guardian.one

Master Terms and Conditions

Version 2.0, dated 29 July 2026

Universal terms applying to GuardianOne services, products and deliverables when expressly incorporated into a Proposal, Order or Service Agreement.

ISSUED BY

GuardianOne Group Pty Ltd
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Formal notices: contracts@guardian.one

YOU GROW. WE GUARD.

About These Terms

These Master Terms do not themselves describe the particular services, products, quantities, prices or service levels supplied to a Customer. Those details are set out in the applicable Proposal, Order and Service Agreement.

A Customer accepts these Master Terms when an accepted Contract Document expressly incorporates this version. GuardianOne may publish later versions for future Contracts, but the version incorporated into an existing Contract continues to apply unless the parties agree otherwise in writing.

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1. Application and Parties

1.1 These Master Terms and Conditions apply to each Contract in which they are expressly incorporated.

1.2 The supplier is GuardianOne Group Pty Ltd (ABN 28 690 169 334) of Level 11, 11 Queens Road, Melbourne VIC 3004 (GuardianOne). The customer is the legal person or entity identified as the customer in the applicable Proposal, Order or Service Agreement (Customer).

1.3 GuardianOne supplies managed IT and cyber security services, professional services, support, cloud subscriptions, telecommunications and connectivity services, hosting, hardware and other technology products and services. The particular supply under a Contract is limited to what is expressly included in the applicable Contract Documents.

1.4 GuardianOne may amend or replace these Master Terms for future Contracts. The version incorporated into an existing Contract continues to apply to that Contract unless the parties agree to a change in writing.

1.5 Any additional or different terms included in a Customer purchase order, portal, email, policy or other communication do not form part of a Contract unless GuardianOne expressly agrees to them in writing.

2. Definitions and Interpretation

"Applicable Charges" means the charges paid or payable to GuardianOne for GuardianOne's own services under the affected Contract, excluding GST, hardware, Third-Party Service charges, carrier or licence charges passed through to the Customer, usage charges, reimbursable expenses and other amounts collected for or payable to third parties.

"Automated Technology" means artificial intelligence, machine learning, generative AI, algorithmic systems, systems based on defined rules, automated decision support, scripts, bots, integrations, orchestration, robotic process automation, automated monitoring, alerting, containment and remediation, and similar functionality, whether operated by GuardianOne or incorporated into a Third-Party Service.

"Authorised Contact" means a person nominated by the Customer in a Proposal, Service Agreement or written notice and accepted by GuardianOne as authorised to give operational instructions and approve billable Out-of-Scope Work on the Customer's behalf.

"Business Day" means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.

"Confidential Information" means information disclosed by or on behalf of one party to the other that is confidential by nature or circumstances, including Customer Data, commercial information, pricing, security information, credentials, technical information, trade secrets and the terms of a Contract. It does not include information that the recipient can establish was lawfully known without restriction, independently developed, lawfully received from a third party without restriction, or becomes public other than through breach of a Contract.

"Consequential Loss" means loss of revenue, profit, opportunity, goodwill, anticipated savings, use or contracts; business interruption; ransom payments; fraud losses; regulatory fines; liabilities voluntarily assumed to a third party; and any indirect, consequential, special or exemplary loss, in each case whether or not foreseeable and whether or not it would otherwise be characterised as direct loss.

"Contract" means the binding agreement formed by the applicable Contract Documents and any written variation made in accordance with clause 25.7.

"Contract Documents" means the applicable Proposal or Order, each applicable Service Agreement, these Master Terms and any policy or document expressly incorporated by reference.

"Critical Service" means a service identified as critical in a Proposal or Service Agreement, or a service whose suspension may reasonably cause a significant operational outage, security exposure or loss of access, including managed support or incident response, remote monitoring and management, endpoint or email security, cyber monitoring, backup processing or restore services, cloud productivity or identity services, hosting, internet, voice services, managed firewall subscriptions, paid DNS, CDN or WAF services, SSL or domain renewal services, and other Third-Party Services supplied or resold by GuardianOne.

"Customer Data" means data, records, files, content, software, credentials and Personal Information supplied by or on behalf of the Customer, or accessed, created or processed for the Customer in performing a Contract, excluding GuardianOne's own records, tools, templates, telemetry that has been genuinely de-identified, and GuardianOne Intellectual Property.

"Data Incident" means any actual or suspected loss, corruption, alteration, deletion, destruction, unavailability or failure to maintain the integrity or recoverability of Customer Data, whether caused by malicious activity, human error, software, hardware, Automated Technology, a Third-Party Service or otherwise.

"Force Majeure Event" means an event beyond the reasonable control of the affected party, including natural disaster, fire, flood, pandemic, war, terrorism, civil disorder, government action, industrial action not limited to the affected party's workforce, power failure, widespread internet or telecommunications failure, carrier or cloud outage, supply chain disruption, or malicious cyber event not caused by the affected party's breach of the Contract.

"GST" means goods and services tax imposed under A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"GuardianOne Intellectual Property" means all Intellectual Property Rights in GuardianOne's pre-existing or independently developed methods, processes, scripts, templates, configurations, documentation structures, tools, know-how, automation, software, standards, improvements and reusable materials, including prompts, prompt libraries, agents, model configurations, workflow logic, automation designs, connectors, evaluation methods, detection logic and orchestration methods.

"Intellectual Property Rights" means all present and future copyright, patents, designs, trademarks, domain names, trade secrets, confidential information, know-how and other proprietary rights, whether registered or unregistered.

"Loss" means any loss, damage, liability, cost, expense, charge, claim or demand, whether direct, indirect, present, future, actual, contingent or otherwise.

"Order" means a written order for products or services accepted by GuardianOne in the manner GuardianOne specifies.

"Out-of-Scope Work" means work, assistance, products or services not expressly included in the applicable Proposal or Service Agreement, including work resulting from a Customer request, a change in scope, unsupported systems, a Customer or third-party act or omission, or an event excluded from the included services.

"Personnel" means a party's directors, officers, employees, agents, contractors and subcontractors.

"Personal Information" has the meaning given under the Privacy Act 1988 (Cth), and includes equivalent information protected under other applicable privacy laws.

"PPSA" means the Personal Property Securities Act 2009 (Cth).

"Primary Authorised Contact" means the principal Authorised Contact nominated by the Customer.

"Proposal" means a final proposal, commercial schedule, quote or similar document issued by GuardianOne for acceptance by the Customer.

"Regular Recurring Invoice" means the invoice ordinarily issued for recurring services and related approved charges, whether issued monthly or on another recurring cycle notified by GuardianOne.

"Security Authorised Contact" means a person nominated by the Customer and accepted by GuardianOne as authorised to approve or verify Sensitive Changes. If the Customer does not nominate a separate Security Authorised Contact, the Primary Authorised Contact is also treated as the Security Authorised Contact.

"Security Incident" means an actual or reasonably suspected event that compromises, or is reasonably likely to compromise, the confidentiality, integrity or availability of Customer Data or the Customer's systems or services.

"Sensitive Change" means a request or change that GuardianOne reasonably considers may create elevated security, privacy, financial or operational risk, including privileged access changes, MFA resets or bypasses, mailbox access or forwarding, security control exceptions, domain or DNS changes, bulk data export or deletion, changes to recovery details, and tenant, domain or service transfers.

"Service Agreement" means an agreement, schedule, statement of work, statement of supply or terms and conditions for specific services that expressly incorporates these Master Terms.

"Special Condition" means a provision in a Proposal expressly identified as a "Special Condition" and stated to vary a specified provision of a Service Agreement or these Master Terms.

"Tangible Products" means hardware, equipment and other physical goods supplied by GuardianOne.

"Third-Party Service" means any product, service, platform, software, licence, carrier service, cloud service, hosting service or technology supplied, owned or operated by a third party, whether supplied or resold by GuardianOne, embedded in a GuardianOne service, or administered by GuardianOne for the Customer.

"Third-Party Terms" means a third party's licence terms, acceptable use rules, service terms, privacy terms, support conditions and other terms applicable to a Third-Party Service.

2.1 A reference to a person includes an individual, company, partnership, trust, government body and other legal entity. The singular includes the plural and vice versa.

2.2 "Including" and similar expressions are not words of limitation. Headings are for convenience only. A reference to law includes amendments and replacements. An obligation not to do something includes an obligation not to permit it to be done.

2.3 If a period ends on a day that is not a Business Day, it ends on the next Business Day unless the Contract expressly states that calendar days apply.

3. Contract Formation and Document Priority

3.1 A Contract is formed when the Customer accepts a Proposal, Order or Service Agreement using the acceptance method specified by GuardianOne. Acceptance may be by an approved electronic signing process, physical signature, or another written method expressly accepted by GuardianOne.

3.2 Where GuardianOne provides a Proposal and the applicable Contract Documents as one electronic signing package, the Customer's signature on the Proposal constitutes acceptance of every Contract Document expressly identified in, or included with, that package by title, version and date.

3.3 For minor Orders or Out-of-Scope Work, GuardianOne may accept written approval from an Authorised Contact. Payment of an invoice or use of services alone is not acceptance of a new managed services Contract unless GuardianOne expressly states otherwise.

3.4 The person accepting a Contract warrants that they have authority to bind the Customer. GuardianOne may rely on that representation without investigating the Customer's internal approval process.

3.5 If Contract Documents are inconsistent, the following order applies from highest to lowest priority:

(a) any Special Condition;

(b) commercial fields specific to the Customer in the Proposal or Order, including the selected services, quantities, prices, term, commencement date and support coverage;

(c) the applicable Service Agreement;

(d) these Master Terms; and

(e) any incorporated policy or referenced service document.

3.6 A commercial field specific to the Customer in a Proposal or Order prevails only to the extent necessary to give effect to that field. A Proposal or Order varies a specific provision of a Service Agreement or these Master Terms only through a Special Condition that clearly identifies the provision being varied and the replacement position. A negotiated document specific to the Customer applies instead of a standard document only if it is clearly identified in the Contract, and takes the priority position of the standard document it replaces.

3.7 Each Proposal, Order or Service Agreement may form a separate Contract. Termination of one Contract does not automatically terminate another unless the relevant document expressly provides otherwise.

4. Supply of Services and Products

4.1 GuardianOne will supply the services, products and deliverables expressly included in the applicable Contract Documents with reasonable care and skill and using personnel with suitable skills and experience.

4.2 Service hours, service levels, initial response commitments, target resolution times, inclusions, exclusions and any service credits are governed by the applicable Service Agreement. A guaranteed initial response is a commitment to provide the initial response defined in that Service Agreement within the applicable period. It is not a guarantee that the incident or request will be resolved within that period. A resolution time is a target unless the applicable Service Agreement expressly states that it is guaranteed.

4.3 GuardianOne may determine incident priority based on the information reasonably available, including business impact, users affected, technical risk and security risk. Timing may be paused or adjusted where GuardianOne is waiting for Customer information, access, approval or cooperation, or where delay is caused by a Third-Party Service, unsupported system or event outside GuardianOne's reasonable control.

4.4 GuardianOne may perform its obligations using employees, contractors, distributors, carriers, security operations centres, specialist providers, Automated Technology and other resources selected by GuardianOne.

4.5 GuardianOne may select, add, replace, reconfigure or discontinue any underlying tool, platform, vendor, distributor, carrier, subcontractor or service provider used to deliver the services without obtaining the Customer's consent, provided the overall functionality and expressly contracted service outcome are not materially reduced. GuardianOne will give reasonable notice where practicable if a change materially reduces an included function, requires Customer action, is reasonably expected to cause material disruption, materially changes the agreed handling or location of Customer Data, or changes a contractual commitment specific to the Customer.

4.6 GuardianOne may update operational procedures, support processes and reasonable technical or security requirements where the update does not materially reduce the contracted service. Material amendments to a Contract require agreement in accordance with clause 25.7.

4.7 GuardianOne is not obliged to perform Out-of-Scope Work unless it has been approved by an Authorised Contact and accepted by GuardianOne. GuardianOne may charge Out-of-Scope Work at the rates or basis stated in the Contract or otherwise notified before the work is performed, except where immediate work is reasonably necessary to contain a Security Incident or prevent material harm.

4.8 GuardianOne may refuse or stop work that is unlawful, unsafe, technically unsound, outside its capability, inconsistent with its security obligations, or likely to materially prejudice another customer, provider or system.

4.9 GuardianOne may use Automated Technology in supplying, securing, administering, supporting and managing the services and in conducting related internal operations. This may include ticket intake, categorisation, prioritisation, summarisation and routing; drafting communications, reports and technical documentation; searching knowledge and documentation systems; monitoring, alert correlation, threat analysis and incident investigation; service reporting, workflow execution, administration and billing support; and predefined security containment or remediation actions.

4.10 Automated Technology may be operated by GuardianOne or incorporated into a Third-Party Service. Subject to clauses 7, 13 and 15, GuardianOne may enable, disable, configure, replace or update that functionality without obtaining separate approval from the Customer for each tool, feature, model, workflow or provider update.

4.11 GuardianOne will determine the nature and extent of human review or oversight reasonably appropriate to an activity, having regard to its nature, risk and the contracted services. GuardianOne does not warrant that every automated output, classification, recommendation or action will be reviewed by a person before it is used or executed.

4.12 GuardianOne may review, correct, override, reverse or reclassify an automated output or action. An automated output, classification, recommendation or draft does not become a contractual commitment merely because it was generated or communicated by an automated system.

4.13 Unless expressly agreed in a Proposal or Service Agreement, the Customer is not entitled to require GuardianOne to use a particular technology, identify every underlying tool or provider, disclose its internal service delivery methods, or provide the services through a wholly manual process.

5. Customer Responsibilities

5.1 The Customer must, in a timely manner:

(a) provide accurate, complete and current information, instructions and inventories;

(b) provide access to relevant systems, premises, personnel, accounts, credentials and documentation;

(c) obtain all internal and third-party approvals and authorisations required for GuardianOne to perform the Contract;

(d) maintain properly licensed, supported and reasonably secure systems, software and equipment;

(e) follow GuardianOne's reasonable technical, security and incident response instructions;

(f) ensure its users comply with applicable acceptable use, security and Third-Party Terms; and

(g) make decisions and provide approvals within the timeframes reasonably required for delivery.

5.2 Except to the extent backup services are expressly included in a Contract, the Customer is responsible for maintaining suitable backups, testing restoration and maintaining its own business continuity and disaster recovery arrangements.

5.3 The Customer remains responsible for its business decisions, risk appetite, legal and regulatory obligations, requirements for keeping records, data residency requirements and determining whether the services are suitable for its particular industry or purpose. GuardianOne does not provide legal, accounting, insurance or regulatory advice unless expressly agreed in writing.

5.4 The Customer must maintain insurance and business continuity arrangements appropriate to its business and risk profile, including cyber insurance where reasonably appropriate.

5.5 The Customer must coordinate with GuardianOne before allowing another provider or person to make material changes to systems within the managed environment. GuardianOne is not responsible for the effect of uncoordinated or unauthorised changes by the Customer or another provider.

5.6 Where GuardianOne personnel attend a Customer site, the Customer must provide safe access, suitable working conditions, required inductions or escorts, and compliance with applicable workplace health and safety requirements.

5.7 The Customer must ensure GuardianOne is authorised to communicate with and give routine administrative instructions to the Customer's third-party providers where administration or liaison is included. GuardianOne may rely on those authorisations until the Customer withdraws them in writing.

5.8 The Customer authorises GuardianOne to:

(a) install, deploy, configure, operate, maintain, update and remove software, agents, sensors, scripts, connectors, integrations, certificates, monitoring, management and backup components, security controls, automation and other technical measures reasonably required to deliver the services; and

(b) perform monitoring, remote administration, telemetry collection, vulnerability assessments, security testing, simulated phishing campaigns where included in the services, and incident response, containment and remediation activities.

5.9 The Customer warrants that it has the necessary authority to authorise the activities in clause 5.8 on all systems, networks, cloud environments, tenants, domains and devices it nominates or that are within the scope of the services, and the Customer is responsible for providing any notices to, and obtaining any consents from, its personnel and other users required by law in connection with monitoring or security activities.

5.10 If the Customer fails to meet its responsibilities, GuardianOne may adjust delivery dates, suspend affected obligations and charge reasonable Out-of-Scope Work and costs resulting from that failure. GuardianOne will use reasonable efforts to notify the Customer before incurring material additional charges where practicable.

6. Authorised Contacts and Instructions

6.1 Ordinary users may lodge support requests through approved channels. Only an Authorised Contact may approve billable Out-of-Scope Work, new recurring charges, material operational changes, additions or removals of subscriptions, and other commitments on the Customer's behalf.

6.2 The Customer must nominate and keep current its Primary Authorised Contact, other Authorised Contacts and any separate Security Authorised Contacts. The Customer is responsible for ensuring each nominated person has appropriate authority and for promptly notifying GuardianOne when authority changes.

6.3 GuardianOne may, acting reasonably, classify a request as a Sensitive Change and may require approval from a Security Authorised Contact, approval from a second Authorised Contact, written confirmation, a verification call, MFA or another verification method before acting.

6.4 Enhanced verification is a risk management control that GuardianOne may apply in its discretion. GuardianOne's failure to apply a particular verification step does not, by itself, constitute a breach or make GuardianOne liable, provided GuardianOne acted reasonably in relying on an apparently genuine instruction from an Authorised Contact through an approved or previously used communication channel.

6.5 GuardianOne is not required to investigate the Customer's internal delegations, approval limits or governance arrangements unless a restriction has been notified to GuardianOne in writing and GuardianOne has acknowledged it. The Customer bears the risk of instructions issued by a person whose authority the Customer has not withdrawn or restricted in that manner.

6.6 GuardianOne may refuse, delay, reverse or suspend an instruction where it appears unusual, suspicious, unlawful, inconsistent with prior instructions, technically unsafe or likely to create material security, privacy, financial or operational risk. GuardianOne may contact another authorised person for verification.

6.7 Where GuardianOne reasonably considers immediate action necessary to contain a suspected Security Incident or prevent material harm, GuardianOne may isolate devices, disable accounts, revoke sessions, block traffic, reset credentials or MFA, suspend access, or take other reasonable containment action without prior approval. GuardianOne will notify the Customer in accordance with clause 14.

7. Third-Party Services

7.1 The Customer acknowledges that GuardianOne's services depend on Third-Party Services and providers, including cloud platforms, software vendors, distributors, carriers, data centres, security operations centres and specialist incident response providers.

7.2 The Customer authorises GuardianOne to engage those providers and to disclose Customer Data and Confidential Information to them to the extent reasonably necessary to supply, secure, administer, support or insure the services, subject to clause 13 and clause 15.

7.3 Use of a Third-Party Service is subject to the applicable Third-Party Terms. Where required, the Customer must accept those terms and authorises GuardianOne to confirm that acceptance or place orders on the Customer's behalf to the extent permitted by the provider. GuardianOne cannot amend Third-Party Terms.

7.4 To the maximum extent permitted by law, GuardianOne does not warrant and is not responsible for the performance, availability, functionality, security, support, acts, omissions, data retention, pricing, changes, suspension or discontinuation of a Third-Party Service or provider. Any rights or remedies against a provider are governed by the Third-Party Terms.

7.5 Clause 7.4 does not exclude GuardianOne's responsibility for GuardianOne's own failure to use reasonable care and skill in selecting, configuring, administering or supporting a Third-Party Service to the extent those activities are expressly included in the Contract. Where reasonably capable of remedy, GuardianOne may first correct, reconfigure or reperform the affected work.

7.6 Where GuardianOne administers a third-party platform owned by the Customer, GuardianOne may add or remove users, request configuration changes and communicate with the provider on the Customer's behalf as included in the Contract. The Customer remains party to the underlying contract and responsible for the provider's fees, terms and service. GuardianOne does not assume the provider's obligations by performing administration or liaison.

7.7 GuardianOne may substitute an upstream provider or Third-Party Service where the overall contracted functionality is not materially reduced. If a provider materially changes or withdraws a service and no reasonable substitute is available, clause 11.9 applies.

7.8 A Third-Party Service may include, introduce, change or remove Automated Technology without GuardianOne's control. A provider may also change its models, algorithms, APIs, connectors, features, data handling arrangements, licensing, pricing, availability, security controls or output behaviour.

7.9 To the maximum extent permitted by law, GuardianOne is not responsible for the inherent operation, output, accuracy, availability or limitations of Automated Technology incorporated into a Third-Party Service. This does not expand GuardianOne's obligations beyond the expressly included configuration, administration or support activities set out in the Contract.

8. Fees and Payment

8.1 The Customer must pay the fees and charges specified in the applicable Contract Documents. Unless expressly stated otherwise, amounts are in Australian dollars and exclude GST.

8.2 Recurring services are ordinarily invoiced in advance on a recurring cycle determined by GuardianOne. GuardianOne may change the regular invoice date by giving reasonable notice.

Usage charges, Out-of-Scope Work and other charges may be invoiced in arrears or included on the next Regular Recurring Invoice.

8.3 Unless a Contract states otherwise, invoices are due seven calendar days after the invoice date.

8.4 The Customer authorises GuardianOne and its payment processor to retain a tokenised payment method and automatically charge the Regular Recurring Invoice on or after its due date. That invoice may include managed services, cloud and other recurring subscriptions, voice and connectivity services, hosting, usage charges, approved staff onboarding and offboarding, approved Out-of-Scope Work that the Customer has authorised GuardianOne to include on that invoice, and other recurring charges.

8.5 Project invoices, hardware invoices, separately issued Out-of-Scope Work invoices and other separately issued invoices are not automatically charged merely because GuardianOne holds a payment method, unless the applicable Proposal, Order or separate written authorisation expressly permits automatic charging.

8.6 The Customer must maintain a valid payment method and promptly update it. GuardianOne may notify the Customer and retry a failed payment. A chargeback or reversal of an undisputed amount is treated as non-payment.

8.7 The Customer must pay invoices without set-off, counterclaim or deduction, except to the extent required by law or for an amount genuinely disputed in accordance with clause 8.8.

8.8 The Customer must notify GuardianOne in writing of an invoice dispute within 14 calendar days after the invoice date, identifying the disputed amount and reasons. The undisputed portion remains payable on time, and a dispute does not prevent GuardianOne charging the undisputed portion of a Regular Recurring Invoice under clause 8.4. If an amount paid or charged is later agreed or determined not to have been payable, GuardianOne will promptly credit or refund it. A genuine dispute notified after that period is not barred, but does not defer payment of, or entitle the Customer to reverse, the invoiced amount pending resolution. The parties will work promptly to resolve the dispute. This clause does not limit rights that cannot legally be excluded.

8.9 GuardianOne may charge interest on an undisputed overdue amount at 1.5% per month, calculated daily and not compounded, or the maximum rate permitted by law if lower, from the due date until payment. GuardianOne's decision not to charge interest on one occasion does not waive its right to do so later.

8.10 The Customer must reimburse GuardianOne's reasonable actual costs of recovering overdue amounts, including collection agency and legal costs, to the extent permitted by law.

8.11 Pre-approved travel, accommodation, freight, courier and other expenses reasonably incurred in performing a Contract may be invoiced to the Customer.

8.12 If GST is payable on a taxable supply, the Customer must pay the GST amount at the same time as the consideration for that supply, subject to GuardianOne issuing a valid tax invoice where required.

9. Pricing Changes

9.1 GuardianOne may change prices only as permitted by the applicable Contract Documents or this clause.

9.2 GuardianOne may adjust separately itemised Third-Party Service, carrier, licence, domain, hosting, usage and other charges passed through to the Customer to reflect a provider price change, currency impact, tax, levy, legal requirement or service model change, including during a fixed term where GuardianOne remains committed to the upstream cost. GuardianOne will give reasonable notice where practicable.

9.3 Ordinary vendor increases for Third-Party Services embedded within a fixed Managed Services charge are ordinarily dealt with through the annual price review in the Managed Services Agreement and are not separately passed through. GuardianOne may propose an additional change where an extraordinary provider licensing or service model change materially affects the cost or ability to deliver the included service.

9.4 Prices may also change where the Customer changes quantities, locations, systems, scope, risk profile, service requirements or usage. Any minimum commitment in a Proposal or Service Agreement continues to apply.

9.5 A material price change not otherwise authorised by a Contract requires the Customer's written agreement. GuardianOne may discontinue an affected Third-Party Service under clause 11.9 if the Customer does not accept a necessary change required by a provider and continued supply is not reasonably practicable.

10. Suspension

10.1 GuardianOne may immediately suspend or restrict an affected service, account, device, connection or access where GuardianOne reasonably considers this necessary to:

(a) contain or investigate a Security Incident or immediate material cyber risk;

(b) prevent unlawful, fraudulent, abusive or harmful activity;

(c) respond to credential misuse, sanctions, a legal requirement or a provider direction;

(d) protect GuardianOne, the Customer, another customer, a provider or a third party from material harm; or

(e) address serious or repeated threatening, abusive or unsafe conduct towards GuardianOne personnel.

10.2 For non-payment, GuardianOne will ordinarily notify the Customer and retry a failed automatic payment before suspension. GuardianOne may then:

(a) suspend non-critical services once an undisputed amount is seven calendar days overdue, after giving at least two Business Days' written notice; and

(b) suspend a Critical Service once an undisputed amount is 14 calendar days overdue, after giving a final written notice allowing at least five Business Days to pay.

10.3 GuardianOne retains discretion to allow additional time or suspend only part of a service. Granting additional time does not waive GuardianOne's rights.

10.4 Where GuardianOne only administers a platform owned by the Customer and does not supply or resell the underlying service, GuardianOne may suspend its management, monitoring, support or administration but will not intentionally suspend the underlying service owned by the

Customer unless authorised by the Customer, required for security containment or permitted by another legal right.

10.5 Where GuardianOne supplies, resells or remains financially responsible for the underlying Third-Party Service, GuardianOne may suspend that service. Suspension may cause users to lose access to email, cloud, internet, VoIP, hosting, security, backup, domain or other services.

10.6 Suspension of backup services may stop new backups, monitoring, remediation, testing and restore assistance. Existing recovery points may expire or be deleted under the applicable retention settings and provider processes. GuardianOne is not required to fund continued Third-Party Services while the Customer is in default.

10.7 GuardianOne is not required to renew a domain, SSL certificate, subscription or other expiring service for an overdue Customer after giving reasonable warning where practicable.

10.8 Suspension does not cancel the Contract, pause the term or remove the Customer's obligation to pay recurring charges, accrued charges or unavoidable third-party commitments. GuardianOne may charge reasonable reactivation and remediation costs.

10.9 To the extent permitted by law, GuardianOne is not liable for loss arising from a suspension properly exercised under this clause, except to the extent caused by GuardianOne's failure to act reasonably in implementing the suspension.

11. Term and Termination

11.1 Each Contract starts and continues for the term specified in the applicable Contract Documents. A Contract with a fixed term cannot be terminated for convenience during the initial term except as expressly permitted by the applicable Service Agreement.

11.2 After an initial fixed term, a recurring Contract continues on a monthly basis unless the applicable Service Agreement states otherwise. During that continuation, either party may terminate that Contract on 30 calendar days' written notice.

11.3 GuardianOne does not have an unrestricted right to terminate a compliant Customer for convenience during an initial fixed term. GuardianOne may terminate or discontinue services only under this clause or another express right in the Contract.

11.4 Either party may terminate an affected Contract for a material breach by the other party if the breach is not remedied within 20 Business Days after written notice describing the breach. If the breach is capable of remedy but cannot reasonably be fully remedied within that period, the cure period is extended while the defaulting party has begun remediation within the original period and diligently continues it.

11.5 No cure period is required for an irremediable breach. A Customer may terminate an affected Contract without an early termination charge where GuardianOne commits an uncured material breach under clause 11.4, but accrued charges and unavoidable third-party commitments incurred before termination remain payable.

11.6 GuardianOne may terminate an affected Contract if an undisputed invoice remains unpaid for 30 calendar days after its due date and GuardianOne has given written notice of the overdue amount and intended termination.

11.7 Either party may terminate immediately by written notice, to the extent permitted by law, if the other party:

(a) engages in fraud, deliberate unlawful conduct or wilful misconduct connected with the Contract;

(b) deliberately interferes with security controls or creates an immediate and material cyber risk;

(c) seriously misuses credentials, systems or services;

(d) commits a serious or irremediable confidentiality, privacy or intellectual property breach;

(e) becomes subject to sanctions or a legal prohibition that prevents performance; or

(f) suffers an insolvency event, subject to any applicable restriction on enforcing rights because of insolvency or restructuring.

11.8 GuardianOne may terminate immediately for serious or repeated abuse, threats or unsafe conduct towards its personnel where continued performance is not reasonably safe or workable. GuardianOne will ordinarily consider suspension or operational escalation first where appropriate.

11.9 If an affected service becomes unavailable, unlawful, materially insecure or commercially impracticable because of an external provider, licensing, legal or technical change outside GuardianOne's reasonable control, GuardianOne may discontinue that service on reasonable notice. GuardianOne will, where practicable, offer a reasonably comparable substitute. If no reasonable substitute is available, GuardianOne will credit prepaid GuardianOne charges for the unused discontinued portion and neither party will be liable for early termination of that affected service, subject to unavoidable third-party commitments already incurred and disclosed under the Contract.

11.10 GuardianOne may suspend instead of terminating where suspension is a reasonable and less disruptive response.

12. Effects of Termination

12.1 Expiry or termination does not affect accrued rights. The Customer must pay all amounts accrued up to the termination date, approved Out-of-Scope Work, applicable early termination amounts, and actual unavoidable third-party commitments in accordance with the applicable Service Agreement.

12.2 GuardianOne will not recover the same underlying loss twice. Any early termination calculation and unavoidable third-party commitment will be adjusted to avoid duplicate recovery.

12.3 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.

12.4 The Customer must submit any data export, restoration, migration or other transition request at least 14 calendar days before expiry or termination. GuardianOne may accept a later request, but completion is not guaranteed. GuardianOne is not required to maintain or fund any licence, subscription, storage or Third-Party Service after expiry or termination, and Customer Data held through those services may become unavailable. For 30 calendar days after expiry or

termination, GuardianOne will not intentionally delete Customer Data that it directly holds and can retain without maintaining or funding a Third-Party Service. Transition work is subject to technical availability, Third-Party Terms, applicable fees and prepayment.

12.5 GuardianOne will provide the Customer's credentials, documentation and Customer Data that GuardianOne reasonably holds and can securely provide, subject to identity verification, legal restrictions and payment of reasonable extraction or transition costs. GuardianOne will not intentionally withhold Customer Data solely as debt collection leverage.

12.6 GuardianOne may withhold unpaid GuardianOne deliverables, GuardianOne Intellectual Property, licences and chargeable transition services until undisputed overdue amounts are paid. This does not require GuardianOne to continue funding a Third-Party Service or to provide access contrary to the provider's terms.

12.7 A Third-Party Service, including a backup or security service, may cease, be decommissioned, expire or become inaccessible on or after termination. GuardianOne may decommission or allow the service to expire on the termination date and is not required to continue funding it or preserve recovery points after that date. A transfer to another provider is available only where technically supported by the relevant provider and all applicable undisputed amounts and commitments are paid.

12.8 GuardianOne may retain information required for legal, financial, audit, insurance, security, dispute, compliance and backup purposes. Other Customer Data will be returned, deleted or de-identified in accordance with clause 13, the applicable Service Agreement and GuardianOne's data retention practices current at the time.

12.9 Clauses intended by their nature to survive expiry or termination survive, including payment, confidentiality, data, intellectual property, liability, indemnities, solicitation restrictions, dispute resolution and general provisions.

13. Data and Privacy

13.1 As between the parties, the Customer retains ownership of Customer Data. The Customer grants GuardianOne and its providers a non-exclusive, limited right to access, host, copy, transmit, process, analyse, modify and disclose Customer Data, including through Automated Technology, only to the extent reasonably necessary to provide, secure, administer, monitor, maintain, troubleshoot and support the Contract; investigate and respond to incidents; operate service delivery systems and approved workflows; comply with applicable law; maintain required business, security and compliance records; and exercise GuardianOne's rights and perform its obligations under the Contract.

13.2 The Customer warrants that it has the rights, notices, consents and lawful authority required for GuardianOne and its providers to handle Customer Data as contemplated by the Contract, including Personal Information relating to the Customer's users, employees, clients and contacts.

13.3 Each party must comply with the privacy and data protection laws applicable to its own activities under the Contract. The Customer remains responsible for determining its regulatory role and obligations in relation to Customer Data.

13.4 GuardianOne may use providers in Australia and overseas, and Customer Data may be stored, processed or remotely accessed outside Australia. GuardianOne does not guarantee data

residency only in Australia unless expressly agreed in a Proposal or data processing addendum. GuardianOne will take reasonable contractual, organisational and technical steps appropriate to the service and applicable law.

13.5 The Customer must disclose any specific data residency, sovereignty, regulatory or contractual requirement before entering the relevant Contract. GuardianOne is not responsible for an undisclosed requirement or for a Third-Party Service that the Customer directs GuardianOne to use despite an identified limitation.

13.6 GuardianOne will retain Customer Data only for as long as reasonably required for the relevant service, transition, legal, financial, audit, insurance, security, dispute or compliance purpose. Deletion may be delayed by immutable backups, disaster recovery copies, provider retention cycles or legal holds. GuardianOne is not required to delete records it is legally or reasonably required to retain.

13.7 Where technically and legally feasible, GuardianOne will process a reasonable Customer request to return, correct, delete or de-identify Customer Data. The Customer may be charged for material extraction, conversion or transition work unless caused by GuardianOne's breach.

13.8 GuardianOne may collect and use aggregated or genuinely de-identified operational, service and security information to operate, improve, benchmark and secure its services, prepare reporting and improve threat detection, provided the information cannot reasonably identify the Customer or an individual.

13.9 If GuardianOne receives a government or law enforcement request for Customer Data, GuardianOne may redirect the request to the Customer and, unless prohibited or impracticable, notify the Customer before disclosure. GuardianOne may comply with a legally binding request.

13.10 GuardianOne and its providers may process Customer Data using Automated Technology where reasonably necessary for the purposes permitted by clause 13.1. That processing remains subject to the applicable Third-Party Terms and clauses 13 and 15.

13.11 GuardianOne will not itself use identifiable Customer Data to train an artificial intelligence model intended for general use, or for unrelated product development, unless the Customer expressly agrees in writing. This does not prevent processing by a Third-Party Service in accordance with the applicable Third-Party Terms or GuardianOne's use of aggregated or genuinely de-identified information under clause 13.8.

13.12 The Customer must disclose before entering the relevant Contract any requirement that particular data not be processed using AI or automation, specified activities receive human review, particular functionality be disabled, data be processed only in a specified jurisdiction, or a particular regulatory, contractual or industry restriction apply. GuardianOne is not responsible for a requirement that was not disclosed and expressly agreed in writing.

14. Information Security and Security Incidents

14.1 GuardianOne will maintain reasonable technical and organisational measures appropriate to the nature of the contracted services and the Customer Data GuardianOne holds or controls. The parties acknowledge that no security control can eliminate all risk.

14.2 The Customer must promptly notify GuardianOne of any actual or suspected Security Incident relevant to the services, preserve evidence, avoid uncoordinated remediation that may

materially worsen the incident or destroy evidence, follow reasonable containment instructions and notify its cyber insurer where applicable.

14.3 GuardianOne and its security providers may use automated and human monitoring, alerting and containment. A security operations centre may isolate an identity or device, block access, revoke sessions, reset credentials or MFA, or perform other predefined remediation before GuardianOne has completed validation or notified the Customer.

14.4 GuardianOne will notify the Customer without undue delay and no later than the end of the next Business Day after GuardianOne confirms on reasonable grounds that a Security Incident has materially affected the Customer's data or services. GuardianOne will use reasonable endeavours to notify sooner for a critical or actively continuing incident.

14.5 An alert under investigation, false positive, blocked attempt, unsuccessful attack or ordinary security event assessed as low risk is not a confirmed material Security Incident for clause 14.4. The initial notice may be preliminary, and GuardianOne will provide material updates as reasonably available.

14.6 GuardianOne may delay or limit notification where required by law, law enforcement, a regulator, an insurer or an authorised incident response adviser, or where disclosure would materially prejudice containment or investigation.

14.7 The Customer is responsible for deciding and making notifications to regulators, affected individuals, insurers, contractual counterparties and other parties in relation to Customer Data, unless law requires GuardianOne to notify directly. GuardianOne will provide reasonable assistance. Assistance beyond the incident response activities expressly included in the Contract is Out-of-Scope Work and may be charged at the applicable rates, unless GuardianOne agrees otherwise or applicable law requires a different remedy.

14.8 Neither party will make a public statement attributing fault to the other in relation to a Security Incident without reasonable prior consultation, except where disclosure is legally required or reasonably necessary for urgent protection of affected persons.

14.9 The Customer must notify GuardianOne promptly after becoming aware of any suspected or actual Security Incident, compromise, unauthorised access, ransomware event, credential compromise, phishing attack, fraud, malicious activity or other material cyber security event affecting systems or services within the scope of a Contract, or that could reasonably affect GuardianOne's delivery of the services.

15. Confidentiality

15.1 Each party must keep the other party's Confidential Information confidential, use it only for the Contract and protect it using at least reasonable care.

15.2 A party may disclose Confidential Information to its personnel, contractors, related entities, distributors, carriers, insurers, professional advisers, auditors and technology providers who reasonably need it for the Contract, insurance, advice, assurance or compliance, provided the recipient is subject to confidentiality obligations appropriate to the information.

15.3 A party may disclose Confidential Information to the extent required by law, court order or regulator. Where lawful and practicable, it must give the other party prior notice and reasonable assistance to seek protective treatment, at the requesting party's cost.

15.4 On request following expiry or termination, a party will return or securely destroy the other party's Confidential Information to the extent reasonably practicable, subject to legal, audit, insurance, security, dispute and backup retention requirements.

15.5 The obligations in this clause apply during the Contract and for five years after the relevant disclosure or termination, whichever is later. They continue indefinitely for trade secrets, credentials, passwords, cryptographic material, security configurations and information that remains confidential by its nature.

15.6 A party may seek urgent injunctive relief for an actual or threatened breach of this clause.

16. Intellectual Property

16.1 The Customer retains ownership of Customer Data and materials supplied by the Customer. The Customer grants GuardianOne a licence to use those materials as reasonably necessary to perform the Contract.

16.2 GuardianOne and its licensors retain ownership of GuardianOne Intellectual Property, all improvements and adaptations of GuardianOne Intellectual Property, and generic know-how developed in performing a Contract.

16.3 Unless the applicable Proposal states otherwise, once the Customer has paid all amounts due for a deliverable created specifically for it, GuardianOne grants the Customer a perpetual, non-exclusive, non-transferable licence to use that deliverable for the Customer's internal business purposes. The licence does not transfer GuardianOne Intellectual Property embedded in the deliverable.

16.4 A genuinely bespoke deliverable will be assigned to the Customer only where the Proposal expressly states that ownership is assigned and the Customer has paid all applicable amounts. GuardianOne retains the right to use its general knowledge, skills, concepts, methods and components that are not specific to the Customer.

16.5 Third-Party Services and third-party materials remain owned and licensed by their respective owners under the applicable Third-Party Terms.

16.6 The Customer must not copy, commercialise, reverse engineer, disclose or permit third-party use of GuardianOne Intellectual Property except as expressly licensed by the Contract or permitted by law.

16.7 GuardianOne may use feedback provided by the Customer without restriction, provided it does not disclose Customer Confidential Information or identify the Customer without consent.

16.8 GuardianOne is not required to disclose its internal prompts, models, model configurations, workflow logic, scripts, agents, detection logic, evaluation criteria, orchestration methods or other proprietary service delivery processes, except where expressly agreed in writing or required by law.

16.9 Content or output generated using Automated Technology may not be unique and may be subject to Third-Party Terms or third-party rights. GuardianOne grants the Customer only those rights that GuardianOne is legally entitled to grant and does not warrant that an output is unique, capable of exclusive ownership or eligible for registration as an Intellectual Property Right.

17. Products, Title and PPSA

17.1 GuardianOne ordinarily requires full payment before ordering hardware and other Tangible Products. GuardianOne may approve credit terms in writing for a particular Customer or Order.

17.2 Where Tangible Products are supplied before full payment, title remains with GuardianOne until the Customer has paid the purchase price and all directly related charges in full. Risk of loss, theft or damage passes to the Customer on delivery to the Customer or its nominated carrier or site.

17.3 Until title passes, the Customer must keep the Tangible Products identifiable, protected and insured, must not grant a security interest over them, and must not sell or dispose of them except in the ordinary course of business where GuardianOne has agreed in writing.

17.4 Where an amount payable for Tangible Products is overdue and title has not passed to the Customer, GuardianOne may, where lawful and after giving reasonable notice, enter premises under the Customer's control at reasonable times solely for the purpose of identifying, disconnecting where reasonably necessary, and recovering the relevant Tangible Products. The Customer must provide, or procure, reasonable access to those premises for that purpose and must not unreasonably obstruct or interfere with lawful recovery. GuardianOne may recover its reasonable costs of exercising this right where permitted by law. This clause does not limit GuardianOne's rights under the PPSA or otherwise at law.

17.5 The Customer grants GuardianOne a security interest under the Personal Property Securities Act 2009 (Cth) in Tangible Products supplied on credit and their proceeds, and must provide information and assistance reasonably required for GuardianOne to register and maintain that interest. GuardianOne may register a purchase money security interest where available. The Customer must reimburse GuardianOne's reasonable costs of registering, maintaining, amending or discharging the security interest.

17.6 To the extent permitted by the PPSA, the Customer waives notices that may lawfully be waived. GuardianOne may recover unpaid Tangible Products in accordance with law and after giving reasonable notice where required.

17.7 The Customer consents to GuardianOne registering a financing statement or financing change statement at any time before or after supply. To the extent permitted by the PPSA, the parties agree not to disclose information of the kind referred to in section 275(1) of the PPSA, except where disclosure is required by section 275(7) or another law.

17.8 Products ordered specifically for the Customer, and configured or opened products, may be non-cancellable and non-returnable once GuardianOne becomes committed to the distributor or manufacturer, subject to rights that cannot legally be excluded.

17.9 Manufacturer warranties apply to Tangible Products where available. GuardianOne may assist with a warranty claim as included in the Contract or as Out-of-Scope Work, but does not provide a manufacturer warranty of its own unless expressly stated.

17.10 Delivery and availability dates are estimates unless expressly guaranteed in writing. GuardianOne is not responsible for distributor, manufacturer, carrier or customs delay outside its reasonable control.

17.11 If Customer equipment remains in GuardianOne's possession after the related work is complete or after GuardianOne has asked the Customer to collect it, GuardianOne may charge reasonable

storage costs where appropriate and may, after giving reasonable written notice to the Customer, dispose of or otherwise deal with the uncollected equipment in accordance with applicable law and recover its reasonable associated costs.

18. Warranties and Limitations

18.1 Each party warrants that it has authority to enter the Contract. GuardianOne warrants that it will perform its own services with reasonable care and skill.

18.2 Except for express obligations in the Contract and rights that cannot legally be excluded, GuardianOne does not warrant or guarantee that:

(a) services, systems, Third-Party Services or internet connectivity will be uninterrupted, error-free, continuously available or free from vulnerabilities;

(b) every cyber threat, malicious email, compromised credential, security incident, fraud event or unauthorised activity will be prevented, detected, contained or remediated;

(c) every backup will complete, every recovery point will remain available, or every item of data can be restored;

(d) Automated Technology, its outputs or its actions will always be accurate, complete, consistent, unique, unbiased, suitable for a particular purpose, or free from false positives, false negatives, errors or omissions;

(e) a particular commercial, technical, security, compliance or business outcome will be achieved;

(f) products or services will be compatible with unsupported, obsolete or undisclosed systems; or

(g) the services will cause the Customer to comply with every law, regulation, standard, insurer requirement or contractual obligation.

18.3 Cyber security, incident response, data recovery and migration involve inherent risks and dependencies outside GuardianOne's control. Recovery may be incomplete or unsuccessful. GuardianOne is not required to pay a ransom, fraud loss, regulatory fine or third-party demand on the Customer's behalf unless expressly agreed and lawful.

18.4 GuardianOne may rely on information, access and instructions supplied by the Customer and third parties. GuardianOne is not responsible for an error or omission caused by materially inaccurate, misleading, incomplete or delayed information that GuardianOne reasonably relied upon.

18.5 The Customer is responsible for acting on GuardianOne's documented recommendations. GuardianOne is not responsible for consequences caused by the Customer declining or delaying a recommendation, failing to meet its obligations, using unsupported systems, or permitting unauthorised third-party changes.

18.6 Nothing in a Contract excludes, restricts or modifies a consumer guarantee or other right that cannot lawfully be excluded. Where law permits GuardianOne to limit a remedy for breach of a consumer guarantee, GuardianOne's liability is limited, at its option, to repairing or replacing goods, supplying equivalent goods, resupplying services, or paying the reasonable cost of doing so.

18.7 Where GuardianOne provides an output generated using AI, a recommendation or an automated workflow result for the Customer's use, the Customer must apply appropriate review before materially relying on it, publishing it or using it to make a material legal, financial, employment, safety, regulatory or other business decision, unless the applicable Proposal or Service Agreement expressly allocates responsibility differently.

18.8 The Customer remains responsible for the accuracy and completeness of Customer Data and source information; business rules, decision criteria, permissions, thresholds and workflows approved or supplied by the Customer; determining whether an output or automated action is appropriate for the intended use; and final business decisions made using an output or automated process.

18.9 A change to a third-party model, API, connector, authentication method, licence, feature or platform may require reconfiguration, redevelopment, testing or replacement. That work is Out-of-Scope Work unless ongoing maintenance of the relevant solution is expressly included in the Contract.

18.10 The use of Automated Technology does not create an additional warranty or increase GuardianOne's obligations or liability beyond those expressly set out in the Contract.

19. Liability

19.1 This clause applies to the maximum extent permitted by law and regardless of whether a claim arises in contract, tort (including negligence), statute, equity, indemnity or otherwise.

19.2 Unless an applicable Service Agreement specifies a different liability cap, each party's aggregate liability arising from the same or related events under a Contract is limited to direct loss and the following General Cap:

(a) for a recurring services Contract, the lesser of $50,000 and the Applicable Charges paid or payable during the six months immediately before the event giving rise to the claim, or during the shorter period from commencement if the Contract has been in force for less than six months; and

(b) for a non-recurring Contract, the lesser of $50,000 and the total Applicable Charges paid or payable under the affected Contract.

19.3 For a breach of confidentiality, privacy or data protection obligations, an express information security obligation, or infringement of third-party Intellectual Property Rights, the applicable Higher Cap is:

(a) for a recurring services Contract, the lesser of $100,000 and the Applicable Charges paid or payable during the 12 months immediately before the event giving rise to the claim, or during the shorter period from commencement if the Contract has been in force for less than 12 months; and

(b) for a non-recurring Contract, the lesser of $100,000 and twice the total Applicable Charges paid or payable under the affected Contract.

19.4 The General Cap and Higher Cap are aggregate caps for all claims arising from the same or related acts, omissions, events, vulnerabilities or causes. Multiple claimants, legal theories, incidents or Contract Documents do not multiply the applicable cap. For related events, the

applicable cap is measured once by reference to the first event in the related series and applies in aggregate to all related claims.

19.5 Neither party is liable to the other for Consequential Loss or loss or corruption of data, except to the extent such loss cannot legally be excluded or is expressly recoverable under an indemnity in clause 20. Despite the foregoing, this clause does not exclude the reasonable direct costs of attempting to restore or recreate Customer Data from the most recent available backup or source where backup services for the affected data were expressly included and active at the time of the event and the loss or corruption was directly caused by GuardianOne's failure to perform an express obligation under the Contract with reasonable care and skill. Any such liability remains subject to clauses 18.2, 18.3 and 19.6 and the Higher Cap. GuardianOne does not guarantee successful restoration or the availability of any particular recovery point.

19.6 To the maximum extent permitted by law, GuardianOne is not liable for Loss arising from or connected with a Security Incident, Data Incident, cyberattack, malicious activity, unauthorised access, compromise, failure of a security control, failure to prevent, detect, contain or remediate an event, or loss, corruption, alteration, deletion, destruction or unavailability of data, except to the extent that the Loss was directly caused by GuardianOne's failure to perform an express obligation under the Contract with reasonable care and skill. Any liability of GuardianOne within that exception is limited to direct loss, must not exceed the Higher Cap, and remains subject to the other exclusions and limitations in the Contract.

19.7 Clause 19.6 does not relieve GuardianOne from performing the services and incident response activities expressly included in a Contract. It allocates the risk of the event and limits the Loss recoverable if an event occurs.

19.8 If and to the extent that any exclusion or limitation in this clause 19 is void, invalid or unenforceable in relation to a particular liability, then, to the extent permitted by law, that liability is limited to direct loss, must not exceed the Higher Cap, and remains subject to the remaining exclusions and limitations in the Contract.

19.9 GuardianOne is not liable for Loss caused by a Third-Party Service or provider, the inherent limitations or unexpected behaviour of Automated Technology, business rules or workflows approved by the Customer, a Force Majeure Event, a Customer breach, unsupported systems, the Customer's failure to act on a written recommendation, inaccurate or incomplete Customer information, or an unauthorised third-party change, except to the extent GuardianOne's own breach or negligence materially contributed to the Loss. Any liability under this clause remains subject to the applicable cap, and this exception does not limit clause 19.6.

19.10 Where an alleged service failure is reasonably capable of correction or reperformance, GuardianOne must first be given a reasonable opportunity to correct, reconfigure or reperform the affected work before the Customer incurs replacement costs, except where urgent action is reasonably necessary to prevent material harm.

19.11 The liability caps and exclusions do not limit:

(a) the Customer's obligation to pay fees, accrued charges, approved Out-of-Scope Work, hardware charges or unavoidable third-party commitments;

(b) a party's liability for fraud or wilful misconduct;

(c) liability for death or personal injury caused by negligence to the extent it cannot be limited;

(d) a liability that law prohibits the parties from excluding or limiting; or

(e) the Customer's liability under clause 20.1 for a third-party claim to the extent caused by the Customer's unlawful, fraudulent or unauthorised use of products or services, deliberate interference with security controls, knowing misuse of credentials, breach of applicable Third-Party Terms, or Customer Data, Customer materials or instructions that infringe a third party's rights.

19.12 A party's liability, including under an indemnity, is reduced proportionately to the extent the relevant Loss was caused or contributed to by the other party, its Personnel, users, providers, systems, data, instructions or a person for whom it is responsible.

19.13 Each party must take reasonable steps to mitigate its Loss. A party cannot recover more than once for the same Loss, including under insurance, an indemnity, a refund, service credit or damages claim.

19.14 GuardianOne is not required to admit liability, agree to a settlement, promise compensation, incur substantial third-party response costs, make a public admission or take another action that may prejudice its insurance coverage without first consulting its insurer where reasonably practicable. The Customer must not make an admission or settlement on GuardianOne's behalf. This clause does not prevent urgent containment, protection of affected persons or a notification required by law.

20. Indemnities

20.1 The Customer indemnifies GuardianOne against a third-party claim, and reasonable direct costs of responding to that claim, to the extent caused by:

(a) the Customer's unlawful, fraudulent or unauthorised use of products or services;

(b) Customer Data, Customer materials or instructions infringing a third party's rights;

(c) an instruction that GuardianOne reasonably believed was authorised but which exceeded the Customer's undisclosed internal authority;

(d) the Customer's deliberate interference with security controls, knowing misuse of credentials, or deliberate failure to comply with containment instructions; or

(e) the Customer's breach of applicable Third-Party Terms.

20.2 The indemnity in clause 20.1 does not apply to the extent the claim was caused by GuardianOne's breach, negligence, fraud or wilful misconduct.

20.3 Subject to the Higher Cap, GuardianOne indemnifies the Customer against a third-party claim that a bespoke deliverable created solely by GuardianOne under the Contract infringes that third party's Intellectual Property Rights. This indemnity does not apply to Third-Party Services or materials, Customer materials or instructions, modifications not made by GuardianOne, or use in combination with items not supplied or approved by GuardianOne where the claim would not otherwise have arisen.

20.4 For a claim under clause 20.3, GuardianOne may obtain a right for the Customer to continue using the deliverable, modify or replace it, or if neither is reasonably practicable, terminate the affected licence and refund the depreciated portion of the fees paid for that deliverable.

20.5 A party seeking an indemnity must promptly notify the indemnifying party, provide reasonable cooperation at the indemnifying party's cost, and allow the indemnifying party reasonable control of the defence and settlement. No settlement may admit fault or impose a non-monetary obligation on the indemnified party without its consent, not to be unreasonably withheld.

21. Solicitation of Personnel

21.1 During a Contract and for 12 months after the last Contract between the parties ends, neither party may, without the other party's written consent, directly or indirectly solicit, employ, engage, contract with or facilitate the engagement of a Protected Person.

21.2 A Protected Person is an employee or contractor of the other party who, during the preceding 12 months, materially provided or received services, communicated materially with the hiring party, or otherwise had material dealings with the hiring party in connection with the relationship between the parties.

21.3 The restriction applies whether the approach is initiated by the hiring party, a related entity, an intermediary or the Protected Person. A general public recruitment advertisement not targeted at a Protected Person is not itself solicitation, but engagement of a Protected Person during the restricted period remains subject to consent and clause 21.4.

21.4 As a condition of consent, or if a party engages a Protected Person without consent, the hiring party must pay a recruitment and replacement fee equal to 30% of the Protected Person's gross remuneration for the first year, including base salary and guaranteed allowances or, for a contractor, annualised fees. The parties acknowledge that this is a reasonable estimate of recruitment, replacement, onboarding, lost productivity and relationship costs and is not intended as a penalty.

21.5 The affected party may seek injunctive relief. It may recover the fee or proven damages, but not duplicate recovery for the same loss.

22. Dispute Resolution

22.1 A party claiming a dispute must give written notice describing it. The parties must first attempt to resolve the dispute through the relevant operational contacts and then through an executive representative of each party with authority to resolve it.

22.2 If the dispute is not resolved within 15 Business Days after the dispute notice, either party may refer it to mediation in Melbourne, Victoria through Resolution Institute or another mediator agreed by the parties. The parties will share the mediator's fees equally and bear their own costs.

22.3 A party may commence court proceedings if the dispute is not resolved within 20 Business Days after a mediator is appointed, or if the parties do not agree on a mediator within 10 Business Days after referral.

22.4 This clause does not prevent urgent injunctive or interlocutory relief, cyber containment, protection of Confidential Information or Intellectual Property Rights, enforcement of a security interest, or recovery of an undisputed debt.

22.5 While a dispute is being resolved, each party must continue performing its undisputed obligations where reasonably practicable.

23. Notices

23.1 A formal notice under a Contract must be in writing and sent by email or prepaid post to the notice details in the applicable Proposal or Service Agreement. Notices to GuardianOne must be sent to contracts@guardian.one and may also be posted to Level 11, 11 Queens Road, Melbourne VIC 3004.

23.2 A notice to the Customer concerning termination, suspension, breach, renewal or price change will be sent to the Primary Authorised Contact and, where available, the billing contact. The Customer must keep those details current.

23.3 An email sent before 5:00 pm on a Business Day is deemed received that day if the sender receives no delivery failure notice. An email sent after 5:00 pm or on a non-Business Day is deemed received on the next Business Day. A posted notice is deemed received on the fifth Business Day after posting within Australia and the tenth Business Day after international posting.

23.4 Routine support tickets, alerts and operational communications are not formal notices unless they expressly state that they are a formal notice under the Contract.

24. Force Majeure

24.1 A party is not liable for delay or failure to perform an obligation, other than an obligation to pay for products or services already supplied, to the extent caused by a Force Majeure Event.

24.2 The affected party must use reasonable efforts to mitigate the effect and resume performance. GuardianOne may use workarounds, alternate providers, manual processes or service substitutions, but is not required to incur disproportionate cost or risk.

24.3 Service levels and delivery dates are suspended to the extent affected by the Force Majeure Event. Service credits do not apply unless the applicable Service Agreement expressly states otherwise.

24.4 If a Force Majeure Event prevents a material part of an affected Contract for more than 60 consecutive days, either party may terminate the affected part on written notice, subject to accrued charges and actual unavoidable third-party commitments already incurred.

25. General

25.1 Assignment. The Customer may not assign, novate or transfer a Contract without GuardianOne's written consent. GuardianOne may assign or novate a Contract to a related entity or a purchaser of all or a substantial part of GuardianOne's business, provided the transferee assumes GuardianOne's material obligations and the Customer is notified.

25.2 Subcontracting. GuardianOne may subcontract performance but remains responsible for its own obligations under the Contract, subject to the exclusions and limitations in the Contract.

25.3 Independent contractor. GuardianOne is an independent contractor. Nothing creates a partnership, joint venture, fiduciary relationship or employment relationship. Neither party may bind the other except where the Customer has expressly authorised GuardianOne to communicate or place routine administrative requests with a third-party provider on the Customer's behalf.

25.4 Non-exclusivity. GuardianOne may provide similar services to others and use general knowledge, skills and experience developed in performing a Contract, provided it does not misuse Customer Confidential Information.

25.5 Entire agreement. The Contract is the entire agreement concerning its subject matter and supersedes prior proposals, discussions and communications. This does not exclude liability for fraud or misleading conduct that cannot legally be excluded.

25.6 Reliance. The Customer acknowledges that it has had a reasonable opportunity to review and negotiate the Contract and has not relied on a representation not recorded in the Contract, subject to rights that cannot legally be excluded.

25.7 Amendments. A material amendment to an existing Contract is effective only if recorded in writing and accepted by both parties using a method permitted for that Contract. GuardianOne may update operational policies and future standard terms as permitted by clauses 1.4 and 4.6.

25.8 Waiver. A delay or failure to exercise a right is not a waiver. A waiver is effective only if in writing and only for the specific circumstance stated.

25.9 Severability. If a provision is invalid or unenforceable, it is to be read down to the minimum extent necessary or severed, and the remainder continues in force.

25.10 Electronic signing and counterparts. Contract Documents may be signed electronically and in counterparts. An electronic copy and the associated signing record may be relied on as evidence of acceptance.

25.11 Further assurances. Each party must do anything reasonably necessary to give effect to the Contract, at its own cost unless the Contract states otherwise.

25.12 No third-party rights. A person who is not a party to a Contract has no right to enforce it, except a permitted assignee to the extent expressly provided.

26. Governing Law

26.1 Each Contract is governed by the laws of Victoria, Australia.

26.2 The parties submit to the non-exclusive jurisdiction of the courts of Victoria and the Commonwealth courts exercising jurisdiction in Victoria. This does not prevent a party seeking urgent relief or enforcing a judgment in another appropriate jurisdiction.