

# Service Agreements and Policies | blueAPACHE

Canonical: <https://www.blueapache.com/legal/service-agreement>

## Details:

### Summary

A Service Agreement combines the Service Order, General Terms and Conditions, Acceptable Use Policy and applicable Schedules. The clause summary below describes General Terms v3.6. The current published download is General Terms and Conditions v3.7 , released 10 October 2026. Check the version, Service Order, Schedules and variations that apply to your particular agreement.

### Key facts

| Label                                    | Value                                                                                                                                                                      |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract documents                       | Service Order, General Terms and Conditions v3.6, Acceptable Use Policy, relevant Schedules                                                                                |
| Default term                             | 36 months from the Service Commencement Date, excluding Professional Services, unless the Service Description or Service Order states otherwise                            |
| Renewal                                  | Clause 2.8 provides for renewal by Written Notice; renewed periods are 36 months unless we advise otherwise. Clause 2.10 permits specified alternative renewal formalities |
| "Written Notice" means                   | A Service Order executed and authorised by the Customer, not a letter or email                                                                                             |
| No notice and continued use after expiry | All services on that agreement extend three months at then-current full list price, without Service Levels; the period then ends unless a Variation is agreed              |
| Fixed-fee billing                        | Monthly in advance unless the Service Order states otherwise                                                                                                               |
| Usage billing                            | Monthly in arrears where the Service Order specifies usage-based charging, subject to any Minimum Spend and contrary Service Order terms                                   |
| Default payment method                   | Direct debit on the due date                                                                                                                                               |
| Late payment charge                      | 4% over the RBA Cash Rate, calculated daily                                                                                                                                |
| Invoice dispute window                   | Pay by the due date; notify in writing within 60 Business Days of the invoice date with the error,                                                                         |

|                                             |                                                                                                                                                                  |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                             | calculation and evidence. Escalate a disputed determination within 10 Business Days                                                                              |
| Payment default cure period                 | 5 Business Days after written notice specifying the breach                                                                                                       |
| Specified breach cure period                | 20 Business Days after written notice specifying the breach                                                                                                      |
| Clause 19.3 per-claim limit                 | Greater of amounts paid under the agreement in the three months before the claim first arose or \$25,000, subject to clauses 19.1, 19.2, 19.4 and applicable law |
| Clause 19.4(e) limit                        | For breaches of clauses 16, 17, 18 or 20: \$1 million per event or series of connected events; \$2 million in aggregate                                          |
| blueAPACHE public liability insurance       | At least \$10 million per occurrence and in the aggregate                                                                                                        |
| blueAPACHE professional indemnity insurance | At least \$1 million per occurrence and in the aggregate                                                                                                         |
| Cyber liability insurance                   | No express cyber-cover minimum in v3.6; the Service Order may require additional insurance                                                                       |
| Governing law                               | Victoria, Australia                                                                                                                                              |

## What the Service Agreement is made of

The agreement is not one document. It is the Service Order you sign, the General Terms and Conditions v3.6, the Acceptable Use Policy, and a Schedule for each service. Where they conflict, a defined order of precedence decides which wins.

The General Terms provide several variation mechanisms. Clause 2.5's requirement for a written Variation signed by both parties is expressly subject to clauses 2.4, 2.10, 3.22 and 5.1. These include Acceptable Use Policy updates, renewal by email or fax with or without signature or by continued use, and Service Description updates on 30 days' notice. Other express provisions, including the fee provisions, must also be considered. The Schedules matter more than their profile suggests: service credits, site readiness requirements, early termination calculations and disengagement assistance all live there, and ten service Schedules are publicly available on our service-agreement page. The applicable Service Order identifies which Schedule governs a customer's services.

## Term, renewal, and the notice requirement

Unless a Service Description or Service Order says otherwise, services other than Professional Services run for an initial 36-month Minimum Service Period from the Service Commencement Date. Clause 2.8 provides for renewal by Written Notice, with renewed periods of 36 months unless we advise otherwise. Clause 2.10 permits a renewal Variation by email or fax, with or without signature, or by continued use of the relevant service. The separate no-notice holdover rule is described below.

The detail that catches people out is what counts as notice. "Written Notice" is defined as a Service Order executed and authorised by the Customer — not a letter, not an email. Declining renewal therefore requires a signed instrument, not correspondence.

If no notice is given and you keep using the service after the period ends, three things happen at once:

The Service Period for all services on that agreement extends by three months

Service Levels do not apply during those three months

You pay our then current full list price , regardless of any discount you previously held

At the end of the three months the period ends unless both parties agree a Variation. Diarise the notice date against the Service Commencement Date, not the invoice date.

## **Fees, invoicing and payment**

Fixed-fee services are charged monthly in advance for every month of the Service Period.

Usage-based services are charged monthly in arrears, subject to any Minimum Spend. Professional Services follow Schedule 1 unless the Service Order says otherwise.

For amounts due in advance, the tax invoice is issued at least 15 days before the due date; for amounts in arrears, on or after the due date. The default payment method is direct debit on the due date .

Electronic funds transfer or cheque is available only if we agree in writing and you meet our credit approval policy, with payment due within 14 days of the invoice date.

To the extent permitted by law, amounts payable by the customer are non-cancellable, non-refundable and payable without set-off or deduction . GST is payable in addition to fees.

Two mechanics affect usage billing. Usage is rounded up to the nearest whole unit — the General Terms give 1.4GB rounding to 2GB. And where a Minimum Spend applies, falling below it does not reduce the bill: the Minimum Spend remains payable .

## **Price changes we can make without a signed Variation**

Three mechanisms let fees move mid-term without both parties signing.

Third-party cost pass-through. If a contractor or licensor varies its charges to us — including the charging methodology, the amount, additional taxes, or the exchange rate that third party uses — We may vary your fees by the same proportion . The variation takes effect from the date the third party changed its charges , which may precede the date you are told.

Exchange rate movements. Where a Service Order prices against an Agreed Rate, we may vary fees when that rate changes at the end of any month, effective from the end of that month. The Agreed Rate is the exchange rate we use internally to produce our financial statements .

Increased costs. Under clause 7.4, where a listed event causes blueAPACHE a non-trivial increase — defined as more than \$500 per event or series of connected events — it may charge all its increased costs at the Time and Materials Rates on the Service Order, or its then current rates. The triggers are a change in scope or your requirements, your failure to perform an obligation, a negligent act or omission by you or your people, a change of law, a direction or policy change you issue, an assumption in the Service Order proving untrue, an act or omission of one of your third-party providers, or a Force Majeure Event. blueAPACHE drafts a Variation, must use reasonable efforts to mitigate the cost, and you must not unreasonably withhold or delay approval .

These clauses permit fee changes when their specified conditions are met. The exchange-rate mechanism requires a Service Order based on an Agreed Rate; it does not automatically apply to every international circuit or foreign-currency licence.

## **Late payment, and the dispute deadline that waives your rights**

Late payment attracts a charge calculated daily at 4% over the Reserve Bank of Australia's Cash Rate , from the date payment first becomes overdue to the date it is received, both dates inclusive. It is also a

termination trigger: we may terminate or suspend if payment is not made and the failure is not remedied within 5 Business Days of written notice.

The invoice dispute process is strict and runs in a particular order:

Pay the invoice in full by the due date. Disputing does not defer payment.

Notify us in writing within 60 Business Days of the invoice date, with the perceived error, the amount you believe is due, your calculation, and supporting evidence.

If you disagree with our determination, issue a Dispute Notice within 10 Business Days of receiving it.

Clause 12.15 then applies an irrevocable waiver: if you have not strictly complied with both windows, you permanently lose the right to have that amount or invoice recalculated, corrected or adjusted for any reason. The only carve-out is fraud by us.

The correction mechanism is also asymmetric. An error in your favour is credited against your next invoice, unless the invoice relates to the last period of the Service Period, in which case it is paid. An error in our favour is invoiced and payable within 14 days.

Sixty Business Days is roughly three calendar months, and it runs from the invoice date rather than from the date you discover the error. Any organisation that reconciles quarterly should check that cadence against this clause.

## **Service levels, and what does not count as one**

Under clause 3.7 we must meet or exceed any Service Level applicable to the services acquired, except where the failure arises from or is contributed to by a Reasonable Excuse.

Two definitional points matter more than the headline.

Only commitments printed under the heading "Service Level" in a Service Description are Service Levels. Response and resolution commitments described elsewhere — including anything labelled a Compliance Target — are not Service Levels and do not carry Service Level consequences.

Service Levels are measured using our own measurement tools, and clause 3.8 makes those results final and binding on the customer. This clause makes our measurement results final and binding; read it with the complete agreement, including dispute provisions, any Service Order variations and non-excludable legal rights.

Before relying on a published uptime figure such as the 99.999% for emPOWER Cloud or the 99.99% for connectivity, obtain the Schedule and confirm whether a credit exists, how it is calculated, and whether it is the sole remedy.

## **Reasonable Excuse**

The Service Level obligation is subject to a broad carve-out. The defined Reasonable Excuse list includes specified customer-caused failures or outages, actions taken at the customer's request, outages caused by third-party software used to deliver the services, Emergency interruptions, lack of timely customer participation, and outages caused by third parties other than blueAPACHE Personnel. A Schedule or Service Order may specify additional Reasonable Excuses. The service-delivery exception applies only to the extent that a failure, delay or breach arises from, or is contributed to by, a defined Reasonable Excuse. Force majeure and increased-cost provisions have their own definitions and conditions.

The phrase "or is contributed to by" is doing significant work. A failure need not be wholly caused by one of these events for the carve-out to bite.

## **Reporting, review and audit rights**

| Obligation              | Detail                                                                                                             |
|-------------------------|--------------------------------------------------------------------------------------------------------------------|
| Monthly reporting       | Standard reports on performance against key metrics, including Service Levels, within 5 Business Days of month end |
| Account Representatives | Each party appoints one, with authority to make binding day-to-day decisions                                       |
| Service review          | The parties meet every 6 months to review the services                                                             |
| Record retention        | We keep books and record for the Term and 7 years after it ends                                                    |
| Audit notice            | 5 Business Days , or 1 Business Day where a regulator or legislation requires it                                   |
| Audit scope             | Access to premises and records, and the opportunity to interview relevant personnel                                |

The general audit clause sets access and notice requirements. Confirm audit frequency, assistance and cost arrangements in the complete agreement. The APRA provisions separately address charges for business-continuity testing and technical reviews.

## Personnel

We must perform with due skill and care, within any timescales in the agreement or otherwise a reasonable time, and must ensure its people are at all times properly qualified and experienced for their tasks.

If you believe an individual is not performing properly or is behaving unprofessionally, raise it immediately with our project manager, who must attempt to resolve it promptly. If you remain unsatisfied you may require that person to be removed from your services, and we must promptly replace them at our own cost .

## Liability and indemnities

Under v3.6 clause 19.3, subject to clauses 19.1, 19.2 and 19.4 and to the extent permitted by law, the per-single-claim limit is the greater of amounts paid under the Service Agreement in the three months before the claim first arose or \$25,000. Clause 19 also excludes specified categories of loss. Clause 19.4(e) separately specifies \$1 million per event or series of connected events and \$2 million in aggregate for breaches of clauses 16, 17, 18 or 20. These are different clause-specific limits, not a guarantee that one is higher than another.

Read that against our insurance obligations below: professional indemnity cover is required at \$1 million each occurrence and in the annual aggregate, which is half the \$2 million sub-cap it may face.

## Intellectual property and your data

Each party keeps its pre-existing intellectual property. You own all Customer Data and Customer Records. we own Deliverables and grants you a worldwide, royalty-free licence to use them internally for the Service Period, once fees are paid. Neither party may use the other's marks without consent, though each agrees to be referenced in the other's marketing.

We will not access, delete, edit or vary Customer Data except as specified in the Service Order or as necessary to comply with law, including the Telecommunications Act 1997 and the Telecommunications (Interception and Access) Act 1979.

## **Suspension: two regimes that differ on who pays**

The distinction is easy to miss and expensive to get wrong.

Suspension for your breach (clause 24.3). Fees are not relieved during the suspension, we have no liability for loss arising from it, and reinstatement may attract a re-instatement fee, including charges our own suppliers impose on it.

Suspension or cancellation on our grounds (clause 3.26). Here you do not incur fees during suspension. The grounds are a contractor suspending or cancelling the service, including where it reaches end of life or is replaced by newer technology; blueAPACHE determining provision is no longer practical for legal or regulatory reasons; or reasonable suspicion that continuing would compromise the security of the blueAPACHE Environment. Notice is "as much as is reasonably possible in the circumstances" — no minimum period is fixed. Both parties must use best efforts to find a solution that prevents or limits the suspension.

## **Termination**

Your rights (clause 24.1). You may terminate immediately by Written Notice if blueAPACHE breaches any provision and does not remedy it within 20 Business Days of notice specifying the breach, or immediately and without cure if it ceases to carry on business or becomes insolvent.

Our rights (clause 24.2). We may terminate or suspend part or all of the agreement by written notice for non-payment not remedied within 5 Business Days after written notice specifying the breach, or a breach of clauses 6, 13.6–13.13, 14.2, 16, 18, 21.4 or 27.4 not remedied within 20 Business Days after written notice specifying the breach. The clause also permits termination or suspension without those cure periods if the customer ceases business, becomes insolvent, merges, sells substantially all its assets or undergoes a change of control.

Change of control is defined broadly: an entity acquiring 50% or more of your voting shares, equity interest or assets; a change in a majority of your board or partners; or any other effective change of control. Any organisation contemplating a sale, merger or major investment round should raise this clause early, because it hands blueAPACHE an immediate termination right with no cure period.

## **What happens on termination**

Termination does not release you from money owed, excuse any fee instalment, entitle you to a refund, or discharge either party from liability already incurred.

You must immediately pay any fees outstanding for an unmet Minimum Service Period or unmet Minimum Spend. Terminating a 36-month service early therefore crystallises the balance as an immediate debt.

On equipment and information: we may enter your site on reasonable notice during a Business Day to recover our equipment and intellectual property; you must promptly return its equipment or be charged full replacement value; each party must return or certify destruction of the other's confidential information and material; and your licence to Deliverables ends immediately.

Most importantly: You are solely responsible for taking a copy of your data before the end of the Service Period. Clause 9.1 requires us to delete Customer Data at the end of the period and sets no grace period and no maximum time for data return. The one stated timeframe — Customer Records within 10 Business Days of request under clause 17.3 — applies to Records, not to Customer Data. If

retrieval matters, negotiate an explicit exit window into the Schedule before signing.

## **Transition-in and disengagement**

Disengagement Services are what clause 9 sets out plus whatever a Schedule adds.

## **Force majeure**

A Force Majeure Event includes earthquake, fire, flood and inclement weather; pandemic, national emergency, terrorist act and war; malfunction or failure of telecommunications equipment or services including the internet, other than where those form part of the blueAPACHE Environment; consequences of a virus, Trojan horse or malicious code that current commercially available anti-virus software could not have prevented; industrial action or inaction; government action or inaction; insolvency of a material subcontractor; and any circumstance beyond the party's reasonable control. The list is inclusive, not exhaustive.

Neither party is liable for delay or failure to the extent caused by such an event, and performance is suspended accordingly. If the delay exceeds 20 Business Days, either party may terminate immediately by written notice.

The commercial sting is in the tail. On that termination the customer must still pay fees to the date of termination and the Early Termination Payment defined in the relevant Schedule — and that payment is due regardless of which party terminates and regardless of which party was affected by the event. A force majeure event affecting we can therefore end in the customer paying an early termination charge. A Force Majeure Event is also a listed trigger for increased costs above \$500.

## **Take-down notices and our removal rights**

You are solely responsible for the content and accuracy of your data. You must promptly notify us if you receive a take-down, service cessation or link deletion notice from the Australian Communications and Media Authority or another regulator, or a direction from the Telecommunications Industry Ombudsman relating to your data, and must promptly comply with it. Failure is an express ground for termination or suspension if not remedied within 20 Business Days.

We hold two removal rights of different strength:

Clause 14.3, discretionary. It may intercept, remove, alter or prevent access to data or a person it believes is breaching or attempting to breach the agreement including the Acceptable Use Policy, or where it is necessary or prudent following a regulatory notice or Ombudsman direction.

Clause 14.4, absolute discretion. Without accepting any duty to monitor, it may remove without prior notice or liability any data it believes in its absolute discretion breaches or may breach the agreement, or may expose blueAPACHE or its people to harm or liability.

Provided we act in good faith, You may not dispute action taken under either clause, even if you have paid the applicable fees.

## **Risk, title, PPSR and insurance**

Title to the blueAPACHE Environment, Facility or Premises never transfers to you. You retain all title and risk in your own equipment, managed equipment, software and data, including data handled in connection with co-location services, and must insure those items with a reputable insurer for full replacement value against all risks, including fire, accidental loss or damage, and attack from viruses, Trojan horses or other malicious code.

IP addresses are not portable. Where we allocate internet protocol numbers, your right to use them ends with the Service Period and we may re-assign them. Anything with a hard-coded address — partner firewall rules, allow-lists, DNS records, third-party VPN peers — needs renumbering on exit. For related connectivity services, see Core Network and Data Centre Interconnect .

You must not register a security interest under the Personal Property Securities Act 2009 against us or its people in respect of the blueAPACHE Environment, Premises, Facility, your software, records or data, or any co-location data. Breach of clause 21.4 is an express ground for immediate termination or suspension if not remedied within 20 Business Days.

We must maintain, with a reputable APRA-authorised insurer:

| Cover                  | Minimum                                                           |
|------------------------|-------------------------------------------------------------------|
| Public liability       | At least \$10 million each occurrence and in the annual aggregate |
| Professional indemnity | At least \$1 million each occurrence and in the annual aggregate  |
| Workers' compensation  | As required by law                                                |
| Anything further       | As set out on the Service Order                                   |

It must produce evidence of cover promptly on written request. No cyber liability insurance is required by the General Terms , which is worth noting for a provider whose services include managed detection and response.

## APRA-regulated customers

Clause 10 adds obligations where the customer is an APRA-regulated entity and the services are a material business activity under Prudential Standard CPS 231.

You warrant that you complied with APRA's requirements in selecting and appointing blueAPACHE, and that you will meet ongoing obligations for review, monitoring, renewal, change management, risk management including contingency planning, resourcing and governance. If APRA varies CPS 231 or introduces a new standard you must tell blueAPACHE, and the parties will try to agree an adjustment — but We are entitled to charge for the additional cost of varying the agreement and services to meet the new requirement .

On an APRA Request — for information, documents, records, an on-site visit or anything else contemplated by the prudential standards — We will promptly notify you, comply insofar as the request is within APRA's statutory authority, and not disclose or advertise that APRA is conducting or has conducted an audit , except as needed to coordinate with other APRA-regulated customers.

Where you require a business continuity plan, clause 10.4 sets a minimum content standard: the activities needed to minimise interruption, how our plan integrates with yours, the triggering events, each party's roles and responsibilities, and the processes to prevent loss or damage to data, property, assets or resources and restore the services. You may require testing every 6 months or when reasonably requested , with results provided within 7 days of the test ending.

The cost position is explicit and one-directional: BCP testing and technical reviews are charged to the customer at Time and Materials Rates or our then current rates.

## Non-solicitation

Clause 22 imposes a mutual 12-month restraint on engaging the other party's employees and contractors.

## Disputes and governing law

Clause 26 provides for a written Dispute Notice and escalation from each party's representative to senior representatives before court proceedings. It expressly permits urgent equitable relief, and the negotiation process does not apply to disputes about whether the Service Agreement was validly terminated. "Senior representative" is not defined by name or title. The agreement is governed by the laws of Victoria, with exclusive jurisdiction in the Victorian courts.

For invoice disputes specifically, the clause 26 process is additionally gated by the 60 and 10 Business Day windows described above.

## Related

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[Privacy policy](#)

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[Support and service levels](#)

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### ***What is the standard contract term?***

For services other than Professional Services, the default is 36 months from the Service Commencement Date unless the Service Description or Service Order says otherwise. Renewal and no-notice continued use follow the different rules in clauses 2.8–2.10, described above.

### ***What happens if I do nothing at the end of the term?***

If no notice is given under clause 2.8 and you continue accessing or using a service after expiry, all services on that agreement extend for three months without Service Levels at our then-current full list price. The period then ends unless the parties agree a Variation.

### ***How do I give notice not to renew?***

By Written Notice, which the General Terms define as a Service Order executed and authorised by the Customer. A letter or email does not meet the definition.

### ***How do I terminate early?***

Early termination triggers immediate payment of fees for any unmet Minimum Service Period and unmet Minimum Spend, plus the Early Termination Payment set out in the relevant Schedule.

### ***Are there service credits if a service level is missed?***

None are in the General Terms and Conditions. Confirm whether a credit exists for your service, how it is calculated, and whether it is your sole remedy.

***Who measures whether a service level was met?***

We use our own measurement tools. Clause 3.8 makes those results final and binding on the customer.

***Is everything in a Service Description a service level?***

No. Only commitments printed under the heading "Service Level" are Service Levels. Response and resolution commitments described elsewhere, including Compliance Targets, are not.

***Can blueAPACHE raise prices mid-term?***

Yes, in three situations without a signed Variation: third-party cost increases passed through in the same proportion, exchange rate movements against an Agreed Rate, and increased costs above \$500 per event under clause 7.4.

***What happens if an invoice is wrong?***

Pay it in full by the due date, then notify us in writing within 60 Business Days of the invoice date with your calculation and evidence. If you disagree with the outcome, issue a Dispute Notice within 10 Business Days. Miss either window and clause 12.15 irrevocably waives your right to have the amount corrected, except in the case of fraud by us.

***What is the late payment charge?***

4% over the Reserve Bank of Australia's Cash Rate, calculated daily from the date the payment first becomes overdue to the date it is received, both dates inclusive.

***What is your liability cap?***

Under v3.6 clause 19.3, the per-single-claim limit is the greater of amounts paid under the agreement in the three months before the claim first arose or \$25,000, subject to clauses 19.1, 19.2 and 19.4 and applicable law. Clause 19.4(e) separately provides \$1 million per event or series of connected events and \$2 million in aggregate for breaches of clauses 16, 17, 18 or 20. The applicable limit depends on the claim and your agreement.

***Who owns my data and can I get it back?***

You own all Customer Data and Customer Records. We must provide Customer Records within 10 Business Days of a request. Customer Data is different: clause 9.1 requires deletion at the end of the Service Period with no stated grace period, and you are solely responsible for taking a copy beforehand.

***Can blueAPACHE suspend my service, and do I still pay?***

It depends which clause applies. Suspension for your breach under clause 24.3 does not relieve fees and may attract a reinstatement fee. Suspension on our own grounds under clause 3.26 — end of life, legal or regulatory reasons, or a security concern — does not incur fees.

### ***What happens if my company is acquired?***

A change of control gives blueAPACHE an immediate right to terminate or suspend, with no cure period. Change of control includes an entity acquiring 50% or more of your voting shares, equity or assets, or a change in a majority of your board.

### ***Can we delete my content?***

Yes. Clause 14.3 allows removal where it believes the agreement or Acceptable Use Policy is being breached or where a regulator or Ombudsman has acted. Clause 14.4 allows removal without prior notice or liability, in its absolute discretion, where content may breach the agreement or expose blueAPACHE to harm or liability. If it acts in good faith you may not dispute either.

### ***Do I keep my IP addresses if I leave?***

No. Your right to use allocated internet protocol numbers ends with the Service Period and we may re-assign them. Scope renumbering before exit.

### ***What insurance do you carry?***

At least \$10 million public liability and \$1 million professional indemnity, each per occurrence and in the annual aggregate, plus workers' compensation as required by law, with a reputable APRA-authorised insurer. Cyber liability insurance is not required by the General Terms.

### ***What extra applies if we are APRA-regulated?***

Clause 10 applies where you are APRA-regulated and the services are a material business activity under CPS 231. It adds customer warranties about your selection and governance process, APRA direct access rights, a minimum standard for any business continuity plan, six-monthly BCP testing with results in 7 days, and technical reviews. BCP testing, technical reviews and any variation needed to meet a new APRA requirement are charged to you.

### ***Can I audit blueAPACHE?***

The general audit provision allows access to premises, records and relevant personnel on 5 Business Days' notice, or 1 Business Day where a regulator or legislation requires it. Confirm frequency, assistance and costs in the complete agreement; APRA testing and technical reviews have separate charging provisions.

### ***Which law applies?***

General Terms v3.6 specifies Victorian law and exclusive Victorian jurisdiction. Clause 26 provides a pre-court negotiation process, with exceptions for urgent equitable relief and disputes about whether the Service Agreement was validly terminated.

### ***What is a blueAPACHE Service Agreement?***

A Service Agreement is a comprehensive, multi-component contractual document that establishes the complete framework governing the provision of professional services, deliverables, and data management between blueAPACHE and its customers. It is the binding foundation for all service delivery engagements.

***What are the four components of a blueAPACHE Service Agreement?***

A Service Agreement comprises the Service Order, the applicable General Terms and Conditions, the Acceptable Use Policy and applicable service Schedules. Confirm the version and any agreed variations for your engagement.

***What is the order of precedence when there is a conflict between Service Agreement documents?***

Conflicts are resolved in this order of priority: 1) Service Order (highest priority), 2) General Terms and Conditions, 3) Schedules, 4) Acceptable Use Policy (lowest priority), ensuring customized service-specific terms take precedence over default general terms.

***Which version of the General Terms is currently published?***

The current published download is General Terms and Conditions v3.7, released 10 October 2026. The version applicable to a particular customer depends on its agreement and agreed variations.

***What key areas does the Service Agreement cover?***

The Service Agreement includes 27 numbered sections covering formation, service delivery, payment, intellectual property, confidentiality, security, privacy, liability, termination, and dispute resolution.

***Who is the company behind blueAPACHE, and how can they be contacted?***

We are Blue Apache Pty Ltd, operating as blueAPACHE, based in Australia. Customer support can be reached by telephone at +61-3-8696-9369.

***Where can I check the current General Terms document?***

Use the General Terms and Conditions download on our service-agreement page. The published v3.7 document carries a release date of 10 October 2026; that document date is not an editorial review date for this summary.