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Professional Services Agreement

Version 2.0, dated 29 July 2026

Standard operational and commercial terms applying to GuardianOne project work, consulting, implementation, migration, configuration and ad hoc time-based Professional Services when expressly incorporated into a Statement of Work, Proposal or Order.

ISSUED BY

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YOU GROW. WE GUARD.

About This Agreement

This Professional Services Agreement sets the standard operational and commercial rules for GuardianOne project work and ad hoc Professional Services. The applicable Statement of Work, Proposal or Order identifies the Customer, scope, Deliverables, assumptions, dependencies, exclusions, timing, Acceptance Criteria, pricing, payment schedule and any Special Conditions.

The GuardianOne Master Terms and Conditions identified in the applicable signing package contain the universal legal terms. The GuardianOne Rate Schedule identified in the Contract applies to Time and Materials work and other services charged by time where the Contract does not state a Fixed Price or another charging basis.

This Agreement deliberately does not repeat the Master Terms provisions dealing with confidentiality, privacy, information security, intellectual property, Tangible Products, liability, indemnities, dispute resolution, notices, force majeure and governing law. Those provisions continue to apply under the Contract hierarchy.

Contents

1. Application and Contract Structure
2. Definitions
3. Professional Services and Delivery
4. Ad Hoc Service Requests
5. Statements of Work and Project Commencement
6. Scope, Assumptions and Exclusions
7. Customer Responsibilities and Dependencies
8. Timing, Delays and Rescheduling
9. Changes and Additional Work
10. Fees, Expenses and Invoicing
11. Fixed Price Projects
12. Time and Materials Services
13. Testing, Acceptance and Completion
14. Defects and Post-Completion Services
15. Data, Backups, Migrations and Automated Technology
16. Project Personnel and Subcontractors
17. Cancellation and Project Closure
18. Handover and Transition
19. General

1. Application and Contract Structure

1.1 This Professional Services Agreement is a Service Agreement for the purposes of the Master Terms and applies when it is expressly incorporated into an accepted Statement of Work, Proposal or Order, or otherwise accepted by the Customer in writing or through an approved GuardianOne onboarding or signing process.

1.2 Unless the applicable Statement of Work, Proposal, Order or other written acceptance expressly states otherwise, acceptance of this Agreement establishes a standing arrangement under which it also applies to each later ad hoc Service Request that GuardianOne accepts under clause 4, including a Service Request unrelated to a particular Project. The standing arrangement continues until this Agreement is replaced or varied under the Master Terms.

1.3 The Professional Services supplied to the Customer are limited to the services, Deliverables and charging basis expressly included in the applicable Statement of Work, Proposal, Order, approved Change Request or accepted ad hoc Service Request. This Agreement provides the standard operating rules for those Professional Services.

1.4 The applicable Statement of Work, Proposal or Order, this Agreement, the Master Terms, the Rate Schedule and each other document expressly incorporated into the Contract form the complete professional services Contract. Document priority and the requirements for a valid variation are governed by the Master Terms, as clarified by clause 1.5.

1.5 For the purposes of Master Terms clauses 3.5 and 3.6 and the definition of Special Condition, an accepted Statement of Work is treated as a Proposal or Order to the extent it contains customer-specific commercial fields or a provision expressly identified as a Special Condition. Those customer-specific fields have the priority stated in Master Terms clause 3.5(b), but a standard clause is varied only through a Special Condition that clearly identifies the provision being varied and the replacement position. An accepted Statement of Work is also treated as the applicable Proposal for the purposes of Master Terms clauses 16.3 and 16.4.

1.6 A reference in this Agreement to a Statement of Work includes an applicable Proposal, Order, approved Change Request or Special Condition to the extent relevant to the Professional Services.

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

1.8 This Agreement does not apply to Managed Services expressly included under a Managed Services Agreement, except where the applicable Contract Documents expressly classify particular work as Professional Services, Out-of-Scope Work or a Project governed by this Agreement.

2. Definitions

"Acceptance Criteria" means the express criteria for acceptance of a Deliverable stated in the applicable Statement of Work. If no express criteria are stated, it means material conformity with the expressly described Deliverable and its stated purpose, assessed reasonably.

"Business Hours" means the hours stated in the applicable Statement of Work or Proposal. If none are stated, it means the default Business Hours stated in the applicable Rate Schedule.

"Change Request" means a written request to change the scope, Deliverables, assumptions, dependencies, exclusions, timing, pricing, Acceptance Criteria or another aspect of Professional Services.

"Completion" means the date on which the relevant Deliverable or Project is accepted or deemed accepted under clause 13, or, for Professional Services without a Deliverable or Acceptance Criteria, the date GuardianOne completes and records the relevant work.

"Defect" means a reproducible and material failure of a Deliverable to meet the applicable Acceptance Criteria, to the extent caused by GuardianOne failing to perform the agreed Professional Services with reasonable care and skill.

"Deliverable" means a report, configuration, implementation, migration, design, document, workflow, integration, software item, training material or other result expressly identified as a deliverable in the applicable Statement of Work.

"Fixed Price" means a price expressly identified as fixed for the defined scope, assumptions and dependencies in the applicable Statement of Work.

"Fixed Price Project" means a Project, or the relevant part of a Project, for which a Fixed Price applies.

"Initial Project Payment" means an upfront instalment of the applicable Fixed Price or other project fees, payable before GuardianOne is required to commence or reserve resources for the Project.

"Professional Services" means project work, consulting, discovery, design, implementation, migration, configuration, integration, remediation, training, advisory, ad hoc technical work and related services supplied under this Agreement.

"Project" means Professional Services that GuardianOne reasonably classifies as requiring defined scope, planning, scheduling, dependencies, Deliverables, Acceptance Criteria or project governance, whether charged at a Fixed Price or on a Time and Materials basis.

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

"Service Request" means a request for assistance, investigation, technical work, information, administration or a change lodged by or on behalf of the Customer through an approved GuardianOne support channel.

"Statement of Work" means a statement of work or equivalent customer-specific project document accepted under the Master Terms that identifies the applicable Professional Services and commercial fields.

"Time and Materials" means a charging basis under which the Customer pays for time reasonably spent and applicable materials, expenses and external costs at the rates and charging increments stated in the Contract.

3. Professional Services and Delivery

3.1 GuardianOne will perform its own Professional Services with reasonable care and skill and in accordance with the Contract.

3.2 GuardianOne may use remote access, onsite attendance, meetings, workshops, scripts, automation, Automated Technology, specialist tools and other reasonable delivery methods appropriate to the Professional Services. Professional Services are delivered on a remote-first basis unless onsite work is expressly included or reasonably required and agreed.

3.3 The applicable Statement of Work, Proposal, Order or accepted ad hoc Service Request is the authoritative description of what GuardianOne has agreed to provide. A feature, activity, outcome, integration, use case or support obligation is not included merely because it was discussed, demonstrated, previously assisted with, shown in third-party material, described in an online video or technically capable of being performed.

3.4 GuardianOne may classify or reclassify a Service Request as ad hoc Professional Services, a Change Request, Out-of-Scope Work, a Sensitive Change or a Project according to its nature, scope, cost, risk, dependencies and business impact. A classification used in GuardianOne's service management system is operational and does not, by itself, determine contractual scope or charges.

3.5 GuardianOne may decline a request, pause work or require additional information, approval, discovery, a quote, an Order, a Statement of Work, an implementation plan or a revised charging basis before proceeding.

3.6 Unless the applicable Statement of Work expressly states otherwise, Professional Services do not include a service level, initial response or resolution target, guaranteed commencement time or guaranteed completion date.

4. Ad Hoc Service Requests

4.1 The Customer authorises its Personnel to submit routine Service Requests for ad hoc Professional Services through an approved GuardianOne support channel. GuardianOne may rely on a Service Request submitted by a person who reasonably appears to be the Customer's Personnel or an authorised user of the Customer's systems.

4.2 For the purposes of Master Terms clause 6.1, a routine Service Request accepted under this clause is an authorised request for Time and Materials Professional Services under this Agreement and is not billable Out-of-Scope Work merely because an Authorised Contact did not separately approve it. For a Customer that also has a Managed Services Contract, a Service Request is first assessed under that Contract, and this clause applies only to work that is not included in the Managed Services and where the standing arrangement under clause 1.2 applies. This clause does not remove an approval requirement that the Managed Services Contract expressly imposes for billable Out-of-Scope Work.

4.3 The Customer must pay for the time reasonably spent assessing, investigating, communicating about and performing an accepted ad hoc Service Request, using the applicable rates, minimum charges and billing increments in the Rate Schedule. Time may remain chargeable where a requested outcome cannot be achieved because of a Third-Party Service, an unsupported or incompatible environment, incomplete information, access limitations or another matter outside GuardianOne's reasonable control, subject to GuardianOne performing its own services with reasonable care and skill.

4.4 The Customer may notify GuardianOne in writing of reasonable restrictions on the Personnel who may submit billable Service Requests, the categories of work they may request or an applicable spending or approval limit. A restriction applies only after GuardianOne receives it, acknowledges it and has a reasonable opportunity to implement it. GuardianOne will acknowledge a restriction notified under this clause promptly and will not unreasonably delay implementing it.

4.5 GuardianOne may require approval from an Authorised Contact or Security Authorised Contact before proceeding where a Service Request involves a Sensitive Change, procurement, a new recurring charge, an external commitment, material cost, elevated risk, privileged access, material operational change, significant complexity or work GuardianOne reasonably classifies as a Project.

4.6 If an ad hoc Service Request develops beyond routine work, GuardianOne may pause it and require a quote, Order or Statement of Work. Time reasonably spent before the pause remains chargeable, including investigation and work needed to determine that a formal Project or Change Request is required.

4.7 GuardianOne's acceptance or initial response to a Service Request does not guarantee that GuardianOne can complete the requested work, achieve a particular result or complete it within a particular time.

5. Statements of Work and Project Commencement

5.1 A Project is governed by an accepted Statement of Work, Proposal or Order that identifies the Customer-specific scope and commercial fields.

5.2 Unless the applicable Statement of Work states otherwise, GuardianOne is not required to commence or reserve delivery resources until:

(a) the applicable Statement of Work, Proposal or Order has been accepted;

(b) the Initial Project Payment and all applicable upfront hardware, licence, Third-Party Service and external costs have been paid;

(c) the Customer has provided the information, access, credentials, approvals, decisions and other dependencies reasonably required to begin; and

(d) GuardianOne has confirmed resource availability and scheduled the work.

5.3 A proposed commencement date or delivery window is subject to clause 5.2 and remains an estimate until GuardianOne confirms the actual schedule.

5.4 Discovery, feasibility checks or pre-installation review may identify technical, security, licensing, data, compatibility or environmental conditions not reasonably apparent when the Statement of Work was prepared. GuardianOne will notify the Customer of a material issue and may propose a Change Request, additional work, a revised timetable or another reasonable delivery approach.

6. Scope, Assumptions and Exclusions

6.1 The scope, Deliverables, assumptions, dependencies, exclusions, timing, Acceptance Criteria and charging basis stated in the applicable Statement of Work are customer-specific commercial fields under the Contract.

6.2 A Fixed Price and timetable are based on the accuracy and continued validity of the stated assumptions, dependencies and information available to GuardianOne when the Statement of Work was prepared.

6.3 The following are outside scope unless expressly included:

(a) new features, workflows, integrations, use cases, training, optimisation or further configuration requested after acceptance;

(b) work caused by a Customer change, a third-party change, inaccurate or incomplete information, an unsupported system, a changed environment or failure to satisfy a dependency;

(c) ongoing support, monitoring, maintenance, administration, vendor liaison, availability management, upgrades, enhancements or compatibility work after Completion;

(d) data recovery, forensic work, regulatory assistance, cyber incident response or remediation beyond the activities expressly included;

(e) hardware, licences, subscriptions, Third-Party Services, carrier services, travel, accommodation, freight or external costs not expressly included; and

(f) any other work or result not expressly included in the applicable Statement of Work.

6.4 A meeting, email, informal discussion, technical suggestion, demonstration, troubleshooting step or one-off assistance does not amend the scope unless it is recorded and approved as a Change Request or other written variation under the Contract.

6.5 GuardianOne may make minor technical or sequencing adjustments that do not materially reduce the agreed Deliverables or outcome, where reasonably required for safe, practical or efficient delivery.

7. Customer Responsibilities and Dependencies

7.1 The Customer must cooperate with GuardianOne and provide in a timely manner the information, access, credentials, systems, facilities, personnel, decisions, approvals, sign-offs, test participation and other dependencies reasonably required for the Professional Services.

7.2 The Customer must nominate an Authorised Contact with authority to make Project decisions and approve Change Requests, additional charges and other commitments on the Customer's behalf. The Customer must also provide a Security Authorised Contact where required under the Master Terms.

7.3 The Customer must ensure that information and instructions supplied to GuardianOne are accurate, complete, current and not misleading. GuardianOne may rely on them unless GuardianOne knows they are materially incorrect.

7.4 The Customer must ensure it has the rights, licences, notices, consents and authority required for GuardianOne and its providers to access and use the Customer's systems, data, software, domains, tenants, premises and other materials as contemplated by the Contract.

7.5 The Customer must coordinate with GuardianOne before the Customer or another provider makes a material change to an environment affected by the Professional Services. GuardianOne is not responsible for the effect of an uncoordinated or unauthorised change.

7.6 Where GuardianOne Personnel attend a Customer site, the site access, safety, induction and working-condition obligations in the Master Terms apply, and the Customer must also provide adequate power and connectivity for the work.

7.7 If the Customer fails to meet a responsibility or dependency, GuardianOne may adjust dates, pause affected work, release reserved resources, reschedule delivery and charge reasonable additional work and costs resulting from that failure, subject to the Contract.

8. Timing, Delays and Rescheduling

8.1 Project dates, milestones and completion estimates are good-faith estimates unless the applicable Statement of Work expressly identifies a date as fixed or guaranteed.

8.2 A Customer delay, third-party delay, provider dependency, changed assumption, approved Change Request, changed Customer environment, access limitation, supply-chain issue or event outside GuardianOne's reasonable control extends the affected timetable to the extent reasonably required.

8.3 GuardianOne is not in breach to the extent a delay or failure is caused or contributed to by the Customer, the Customer's Personnel, another provider or a dependency outside GuardianOne's reasonable control.

8.4 Where an unresolved Customer delay continues for 10 Business Days, GuardianOne may release reserved Personnel or delivery capacity and reschedule the Project according to then-current availability. A revised completion estimate may apply.

8.5 Where a Project remains inactive because of an unresolved Customer dependency for 30 calendar days, GuardianOne may give the Customer written notice identifying the unresolved dependency and stating that the Project will close on a specified date at least five Business Days later unless the Customer responds and the parties resolve the dependency or agree a reasonable plan to progress the Project. If that does not occur by the specified date, GuardianOne may close the Project without further notice or keep it open where GuardianOne considers that practical.

8.6 Restarting a rescheduled or closed Project may require a revised timetable, refreshed discovery, a Change Request or a new Statement of Work. Reasonable restart, revalidation and remobilisation work is separately chargeable unless the applicable Statement of Work states otherwise.

9. Changes and Additional Work

9.1 A material change to a Project must be recorded in a Change Request or another written variation accepted by GuardianOne and an Authorised Contact.

9.2 A Change Request should identify the requested change and, where reasonably determinable, its effect on scope, Deliverables, assumptions, dependencies, exclusions, timing, Acceptance Criteria, fees and external commitments.

9.3 GuardianOne is not required to commence a requested change until the parties have agreed the applicable scope, charging basis and timing. GuardianOne may continue unaffected work where reasonably practicable.

9.4 GuardianOne will not ordinarily charge merely for preparing a straightforward estimate. Where assessing a proposed change requires material discovery, investigation, design, testing or consulting, GuardianOne may advise the Customer that the assessment is chargeable before performing it.

9.5 Additional work may be charged at a Fixed Price, on a Time and Materials basis or on another basis stated in the approved Change Request.

9.6 Urgent security, containment or protective action remains governed by the authority and verification provisions in the Master Terms and does not require a Change Request where prior approval is not reasonably practicable.

10. Fees, Expenses and Invoicing

10.1 The Customer must pay the fees, charges, expenses and external costs stated in the applicable Contract Documents.

10.2 Time and Materials work is charged using the applicable rates, minimum charges and billing increments in the Rate Schedule, unless the applicable Statement of Work or Order expressly states another basis.

10.3 GuardianOne may invoice Time and Materials Professional Services weekly, on completion of the relevant Service Request or work item, monthly in arrears, as part of a Regular Recurring Invoice, or at other reasonable intervals stated in the Contract or notified to the Customer. Where those charges are included on a Regular Recurring Invoice, the Customer authorises GuardianOne and its payment processor to charge them under Master Terms clause 8.4.

10.4 GuardianOne's contemporaneous service, project and time records are the basis of Time and Materials invoicing. On reasonable request, GuardianOne will provide a reasonable summary of the work recorded, but is not required to disclose internal notes, security-sensitive information or proprietary delivery methods.

10.5 A Fixed Price is invoiced in accordance with the payment schedule in the applicable Statement of Work. An Initial Project Payment or milestone instalment is an instalment of the overall Project price and does not necessarily correspond to the proportion of visible Deliverables or effort completed at that point.

10.6 Hardware, equipment, licences, subscriptions, Third-Party Services, subcontractor commitments and other external costs may be invoiced upfront. GuardianOne is not required to order or become committed to them until payment is received.

10.7 Once GuardianOne becomes committed to an external cost for the Customer, that amount is refundable or creditable only to the extent GuardianOne actually receives a corresponding refund or credit from the relevant provider, subject to rights that cannot legally be excluded.

10.8 Travel, accommodation, freight, courier and other agreed expenses are charged in accordance with the Statement of Work, Rate Schedule and Master Terms.

10.9 Invoice due dates, GST, payment methods, invoice disputes, interest, recovery costs and automatic payment authority are governed by the Master Terms.

11. Fixed Price Projects

11.1 A Fixed Price applies only to the scope, Deliverables, assumptions, dependencies, exclusions and delivery conditions stated in the applicable Statement of Work.

11.2 During ordinary delivery, the Fixed Price does not increase or decrease merely because GuardianOne spends more or less time than originally estimated.

11.3 GuardianOne may maintain internal project, task and time records for a Fixed Price Project. Those records do not convert the Project to Time and Materials and GuardianOne is not required to provide detailed timesheets unless the Statement of Work expressly requires them.

11.4 A Fixed Price does not include additional work or cost caused by:

(a) an approved Change Request or Customer request outside scope;

(b) an inaccurate, incomplete or changed assumption, dependency or Customer environment;

(c) a Customer, third-party or provider delay, act, omission or change;

(d) unsupported, incompatible, corrupt or undisclosed systems or data;

(e) additional transition, cancellation, stabilisation or handover work requested by the Customer; or

(f) external costs, hardware or Third-Party Services not expressly included in the Fixed Price.

11.5 GuardianOne will notify the Customer and seek approval where a circumstance in clause 11.4 requires material additional charges, unless immediate action is authorised under the Master Terms or the Customer has already approved the relevant charging basis.

12. Time and Materials Services

12.1 A Time and Materials estimate is a good-faith estimate based on the information then available. It is not a Fixed Price, guarantee or spending cap unless the applicable Contract Document expressly states that it is a cap.

12.2 The Customer must pay for time reasonably spent performing the agreed work, including reasonable preparation, investigation, testing, communication, documentation and closure activities, using the applicable charging basis.

12.3 GuardianOne will use reasonable efforts to notify the Customer where GuardianOne reasonably expects a material overrun against an estimate. GuardianOne may pause work while seeking approval where a notified spending limit would be exceeded or the request has materially changed.

12.4 Time and Materials Professional Services are an obligation to perform the agreed work with reasonable care and skill, not a guarantee that a particular issue can be resolved or a particular technical, commercial or business outcome will be achieved.

13. Testing, Acceptance and Completion

13.1 Where a Deliverable has Acceptance Criteria, GuardianOne will notify the Customer when the Deliverable is ready for review and provide the information reasonably required for the Customer to perform the agreed acceptance testing. The notice will identify the Deliverable, state the review period under clause 13.2 and state that the Deliverable may be accepted under clause 13.4 if a valid rejection notice is not received within that period.

13.2 The Customer has five Business Days after the notice under clause 13.1 to review the Deliverable and either accept it or give GuardianOne a valid rejection notice.

13.3 A valid rejection notice must be in writing, identify the relevant Acceptance Criterion, describe the alleged material failure in enough detail for GuardianOne to investigate, and include reasonable supporting information where available.

13.4 A Deliverable is accepted on the earliest of:

(a) the Customer confirming acceptance;

(b) the Customer using the Deliverable in production other than solely for agreed testing;

(c) the five-Business-Day review period expiring without a valid rejection notice; or

(d) the Customer preventing, unreasonably delaying or failing to participate in agreed acceptance testing after GuardianOne has provided a reasonable opportunity to do so.

13.5 A minor issue that does not materially prevent the Deliverable meeting the Acceptance Criteria does not delay acceptance. Where the minor issue results from GuardianOne not performing the agreed Professional Services with reasonable care and skill, GuardianOne will correct it within a reasonable time at no additional charge. Any other requested correction, change or enhancement is outside the accepted scope and may be separately chargeable.

13.6 A rejection is not valid merely because the Customer changes its preferences, seeks additional functionality, identifies a matter outside scope, relies on inaccurate information, or encounters a Third-Party Service or environmental limitation not caused by GuardianOne's failure to perform the agreed Professional Services with reasonable care and skill.

13.7 GuardianOne may issue the applicable completion or milestone invoice when acceptance occurs or is deemed to occur under this clause.

13.8 For Professional Services without a Deliverable or Acceptance Criteria, including routine ad hoc work, Completion occurs when GuardianOne performs and records the agreed work or otherwise notifies the Customer that the relevant work item is complete. Formal acceptance testing is not required.

14. Defects and Post-Completion Services

14.1 If the Customer gives a valid rejection notice or promptly notifies GuardianOne of a genuine Defect, GuardianOne must be given a reasonable opportunity to investigate the issue.

14.2 Where GuardianOne confirms a Defect for which it is responsible, GuardianOne may correct, reconfigure or reperform the affected Professional Services and resubmit the Deliverable for acceptance. The appropriate remedy is determined having regard to the nature, materiality and reasonable remediability of the Defect and rights that cannot legally be excluded.

14.3 The following are not, of themselves, Defects unless the applicable Statement of Work expressly provides otherwise, and this clause does not exclude a failure by GuardianOne to perform the agreed Professional Services with reasonable care and skill:

(a) a new feature, workflow, integration, use case or business requirement;

(b) a change in the Customer's expectations, preferences or desired outcome;

(c) training, optimisation, further configuration, enhancement or additional automation;

(d) an issue caused by the Customer, another provider or a change made after delivery;

(e) an internet, network, hardware, operating-system, power or environmental issue outside the agreed Deliverable;

(f) a Third-Party Service outage, restriction, change, suspension, discontinuation or provider limitation;

(g) expired credentials, disconnected integrations, authentication failures or permissions changed after delivery;

(h) a software, API, model, connector, licensing or compatibility change occurring after delivery;

(i) the quality, accuracy, consistency, suitability or availability of Automated Technology or its output;

(j) a platform or integration not operating continuously or in the manner the Customer hoped; or

(k) a request arising from an online video, newly discovered feature, new vendor capability or later product development.

14.4 Completion does not include ongoing support, monitoring, maintenance, platform administration, troubleshooting, retraining, vendor liaison, availability management, upgrades, enhancements, additional automation, continued compatibility or responsibility for keeping a solution operational, unless expressly included in the Statement of Work or a separate managed-services or support Contract.

14.5 A request made after Completion may be handled as a billable ad hoc Service Request, a Change Request, a new Order or a new Project. GuardianOne may require a separate scope or charging arrangement before proceeding.

14.6 GuardianOne providing assistance on one occasion after Completion does not create a continuing support obligation, extend the scope or waive the right to charge for later work.

14.7 Expiry of the five-Business-Day acceptance period does not exclude rights that cannot legally be excluded or prevent the Customer raising a latent issue that could not reasonably have been discovered during the acceptance period. The Customer must notify GuardianOne promptly after discovery and the issue must otherwise meet the definition of a Defect.

15. Data, Backups, Migrations and Automated Technology

15.1 Customer Data, privacy, information security, confidentiality, data retention and Intellectual Property Rights are governed by the Master Terms and any applicable customer-specific provisions in the Statement of Work.

15.2 Except to the extent backup work is expressly included in the Statement of Work, the Customer's backup, restoration-testing and business-continuity responsibilities under the Master Terms continue to apply before and during the Professional Services.

15.3 A migration, conversion, integration, restoration or data-handling activity may encounter corrupt, incomplete, inaccessible, unsupported, incompatible, duplicated or incorrectly structured data. GuardianOne does not guarantee that every source item, attribute, permission, history or configuration can be transferred, reproduced or restored.

15.4 GuardianOne may rely on the accessibility, integrity, completeness, format, licensing and compatibility of source systems and data made available by the Customer or another provider. Additional work caused by a material source issue may require a Change Request or Time and Materials charges.

15.5 GuardianOne will identify known material migration or conversion exceptions where reasonably practicable, but is not required to perform an item-by-item reconciliation unless expressly included in the Statement of Work.

15.6 Where Professional Services involve Automated Technology, the agreed scope is limited to the expressly included configuration, workflow, integration, testing, training or advisory work. GuardianOne does not guarantee that the technology, provider connection or output will remain continuously available, accurate, complete, consistent or suitable for every future use case.

15.7 The Customer remains responsible for reviewing Automated Technology outputs and for decisions, communications and actions taken using those outputs, except to the extent the Statement of Work expressly assigns a specific responsibility to GuardianOne.

15.8 Any Project risk assessment, security review or treatment performed by GuardianOne will be proportionate to the nature and risk of the Project. GuardianOne is not required to create a separate customer-facing risk treatment plan, security plan or compliance deliverable unless the Statement of Work expressly includes it.

16. Project Personnel and Subcontractors

16.1 GuardianOne may assign, replace or reschedule its Personnel and may use suitably qualified contractors, subcontractors and specialist providers to perform the Professional Services.

16.2 GuardianOne remains responsible for the Professional Services it supplies through its Personnel, subject to the Third-Party Service provisions and other limitations in the Master Terms.

16.3 A named project lead, technical lead, security lead or other resource is not guaranteed unless the applicable Statement of Work expressly states that the named person is committed. GuardianOne may replace a named person with a person of reasonably appropriate capability where necessary.

16.4 The Customer must ensure its nominated project personnel are available and have sufficient knowledge and authority to provide timely information, decisions, approvals and acceptance testing.

17. Cancellation and Project Closure

17.1 The Customer may cancel unfinished Professional Services by written notice from an Authorised Contact. A request to stop a routine ad hoc Service Request may be accepted through the same approved support channel, provided GuardianOne can reasonably verify the request.

17.2 GuardianOne may close a Project under clause 8.5 and may suspend or terminate Professional Services as permitted by the Master Terms and the applicable Statement of Work. A Project

closed under clause 8.5 is treated as cancelled by the Customer on the closure date for the purposes of clauses 17.3 to 17.8.

17.3 If the Customer cancels a Fixed Price Project before Completion, GuardianOne will prepare a final reconciliation. The Customer must pay:

(a) the reasonable value of project establishment, mobilisation, planning, project management and coordination, research, discovery, design, completed work and work in progress up to the effective cancellation date;

(b) reasonable work required to stop, secure, stabilise, document or demobilise the affected work;

(c) approved expenses and external costs already incurred; and

(d) non-cancellable or unavoidable hardware, Third-Party Service, subcontractor and other external commitments entered into for the Customer.

17.4 GuardianOne will assess the value under clause 17.3 reasonably and transparently by reference to completed and partially completed phases and Deliverables, actual project and time records, the original estimated effort, work remaining, technical value created or delivered, and work reasonably committed before the cancellation could take effect.

17.5 The Initial Project Payment and other amounts paid are advance payments and are not automatically refundable on cancellation. GuardianOne will apply them against the final reconciliation.

17.6 Unless the Customer separately approves additional cancellation, transition or handover work, GuardianOne's fees for its own Professional Services under clauses 17.3 and 17.4 will not exceed the applicable Fixed Price. External costs and commitments are not included in that cap unless the Statement of Work expressly included them in the Fixed Price.

17.7 The Customer must pay any shortfall shown in the final reconciliation. Any genuine excess remaining after all amounts properly payable have been applied will be credited or refunded.

17.8 For Time and Materials Professional Services, the Customer must pay for work performed and time reasonably required to stop, secure, document and close the work, together with approved expenses and unavoidable external commitments.

17.9 Project closure does not waive the Customer's obligation to pay amounts already due or the effects of termination provisions in the Master Terms.

18. Handover and Transition

18.1 Following normal Completion, GuardianOne will provide the handover items expressly included in the Statement of Work.

18.2 Following cancellation or Project closure, GuardianOne will make reasonably available:

(a) Customer Data and Customer-owned credentials or administrative access under GuardianOne's control, subject to reasonable identity and authority verification;

(b) completed Deliverables for which the Customer has paid all applicable amounts;

(c) existing customer-specific Project documentation that is already complete and reasonably capable of being handed over; and

(d) Customer-owned hardware and other property held by GuardianOne, subject to reasonable collection or delivery arrangements.

18.3 GuardianOne is not required, without further agreement and payment, to:

(a) complete unfinished Deliverables or partially performed work;

(b) create new documentation, testing records, explanations, walkthroughs or knowledge-transfer material;

(c) perform additional remediation, stabilisation, export, migration, packaging or transition work;

(d) support or train the Customer or another provider; or

(e) disclose GuardianOne's internal notes, prompts, methods, templates, scripts, tools, workflow logic or other GuardianOne Intellectual Property.

18.4 Additional handover, transition or assistance is separately chargeable at the applicable rates or another agreed price and is subject to resource availability and reasonable security controls.

18.5 GuardianOne will not intentionally withhold Customer Data or essential Customer-owned administrative access solely as leverage for payment. This does not require GuardianOne to release unpaid Deliverables, assign Intellectual Property Rights before payment or perform additional transition work without charge.

19. General

19.1 The Master Terms govern Contract formation and document priority; Customer responsibilities and technical authorisations; Authorised Contacts and Sensitive Changes; Third-Party Services; payment and pricing; suspension and termination; data and privacy; information security; confidentiality; Intellectual Property Rights; Tangible Products; warranties and limitations; liability; indemnities; solicitation of Personnel; disputes; notices; force majeure; general matters; and governing law.

19.2 Intellectual Property Rights in Deliverables are governed by Master Terms clause 16. Unless the applicable Statement of Work expressly states that a genuinely bespoke Deliverable is assigned, the Customer receives only the licence granted under the Master Terms after full payment.

19.3 Professional Services do not create an ongoing managed-services, support, maintenance, monitoring or administration arrangement. Any continuing service requires an applicable Managed Services Agreement, support arrangement, Order or other written Contract.

19.4 A delay or failure by GuardianOne to require a Statement of Work, Change Request, approval or charge on one occasion does not require GuardianOne to do the same on another occasion and does not expand the scope of the Contract.

19.5 If Contract Documents are inconsistent, the document priority in Master Terms clause 3.5 applies together with the Statement of Work clarification in clause 1.5. A customer-specific

Statement of Work varies this Agreement or the Master Terms only through a Special Condition that clearly identifies the provision being varied and the replacement position.

19.6 This Agreement may be amended or replaced for future Contracts. The version incorporated into an existing Contract continues to apply to that Contract unless the parties agree otherwise in writing under the Master Terms.