

Dictionary

The following defined terms are used in Agreements.

Additional defined terms may also appear in Specific Product Terms and apply exclusively to those Specific Product Terms.

24x7 means 24 hours per day, 7 days per week, 365 days per year (366 in leap years).

Acceptance / Accepted means, in relation to a Deliverable, the acceptance of that Deliverable by the Customer.

Acceptance Criteria means the criteria against which the Deliverables will be tested pursuant to Acceptance Tests, as described in any Statement of Work, and which may include criteria related to the confirmation that the Deliverables do not contain any Defects.

Acceptance Tests means the tests agreed between the Customer and VISITS described in a Statement of Work and such other tests reasonably considered by the Customer to be necessary to determine whether the Deliverables comply or perform in accordance with the applicable Specifications and includes the procedure for conducting the tests and the Acceptance Criteria.

Actions includes all actions, suits, causes of action, arbitrations, debts, dues, costs, expenses, claims, demands, proceedings, complaints, objections, obligations, liabilities, interest, verdicts, orders and judgments either at law or in equity or arising under a statute and whether or not the matter giving rise to those claims are known to the parties as at the date of this deed.

Agreement has the meaning defined in Section 1.1(b) of the Master Services and Goods Agreement.

Authorised Persons means:

- a) VISITS' Personnel; and
- b) VISITS' subcontractors, contractors, agents, and any other authorised third party who need to know or access the Customer Data to enable VISITS to perform its obligations under this Agreement.

Authorised Signatory means a representative of a party with authority to enter into and execute this Agreement or a Statement of Work for and on behalf of that party.

Business Day means a weekday (Monday-Friday) which is not a National or State Public Holiday.

Business Hours means 0800 to 1800 in the local Australian Time Zone on any Business Day.

Call-Out Fee means a fee charged when a VISITS representative attends a site to provide any service.

Change means an addition, modification or removal of anything that could have an effect on the operation of an IT system and therefore requires some form of design, planning and coordination.

Change Management means the process of planning and implementing a Change, including design, planning approval and testing to help ensure the Change achieves objectives without causing unexpected effects on an IT system.

Change of Control means a change in the Control of an entity from that which existed at the Effective Start Date.

Claim means, in relation to a party, a demand, claim, action or proceeding made or brought by or against that party, however arising and whether present, unascertained, future or contingent.

Confidential Information means all information of a confidential nature, in any form whether tangible or not and whether visible or not, disclosed or communicated by a party to the other, or learnt or accessed by, or to which the other party is exposed as a result of entering into an Agreement and includes, without limitation, any information (including Regulated Information) and material concerning the contractual or commercial dealings, financial details, products or services (current or proposed), pricing, designs customers, employees, internal policy, the Intellectual Property Rights of a party or dealings under an Agreement, but does not include information or material which:

- a) is already in the public domain, or enters the public domain other than due to a breach of an Agreement;
- b) can be proven to be already known by the receiving party other than through any disclosure under an Agreement;
- c) is disclosed by the receiving party with the disclosing party's prior written consent; or
- d) obtained from a source other than the disclosing party or any of its Related Bodies Corporate or authorised representatives, where that source is entitled to disclose it without an obligation of confidence.

Conflict of Interest means any activity that will or is likely to compromise VISITS' ability to perform its obligations under an Agreement fairly and independently, including without limitation:

- a) any material legal proceedings or public investigation; or
- b) any restriction or obligation under another agreement which would be breached by VISITS entering into an Agreement.

Consequential Loss means an indirect, incidental or consequential Loss (not being a Loss which arises naturally as a result of a breach of an Agreement or other event giving rise to the relevant Claim) and includes a loss of opportunity or business and a loss of reputation.

Contract Expiry means the expiry of the fixed-period term of an Initial Term or any Extension Terms.

Contract Expiry Date means the date on which Contract Expiry occurs.

Contract Material means any material (whether belonging to VISITS or a third party) which is developed by or on behalf of VISITS or VISITS' Personnel in the course of or in connection with the supply of the Deliverables in any form whatsoever (including electronic form) and includes without limitation all Developed Software, Deliverables, inventions, discoveries, improvements, processes, databases, models, drawings, plans, artwork, designs, logos, reports, advices, proposals and records but excludes any Intellectual Property Rights owned by VISITS in VISITS' Existing Material.

Contract Start Date means the date on which a Statement of Work was executed by the Customer.

Contract Year means a calendar year from the Effective Date or from any anniversary of the Effective Date (as the case may be).

Control of an entity has the meaning given to that term in Section 50AA of the Corporations Act.

Corporations Act means the Corporations Act 2001 (Cth).

Credit Account means the provision of a Credit Limit and Credit Terms to the Customer.

Credit Account Balance means the total value (\$ inclusive of GST) of Product and/or Services which has been provided to the Customer on credit.

Credit Limit means the maximum credit available to the Customer.

Credit Terms means the number of calendar days following issue of the invoice in which invoices must be paid.

Customer / Client / you means:

- a) the entity listed in the Master Customer Agreement [MCA] or in any Agreement; or
- b) an entity or person who acquires Product or Services from VISITS.

Customer Data means all data and information relating to the Customer and its Related Bodies Corporate (including their operations, facilities, members, customers, clients, personnel, assets and programs) in whatever form that information may exist and whether entered into, stored in, generated by or processed as part of a Service and any other data relating to the Service, including the Customer's and its Related Bodies Corporate's Confidential Information.

Cyber Security Event means an occurrence of a system, service or network state indicating a possible breach of security policy, failure of safeguards or a previously unknown situation that be relevant to security.

Cyber Security Incident means an unwanted or unexpected Cyber Security Event, or a series of such events, that may compromise business operations or Customer Data.

Defect means any defect in or failure of a Deliverable including without limitation a failure of all or part of a Deliverable to comply with, or otherwise satisfy, any requirements stipulated in the Specifications.

Delay means a potential failure to meet a Delivery Date or any other obligation under an Agreement that has a time frame for performance.

Deliverables means the Products and Services supplied by VISITS to the Customer as part of an Agreement, including any Statement of Work.

Delivery Date means the dates and times for the delivery, provision and/or handover of the Deliverables as set out in a Statement of Work or Scope Change.

Direct Debit means an arrangement whereby VISITS debits the Customer's bank account for an agreed amount on an agreed date, for Fees specified in a Statement of Work.

Documentation means a reference manual, user guide, technical document or other materials (whether in electronic form or hardcopy) relating to the installation, use and operation of a Deliverable.

Early Termination Payment means a fee payable by the Customer if the Customer terminates a Statement of Work prior to the expiry of the Initial Term or any Extension Terms. The Early Termination Fee is 50% of the Remaining Contract Value unless otherwise specified in Specific Product Terms or a Statement of Work.

Effective Start Date means the earlier of the date that the MSGA was executed by both parties, or the Customer requested VISITS, in writing, to provide a Deliverable.

Eligible Data Breach has the meaning set out in section 26WE of the Privacy Act 1988 (Cth).

Emergency means any event or circumstance which in VISITS' reasonable opinion, threatens or causes a major disruption or degradation to any Product or Service and which requires immediate action to rectify.

Emergency Change means a Change that VISITS deems necessary to respond to an Emergency, which due to the urgency, may be undertaken without following normal Change Management processes.

Environment means the physical and logical computing environment (including all specified hardware, software and data) into which a release, solution, system, Hardware or Software must be integrated, and must operate, in accordance with a Statement of Work.

Event means an alert or notification from a Monitoring Tool.

Event Management means the process of reviewing Events to determine if an Incident has occurred or whether action is needed to prevent a possible future Incident.

Existing Material means any material of a party (whether belonging to that person or another person) which is supplied by that party to the other party in the course of providing a Deliverable and which is either:

- a) existing prior to the commencement of the Deliverable; or
- b) subsequently brought into existence other than in the course of performing that Deliverable; but excludes Licensed Software.

Extended Business Hours means 0600 to 2000 (Monday-Friday) and 0900 to 1700 (Saturday and Sunday) in the local Australian Time Zone, excluding National or State Public Holidays.

Extension Term means any additional fixed-period term after the expiry of the Initial Term.

Fees means the fees payable by the Customer in accordance with the supply or Deliverables.

Fee Schedule means the current schedule of Hourly Rate fees, available at <https://visits.com.au/documents>

Fixed Fee means a fixed fee to be charged to the Customer for the provision of the specified Deliverables. Fixed Fees may be subject to conditions, which if they apply, will be detailed in the Statement of Work. Additional fees may apply where conditions are not satisfied.

Force Majeure Event includes the following events beyond the reasonable control of a party:

- a) earthquake, flood, fire, other inclement weather or act of nature;
- b) war or terrorism;
- c) national emergency;
- d) epidemic or pandemic;
- e) act or inaction of government or regulatory agency;
- f) a malfunction or failure of telecommunications or cloud infrastructure operated by parties other than VISITS;
- g) industrial action outside that party's own workforce; and
- h) insolvency of a material subcontractor of that party;

which directly affects that party's ability to perform its obligations arising under this Agreement and cannot be mitigated by undertaking reasonable commercial endeavours.

GOC means VISITS' Global Operations Centre, which includes VISITS dedicated personnel operating in VISITS controlled and operated locations outside of Australia.

Goods means any physical product including Hardware.

Government Agency means any government, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

GST has the meaning given by the GST Law.

GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of that Taxable Supply.

GST Law has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Hardware means hardware which the customer purchases outright from VISITS.

Hourly Rate means Services provided and charged to the Customer on a time and materials (labour) basis in accordance with the rates specified in a Statement of Work, or if no such fees are specified, as listed in the current Fee Schedule.

Hubl means VISITS' customer portal, through which the Customer can access various educational and how-to guides, reports, service channels and other resources as determined by VISITS from time to time.

Incident means an unplanned interruption to an IT service or a reduction in the quality of an IT service. In simple terms, it means something which was previously working has stopped functioning as designed.

Incident Management means the process of resolving an Incident, which may include technical work, working with other vendors, managing warranty repairs and assisting Customer Personnel to 'work-around' the issue until the Incident is resolved.

Initial Term means an initial minimum term for a Product and/or Service, which commences on the Term Start Date.

Input Tax Credit has the meaning given by the GST Law.

Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semiconductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know how or other proprietary rights (whether or not any of these are registered and including any application, or right to apply, for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

Insolvency Event means the occurrence of any one or more of the following events in relation to a party:

- a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- b) it is insolvent within the meaning of section 95A of the Corporations Act;
- c) it must be presumed by a court to be insolvent by reason of an event set out in section 459C(2) of the Corporations Act;
- d) it fails to comply with a statutory demand (within the meaning of section 459F(1) of the Corporations Act);
- e) it has an administrator appointed or any step preliminary to the appointment of an administrator is taken;
- f) it has a controller (within the meaning of section 9 of the Corporations Act) or similar officer appointed to all or any of its property; or
- g) it has proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.

Issue means a risk, fault, capacity limitation or capability limitation in the Customer's IT systems that cannot be resolved without a Change.

Issues Register means a register of all Issues, explaining the nature of the Issue and explaining the associated risks, service implications (including additional support costs) or other implications.

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, whether made by a State, Territory, Commonwealth, or a local government, and includes common law and the principles of equity as applicable from time to time, and any applicable legally binding industry codes of conduct.

Licensed User means a person or entity to which a software licence or subscription is assigned. In the case of that software subscription being a Microsoft Service Plan, a Licensed User has the same meaning as an Assigned Service Plan.

Loss means all losses, liabilities, fines, penalties, damages and claims, and all related costs and expenses (including any and all legal fees on a solicitor and client basis, and costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) but excludes any Consequential Loss.

Managed Security Services means Services relating to the management of cyber security Hardware, as described in a Managed Security Services Agreement.

Managed Services means Services relating to the management of Hardware, Software, Subscriptions and other technologies (irrespective of whether these were purchased from VISITS) which are owned, operated or controlled by the Customer, as described in a Managed Services Agreement.

Managed Services Agreement means a Statement of Work specifically relating to the Managed Services VISITS agrees to provide to the Customer.

Managed Security Services Agreement means a Statement of Work specifically relating to the Managed Security Services VISITS agrees to provide to the Customer.

Managed Solution means a bundle of Subscription(s) together with Service(s), supplied to the Customer on a monthly subscription basis.

Master Customer Agreement (“MCA”) means the agreement executed by the Customer that confirms acceptance of the Master Services and Goods Agreement (MSGA) and lists any agreed variations to the MSGA (if applicable).

Minimum Notice Period means the minimum amount of Notice, prior to the expiry of an Initial Term or Extension Term, which must be given for a Statement of Work to be terminated for convenience on the Contract Expiry Date. The Minimum Notice Period is 60 days unless otherwise specified in Specific Product Terms or a Statement of Work.

Minimum Spend means the minimum volume, quantity or dollar value that must be acquired or spent by the Customer under a Statement of Work, should the Customer’s needs for the Product or Service reduce during the Initial Term or any Extension Terms. Unless otherwise specified in a Statement of Work, the Minimum Spend in any month is 50% of the monthly value of the original Statement of Work signed by the client.

Monitoring Tool means a software or system used by VISITS to monitor the condition and performance of an IT system.

Notices has the meaning given to that term in clause 22 of the MSGA (Notices).

Onboarding means the initial Services provided prior to (or in parallel with) the commencement of a Recurring Product and/or Managed Service necessary to prepare the Product or Service for ongoing management.

Onboarding Fee means the fee payable for Onboarding services.

On Demand has the same meaning as Hourly Rate.

Ongoing Services means any Services specified in a Statement of Work to be provided by VISITS after Acceptance by the client of a Product or Service.

Onsite Support means support provided onsite at your locations.

Parties means VISITS and the Customer.

Per Assigned Service Plan means billing is based on Assigned Service Plans. An **Assigned Service Plan** means a Service Plan which has been assigned to a person or entity (which may include staff, contractors, partners, ex-staff or others). Refer to the addendum for more information.

Per End User means billing is based on all Assigned Service Plans, excluding those belonging to (a) ex-staff and (b) vendors or partners who require an account to facilitate management of their products or services. Refer to the addendum for more information.

Per Service Plan means billing is based on the total quantity of Service Plans. A **Service Plan** means a Microsoft licence/subscription belonging to one of the Microsoft Office365 Business, Enterprise or Education families, which is registered to or used by the Customer, including both assigned and unassigned Subscriptions. Refer to the addendum for more information.

Per Subscription means billing is based on the total quantity or volume of Subscriptions purchased or used by the Client. Each vendor may have different methods of calculating the quantity or volume of Subscriptions and these will be outlined in the relevant Standard Product Terms. Where the method is not specified, the total quantity or volume of Subscriptions will be deemed to be that which the vendor, in their reasonable opinion, states is the amount being purchased or used.

Per System means billing is based on:

- In the case of Services: the total number of systems for which VISITS is providing services (as listed in a Statement of Work or as otherwise agreed), or
- In the case of Products: the total quantity of products VISITS is supplying to the Customer.

Personal Information has the same meaning as defined in the Privacy Act 1988 (Cth) as amended from time to time.

Personnel means, in relation to a party, that party's employees, officers and agents and in relation to VISITS also includes its personnel in the GOC, contractors, consultants, licensees and invitees (including their employees, officers and agents).

Personnel Services means the supply of Personnel under a labour hire arrangement.

Privacy Act means the Privacy Act 1988 (Cth) and includes any guidelines issued by the Privacy Commissioner.

Privacy Law means any Law that applies to either of the Customer or VISITS, Australian or otherwise, and as amended from time to time, which affect privacy or any personal information (including its collection, storage, use or processing) including without limitation:

- a) the Privacy Act and corresponding Australian State privacy Laws; and
- b) any codes of conduct, directives, principles or orders made under the legislation referred to in (a) above.

Proactive Maintenance means routine maintenance of a Customer IT system that is recommended by the manufacturer or supplier to prevent failures or defects and includes the application of software, security and firmware updates.

Proactive Management means Proactive Maintenance and any other proactive work deemed best practice by VISITS to maintain a Customer IT system in a healthy, secure state.

Proactive Monitoring means the monitoring of Events and Incidents.

Problem means a complex or recurring Incident for which the cause remains unknown after reasonable initial investigations have been completed.

Problem Management means the process of resolving a Problem, including technical work to identify the root cause, workarounds to minimise impacts on the operations of the business, communication with all involved parties and identifying works, including Changes, needed to resolve the Problem.

Products means Hardware, Software, Subscriptions or Managed Solutions provided to the Customer.

Professional Services means Services provided to the Customer, as part of a stand-alone project, as outlined in a Statement of Work.

Proposal means an offer from VISITS for the supply of Products and/or Services to the Customer.

Pro rata and **Prorated** means a partial Fee charged in any invoice period equal to the proportion of that period in which the Deliverable was made available to the Customer.

Quotation has the same meaning as Proposal.

RACI or **RACI Matrix** means the four key roles including responsible, accountable, consulted and informed.

Reasonable Excuse means any delay, outage, failure or degradation of performance attributable to:

- a) the Customer, including:
 - a. where the Customer requests that services be provided at a future time or date, despite VISITS being able to perform the work earlier,
 - b. the Customer being unavailable or untimely in responding to any reasonable request by VISITS to provide information needed to provide the Products or Services,
 - c. the actions, omissions, or negligent acts of the Customer's Personnel,

- d. the Customer's breach of any of its obligations under the Agreement, or
- e. failure or issues caused by the Customer's own equipment or actions.
- b) Hardware, Software or Services not supplied by VISITS or supported in a VISITS Managed Services Agreement,
- c) Planned works and outages including those relating to maintenance and changes,
- d) Outages or degradations of any third-party software or system used by VISITS to provide the Products or Services, or
- e) Any Reasonable Excuse listed in the relevant Specific Product Terms.

Recurring Product means Subscription and/or Managed Solution.

Regulated Information means all Personal Information which VISITS receives or has access to under, or for the purpose of, or in the course of, carrying out its obligations under this Agreement.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Remaining Contract Value means the product (multiple) of:

- a) The remaining contract term, being the number of months (in whole or part) between the date on which a Statement of Work is cancelled, and the date on which the current Initial Term or Extension Term is due to end, and
- b) The monthly fee, which is taken to be the monthly fee payable (excluding any discounts or credits) by the client in the period immediately prior to termination of the Statement of Work.

Remote Support means support provided remotely via remote access/control, phone, chat or email.

Request means a **routine** task that does not require design or planning and is not an Incident.

Request Management means the process of managing and completing Requests.

Scope Change means:

- a) a change in the character or quality of a Deliverable required in any Statement of Work; or
- b) an increase or decrease in the volume of a Deliverable required in any Statement of Work; or
- c) a change to any other term of a Statement of Work.

Secure Data Deletion means steps to be taken by VISITS as reasonably needed to ensure accurate deletion of any Customer Data from VISITS' Systems.

Security means the protection of the Customer Data from unauthorised access, use, disclosure, modification, Disposal, destruction, corruption or loss in whole or in part.

Security Requirements for a project, are the security requirements as set out in a Statement of Work or the Specifications.

Service Desk means VISITS' multi-channel support centre which provides the point of contact for the Customer and Customer Personnel to report Incidents or request support for any Product and/or Service VISITS is providing to the Customer. The Service Desk may be accessed by phone, email, Hubl (customer portal) and chat, as determined by VISITS from time to time.

Service Level Credit means a credit issued to the Customer for failure by VISITS to achieve Service Levels. The amount and method of calculation will be specified in Specific Product Terms.

Service Levels means, in respect of a Service, any minimum levels specified in a Managed Services Agreement, Statement of Work or Specific Product Term that VISITS must achieve in performing that Service.

Services means the functions, responsibilities and obligations described in any Agreement (including a Statement of Works) or provided to the Customer On-Demand, including but not limited to technical services, consulting, project management and training.

Software means software which the customer purchases outright from VISITS.

Special Conditions means the special conditions set out in the MCA that will prevail over the specific term in the MSGA.

Specific Product Terms means the additional terms and conditions which relate to specific products or services, and form part of the Agreement.

Specifications means the functional and technical specifications for the applicable Deliverable which may be comprised of (in order of priority from highest to lowest to the extent of any inconsistency):

- i. the specifications for the applicable Deliverable agreed between the parties as set out in a Managed Services Agreement;
- ii. the specifications for the applicable Deliverable agreed between the parties as set out in the relevant Statement of Work and in any relevant correspondence between the parties;
- iii. the Customer's requirements for the applicable Deliverable as communicated in writing to VISITS; and
- iv. VISITS's or relevant manufacturer's (as the case may be) published marketing material, technical and operating documentation for the applicable Deliverable.

Statement of Work means a Proposal which has been executed or approved by the Customer, thereby forming an agreement for the supply of Products and/or Services by VISITS to the Customer. The Statement of Work will specify the Deliverables to be supplied to the Customer as well as any specific terms and conditions which may apply.

Store means the online VISITS store located at <https://store.visits.com.au> and the Products listed on this store.

Subscription means software licensing, cloud hosting, internet services or any other technology which VISITS supplies to the Customer on a monthly subscription basis. Subscriptions do not include Services.

Supply has the meaning given by the GST Law.

System means any computer system, network or other technical infrastructure owned or operated by a party.

Taxable Supply has the meaning given by the GST Law.

Taxes means all taxes, charges, duties, levies, fees and other government imposts levied, assessed or collected, including any related fine or penalty (excluding GST).

Tax Invoice has the meaning given by the GST Law.

Term means the Initial Term and any Extension Term.

Term Start Date means the date on which monthly billing commenced for a Recurring Product or Managed Service. (For example, if a Customer executes a Statement of Work on 15th June, and the first invoice for recurring products indicates that fees relate to the period 1st July – 31st July, the Term Start Date is taken to be 1st July).

Third Party means any person who is not a VISITS Related Body Corporate or a Customer Related Body Corporate.

Use includes install, run, copy, distribute, support, maintain and anything reasonably incidental to such activities.

User Support means assistance provided to Customer Personnel by the VISITS Service Desk for any query or issue they experience with a Product or Service provided by VISITS.

VISITS / we / us / our means VISITS Pty Ltd, ABN 15 089 406 477

VISITS Store / Store means the website located at <http://store.visits.com.au> through which you can purchase Products and Services.

Addendum to Dictionary

Per Service Plan / Assigned Service Plan / End User

Some products and services are billed Per **Service Plan**, Per **Assigned Service Plan** or Per **End User**, as defined in the dictionary. This addendum has been added to help with understanding how these terms relate to each other, and to the user accounts configured in your IT systems and the types of people or entities to which these accounts are assigned.

This addendum does not form part of the legal definition of the terms.

As per the dictionary definition, a Service Plan is a Microsoft license/subscription belonging to one of the Microsoft Office365 Business, Enterprise or Education families including but not limited to:

- Microsoft 365 Business Basic, Standard and Premium
- Office 365 E1, E3, E5 and F3 and Microsoft 365 F1, F3, E3 and E5
- Office 365 A1, A3 and Microsoft 365 A1, A3 and A5

A Service Plan needs to be assigned to certain User Accounts to enable them to perform their work. Some Service Plans may also be unassigned and be available for allocation to future people. Our definition of an “End User” is a subset of Assigned Service Plans and excludes non-staff such as vendors, partners and ex-staff.

Type of User Account	Service Plan	Assigned Service Plan	End User
Full Staff Member <ul style="list-style-type: none"> - Involved in the operation of the business full-time or part-time - Uses a reasonable amount of company’s IT systems - Eg: Most employees and contractors 			
Partial Staff Member <ul style="list-style-type: none"> - Uses a very limited part of the company’s IT systems - Doesn’t have a computer needing support - Eg: Non-Executive Directors and non-office (blue-collar) staff 			
Vendors and Partners needing an email account <ul style="list-style-type: none"> - A vendor or partner who supports a particular system for which they need an account and email address. Not involved in the operation of the business. - Eg: VISITS administrator account, service accounts, software vendors 			
Vendors and Partners NOT needing an email account <ul style="list-style-type: none"> - As above, but no email account is needed by the vendor and no Service Plan is assigned to them. 			
Former staff with active accounts <ul style="list-style-type: none"> - Staff who no longer work in the business, but where the Client has elected to keep the account active with an assigned Service Plan for the moment. 			
Shared Account <ul style="list-style-type: none"> - An account that does not belong to a person or entity and is not allocated a Service Plan. - Eg: general inquiry email addresses for accounts, recruitment and sales. 			
Guest or Other Account <ul style="list-style-type: none"> - An account created for guests or other administrative purposes. - Eg: Guest accounts into Microsoft Teams 			
Unassigned Service Plans <ul style="list-style-type: none"> - Service Plans which are not assigned to a person or entity. - They are spare and are available for allocation to future people. 			

Clarification of Product-related and Service-related terms

VISITS has a very broad product and service offering and we use a range of terms to describe these offerings or combinations of offerings. This addendum has been added to help with understanding how offerings are related but does not form part of the legal definition of the terms.

There are four core types of products and services we offer:

- **Hardware and Software** are products you purchase from us outright.
- **Subscriptions** are products we supply to you as an ongoing subscription.
- **Services**
- **Managed Solutions**, which are a bundle of Subscriptions and Services, supplied to you as an ongoing subscription.

We use the term **Products** and **Recurring Products** to describe groupings of these offerings.

Within the Service component, we offer **Managed Services, Professional Services, On Demand** and **Personnel Services**.

