

## MASTER SERVICES AGREEMENT – MANAGED IT & HELPDESK SERVICES

This Master Services Agreement applies to all OnScreen Designs managed services and support arrangements. Acceptance of any Quote issued by OnScreen Designs is deemed acceptance of this Agreement.

### Introduction

This Master Services Agreement (“Agreement”) sets out the terms under which **OnScreen Designs Pty Ltd** (“OnScreen Designs”, “we”, “our”, “us”) provides managed IT services, cloud services, cybersecurity, helpdesk, project work, and related technical support services to our clients.

The specific services, inclusions, device quantities, pricing and contract term selected by the client are detailed in the **accepted Quote** issued by OnScreen Designs. By accepting a Quote, the client agrees that:

- the Quote defines the services to be provided; and
- this Master Services Agreement applies to all services included in that Quote.

If any inconsistency exists between this Agreement and a Quote, the **Quote will take precedence only in relation to service inclusions, quantities and pricing**. All other terms are governed by this Agreement.

### 1. Services We Provide

OnScreen Designs provides managed IT services, cloud services, security, helpdesk support and related technical services. Depending on the client’s selected service package, OnScreen Designs may provide:

#### 1.1. **Managed Workstation Services**

Monitoring, patching, antivirus/EDR management, remote access tools, workstation health checks and general user support.

#### 1.2. **Managed Server Services**

Monitoring, patching, security hardening, backup oversight, server health checks and technical support.

#### 1.3. **Network & Firewall Management**

Management and maintenance of networking equipment, including routers, switches, wireless access points, firewalls and security appliances (including UniFi and Dream Machine systems).

#### 1.4. **Microsoft 365 Management**

User account administration, licensing, mailbox configuration, security policies, MFA settings, compliance controls and tenant administration.

#### 1.5. **Google Workspace Management**

User account management, groups, access control, DNS configuration, security settings and Workspace tenant support.

#### 1.6. **Backup & Disaster Recovery Services**

Monitoring and management of workstation, server and cloud backups, including backup status checks, remediation of backup failures and restoration assistance.

#### 1.7. **Cybersecurity Services**

Endpoint protection (AV/EDR), MFA support, threat detection and response, security policy implementation, vulnerability remediation and general cybersecurity guidance.

#### 1.8. **Helpdesk & Technical Support**

Remote and onsite support for users and systems, troubleshooting, ticket handling, escalations and general IT assistance.

#### 1.9. **IT Projects & Implementations**

Planned and scheduled work such as system migrations, cloud deployments, network installations, hardware rollouts, device provisioning and environment upgrades.

#### 1.10. **Hardware & Software Procurement**

Sourcing, purchasing or recommending hardware, software and licensing solutions for the Client.

#### 1.11. **Hosting, Domain & DNS Management**

Domain registration and renewals, DNS management, hosting account setup, configuration and general hosting-related administration.

The specific services provided to the Client will depend on the service package, options or licences selected by the Client at the time of accepting a Quote from OnScreen Designs.

## 2. Term and Renewal

- 2.1. The contract term for the services is the term specified on the Quote accepted by the Client.  
If no term is specified on the Quote, a default **12-month term** applies.
- 2.2. The Agreement begins (the "Agreement Start Date") on the earlier of:
  - a. the date the Client accepts the Quote; or
  - b. the date OnScreen Designs issues the first invoice for the services.
- 2.3. If OnScreen Designs issues a new Quote that replaces or updates an existing service arrangement (including changes to device counts, service tiers or inclusions), and the Client accepts that new Quote, then:
  - a. the new Quote supersedes all previous Quotes for the same services; and
  - b. the term specified on the new Quote applies; or
  - c. if no term is specified, a new 12-month term applies from the date the new Quote is accepted.
  - d. This clause does not limit OnScreen Designs' ability to adjust quantities, pricing or services under Section 18 of this Agreement.
- 2.4. **Renewal Date.** The **Renewal Date** is:
  - a. the final day of the contract term specified on the accepted Quote; or
  - b. if no term is specified, the date occurring **12 months after the Agreement Start Date**; or
  - c. if a new Quote is accepted during an active term, the final day of the **new term** created by that Quote.On each Renewal Date, the Agreement automatically renews for an additional **12-month period**, unless either party provides **30 days' written notice** prior to the relevant Renewal Date.
- 2.5. If the Client terminates the Agreement during an active term, the Client must pay all remaining fees for that term, as detailed in Section 14.
- 2.6. **Services Without a Quote**  
If OnScreen Designs provides services to the Client before a Quote is issued or accepted (including services delivered verbally, by request, by ticket, by email, or by ongoing support activity), the Client agrees that:
  - a. the services are provided on a month-to-month basis;
  - b. fees for those services will be invoiced at the applicable rates; and
  - c. payment of any such invoice constitutes acceptance of this Master Services Agreement ("MSA") and agreement to the terms governing the services delivered.The Agreement Start Date in these circumstances is the date the first invoice for the services is issued until a quote is accepted.

## 3. Fees, Billing & Payments

- 3.1. All service fees, pricing, device counts, user counts, licensing quantities and monthly charges are specified in the accepted Quote and may be updated over time in accordance with this Agreement, including Section 16.
- 3.2. Monthly managed service fees are billed **in advance**. Project work, hardware, software and once-off services may be billed **upfront** or at defined milestones.
- 3.3. Support or labour not included in the selected service package is billed at the applicable hourly rate:
  - a. **Tier 1 Support – \$110/hour (inc. GST)**  
Basic support, general troubleshooting, password resets, workstation configuration and non-escalated tasks.
  - b. **Tier 2 Support – \$185/hour (inc. GST)**  
Advanced technical support, server and network troubleshooting, escalations, Outlook profile rebuilds, remote desktop restoration and specialised configuration work.  
(Charged in 15-minute increments unless otherwise stated.)
- 3.4. Invoices are payable within **14 days** of issue.
- 3.5. Late or unpaid invoices may result in suspension of services, the application of late fees or interest, and additional administration charges for payment follow-up.
- 3.6. Pricing for services that depend on third-party vendors (including Microsoft 365, Google Workspace, software licensing, cloud services or hardware suppliers) may change at any time in line with vendor pricing updates. These adjustments will be passed on to the Client and applied directly to future invoices **without prior notice**. If a third-party price increase relates to a previous billing period and was not invoiced at the time, OnScreen Designs may issue additional charges to recover the difference.
- 3.7. All fees are non-refundable unless required by Australian Consumer Law.

#### 4. Client Responsibilities

The Client agrees to provide OnScreen Designs with the access, information and cooperation reasonably required to deliver the services. This includes ensuring that all necessary system access, accounts, devices and credentials are available; maintaining reasonable physical, environmental and security conditions for equipment; notifying OnScreen Designs promptly of any staffing changes such as new users, departing staff or permission adjustments; maintaining correct and lawful licensing for any software not managed by OnScreen Designs; and following reasonable security recommendations provided by OnScreen Designs.

The Client acknowledges that OnScreen Designs is not responsible for issues that arise from poor or inadequate network infrastructure, unlicensed or unmanaged software, outdated or unsupported hardware, failures or outages caused by third-party vendors, or unauthorised changes made by the Client or third parties engaged directly by the Client.

#### 5. Minimum Requirements

To enable OnScreen Designs to provide managed IT services effectively and maintain system stability, the Client must ensure that all systems within the environment meet reasonable minimum technical and security standards. This includes maintaining supported and up-to-date operating systems; ensuring consistent and reliable internet connectivity and power; using supported and properly configured firewall, networking and security hardware; ensuring that all endpoints have active antivirus or EDR protection (whether supplied by OnScreen Designs or the Client); and maintaining a functional and monitored backup solution whenever backup services are included or required. The Client must also ensure that hardware and software remain within their supported lifecycle, that critical updates and firmware are applied when reasonably requested, and that no unauthorised changes are made to systems under management.

If these minimum requirements are not met, OnScreen Designs may require remediation work to bring the environment to a supportable standard before ongoing managed services can commence or continue. The Client acknowledges that failure to meet these requirements may result in degraded system performance, security vulnerabilities, or loss of functionality, and OnScreen Designs is not responsible for issues arising from such conditions.

#### 6. Backups, Data Protection & Security

- 6.1. If backup services are included in the Client's service package, OnScreen Designs will monitor and manage the backup systems as part of the service. Backup monitoring includes checking backup status notifications, investigating failed or incomplete backups, and taking reasonable steps to resolve backup issues where possible.
- 6.2. If backup services are not included in the Client's service package, the Client is solely responsible for the backup, protection and recovery of all data, systems, servers, cloud accounts (including Microsoft 365 and Google Workspace), and any other critical information. OnScreen Designs accepts no liability for data loss in environments where backup services are not provided by us.
- 6.3. No backup system is infallible or guaranteed. Backups can fail, become corrupted, become incomplete, or be impacted by hardware failure, software issues, encryption, cyberattacks or external vendor outages. Because of this, the Client acknowledges that successful data recovery cannot be guaranteed.
- 6.4. Backup restoration and recovery work is not included as part of standard managed services unless explicitly stated in the Client's selected service package. Any restoration or data recovery tasks will be billed at the Tier 2 Support Rate as outlined in Section 3 of this Agreement, regardless of the cause of the data loss or restore request.
- 6.5. Backup testing or simulation of restores, unless specifically included in the Client's service plan, is not performed by default. If the Client requests testing, validation or verification of backups, these tasks will be billed at the Tier 2 Support Rate.
- 6.6. OnScreen Designs will take reasonable steps to implement good security practices, including applying security updates, configuring security settings, and recommending Multi-Factor Authentication (MFA) and other protective measures. However, we cannot guarantee prevention of cyber incidents, breaches, malware infection or unauthorised access.
- 6.7. The Client acknowledges that effective data protection requires cooperation. The Client agrees to enable MFA where supported, follow security recommendations, maintain secure passwords, and avoid disabling or bypassing security controls.
- 6.8. For cloud services, including Microsoft 365 and Google Workspace, the Client acknowledges that these platforms do not provide full traditional backup by default. If cloud backup services are not included in the Client's service package, the Client remains fully responsible for the backup and recovery of emails, documents, Teams/Drive data, and any other cloud-stored information.
- 6.9. OnScreen Designs is not responsible for data loss, corruption or unavailability caused by third-party vendors, hardware failure, user deletion, malware, ransomware, misconfiguration, or failure of the Client to follow backup or security recommendations.
- 6.10. In the event of a large-scale data loss, disaster, cyberattack or system failure, OnScreen Designs will assist with recovery efforts where possible, subject to available backups. All restoration, rebuild or recovery labour will be billed at the Tier 2 Support Rate unless otherwise included in the Client's selected service package.

## **7. Third-Party Services, Suppliers & Contractors**

Many of the services delivered by OnScreen Designs rely on third-party vendors, platforms, products and service providers, including but not limited to Microsoft, Google, cloud hosting providers, domain registrars, NBN carriers, software vendors, hardware manufacturers, security vendors and platform service providers. The Client acknowledges that OnScreen Designs does not control these third-party vendors and is not responsible for outages, performance issues, price changes, licensing adjustments, data loss, vendor-driven service limitations, security incidents, product discontinuation or any other impact arising from third-party services. Any warranties, service levels or guarantees are provided by the relevant third-party vendor and apply only to the products and services that vendor supplies, not to the services provided by OnScreen Designs.

### **7.1. Use of Subcontractors, Technicians and Partner MSPs**

To ensure high-quality service delivery, OnScreen Designs may engage subcontractors, external technicians, specialist engineers or partner MSPs to perform parts of the services. The Client agrees that OnScreen Designs may use such contractors where reasonably required.

### **7.2. Access for Subcontractors**

The Client authorises OnScreen Designs and any subcontractors or partner MSPs engaged by us to access the Client's systems, hardware, software, networks, cloud environments, documentation and licensing portals strictly for the purpose of delivering, supporting or maintaining the services.

### **7.3. Responsibility for Subcontractors**

OnScreen Designs remains responsible for the work performed by subcontractors engaged directly by us.

Subcontractors are bound by confidentiality obligations consistent with this Agreement.

### **7.4. Not Responsible for Third-Party Failures**

OnScreen Designs is not liable for outages or service disruptions caused by third-party vendors or carriers, nor for poor performance or downtime of cloud platforms, data loss or corruption resulting from vendor-related issues, or security incidents originating from external providers. OnScreen Designs is also not responsible for any changes made by vendors to licensing, pricing, billing models or product availability, for delays caused by vendor support queues, or for defects, bugs, discontinued products or end-of-life hardware or services provided by third parties.

### **7.5. Required Cooperation with Vendors**

The Client agrees to follow reasonable instructions from OnScreen Designs when coordination with a third-party vendor is required, including actions such as Microsoft support escalations, domain registrar verification or NBN troubleshooting.

### **7.6. Charges Related to Vendor Issues**

If the Client requires OnScreen Designs to resolve or troubleshoot issues caused by third-party vendors, carriers or suppliers, such work may be billed at the applicable hourly rate unless included in the Client's service package.

## **8. Helpdesk, Support Delivery & Response Times**

### **8.1. Remote Support**

Support is delivered remotely by default unless onsite attendance is required to resolve the issue. Remote support is included or billed according to the Client's selected service package or the hourly rates outlined in Section 3.

### **8.2. Onsite Support & Travel Charges**

Onsite support may be required for issues that cannot be resolved remotely. Onsite work is billed at the Tier 2 Support Rate unless included as part of the Client's service package. A travel or call-out fee equivalent to one hour at the Tier 2 Support Rate applies to all onsite visits unless otherwise specified in the Client's service package.

### **8.3. Business Hours & Availability**

Standard support availability is Monday to Friday, 9:00am to 5:00pm (AEST/AEDT), excluding public holidays, unless stated otherwise in the Quote. Requests received outside these hours will be handled on the next business day unless classified as emergency support.

### **8.4. Response Times**

OnScreen Designs will make reasonable efforts to respond to support requests within the following target response windows:

- a. Critical Issues – 4 business hours (System-down events, major outages, widespread service interruption)
- b. High Priority – 8 business hours (User unable to operate, significant service degradation, urgent operational impact)
- c. Standard Priority – 1 business day (General support, non-urgent issues, error messages, minor disruptions)
- d. Low Priority – 2–3 business days (Requests for assistance, general questions, small configuration changes)

These are response targets, not guaranteed resolution times. Resolution times depend on the complexity of the issue, investigation requirements, vendor involvement and other external factors.

### **8.5. Investigation Time**

Complex issues, intermittent faults, vendor-related problems, networking issues and system failures may require investigation and diagnosis. Investigation time is billable at the applicable hourly rate, unless included in the Client's service package. Investigation time is not counted towards response target windows or SLA outcomes.

#### 8.6. Escalations

Issues that require advanced troubleshooting will be handled by senior technicians or engineers and may be billed at the Tier 2 Support Rate or higher, depending on the nature of the work. If vendor support is required (Microsoft, Google, NBN, hardware manufacturers, etc.), resolution times may be dependent on vendor response schedules.

#### 8.7. Emergency & After-Hours Support

Emergency or after-hours support may be provided at OnScreen Designs' discretion. Emergency or after-hours rates are typically:

- a. Remote work: Double the Tier 1 Support Rate
- b. Onsite work: Double the Tier 2 Support Rate

The Client agrees that OnScreen Designs may determine the appropriate rate at the time of the request, based on urgency, availability of technicians, and the need to escalate or investigate the issue quickly. Emergency support is not guaranteed and may depend on technician availability.

#### 8.8. Client Authorisation for Urgent Work

By requesting emergency or after-hours assistance, the Client authorises OnScreen Designs to apply the applicable emergency rates, travel fees or escalation charges without requiring separate written approval at the time of the event.

### 9. Documentation & Credentials

- 9.1. OnScreen Designs may create and maintain technical documentation as part of the services, which may include network diagrams, configuration notes, asset inventories, system architecture details, and relevant credentials required for service delivery.
- 9.2. The Client may request a copy of this documentation at any time. OnScreen Designs will provide the documentation once all outstanding invoices, charges and early termination fees (if applicable) have been fully paid.
- 9.3. A reasonable administration fee may apply for preparing, collating and transferring documentation, especially where significant compilation or verification work is required.
- 9.4. OnScreen Designs will not withhold essential operational credentials unreasonably; however, OnScreen Designs is under no obligation to release any credentials, documentation or administrative-level access while invoices remain outstanding or while the Client is in breach of this Agreement. Once all amounts owed are paid in full, OnScreen Designs will provide access details reasonably required for the Client to continue operating their environment.
- 9.5. The Client acknowledges that credentials and administrative access may be restricted during periods of service suspension (such as for non-payment), and that such restrictions do not constitute a refusal to provide services, nor a breach of this Agreement.

### 10. Confidentiality

Both parties agree to keep all confidential information received from the other party private and to use such information only for the purpose of delivering or receiving the services under this Agreement. "Confidential information" includes technical, business, financial and operational information, as well as credentials, system access details, documentation and any other information not publicly available.

OnScreen Designs may, where reasonably necessary for service delivery, share the Client's confidential information with subcontractors, partner MSPs, external technicians or third-party service providers engaged to assist in performing the services. OnScreen Designs will ensure that any such third parties are bound by confidentiality obligations that are substantially similar to those contained in this Agreement.

OnScreen Designs will not disclose the Client's confidential information except:

- a. where required to deliver the services;
- b. with the Client's consent;
- c. where disclosure is required by law, court order or regulatory authority; or
- d. to trusted third-party vendors or partners where such disclosure is necessary to troubleshoot or resolve issues relating to the services.

The Client also agrees not to disclose confidential information belonging to OnScreen Designs, including internal processes, procedures, documentation, pricing structures, configurations, proprietary tools, or any information identified as confidential. These confidentiality obligations continue after the termination of this Agreement.

## 11. Non-Solicitation

The Client agrees that they will not, without the prior written consent of OnScreen Designs, directly or indirectly employ, contract, engage or attempt to recruit any employee, subcontractor or contractor engaged by OnScreen Designs who has been involved in delivering the services under this Agreement. This restriction applies during the term of the Agreement and for a period of 12 months after the termination of services.

If the Client breaches this clause, the Client agrees to pay OnScreen Designs a fixed recruitment and disengagement fee of \$15,000 to cover the costs associated with recruitment, onboarding, training, disruption to service delivery, and the loss of resourcing. This fee represents a reasonable pre-estimate of the loss and is not a penalty.

This clause does not apply where the individual responds to a genuinely public job advertisement and no prior solicitation or approach has occurred.

## 12. Suspension of Services

12.1. OnScreen Designs may suspend part or all of the services at any time if reasonably required to protect the integrity of systems, ensure security, or address compliance or payment issues. Suspension may occur in any of the following circumstances:

- a. **Non-payment:** If invoices remain unpaid after the due date, or if the Client has overdue balances, disputed amounts (not raised in good faith), chargebacks, or declined payments.
- b. **Lack of Access:** If OnScreen Designs is unable to obtain the access, permissions, credentials, remote connectivity or physical access required to deliver the services.
- c. **Security or Operational Risk:** If continuing to provide services poses a security, operational or compliance risk, including but not limited to ransomware, compromised systems, unsafe configurations or environments that breach minimum requirements.
- d. **Breach of Agreement:** If the Client materially breaches any part of this Agreement, including misuse of services, unauthorised changes to systems, or actions that obstruct service delivery.

12.2. Fees Continue During Suspension

Service suspension does not pause or reduce any contracted fees. All monthly service fees, charges, and amounts due under the Agreement continue to accrue during the suspension period. Suspension does not remove the Client's obligation to pay outstanding or future amounts.

12.3. Restoration of Services

OnScreen Designs will reinstate suspended services once the underlying issue is resolved, including but not limited to: full payment of outstanding invoices, restored system access, remediation of security issues, or correction of the breach.

Restoration work may be billable at the applicable hourly rate.

12.4. No Liability for Suspension

OnScreen Designs is not liable for any loss, downtime, business interruption, data loss, reputational impact, or consequences suffered by the Client resulting from suspension of services made in accordance with this Agreement.

12.5. Notice of Suspension

Where reasonable, OnScreen Designs will provide written notice prior to suspending services. In urgent situations involving security threats, operational risk or safety concerns, services may be suspended immediately without prior notice.

12.6. Partial Suspension

OnScreen Designs may, at its discretion, suspend only the specific service, system or access point affected by the issue rather than suspending all services.

### 13. Limitation of Liability

To the fullest extent permitted by law, the total liability of OnScreen Designs for any claim, loss, damage or expense arising out of or relating to this Agreement, the services, or any act or omission by OnScreen Designs (whether in contract, tort, negligence or otherwise) is limited to the total amount paid by the Client to OnScreen Designs in the six months immediately prior to the event giving rise to the claim.

OnScreen Designs is not liable for any loss of profit, productivity, revenue, business interruption, loss of opportunity, or for any indirect, incidental, special or consequential damages. OnScreen Designs is also not liable for data loss (unless the Client has an active managed backup service and the loss directly results from OnScreen Designs' failure to perform that service), nor for downtime, outages, or service degradation resulting from circumstances outside OnScreen Designs' control. This includes failures or interruptions caused by third-party vendors, carriers, software providers, hardware manufacturers, cloud platforms, or any issues arising from unsupported, unmanaged, misconfigured, or end-of-life systems within the Client's environment. OnScreen Designs is not responsible for losses resulting from the Client's failure to follow security recommendations, maintain minimum technical standards, implement MFA, maintain licensing, or remediate vulnerabilities or outdated systems when advised to do so.

Nothing in this Agreement limits or excludes liability for fraud, intentional misconduct, or any other liability that cannot be excluded under Australian law.

### 14. Termination

14.1. Either party may terminate this Agreement by providing 30 days' written notice to the other party, unless a longer or different notice period is specified within the Client's accepted Quote.

14.2. The Client must pay for all services delivered up to the termination date, including any project work, licensing, labour or other fees incurred prior to termination.

14.3. Early Termination by the Client

If the Client terminates the Agreement during an active contract term, or elects not to proceed with a Quote after it has been accepted or acted upon, the Client agrees to pay an early termination fee equal to the remaining contract value for the full term. This fee is calculated as:

$$\text{Monthly service fee} \times \text{Number of months remaining in the term}$$

This early termination fee becomes due immediately upon termination.

14.4. Termination for Non-Payment or Breach

OnScreen Designs may terminate this Agreement immediately if the Client fails to pay outstanding invoices, refuses or obstructs required system access, materially breaches this Agreement, or fails to comply with minimum technical or security requirements after being notified. Termination under this clause does not remove the Client's obligation to pay any outstanding balances or early termination fees.

14.5. Effect of Termination & Payment Obligations

All unpaid invoices, charges, early termination fees and other amounts owing to OnScreen Designs become immediately payable upon termination, regardless of which party initiated the termination.

14.6. Access, Documentation & Handover

Once all outstanding balances owed to OnScreen Designs have been paid in full, OnScreen Designs will provide the Client with copies of documentation, access details, and any credentials reasonably required to continue operating their environment.

OnScreen Designs is under no obligation to transfer administrative access or credentials while invoices remain overdue or while the Client is in breach of this Agreement.

14.7. No Liability for Consequences of Termination

OnScreen Designs is not liable for any loss, interruption, reputational damage, data loss, downtime, or business impact arising from the termination of services or the Client's failure to transition to a new provider.

### 15. Governing Law

This Agreement is governed by the laws of New South Wales, Australia. The parties agree that any disputes, claims or legal proceedings relating to this Agreement or the services will be subject to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from those courts.

## 16. Service Changes & Quantity Adjustments

### 16.1. Requesting Changes

The Client may request additions or changes to services (including extra workstations, servers, licences, storage, backup coverage or security services) by email, ticket, phone or other agreed communication channels. OnScreen Designs may also recommend changes where required to maintain service quality, security or compliance.

### 16.2. Agreement to Changes

For both new services and changes to existing services, a change to services, pricing or quantities will be treated as accepted and binding where any of the following occurs:

- a. the Client confirms the change in writing (including by email or ticket);
- b. the Client gives verbal approval, and OnScreen Designs proceeds to implement the change at the Client's request;
- c. OnScreen Designs issues an invoice that clearly describes the changed services, pricing or quantities, and the Client pays that invoice (in whole or in part); or
- d. OnScreen Designs notifies the Client in writing of a change to quantities or services (for example, additional devices or licences) and the Client continues to use those services after that notification.

### 16.3. Device, User & Licensing Adjustments

Where the number of managed devices, users, mailboxes, servers, licences or similar items changes (for example, due to new staff, new equipment or service expansion), OnScreen Designs may adjust the recurring fees to reflect the updated quantities. Unless otherwise agreed, increases will apply from the date the additional service or device is first provided or activated, and decreases will apply from the start of the next billing period. Retrospective credits are not provided unless agreed in writing by OnScreen Designs.

### 16.4. Relationship to Quotes

The initial Quote (if issued) sets the starting quantities and pricing for the Client's services. If services are delivered before a Quote is issued or accepted, those services and their associated fees are governed by this MSA and are deemed accepted upon payment of the relevant invoice. Any subsequent changes made in accordance with this Section 16 are deemed variations to the Client's service arrangement and do not require a new Quote unless OnScreen Designs elects to provide one.

### 16.5. Acceptance by Payment

The Client acknowledges that payment of any invoice issued by OnScreen Designs—whether for new services, changed services, or services delivered before a Quote is accepted—constitutes acceptance of the services described on the invoice and agreement to the terms of this MSA.

## 17. Entire Agreement

This Agreement sets out the full terms and conditions governing the provision of managed IT and support services by OnScreen Designs. It supersedes all prior discussions, proposals, understandings or agreements, whether written or verbal, relating to the same subject matter.

Each Quote accepted by the Client incorporates this Agreement by reference and, together with this Agreement, forms the complete and binding contract between the parties for the services described in that Quote. No additional terms, conditions or representations apply unless agreed in writing by both parties.

## 18. Acceptance of Agreement

By accepting any Quote issued by OnScreen Designs, the Client acknowledges that they have read, understood and agree to be bound by the terms of this Master Services Agreement ("MSA"). Acceptance of a Quote constitutes acceptance of this MSA in full, and no physical signature is required.

This MSA forms part of every accepted Quote and applies to all services delivered under that Quote, as well as to any future Quotes, service variations or additional services accepted by the Client, unless a newer MSA has been published by OnScreen Designs at the time of acceptance. The version of the MSA in effect at the time the Quote is accepted will apply to that Quote. Acceptance of any invoice issued by OnScreen Designs also signifies acceptance of the version of this MSA published at the time the invoice was issued.