**

On-site support is included where required, subject to Telair's reasonable use policy. A remote-first approach applies, and on-site attendance will be scheduled only when issues cannot reasonably be resolved remotely. Travel and labour costs for in-scope services are covered within metro areas as defined in the Service Schedule. Visits outside of these areas, or visits for excluded or billable services, may incur additional charges.

## **12. Confidentiality**

Each party agrees to protect the confidential information of the other and not disclose it to third parties unless required by law. This includes all technical, financial, and business information reasonably understood to be confidential.

## **13. Intellectual Property**

All intellectual property owned by a party prior to this Agreement remains the property of that party. Telair retains all rights, title, and interest in any intellectual property created or supplied in delivering the Services, including processes, documentation, automation, monitoring configurations, and tools. The Customer is granted a non-exclusive, revocable, non-transferable licence to use such materials solely for the duration of the Agreement. The Customer retains ownership of Customer Data.

## **14. Subcontractors**

Telair may use employees, contractors, affiliates, or subcontractors to deliver the Services. Telair remains responsible for their acts and omissions and ensures they are bound by confidentiality obligations no less protective than those in this Agreement.

## **15. Relationship of the Parties**

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, fiduciary, agency, or employment relationship between the parties.

## **16. Third-Party Services**

The Customer acknowledges Telair may rely on third-party platforms, carriers, software vendors, and cloud services. Telair is not responsible for outages, defects, performance issues, or service interruptions caused by third-party services. Remedies for such services are limited to those provided by the relevant vendor.

## **17. Privacy Compliance**

Each party will comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles to the extent they apply to handling personal information. Telair will handle personal information in accordance with its published Privacy Policy.

## **18. Security Incidents**

Telair will notify the Customer without unreasonable delay if it becomes aware of any unauthorised access or security incident affecting Customer Data within Telair's control and will provide reasonable assistance in assessment and remediation.

## **19. Limitation of Liability**

- Telair's total aggregate liability in any 12-month period is limited to the amount paid by the Customer under this Agreement in that period.
- Telair is not liable for indirect, incidental, or consequential damages including data loss, revenue loss, or business interruption.
- This limitation does not apply to personal injury or damage resulting from Telair's gross negligence or wilful misconduct.

## **20. Data Protection**

Telair will apply reasonable industry practices to protect Customer Data, including access controls, credential management, system patching, and vulnerability remediation. While Telair is not ISO27001 certified, its practices are aligned with ISO27001 principles and guidelines. The Customer remains responsible for securing its own systems, data, and credentials that are outside the scope of services provided by Telair.

## **21. Non-Solicitation**

The Customer agrees not to employ or contract any Telair personnel involved in the provision of services for a period of 12 months after the end of this Agreement. Breach will incur a liquidated damages fee of \$25,000 per individual.

## **22. Assignment**

The Customer may not assign or transfer this Agreement without Telair's prior written consent. Telair may assign this Agreement to an affiliate or successor entity by providing written notice to the Customer.

## **23. Amendment and Updates**

Telair may update the Service Schedule or this Agreement by giving 30 days written notice. Continued use of services constitutes acceptance of changes. Material changes to fees or scope will only take effect upon renewal, mutual agreement, or as otherwise expressly permitted under this Agreement, including annual 1 July pricing adjustments and third-party supplier pass-through increases.

## **24. Force Majeure**

Neither party is liable for delays or failure to perform due to events beyond reasonable control, including natural disasters, network outages, war, or government restrictions.

## **25. Governing Law**

This Agreement is governed by the laws of Queensland, Australia. Disputes will be resolved via arbitration or court proceedings in Queensland. Claims must be brought within 12 months of the cause of action.

## **26. Notices**

All notices under this Agreement must be in writing and delivered to the designated addresses of each party either:

- by hand delivery
- by certified or registered mail (return receipt requested)
- or by commercial courier with tracking.

Notices are deemed received:

- upon delivery if sent by hand
- three business days after posting if mailed within Australia
- or one business day after dispatch if sent by courier.

## **27. Entire Agreement**

This Agreement, together with the signed Service Quote and the Managed IT Service Schedule, represents the entire agreement between the parties. It supersedes all prior or contemporaneous understandings. Amendments must be in writing and signed by both parties.

In the event of a conflict between this Agreement and the Service Quote, the Quote shall prevail with respect to scope, pricing, and term. In the event of conflict between this Agreement and the Service Schedule, this Agreement shall prevail.

## **28. Survival**

The following sections survive termination: Fees and Payment (for amounts owed), Confidentiality, Data Protection, Limitation of Liability, Intellectual Property, Privacy Compliance, Notices, and any clauses which by their nature are intended to survive.