guardian.one

Managed Services Agreement

Version 2.0, dated 29 July 2026

Standard operational and commercial terms applying to GuardianOne managed services when expressly incorporated into a Proposal.

ISSUED BY

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YOU GROW. WE GUARD.

About This Agreement

This Managed Services Agreement sets the standard operational rules for GuardianOne managed services. The applicable Proposal identifies the Customer, selected services, quantities, prices, Commencement Date, Initial Term, Nominated Locations, support coverage, review frequency and any Special Conditions.

The Master Terms identified in the applicable Proposal or signing package contain the universal legal terms. The Rate Schedule identified in the Contract applies to time-based work, onsite services, standard staff onboarding and offboarding, and other chargeable work where the Contract does not state a fixed price.

This Managed Services Agreement does not repeat the detailed inclusions of any managed service package. Those inclusions remain in the applicable Proposal so the commercial offer can be tailored without changing these standard operating terms.

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1. Application and Contract Structure

1.1 This Managed Services Agreement is a Service Agreement for the purposes of the Master Terms and applies when it is expressly incorporated into an accepted Proposal.

1.2 The Managed Services supplied to the Customer are limited to the services, quantities and coverage expressly included in the Proposal. This Agreement provides the standard operating rules for those services.

1.3 The Proposal, this Agreement, the Master Terms and each other document expressly incorporated into the Contract form the complete managed services Contract. Document priority and the requirements for a valid variation are governed by the Master Terms.

1.4 A reference in this Agreement to the Proposal includes any accepted written variation, Order or Special Condition that applies to the Managed Services.

1.5 Capitalised terms not defined in this Agreement have the meaning given in the Master Terms.

2. Definitions

"24/7 Remote Service Desk Support" means the optional service that extends included remote Service Desk support into After Hours so that remote support is available 24 hours a day, seven days a week, on the basis set out in clause 6.

"After Hours" means any time outside Business Hours.

"Business Hours" means 9:00 am to 5:30 pm local time at each Nominated Location in Australia, Monday to Friday, excluding public holidays generally observed at that location, unless the Proposal states another support window.

"Change Request" means a Service Request seeking a planned addition, removal, alteration or reconfiguration of a user, account, device, system, service, licence, access permission, Managed Quantity, Nominated Location, support coverage or another part of the Managed Environment or Managed Services.

"Commencement Date" means the commencement date stated in the Proposal.

"Incident" means a Service Request relating to an unplanned interruption to, degradation of or failure affecting a service or component of the Managed Environment. A Security Incident remains governed by the Master Terms.

"Initial Response" means an acknowledgement or update issued after a Service Request has been logged and assessed by GuardianOne, an approved service desk provider or approved Automated Technology. It may confirm the assigned Priority, advise that investigation has commenced, request information needed to progress the request, provide an initial action or workaround, or explain the next step. A notification that only confirms receipt or provides a ticket number does not, by itself, constitute an Initial Response.

"Initial Response Target" means the applicable target period in clause 7.

"Initial Term" means the initial term stated in the Proposal, as described in clause 18.

"Managed Environment" means the Customer users, accounts, devices, systems, services, networks and Nominated Locations that are within the scope of the Managed Services, as identified by the Proposal, the Managed Quantities and GuardianOne documentation created or confirmed during onboarding and service delivery.

"Managed Quantity" means a user, account, device, server, network component, location, subscription or other charging unit used to calculate the recurring Managed Services fees.

"Managed Services" means the managed IT, cyber security, backup, support, administration, monitoring, advisory and related services expressly included in the Proposal.

"Managed User" means a person or user account included within a Managed Quantity for the Managed Services.

"Monitoring Alert" means an alert, detection, failed check, telemetry event or other notification generated by a backup, security, monitoring, management or other managed platform.

"Nominated Location" means an Australian Customer business location identified in the Proposal or later notified by the Customer and accepted by GuardianOne, including the location to which a remote user is ordinarily assigned.

"Priority" means Critical, High, Medium or Low as classified under clause 7.

"Rate Schedule" means the GuardianOne rate schedule identified by title, version and date in the Proposal or signing package.

"Service Request" means a request for assistance, support, information, access, administration, a change or other work lodged by or on behalf of the Customer through an approved support channel under clause 5.

"Technology Business Review" means a periodic review of service performance, technology risk, priorities, recommendations and the Customer technology roadmap.

3. Commencement and Onboarding

3.1 GuardianOne will plan and perform onboarding for the Managed Services from acceptance of the Proposal or another date agreed with the Customer. Onboarding may be completed in stages according to technical readiness, provider activation, risk and operational priorities.

3.2 The Customer must promptly provide accurate information, system and premises access, administrative credentials, vendor details, authorisations, contacts, decisions and cooperation reasonably required for onboarding and transition from an outgoing provider.

3.3 GuardianOne may identify remediation, replacement, licensing, configuration or project work required to bring the Managed Environment into a supportable and secure state. That work is included only where the Proposal expressly states it is included and is otherwise Out-of-Scope Work.

3.4 Recurring Managed Services fees commence on the Commencement Date. A delay caused by the Customer, an outgoing provider, missing information, missing access, a Customer decision or another Customer dependency does not defer the Commencement Date or recurring fees.

3.5 Charges for a Third-Party Service may begin when GuardianOne orders, activates or becomes committed to that service, including where that occurs before the regular recurring billing cycle. GuardianOne may invoice a reasonable pro rata amount to align the service with the regular billing cycle.

3.6 Where a material onboarding delay is caused solely by GuardianOne, GuardianOne may agree a reasonable adjustment to the service or billing commencement arrangements.

3.7 The Initial Response Targets apply to a service component once GuardianOne has the access and technical ability reasonably required to manage that component. GuardianOne will use reasonable efforts to assist with systems still in transition, but those systems may not yet receive the full Managed Services or service targets.

4. Managed Services and Managed Environment

4.1 GuardianOne will provide the Managed Services for the Managed Environment with reasonable care and skill and in accordance with the Contract.

4.2 The Proposal is the authoritative description of the selected service package, included features, optional services and Customer-specific coverage. A service, platform, device, user, location or activity is not included merely because GuardianOne has previously assisted with it.

4.3 Where a backup service is included, it applies only to the workloads, accounts, devices, systems and retention expressly identified in the Proposal or otherwise confirmed in writing by GuardianOne during onboarding or service delivery.

4.4 Managed support is provided on a remote-first basis. GuardianOne may use remote access, monitoring, automation, scripts and other reasonable service delivery methods to diagnose, support, secure and administer the Managed Environment.

4.5 GuardianOne may provide the Managed Services using its Personnel, approved service desk providers, security operations centres, specialist contractors, distributors, carriers, Third-Party Services and Automated Technology in accordance with the Master Terms.

4.6 The Managed Environment may change during the Contract as Managed Quantities, Nominated Locations, systems and selected services change. A material change may require a revised Proposal, Order, project scope, fee adjustment or other written approval.

5. Service Desk and Support Channels

5.1 Service Requests may be lodged with the GuardianOne Service Desk by email to GuardianOne's designated support address, by telephone using the support number notified to the Customer, through any client portal made available by GuardianOne, or through another support channel GuardianOne approves and notifies to the Customer.

5.2 GuardianOne may introduce, replace or discontinue a support channel by giving reasonable notice, provided the Customer continues to have access to at least one reasonable method of lodging Service Requests.

5.3 A Managed User may lodge a routine Service Request unless the Customer has notified GuardianOne of a reasonable restriction. Only an Authorised Contact may approve billable Out-of-Scope Work, staff onboarding or offboarding, material licence or service changes, or another instruction requiring Authorised Contact approval under the Contract.

5.4 For an urgent or Critical issue, the Customer should submit the request by email or through the client portal and then telephone GuardianOne to draw immediate attention to it. If written submission is not reasonably practicable, the Customer should telephone GuardianOne and provide written details as soon as practicable.

5.5 GuardianOne will still review an urgent request received without a follow-up telephone call, but may not be able to identify or classify it as urgent as quickly. A follow-up call does not restart the Initial Response Target.

5.6 A Service Request should identify the affected user and Nominated Location, describe the issue and business impact, include relevant error information where available, and provide reasonable contact and access availability.

5.7 The Initial Response Target begins when the Service Request reaches GuardianOne through an approved channel and contains enough information to identify the Customer and reasonably understand the issue. For a telephone request, timing begins when GuardianOne accepts and records the request.

5.8 GuardianOne may classify or reclassify a Service Request as an Incident, routine Service Request, Change Request, staff onboarding, staff offboarding, Out-of-Scope Work or project according to its nature, scope, risk and the Contract. A classification used in GuardianOne's service management system is operational and does not, by itself, determine contractual scope, approval or charges.

5.9 Lodging, recording, accepting or initially responding to a Service Request or Change Request does not, by itself, mean that the requested work is included in the Managed Services, approved as Out-of-Scope Work or accepted as a project. GuardianOne will assess the request against the Proposal and Contract and may require approval from an Authorised Contact, a quote, Order, revised Proposal, project scope, implementation plan or fee adjustment before proceeding.

6. Service Hours and 24/7 Remote Service Desk Support

6.1 Unless the Proposal states otherwise, Business Hours apply locally at each Nominated Location in Australia. A remote or travelling user is treated as being located at the Nominated Location to which that user is ordinarily assigned.

6.2 Support hours for a Customer location outside Australia apply only where expressly agreed in the Proposal.

6.3 Where 24/7 Remote Service Desk Support is not selected, included remote Service Desk support is provided during Business Hours. GuardianOne may choose to assist After Hours, but that assistance is not included unless agreed and may be charged under the Rate Schedule.

6.4 Where 24/7 Remote Service Desk Support is selected, included remote Service Desk support is available 24 hours a day, seven days a week for all Priorities and the Initial Response Targets are measured continuously.

6.5 24/7 Remote Service Desk Support applies to every Managed User covered by the Contract. It cannot be purchased for selected users, executives, teams or locations under the same Contract unless GuardianOne expressly agrees otherwise. Charges apply to the full Managed User quantity, subject to the minimum committed quantity, and automatically apply to Managed Users added during the Contract.

6.6 24/7 Remote Service Desk Support is remote Service Desk support only. Onsite attendance, projects, planned changes, staff onboarding and offboarding, equipment deployment and other scheduled work remain separately chargeable unless expressly included in the Proposal.

6.7 Any 24/7 security monitoring, security operations centre service, automated containment or backup monitoring included in the Proposal is distinct from 24/7 Remote Service Desk Support. Those services may operate and take permitted monitoring, investigation, containment or remediation action at any time, including After Hours, whether or not 24/7 Remote Service Desk Support is selected. They do not provide general user Service Desk support unless that optional service is selected.

7. Priority Classification and Initial Response Targets

7.1 GuardianOne will assign the Priority using the information reasonably available, including business impact, users affected, urgency, available workarounds, technical risk and security risk. GuardianOne may change the Priority as new information becomes available.

Priority	Typical impact	Target	Examples
Critical	Severe and widespread impact, a core service unavailable with no reasonable workaround, or an active serious cyber threat.	**1 hour**	Most or all users unable to work; critical business service unavailable; serious active compromise.
High	Significant impact to multiple users or an important business function, or a user unable to perform time-sensitive essential work with no practical workaround.	**2 hours**	Major degradation; multiple users affected; key user unable to perform an essential function.
Medium	Limited impact to one or more users where work can continue, including through a workaround, or part of a normal business process is affected.	**4 hours**	Single user issue; degraded non-critical service; part of a role or process unavailable.
Low	Minor impact, routine request, information request, planned task or issue that does not materially prevent ordinary work.	**8 hours**	Software request; minor configuration change; advice or general assistance.

The examples are illustrative. GuardianOne makes the final Priority classification based on the circumstances of the Service Request.

7.2 GuardianOne will use reasonable efforts to meet the Initial Response Targets. The targets are service performance objectives and are not guaranteed response or resolution times.

7.3 Unless the Proposal expressly states that a response commitment is guaranteed and identifies it as a Special Condition, any reference in a Proposal or service description to an SLA or response time means the Initial Response Targets in this Agreement and does not create a guaranteed commitment.

7.4 An Initial Response may be provided by GuardianOne Personnel, an approved service desk provider or approved Automated Technology. It is not necessary for the issue to be resolved, or for a GuardianOne employee personally to respond, within the Initial Response Target.

7.5 A suspected compromise, unexpected MFA request, ransomware event, email compromise, payment redirection attempt or other customer-reported cyber concern will ordinarily be treated as Critical or High according to the apparent risk and impact.

8. Resolution, Restoration and Communications

8.1 GuardianOne will use reasonable efforts to restore the affected service or resolve a Service Request as soon as reasonably practicable, having regard to its Priority, complexity, risk and dependencies.

8.2 After initial assessment, GuardianOne may provide an estimated restoration or resolution target. Any estimate is a target only, may change as further information becomes available and is not a guaranteed completion time.

8.3 GuardianOne may implement a workaround, temporary configuration or service restoration before completing a permanent resolution. A permanent correction, replacement, redesign, migration or material remediation may require Out-of-Scope Work or a separately approved project.

8.4 GuardianOne will provide progress updates at reasonable intervals having regard to the Priority and circumstances. While a Critical incident is under active investigation, GuardianOne will ordinarily provide an update at least hourly until service is restored, a workaround is established or another update interval is agreed.

8.5 GuardianOne may close a Service Request where the Customer confirms resolution, the issue is resolved or no longer reproducible, GuardianOne has requested information or access and receives no response after reasonable follow-up, or the request is transferred into a project or separate work item.

9. Service Timing and Dependencies

9.1 For a Customer without 24/7 Remote Service Desk Support, the Initial Response Targets are measured only during Business Hours at the affected Managed User's assigned Nominated Location. For a Customer with 24/7 Remote Service Desk Support, the targets are measured continuously.

9.2 Service timing may be paused or reasonably adjusted only for the period that a dependency materially prevents GuardianOne from progressing the work, including while GuardianOne is waiting for:

(a) Customer information, access, approval, a decision, availability or cooperation;

(b) a Third-Party Service or provider, the Customer's other supplier or an outgoing provider;

(c) replacement hardware, licensing, external services or another required resource;

(d) an agreed maintenance, testing or change window; or

(e) resolution of an unsupported system issue, Customer or third-party change, Force Majeure Event or other matter outside GuardianOne's reasonable control.

9.3 GuardianOne will resume applicable timing when the dependency is resolved and GuardianOne has the information, access or resource reasonably required to proceed.

9.4 The Initial Response Targets apply to the initial assessment and response to a customer-lodged Service Request. They do not apply to the approval, scheduling, implementation or completion of planned work, projects, procurement, staff onboarding or offboarding, scheduled changes or Technology Business Reviews, and do not apply separately to Monitoring Alerts or other activities that are not customer-lodged Service Requests, unless the Proposal expressly states otherwise.

9.5 Where a Service Request concerns a Third-Party Service, GuardianOne may continue to coordinate and communicate with the Customer, but the time required for the third party to respond or remedy its service is outside GuardianOne's control.

10. Monitoring Alerts and Security Operations

10.1 Monitoring Alerts are operational inputs for GuardianOne and its providers to review internally. The Initial Response Targets do not apply separately to each Monitoring Alert.

10.2 GuardianOne and its providers may review, correlate, prioritise, investigate, remediate, dismiss or escalate Monitoring Alerts as part of delivering the Managed Services. This may include automated action, human review or referral to a specialist provider.

10.3 A Monitoring Alert does not, by itself, constitute a confirmed service failure, Data Incident or Security Incident. Backup warnings, blocked attempts, failed checks, low-confidence detections and other events may be resolved or closed without Customer notification where no Customer action is reasonably required.

10.4 Where a Monitoring Alert identifies a matter that requires Customer involvement, materially affects the Customer's services or becomes a confirmed material Security Incident, GuardianOne will communicate with the Customer as reasonably appropriate and in accordance with the Master Terms.

10.5 Where the Customer separately lodges a Service Request about the same matter, the applicable Initial Response Target applies to that Service Request.

10.6 Security Incident investigation, containment, notification and cooperation are governed by the Master Terms and the security services expressly included in the Proposal.

11. Included Services, Onsite Services and Out-of-Scope Work

11.1 The Proposal determines the included Managed Services. Included remote support ordinarily covers diagnosis and reasonable assistance for incidents and routine operational issues affecting the Managed Environment during the applicable support coverage.

11.2 Unless expressly included in the Proposal, the following are ordinarily Out-of-Scope Work:

(a) projects, migrations, major upgrades, office moves, new locations and material redesign or remediation;

(b) hardware procurement, installation, replacement, cabling, electrical work and physical works;

(c) work involving unsupported, unlicensed, unmanaged or materially non-standard systems;

(d) specialist application consulting, training, data entry, business process design or support that is the responsibility of another provider;

(e) work caused by an undisclosed Customer or third-party change, failure to follow advice, unauthorised access or a matter outside the Managed Environment; and

(f) data recovery, incident response, forensic work or regulatory assistance beyond the activities expressly included in the Proposal.

11.3 GuardianOne will ordinarily identify Out-of-Scope Work and obtain approval from an Authorised Contact before proceeding. Where immediate action is reasonably required to contain material risk or prevent greater harm, GuardianOne may act under the authority in the Master Terms and will communicate the position as soon as reasonably practicable.

11.4 Projects are generally quoted at a fixed price. Where no fixed price has been agreed, approved Out-of-Scope Work is charged under the Rate Schedule.

11.5 GuardianOne provides support on a remote-first basis. Where GuardianOne reasonably determines that onsite attendance is required after remote support has been attempted, onsite attendance is subject to availability and is charged under the Rate Schedule unless the Proposal expressly includes it.

11.6 GuardianOne may use an approved local contractor or specialist provider for onsite work. Material interstate, regional or other travel and accommodation may be quoted and agreed separately.

11.7 The Initial Response Target applies to GuardianOne's initial handling of an onsite-related Service Request. It is not a guaranteed onsite arrival time.

11.8 GuardianOne's decision to provide occasional assistance without an additional charge does not expand the ongoing included scope or create an entitlement to the same treatment in the future.

12. Supported Environment

12.1 The Customer must ensure that the Managed Environment is properly licensed, reasonably current, accessible to GuardianOne and supported by the relevant manufacturer or provider where support remains commercially available.

12.2 The Customer must maintain reasonable warranties, vendor support arrangements, subscriptions, internet connectivity, power, physical security and other dependencies required for the Managed Services, except to the extent the Proposal states that GuardianOne supplies them.

12.3 GuardianOne may identify an unsupported, obsolete, high-risk or materially non-standard item and recommend replacement, remediation or a change in configuration. The Customer remains responsible for deciding whether to approve and fund that work.

12.4 Work involving an unsupported or materially non-standard system may be Out-of-Scope Work and may affect the Initial Response Targets, resolution estimates and GuardianOne's ability to provide the Managed Services.

12.5 An item does not automatically lose all support merely because it is older or no longer preferred. GuardianOne will consider the circumstances, available vendor support, security risk and whether reasonable assistance can be provided safely and efficiently.

12.6 The Customer must not introduce a material system, platform, application, device or configuration change into the Managed Environment without reasonable coordination with GuardianOne where the change may affect security, supportability, monitoring, licensing, backup or service delivery.

13. Customer Contacts, Access and Administrative Control

13.1 The Customer must nominate and keep current a Primary Authorised Contact, a Security Authorised Contact and any other operational contacts reasonably required under the Master Terms and Proposal.

13.2 The Customer must promptly notify GuardianOne when a contact's authority changes or ends. GuardianOne may continue to rely on an existing Authorised Contact until the change is notified in accordance with the Master Terms.

13.3 All staff onboarding, offboarding, user access, licence and material account change requests must be submitted to GuardianOne by an Authorised Contact through an approved support channel.

13.4 Where GuardianOne administers a managed platform, GuardianOne may restrict standing administrative privileges and require administrative changes to be completed through GuardianOne's verified request process as a reasonable security and service management control. This does not affect the Customer's ownership of its environment or Customer Data.

13.5 Unless expressly agreed, the Customer must not create or permit undisclosed administrative access, add or remove Managed Users or services, or make material changes to the Managed Environment without coordinating with GuardianOne.

13.6 A Customer or third-party change made without reasonable coordination may increase risk, interrupt monitoring or support, affect service timing and create Out-of-Scope Work.

13.7 The Customer must give GuardianOne reasonable access to the Managed Environment, relevant Personnel, premises, equipment and Third-Party Service providers. The Customer must also maintain any vendor authority reasonably required for GuardianOne to act on the Customer's behalf.

13.8 The Customer must notify GuardianOne of each Managed User's assigned Nominated Location and keep that information current so that local Business Hours and service timing can be applied correctly.

14. Managed Quantities and Billing Adjustments

14.1 The Proposal states the initial and minimum committed Managed Quantities. The Customer must pay for at least the minimum committed quantity throughout the Initial Term, even where actual use temporarily falls below that quantity.

14.2 An increase in a Managed Quantity takes effect when the additional user, account, device, service, location or other unit is activated or brought under management. GuardianOne may add the increase to the next invoice together with a reasonable pro rata charge from the activation date.

14.3 A decrease takes effect from the next practical billing cycle after GuardianOne receives and completes an authorised removal or offboarding request, subject to the minimum commitment and any unavoidable Third-Party Service commitment or provider cancellation period.

14.4 A person ceasing employment, no longer using an account, becoming inactive or otherwise no longer requiring a service does not, by itself, reduce a Managed Quantity or the related charges. The Customer must submit an authorised removal or offboarding request.

14.5 No retrospective credit is due solely because the Customer did not notify GuardianOne that a user, account, device or service had ceased or was no longer required.

14.6 GuardianOne may periodically reconcile active users, accounts, devices, subscriptions, locations and other Managed Quantities against the quantities being invoiced. An unreported

increase may be invoiced from its activation date or, where that date cannot reasonably be established, from the earliest date reasonably supported by available records. Unless the Customer deliberately concealed or misrepresented the increase, GuardianOne will not back-bill an unreported increase for more than six months before the date the discrepancy is identified.

14.7 This clause does not prevent GuardianOne correcting a billing error caused by GuardianOne or agreeing a reasonable adjustment in exceptional circumstances.

14.8 Where 24/7 Remote Service Desk Support is selected, its charge applies to all Managed Users and automatically increases as Managed Users are added. A decrease follows the same authorised removal and billing cycle rules as the underlying Managed User quantity.

15. Staff Onboarding and Offboarding

15.1 A standard staff onboarding or offboarding request should be submitted by an Authorised Contact at least three Business Days before the required completion time.

15.2 The request must provide the information reasonably required to complete the work, including the person's name, role, start or end date and time, assigned Nominated Location, required access, licences, equipment and any manager or delegation details.

15.3 Hardware, licences, procurement, data migration, specialist applications, complex access requirements and other non-standard requirements may require additional lead time. GuardianOne does not guarantee completion by the requested time where sufficient notice, information, approvals, equipment or Third-Party Services are not available.

15.4 For an urgent access removal required for security or employment reasons, GuardianOne will use reasonable efforts to act sooner after receiving a properly authorised and verified instruction. The Customer should telephone GuardianOne after submitting the written request to draw immediate attention to it.

15.5 Requests made with less than the required notice are subject to availability and completion by the requested time is not guaranteed.

15.6 Standard staff onboarding and offboarding are charged under the Rate Schedule unless the Proposal expressly states otherwise. The standard charges cover routine account and access administration within the existing Managed Environment.

15.7 Hardware, licences, data migration, non-standard applications, complex access, onsite work and work performed After Hours are charged separately unless expressly included.

15.8 Completion of an offboarding request is the event that changes the relevant Managed Quantity for billing purposes. Where the Customer does not submit the request, the Managed Quantity and charges continue under clause 14.

16. Service Changes, Reporting and Technology Business Reviews

16.1 The Customer may request a change to the Managed Services, Managed Environment, Managed Quantities, Nominated Locations or support coverage. GuardianOne will assess the request and may require a revised Proposal, Order, project scope, fee change or implementation plan.

16.2 Routine Change Requests are included only to the extent stated in the Proposal. A material Change Request, migration, redesign, new location, major deployment or remediation activity may be Out-of-Scope Work or a separate project.

16.3 GuardianOne may update its tools, providers, platforms, service delivery methods and standard configurations in accordance with the Master Terms, provided the overall contracted service outcome is not materially reduced.

16.4 GuardianOne will provide reporting to the extent and at the frequency included in the Proposal. Reports may be generated using GuardianOne systems, Third-Party Services and Automated Technology.

16.5 GuardianOne will offer Technology Business Reviews at the frequency stated in the Proposal, which may be quarterly, every six months or annually. If the Proposal does not state a frequency, GuardianOne will ordinarily offer a review annually.

16.6 A Technology Business Review may be conducted remotely and may address service performance, business priorities, technology risk, lifecycle planning, security posture, recommendations, budgets and the Customer's technology roadmap.

16.7 The Customer must make appropriate decision makers available and provide reasonable information required for the review. The parties will use reasonable efforts to reschedule a review affected by availability or other operational priorities.

16.8 A recommendation arising from a Technology Business Review is not included implementation work unless the Proposal expressly includes it. Projects, products and material changes remain subject to separate scope and approval.

17. Fees and Annual Price Adjustment

17.1 The Customer must pay the Managed Services fees and other charges stated in the Proposal and Contract. Invoicing, payment, automatic charging, invoice disputes, GST and suspension for non-payment are governed by the Master Terms.

17.2 Onsite services, standard staff onboarding and offboarding, approved Out-of-Scope Work and other time-based work are charged under the Rate Schedule unless a fixed price or other basis is expressly agreed.

17.3 On each anniversary of the Commencement Date, the recurring Managed Services fees will increase by 10% unless the Proposal states a different rate or basis. GuardianOne will reflect the adjustment on the applicable invoice and will give reasonable advance notice where practicable.

17.4 Separately itemised Third-Party Service, carrier, licence, domain, hosting, usage and other charges may change in accordance with the Master Terms. Ordinary vendor increases embedded within a fixed Managed Services fee are ordinarily addressed through the annual adjustment in clause 17.3.

17.5 An extraordinary provider licensing or service model change that materially affects cost or GuardianOne's ability to deliver the included service is dealt with under the Master Terms.

17.6 Changes to Managed Quantities, Nominated Locations, systems, risk profile, support coverage or scope may change the fees independently of the annual adjustment.

18. Term, Service Assurance Exit and Early Exit

18.1 The Initial Term is the period stated in the Proposal and begins on the Commencement Date. The Initial Term may be 12, 24 or 36 months or another period expressly stated in the Proposal.

18.2 After the Initial Term expires, the Contract continues on a monthly basis. During monthly continuation, either party may terminate the Managed Services Contract by giving at least 30 calendar days' written notice.

18.3 During the Initial Term, the Customer may exercise an ordinary contractual early exit right by giving at least 30 calendar days' written notice and paying:

(a) an amount equal to three months of the recurring Managed Services fees in effect when notice is given, inclusive of the fees payable during the notice period;

(b) the actual unavoidable Third-Party Service commitments that GuardianOne remains required to pay because of the early exit; and

(c) any unamortised subsidy, discount, contribution or waived amount that the Proposal expressly states is recoverable on early exit.

18.4 The total amount under clause 18.3 must not exceed the remaining Contract value through the end of the Initial Term. GuardianOne will not recover the same underlying amount twice and will adjust the calculation to avoid double recovery.

18.5 The amount under clause 18.3 is the agreed price for the Customer exercising a contractual early exit right. It is not damages for breach.

18.6 The Customer may exercise the 90 Day Service Assurance Exit once, by giving written notice during the 14 calendar day period immediately following the first 90 calendar days after the Commencement Date.

18.7 A valid Service Assurance Exit requires 30 calendar days' written notice. Clause 18.3 does not apply to a Service Assurance Exit, except that actual unavoidable Third-Party Service commitments remain payable under clause 18.8.

18.8 The Customer must still pay all amounts accrued up to the termination date, work performed, projects, hardware, non-refundable onboarding amounts and actual unavoidable Third-Party Service commitments. The Service Assurance Exit does not cancel or refund those obligations.

18.9 If the Service Assurance Exit is not exercised within the permitted 14 calendar day period, it expires and the ordinary term and early exit provisions apply.

18.10 GuardianOne's rights to suspend or terminate, and each party's rights for breach, insolvency, provider withdrawal and other circumstances, are governed by the Master Terms.

19. Offboarding and Transition

19.1 Expiry or termination, transition request timing, Customer Data handling, service cessation and GuardianOne's general transition obligations are governed by the Master Terms.

19.2 The Customer must nominate an appropriate transition contact or incoming provider, identify the required transition scope and provide the information, approvals and cooperation reasonably required for an orderly handover.

19.3 GuardianOne will provide reasonable transition and offboarding assistance at its professional services rates current at the time, subject to availability, agreed scope and prepayment where reasonably required. Transition assistance is not included in the recurring Managed Services fees unless the Proposal expressly states otherwise.

19.4 GuardianOne will provide credentials, documentation, configuration records and Customer Data in accordance with the Master Terms, subject to identity verification, legal restrictions, Third-Party Terms and payment of the reasonable extraction or transition charges.

19.5 A transfer of a Third-Party Service is available only where the provider technically supports transfer and the Customer or incoming provider accepts the required terms, costs and responsibilities. GuardianOne is not required to continue funding a Third-Party Service after termination.

19.6 Managed Services, monitoring, security, backup, licensing, administration and support may cease on the termination date. The Customer is responsible for arranging replacement services and continuity before that date.

19.7 Offboarding does not include redesign, remediation, migration, data conversion, project management or implementation by an incoming provider unless separately scoped and approved.

19.8 The Managed Services fees, Managed Quantities and other recurring charges continue during the notice period unless the parties expressly agree otherwise in writing.

20. General

20.1 This Agreement does not require a separate signature where it is expressly identified and incorporated into an accepted Proposal or electronic signing package.

20.2 A Customer-specific variation to this Agreement must be made through a Special Condition or another written variation that satisfies the Master Terms.

20.3 GuardianOne may issue a later version of this Agreement for future Contracts. The version incorporated into an existing Contract continues to apply unless the parties agree to replace or vary it in writing.

20.4 Headings and the priority examples are for convenience and do not limit the meaning of the clauses. This Agreement must be read together with the Proposal and Master Terms.