IT Capability Strategy: Service Agreement

ITSM-UP, ABN 60 492 078 815 · Version 1.4 · 4 November 2026

1. Who this agreement is between

This agreement is between ITSM-UP, ABN 60 492 078 815 (“ITSM-UP”, “we”, “us”) and the organisation named in the Order (“you”). The person accepting it confirms they are authorised to do so on behalf of that organisation.

The “Order” is the package, scope and fee shown to you when you accept this agreement: on our website order page, in your online workspace, or in a written proposal from us.

2. The services

Self-serve online assessment. Access to a private online workspace for 90 days (30 days on the Single practice plan, which covers one practice for one person), where your team answers the assessment questions and uploads supporting documents, and then generates an assessment report: maturity scores, gap analysis, a costed and scheduled roadmap, benefits linked to your objectives, and a downloadable slide deck. No consultant review is included.

Consultant-reviewed assessment. Everything in the self-serve service, plus: a kick-off; a review by an ITSM-UP consultant of your answers and documents (one review day per practice in scope); a target-setting workshop with your leadership team; a roadmap, people sizing and costs tuned to your organisation; and a walkthrough of the report. We will agree the dates with you in writing.

Anything not described above is outside the scope of this agreement, for example implementation work, tool configuration or additional workshops. We are happy to quote for these separately.

3. Fees and payment

The fee is the amount shown in your Order, in Australian dollars. ITSM-UP is not currently registered for GST, so no GST is added to prices. If that changes, we will tell you before you pay and GST will apply only from the date we register.

Self-serve: the fee is paid in full before you get access to your workspace. **Consultant-reviewed:** unless your written proposal says otherwise, 50% is invoiced when you accept the Order and 50% when we deliver the report. Invoices are payable within 14 days.

Adding practices or changing the scope is charged at our published rates, or as agreed with you in writing. If you buy the self-serve assessment or a Strategy Review Workshop and then order an expert-led (consultant-reviewed) assessment within 60 days of paying, we credit those fees in full against it. Likewise, self-serve fees are credited in full against a Strategy Review Workshop ordered within 60 days of paying. You can upgrade a self-serve workspace to a larger self-serve plan from within your workspace. If you upgrade within 60 days of your first payment, everything you have paid for that workspace is credited against the new plan’s price; after 60 days the full price applies. Your answers and documents stay in the same workspace.

If an invoice is overdue, we may pause the services until it is paid.

4. Cancellations and refunds

Self-serve: you can cancel for a full refund within 7 days of paying, as long as no report has been generated. Once a report has been generated, the fee is not refundable, except where the law requires a refund.

Consultant-reviewed: you can cancel by email at any time. You pay for the work done up to the date of cancellation, and we refund any amount paid beyond that.

Nothing in this agreement excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law that cannot lawfully be excluded.

5. Your responsibilities

You agree to: give us information that is accurate and as complete as you reasonably can; only upload documents you are authorised to share; give access to your workspace only to people in your organisation who need it; keep sign-in details secure; and, for a consultant-reviewed assessment, make the right people available for the kick-off, workshop and walkthrough.

What not to share. The assessment only needs information about how IT services are run. Please do not upload or enter:

- Confidential documents that are not about how IT is run, such as financial statements, board papers, legal advice, mergers and acquisitions, or HR investigations
- Personal information about staff or customers: HR records, payroll, performance reviews, home addresses, health information, or customer account details
- Passwords, access keys, security configurations, vulnerability or penetration-test reports, or detailed network diagrams with addresses
- Commercially sensitive pricing in supplier contracts, unless it is needed for the assessment and you are allowed to share it
- Raw ticket exports with names, emails or phone numbers in them. Remove or mask those columns first

If something like this is uploaded by mistake, remove it from your workspace and tell us, and we will delete any copy we hold.

6. AI-assisted analysis

The service uses artificial intelligence (Anthropic’s Claude) to read your answers and documents and to draft maturity scores, gaps, roadmaps, costs and benefits.

The results depend on the information you provide. Costs, savings, timeframes and benefits are indicative estimates, not guarantees. In the self-serve service no person reviews the report before you receive it. You are responsible for the decisions you make using the report, and we recommend validating it before making major investment decisions.

7. Confidentiality, privacy and your data

We keep your information confidential and use it only to deliver the services to you. We do not sell your information. Our service providers, including the platform that hosts your workspace and the AI provider, process it only so that we can deliver the services. Some of these providers may store or process data outside Australia.

We handle personal information in line with the Privacy Act 1988 (Cth) and the Australian Privacy Principles, as described in our privacy policy (itsmup.com.au/privacy).

We keep your workspace for 12 months after we deliver the report, then delete it. You can ask us to delete it sooner by emailing itsmupconsulting@gmail.com.

Confidentiality does not apply to information that is already public, or that we are required by law to disclose.

8. Intellectual property

You own the information and documents you provide. We own our methodology, questionnaires, templates, tools and software (“ITSM-UP Materials”).

Once the fee is paid, you have a perpetual, non-exclusive licence to use, copy and share the report within your organisation and with your advisers, for your organisation’s own purposes. You may not resell the report, or use it or the ITSM-UP Materials to provide services to others.

9. Liability

We provide the services with due care and skill.

To the extent permitted by law: our total liability under or in connection with this agreement is limited to the fees you paid under the Order; and we are not liable for any indirect or consequential loss, including loss of profit, revenue or data.

Where the Australian Consumer Law lets us limit, but not exclude, our liability, it is limited to supplying the services again or paying the cost of having them supplied again.

10. Term and ending this agreement

This agreement starts when you accept it and ends when the services are delivered and your workspace access period has finished. Either of us may end it if the other seriously breaches it and does not fix the breach within 14 days of being asked to in writing. If the agreement ends early, you pay for the services provided up to that date.

11. General

This agreement, together with your Order and any written proposal from us, is the whole agreement about the services. If they conflict, a written proposal signed or accepted by both of us takes priority, then the Order, then this agreement.

We may update these terms for future orders. The version you accept applies to your Order.

Accepting this agreement electronically, by clicking “I agree”, has the same effect as signing it (Electronic Transactions Act 1999 (Cth)). Notices may be sent by email to the addresses in the Order. Questions about this agreement: itsmupconsulting@gmail.com.

This agreement is governed by the laws of Victoria, Australia, and both parties submit to the courts of that state.