

# Order Form

## Hosted Exchange 2013

ABN: 45 392 575 130  
 P: 07 5527 7887 F: 07 5527 7885  
 www.crystalit.com.au sales@crystalit.com.au



| Customer Information                          |  |   |        |  |
|---|--|---|--------|--|
| <b>1. Company Details</b>                     |  |   |        |  |
| Business Name                                 |  | ABN   |        |  |
| Address                                       |  |   |        |  |
| Suburb  |  | Postcode  |        |  |
| <b>2. Authorised Representative</b>           |  |   |        |  |
| Full Name                                     |  | Position  |        |  |
| Phone   |  | Fax   | Mobile |  |
| Email   |  |   |        |  |
| <b>3. New Customer</b> (Tick appropriate box) |  | <input type="checkbox"/> I am a new customer <input type="checkbox"/> I am an existing customer |        |  |

| Domain Details   |      |
|--|------|
| <b>4. Provide the primary domain for the Hosted Exchange Service</b>   |      |
| Domain Name  | www. |
| <b>5. Current Domain Name/Hosting Status</b>   |      |
| <input type="checkbox"/> This is a new domain name to be registered and hosted by Crystal IT Solutions - go to item 7<br>- For new Domain Name Registrations and hosting, a separate Domain and Hosting Order Form must be completed |      |
| <input type="checkbox"/> The domain name is hosted by another provider – complete the DNS hosting questions below at item 6  |      |
| <b>6. Current DNS Hosting Provider</b>   |      |
| Please provide name of your current DNS Hosting company  |      |
| Please provide contact details such as contact name and number and/or email address  |      |
| Provide Registry Key or Username & Password to your DNS Zone   |      |

| Hosted Exchange Packages   |  |                            |   |                             |
|--|--|----------------------------|---|-----------------------------|
| <b>7. Select the Hosted Exchange package for your domain. Please read notes below.</b>   |  |                            |   |                             |
| Tick   | Description                            | Monthly Rate (per mailbox) | Notes   | Quantity (No. of mailboxes) |
| <input type="checkbox"/>   | Hosted Exchange – Basic Mailbox        | \$6.00                     | 1GB Storage per mailbox                       |                             |
| <input type="checkbox"/>   | Hosted Exchange – Premium Mailbox      | \$12.00                    | 50GB Storage per mailbox                      |                             |
| <input type="checkbox"/>   | Hosted Exchange – Premium Mailbox Plus | \$17.00                    | 50GB Storage per mailbox plus Outlook license |                             |
| <b>Notes:</b><br>1. All mailboxes for each domain must be on the same Hosted Exchange package<br>2. A mailbox has a primary email address and can have multiple alias email addresses associated with it, at no additional cost.<br>3. All subscriptions to Hosted Exchange are charged annually in advance, however some pro-rata charges will be raised if customers increase their mailboxes mid-term.<br>4. Customer may terminate their subscription at any time by providing 60 days written notification.<br>5. All prices are GST inclusive. |  |                            |   |                             |

| Payment Details   |   |   |   |         |
|---|---|---|---|---------|
| <b>8. Payment Method</b>  |   |   |   |         |
| <input type="checkbox"/> Pay on invoice; OR   |   | <input type="checkbox"/> Pay by Credit Card (please debit the credit card below with monthly/annual fees) |   |         |
| <b>9. Credit Card Details</b> (Note: A credit card surcharge of 2.5% applies to any credit card transactions) |   |   |   |         |
| Card Type   |   | Cardholder Name   |   |         |
| Card Number   |   | Expiry Date   | / | CVN/CVV |
| Cardholder Signature  | ✕ |   |   |         |

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### Initial Setup Fees

#### 10. Setup & Provisioning of Primary & Secondary Domains

| Tick                     | Description                                 | One-Off Setup Fee | Provide Domain Name(s) for this Hosted Exchange Service |
|--------------------------|---|-------------------|---|
| <input type="checkbox"/> | Setup & Provisioning of Primary Domain      | \$500             | www.  |
| <input type="checkbox"/> | Setup & Provisioning of Secondary Domain(s) | \$200 per         | www.<br>www.  |

**Setup & Provisioning of your domain also includes:**

1. Perform audit of customer's requirements
2. Collate & document listing of user mailboxes, aliases, access & sharing requirements, mobile device usage and any other client specific configurations
3. Check client's hardware & software meet minimum system requirements
4. Setup & provision your Hosted Exchange infrastructure
5. Perform Domain Name verification

#### 11. Mailbox Setup Fee

| Tick                     | Description   | Setup Fee (per mailbox) | Notes | Quantity (No. of mailboxes) |
|--------------------------|---------------|-------------------------|-------|-----------------------------|
| <input type="checkbox"/> | Mailbox Setup | \$100                   |       |                             |
|                          | Mail # Setup  | \$100                   |       |                             |

**Mailbox Setup includes:**

1. Setup user mailboxes, alias emails & groups (distribution lists)
2. Setup Public or Resource folders
3. Configure email account in client software on user's PC (Outlook, Mac Mail, etc)
4. Setup contact/calendar sharing and/or email delegation (as required)
5. Setup mobile device for sync (iPhone/iPad, Android, Windows, Tablet, etc)
6. Delegation of MX Record

### Optional Services

#### 12. Mailbox Migration (Optional)

| Tick                     | Description       | Migration Fee (per mailbox) | Notes  | Quantity (No. of migrations) |
|--------------------------|-------------------|-----------------------------|--|------------------------------|
| <input type="checkbox"/> | Mailbox Migration | \$100                       | Mailbox migration can be performed for all or only a selected number of mailboxes. |                              |

**Mailbox Migration includes:**

1. Migration of Emails, Contacts, Calendars & Tasks from previous email system to Exchange
  2. Migration of Nickname (Suggested Contacts) file
  3. Data Migration for Mac's are charged at hourly rates (ie. no fixed pricing)
- NB: migrations for companies with many users may take a number of days to complete

#### 13. User Training (Optional)

| Tick                     | Description   | Training Fee (per hour) | Notes  | Quantity (No. of hours) |
|--------------------------|---------------|-------------------------|--|-------------------------|
| <input type="checkbox"/> | User Training | \$130                   | Provide an estimate of the number of hours required. |                         |

**Training can be provided in the following topics:**

1. Working with Shared Calendars
2. Working with Shared Contacts
3. Working with Public Calendars
4. Working with Outlook Web Access

### Customer Authorisation

14. Customer Declaration (please tick  all boxes below)

YES, I have read, understand and agree to the Crystal IT – Hosted Exchange Terms and Conditions on this Order Form and at www.crystalit.com.au and accept them in full. I am 18 years or older and enter into this agreement as the Customer, or on behalf of the customer as their authorized representative.

I understand that by signing and clicking submit, this Order Form shall become legally binding, and that my subscription will be non-cancellable before its anniversary date.

|           |          |          |     |
|-----------|----------|----------|-----|
| Full Name |          | Position |     |
| Signature | <b>x</b> | Date     | / / |

Please complete this form on line, then print off and sign the Customer Authorisation AND Credit Card Authorisation section (if applicable) and fax, post or email both pages to Crystal IT

Not supported in Chrome or Firefox

# Hosted Exchange 2013 Terms and Conditions

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## Definitions:

**Client** – the entity who engages our services. The entity may be an individual, partnership, trust or incorporated body.

**Provider** – the entity that provides the products, services and solutions to the Client and includes *Crystal Integrated IT Solutions* or *CloudM8*.

**Sites** – includes any website or cloud-based system which the Provider and/or Client accesses as part of the Subscription Service, and may include sites which the Provider has either full control over or for which it may be a reseller or partner of.

**Services** – includes all services, products and solutions provided by the Provider to the Client.

**Subscription** – A service (or collection of services) offered by the Provider, which the client has subscribed to.

**Subscriber** – A client who has subscribed to a service(s)

**Subscription Fees** – Annual fees charged by the provider for subscriptions

**Subscription Period** – the duration of the subscription (in most cases this will be annual).

## Fees:

As a Subscriber, you agree to pay our then-current and applicable subscription fees for the Service(s), based on the level of Services for which you sign up. Your use of the Services are limited to the restrictions established in your applicable plan (e.g. number of accounts or storage quotas). The Provider charges and collects subscription fees in advance for all Services offered. Unless you designate in your Subscription preferences or notify us that you do not want your subscription to be auto-renewed, you agree that we may automatically renew your Subscription to the Services and automatically charge you the then-current renewal fees for such renewed subscriptions and that we may use the credit card associated with your subscription, at the beginning of each recurring period.

You further acknowledge, that our annual subscription fee includes support for any requested changes, modifications and/or troubleshooting of the Hosted Exchange back-end (limited to alterations or reconfiguration within the Hosted Exchange Administration portal, and excludes support for Desktop related issues), and that any support required which involves trouble-shooting or reconfigurations outside of the Hosted Exchange back-end, are not covered by your subscription and are separately chargeable at our prevailing hourly rates. You further acknowledge that prices may change over time due to exchange rate fluctuations.

## Non-Payment:

You agree that we may cancel or suspend your access to any Services if, at any time, you have not paid all fees that you owe to us. Strict adherence to payment terms must be observed by the Client to ensure continuity of service. In the event we are unable to collect the fees you owe us, we may take any other steps we deem necessary to collect such fees from you, and that you will be responsible for all costs incurred by us in connection with such collection activity, including collection fees, court costs and legal fees. Any amounts not paid when due, shall bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate, if less.

## Changes to Services or Subscription:

Clients are able to increase or upgrade their subscription at any time during the subscription period, in order to add capacity or the number of user accounts or to add additional services to their subscription, by providing a written request of their requirements to the Provider. Upon receipt, the Provider will make the necessary adjustments. Pro-rata charges will be raised for the balance of the subscription period. Requests to reduce the subscription will only take effect from the end of the current subscription period. Please note that the majority of Hosted Exchange and related applications have an annual commitment.

## Notice for Termination of Service or Subscription:

The Client or Provider may terminate the subscription or a service offered under a subscription, at any stage by providing 60 days written notice to the other party, except where the Provider terminates a service due to non-payment.

## Data Uploads:

Some ISP's add uploaded data to your monthly download allocation (please check with your ISP). The Provider accepts no responsibility for excess upload or download charges.

## Data Availability/Data Loss:

We may maintain regular backups of data to recover from any software/hardware failures. We do not make any representations or warranties about protection of your data nor guarantee data availability whatsoever. You expressly agree that your use of the Sites and/or Services is at your sole risk. Both the site and services are provided by us on an "as is" and "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, any warranties of merchantability, fitness for a particular use or purpose, non-infringement, title, operability, condition, quiet enjoyment, value, accuracy of data and system integration. We make no warranty that the site and/or services will meet your requirements, or that the site and/or services will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the site or services, or that defects in the site or services will be corrected. You understand and agree that any material or information downloaded or otherwise obtained through the use of the site or services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer services or loss of data that results from the download of such material and/or information. No advice or information, whether oral or written, obtained by you from us through the site, services, or otherwise will create any warranty, representation or guarantee not expressly stated in these terms of use.

## Limit of liability

You acknowledge and agree that we are only willing to provide access to the Services if you agree to certain limitations of our liability to you and to third parties. You understand that to the extent permitted under applicable law, in no event will we or our officers, employees, directors, parent companies, subsidiaries, affiliates, agents or licensors be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data, lost opportunities, or business interruptions or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy), arising out of or related to your use of or access to, or the inability to use or to access, the site, the services or your backed up data, regardless of whether such damages are based on contract, tort (including negligence and strict liability), warranty, statute or otherwise.

If you are dissatisfied with any portion of the Service(s), your sole and exclusive remedy is to discontinue use of our services. Our total liability to you for all claims arising from or related to the Service(s) is limited, in aggregate, to the greater of (i) the amount of fees actually paid by you for use of our services in the preceding month prior to the date the claim arose; or (ii) ten dollars (AUD \$10.00).

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

Without limiting the foregoing, under no circumstances WILL WE be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, OR non-performance of third parties

## Indemnification:

You agree to indemnify, defend and hold harmless the Provider, our parent company, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants and agents, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable legal fees and court costs) that such parties may incur as a result of or arising from (i) any of your Content or Backed up Data, (ii) your use of the Site or Services, (iii) your violation of these Terms of Use, (iv) your violation of any rights of any other person or entity, or (v) any viruses, trojan horses, worms, time bombs, or other similar harmful or deleterious programming routines input by you into the Site or Services.