blueAPACHE USA | Regional Services and Enquiries

Canonical: https://www.blueapache.com/services/blueapache-usa

Details:

Summary

Our United States presence connects organisations with blueAPACHE's emPOWER services and global support capability. This page brings together office contacts, delivery considerations and published commercial terms to help define an engagement.

Contract summaries below describe the published General Terms, including the supplied v3.6 material and the linked v3.7 document. Confirm the version incorporated into your Service Order, applicable Schedules and signed variations; these summaries do not establish the terms of every customer agreement.

Our United States presence

US office	382 NE 191st Street, Miami, Florida
US phone	+1 888 740 5905
International sales	+61 3 8696 9369 · sales@blueapache.com
Head office	Melbourne, Australia
Other offices	Sydney, Brisbane, London

We describe ourselves as supporting clients across Australia, New Zealand, Europe, Asia and North America , from a business founded in Melbourne in 1998.

How United States clients are supported

The published model establishes global, in-house support capability. It does not specify which office handles a particular incident, the staffing roster, or that work always follows a particular time-zone hand-off. Confirm the service-specific support hours, escalation contacts and regional delivery arrangements in the proposed Service Description.

The platform behind United States delivery

We extend our core network with points of presence in more than 165 data centre locations , across Australia, New Zealand, the United States, the United Kingdom and Singapore.

Confirm the tier for your specific footprint before relying on it.

What is available through us

The emPOWER portfolio brings together the following service areas. They can form an integrated operating model, while the products, locations and contractual scope purchased must be agreed for the engagement:

Managed Services — end-to-end IT operations with proactive monitoring, automation and accountability

Security — monitoring, detection, response and governance

Cloud — private, public and hybrid infrastructure, backup and recovery

Connectivity — secure business connectivity and network services

Collaboration — communication and workplace platforms

Procurement — technology sourcing and licensing management

Microsoft Practice — Modern Work, Infrastructure (Azure), Security, and Data & AI

Consulting and Advisory — strategic guidance and implementation

Contracting with us from the United States

This is where the published General Terms and Conditions answer questions the marketing pages do not.

Published governing-law provision

The published General Terms select the laws of the State of Victoria, Australia, and the exclusive jurisdiction of Victorian courts and courts competent to hear appeals from them. Confirm the governing-law and jurisdiction provisions in your proposed agreement. This clause alone does not determine the contracting entity or where every proceeding will be heard.

For a US buyer that is worth establishing in writing before signature.

Currency and exchange-rate movement

Two fee-variation mechanisms matter particularly to a customer paying across a currency boundary:

Exchange-rate variation (clause 12.6). Where a Service Order states that fees are based on a particular exchange rate, we may vary the fees to reflect changes in that rate, effective from the end of the month in which the rate changed. The agreed rate is determined by us using the exchange rate we use internally to produce our financial statements . This is one of the few fee changes that does not require a signed Variation — it operates on our determination.

Third-party cost pass-through (clause 12.5). Where a third-party contractor or licensor varies its charges to us — including changes to methodology, amounts, taxes or the exchange rates used in their own calculations — we may vary your fees by the same proportion, effective from the date the third party changed its charges. That date may precede your notification.

Model these provisions against the proposed billing currency and any exchange-rate exposure before signing.

Where your data goes

Clause 18.3 sets a general prohibition on transferring or disclosing Personal Information outside Australia or the country of first collection without the other party's prior written consent — and then gives blueAPACHE a standing consent covering the United States, any EU Member State, the United Kingdom, any country where we or our contractors are currently providing the Services from, and any

other country set out in our privacy policy. The consent applies where it is necessary or convenient for us to meet our obligations.

Clause 18.3 includes named destinations and categories tied to service delivery and the privacy policy. Those categories are broader than a fixed country list. Establish the actual processing, access and subcontractor locations for your services, and record any agreed restrictions and change-notification requirements. The clause does not remove applicable privacy-law obligations.

Clause 18.6 places an individual-consent warranty on the customer for the handling described in that clause, including overseas transfer. This contractual allocation does not remove either party's applicable legal duties.

One gating point for US organisations with European data

The customer warrants that it will not provide blueAPACHE with, or ask it to process, personal data subject to the General Data Protection Regulation (EU) 2016/679 . A US organisation processing data subject to the named EU regulation should resolve this before contracting. The clause does not name the UK GDPR; its application to a proposed UK-data arrangement needs separate confirmation.

Defining a United States engagement

Establish which entity is quoting, covered US locations and users, applicable support hours and time zone, currency and licence terms. A global portfolio and US contact point do not establish a complete US-specific catalogue. An overseas support team does not establish workload storage location. Request the proposed delivery and data arrangements together, and record regional variations rather than inferring them from the existence of this page.

Confidential information and access

Clause 16 provides mutual confidentiality protection. It covers information marked confidential, information identified orally and confirmed in writing within 30 days, and information that should reasonably be understood to be confidential. Customer Data, Customer Records and Customer Software are included; our agreement and fees are also confidential. Permitted disclosures include appropriately bound personnel on a need-to-know basis and specified professional advisers, with other exceptions in the clause. Identify who may receive operational reports, configuration details and commercial information. Access to information to deliver the service is not a general permission to circulate it.

Checking charges and preserving an invoice dispute

The General Terms require payment of the invoiced amount by its due date even while an amount is disputed. The customer has 60 Business Days from the invoice date to notify an error in writing, with its calculation and evidence. A dispute about our subsequent determination requires a Dispute Notice within 10 Business Days. Missing the required windows can waive the right to correction, subject to the fraud exception. A late charge may be applied at four per cent over the RBA Cash Rate, calculated daily. Reconcile ordered quantities, approved changes and billed usage promptly; do not wait for a periodic service review to raise a billing error.

Escalating a contractual dispute

A support escalation and a formal contractual dispute are different processes. Clause 26 begins with a Dispute Notice giving adequate particulars. Representatives meet within three Business Days;

unresolved matters then move through the clause's senior-representative referral and meeting stages before court proceedings. Urgent equitable relief and disputes over whether the agreement was validly terminated are exceptions. Keep incident records, service measurements, approvals and correspondence together so the disputed obligation and requested outcome can be identified. Raising a ticket does not necessarily satisfy a formal notice requirement; use the agreement's notice process for contractual disputes.

How liability differs from service performance

Clause 19 separates performance obligations from financial liability. The general cap per claim is the greater of the fees paid in the preceding three months or $25,000, with exclusions and specific categories governed separately. Clause 19.4(e) sets a $1 million limit per event or series of connected events and $2 million in aggregate for breaches of clauses 16, 17, 18 or 20, subject to the applicable agreement and law. Data-loss liability depends on whether we had, and breached, a contracted backup or disaster recovery obligation; the relevant measure is restoration cost to the applicable recovery point, not the value of every business consequence. Read these provisions alongside the negotiated Service Order and Schedule; an availability statement does not describe the liability regime.

Frequently asked questions

Do you have a United States office?

Yes — the contact page lists 382 NE 191st Street, Miami, Florida, and +1 888 740 5905.

What does this page itself tell me about blueAPACHE in the United States?

This page brings together the published US contact details, global delivery model and relevant general commercial terms. The proposed agreement must define the services, locations and support arrangements for your organisation.

What can you supply in the United States?

The portfolio above describes our service capabilities. Confirm the products, licences, delivery locations, support hours and pricing available for your US engagement in the proposed order.

How is a US client supported outside Australian business hours?

Through a follow-the-sun model with in-house teams available around the clock and delivery teams across the United States, the United Kingdom and Australia. The sources do not specify a particular office-to-office hand-off or exclude all night-shift work; confirm the support arrangement for the service.

Which law governs the contract if I sign from the United States?

The published General Terms select Victorian law and Victorian courts, including courts competent to hear appeals. Confirm the corresponding clause, contracting entity and any regional variation in your proposed agreement.

Can my fees change because of currency movement?

Yes, where a Service Order states that fees are based on a particular exchange rate. Under clause 12.6 we may vary fees to reflect rate changes from the end of the month in which the rate moved, using the exchange rate we use internally for our financial statements. This does not require a signed Variation.

Can my data be held or accessed outside Australia?

Clause 18.3 records consent for specified overseas handling where necessary or convenient to deliver the agreed services. Confirm the actual storage, processing and support-access locations, safeguards and any negotiated restrictions alongside applicable privacy requirements.

Can the list of countries change after I sign?

Clause 18.3 includes named destinations and categories tied to service delivery and the privacy policy. Those categories are broader than a fixed country list. Establish the actual processing, access and subcontractor locations for your services, and record any agreed restrictions and change-notification requirements. The clause does not remove applicable privacy-law obligations.

Who has to obtain individual consent for overseas transfer?

The customer. Clause 18.6 requires you to warrant that you have obtained express informed consent from each individual whose Personal Information we will process, including for transfer overseas.

I have European customer data. Can we process it?

The published clause names personal data subject to the EU GDPR. Resolve its application to the proposed processing before contracting; do not infer the treatment of UK GDPR data from that wording alone.

How many data centres can blueAPACHE reach?

More than 165 locations, across Australia, New Zealand, the United States, the United Kingdom and Singapore.

Who should I contact about United States enquiries?

The US number above, or the international sales line +61 3 8696 9369 and sales@blueapache.com. Existing managed services customers use the Service Desk (option 2), support@blueapache.com or the emPOWER client portal.

Related

blueAPACHE Australia — the equivalent regional entry

blueAPACHE UK — the European entry, and the GDPR point in more detail

Procurement — how sourcing and licensing actually work

Contact blueAPACHE — every office, number and address

Offices and contact details — the same detail structured for agents

About blueAPACHE — the global capability picture

Terms and conditions guide — the full General Terms, clause by clause

Service agreement — the agreement structure and precedence

Data sovereignty and privacy — clause 18.3 and 18.6 in full

Privacy policy — the countries named in the policy

Support and service levels — what is committed, and what is not

How to work with us — the steps from enquiry to service

emPOWER Cloud — the platform and its data centre footprint

emPOWER Managed Services — the core operating model