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Third-Party Services Supply Terms

Version 2.0, dated 29 July 2026

Standard operational and commercial terms applying to Third-Party Services supplied, resold, arranged or administered by GuardianOne when expressly incorporated into a Proposal or Order.

ISSUED BY

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About These Supply Terms

These Third-Party Services Supply Terms set the standard operational and commercial rules for Third-Party Services supplied, resold, arranged or administered by GuardianOne. The applicable Proposal or Order identifies the Customer, selected services, products, quantities, prices, Commitment Term, Billing Frequency, commencement and renewal settings, applicable Service Schedule and any Special Conditions.

The GuardianOne Master Terms and Conditions identified in the applicable signing package contain the universal legal terms. These Supply Terms are a Service Agreement under those Master Terms and deliberately do not repeat their provisions dealing with confidentiality, privacy, information security, intellectual property, liability, indemnities, dispute resolution, notices, force majeure and governing law.

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1. Application and Contract Structure

1.1 These Third-Party Services Supply Terms are a Service Agreement for the purposes of the Master Terms and apply when they are expressly incorporated into an accepted Proposal or Order.

1.2 The Third-Party Services supplied to the Customer are limited to the products, services, quantities and commercial settings expressly identified in the applicable Proposal or Order. These Supply Terms provide the standard operating and commercial rules for those Third-Party Services.

1.3 A Service Schedule forms part of these Supply Terms and applies only where the applicable Proposal or Order identifies the relevant service category or expressly states that the Service Schedule applies.

1.4 For a Third-Party Service governed by a Service Schedule, that Service Schedule supplements these general clauses and prevails over them only to the extent of an inconsistency relating to that Third-Party Service. Document priority and valid variations otherwise remain governed by the Master Terms.

1.5 For the purposes of Master Terms clauses 3.5 and 3.6 and the definition of Special Condition, an accepted Order is treated as a Proposal to the extent it contains customer-specific commercial fields or a provision expressly identified as a Special Condition. A standard clause is varied only through a Special Condition that clearly identifies the provision being varied and the replacement position. An accepted Order is also treated as the applicable Proposal for the purposes of every Master Terms provision that operates by reference to a Proposal.

1.6 A reference in these Supply Terms to an Order includes an accepted Proposal, quote or other GuardianOne ordering document that expressly identifies the applicable Third-Party Services and incorporates these Supply Terms.

1.7 Capitalised terms not defined in these Supply Terms have the meaning given in the Master Terms.

1.8 Each Order may form a separate Contract. The term, renewal and termination of a Third-Party Service are not automatically aligned with Managed Services, Professional Services or another GuardianOne Contract.

1.9 For the ordering, supply, billing, Commitment Term, renewal, suspension, transfer, reconciliation and termination of a Third-Party Service governed by these Supply Terms, these Supply Terms prevail over another Service Agreement to the extent of an inconsistency. The Managed Services Agreement, the Professional Services Agreement and any other Service Agreement continue to govern the support, administration, professional services and other services they expressly include, and a Managed Quantity or other service fee under another Service Agreement remains governed by that Service Agreement.

1.10 These Supply Terms apply to a Third-Party Service where the applicable customer-specific document expressly selects, quotes or supplies that Third-Party Service and incorporates these Supply Terms, or where clause 5.5 applies to a later transaction. They do not apply to a Third-Party Service merely because it is mentioned in a Contract. Where a Statement of Work or other Contract provides professional services for a Customer-owned or third-party-supplied

environment and GuardianOne does not supply the underlying subscription, the subscription-supply provisions of these Supply Terms do not apply to that subscription.

2. Definitions

"Billing Frequency" the frequency at which charges are invoiced or collected, including monthly, annually, upfront or another frequency stated in the Order. Billing Frequency does not determine the Commitment Term.

"Commitment Term" the minimum term for which the Customer commits to a Third-Party Service, as stated in the Order or confirmed through the applicable provider transaction.

"Committed Charges" the charges that GuardianOne, its distributor or another provider remains legally required to pay or cannot reasonably avoid for a Third-Party Service during its Commitment Term, including charges arising from an authorised quantity increase.

"Current Term" the initial Commitment Term or the then-current renewal term for the affected Third-Party Service.

"Provider" a vendor, publisher, distributor, carrier, data centre, platform operator or other third party involved in supplying, licensing, billing, hosting, supporting or operating a Third-Party Service.

"Renewal Date" the date on which a Third-Party Service renews or enters a new Commitment Term.

"Renewal Instructions Deadline" the deadline stated in the Order by which GuardianOne must receive complete and valid instructions to cancel, reduce, change or not renew a Third-Party Service.

"Remaining Supplier Exposure" the Committed Charges and other unavoidable provider costs that GuardianOne or its distributor remains liable to pay as at the date GuardianOne calculates the amount, less any amount that is reasonably avoidable and any confirmed credit, refund or release.

"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.

"Service Schedule" a schedule included in these Supply Terms that contains additional rules for a specified category of Third-Party Service.

"Supplier Adjustment Window" a cancellation, refund, reduction or correction period made available by the Provider for a particular order, renewal, addition or change.

"Transfer Effective Date" the date on which a Provider confirms that responsibility for the affected Third-Party Service has transferred from GuardianOne or its distributor to the incoming provider and future supplier liability has ended or changed accordingly.

3. Orders, Provisioning and Activation

3.1 GuardianOne may decline, delay or condition an Order where the Provider does not accept it, the product is unavailable, required information or acceptance is missing, credit or payment requirements are not satisfied, the requested configuration is unsupported, or GuardianOne reasonably considers that the Order creates unacceptable legal, security, operational or credit risk.

3.2 The Customer authorises GuardianOne to place an accepted Order with the Provider and to incur the provider commitment corresponding with the authorised product, quantity, Commitment Term and Billing Frequency.

3.3 Charges may commence when GuardianOne orders, activates, provisions or otherwise becomes committed to the Third-Party Service, including where activation occurs before the Customer begins using the service or before another GuardianOne service commences.

3.4 GuardianOne may issue an activation or subscription confirmation recording provider-generated operational details such as subscription identifiers, actual activation date, cotermination date or Renewal Date. That confirmation may evidence the Provider transaction but does not silently vary an express customer-specific commercial field in the Order.

3.5 Provisioning times are estimates unless the Order expressly states a guaranteed commitment as a Special Condition. GuardianOne is not responsible for a delay caused by the Provider, missing Customer information or acceptance, an outgoing provider, technical eligibility, verification, supply constraints or another dependency outside GuardianOne's reasonable control.

4. Third-Party Terms and Customer Acceptance

4.1 The Customer must comply with the applicable Third-Party Terms. Those terms govern the Customer's right to access and use the Third-Party Service and may be changed by the Provider in accordance with the Provider's own terms and processes.

4.2 Where Provider acceptance is required, the Customer must accept the applicable Third-Party Terms before GuardianOne places or changes an Order. The Customer authorises GuardianOne and its distributor to record, confirm or submit evidence of the Customer's acceptance to the extent permitted by the Provider.

4.3 GuardianOne may rely on the acceptance given by the person who accepts the applicable Order and on the contact details captured through the approved signing process. That person warrants that they have authority to accept the Third-Party Terms for the Customer.

4.4 Where a Provider requires later acceptance, reacceptance, verification or confirmation, the Customer must complete it promptly. GuardianOne may defer a new order, renewal change, quantity change, transfer or other transaction until the Provider requirement is satisfied.

4.5 Third-Party Terms govern the Customer's use of the Provider's product or service. The GuardianOne Contract governs the Customer's payment and other obligations to GuardianOne, including subscription commitments, ordering, billing, renewal, transfer, support and administration.

4.6 GuardianOne cannot amend Third-Party Terms and does not warrant that a Provider will accept a requested order, cancellation, reduction, refund, credit, transfer or exception.

4.7 Access to a Provider portal, console or administrative tool is subject to the applicable Third-Party Terms and Provider processes. GuardianOne may facilitate that access where included in the Contract, but does not control a Provider portal's availability, functionality or eligibility requirements.

5. Customer Authorisations and Instructions

5.1 Only an Authorised Contact may approve a new recurring Third-Party Service, an increase or decrease in quantity, an upgrade or downgrade, a new Commitment Term, a cancellation, non-

renewal, transfer or another instruction that creates, changes or ends a material supplier commitment.

5.2 GuardianOne may rely on an instruction that appears to come from an Authorised Contact through an approved channel, subject to the verification and Sensitive Change controls in the Master Terms. A delay by the Customer in updating its Authorised Contact details does not invalidate an instruction GuardianOne reasonably relied on before receiving the update.

5.3 A routine request by an end user, including a request associated with staff onboarding, is not itself Authorised Contact approval for the purposes of clause 5.1 and does not authorise GuardianOne to incur a new subscription commitment or recurring charge, unless an Authorised Contact has approved it or an existing standing approval clearly covers it.

5.4 An authorised request to add a product, subscription or licence authorises GuardianOne to place the corresponding Provider order, incur the associated supplier commitment, apply any pro rata charge and add the ongoing charge to the Customer's invoice.

5.5 Where these Supply Terms already apply to the Customer, a Service Request from an Authorised Contact for a new subscription, a quantity increase, a permitted quantity decrease, an upgrade, a permitted downgrade, a product transition or conversion, a renewal-setting change, a Commitment Term change, a Billing Frequency change, a cancellation or another Provider transaction, once accepted or actioned by GuardianOne, constitutes the Order for that transaction for the purposes of these Supply Terms, and GuardianOne is not required to issue a separate Proposal or other customer-signing document for it. The Service Request, together with GuardianOne's confirmation, quotation, ticket record, invoice or completed transaction, records the applicable product, quantity, pricing, commitment and billing position, and clause 3.4 applies to any confirmation issued. GuardianOne may nevertheless require a new Proposal, Statement of Work, services order or other written customer acceptance where GuardianOne reasonably considers it appropriate having regard to the transaction's value, Commitment Term, risk, complexity, unusual conditions or material commercial effect.

5.6 Where GuardianOne acts on a request from a person who is not recorded as an Authorised Contact, the Customer remains responsible for the resulting charges and unavoidable Provider commitments where GuardianOne reasonably believed the person had authority because of one or more of the following:

(a) Customer information, records or contact details provided to GuardianOne;

(b) a standing instruction, delegation or approval;

(c) the person's job title, stated role or apparent responsibility;

(d) the use of an established Customer-controlled email account, service channel or authenticated account;

(e) previous similar instructions from that person accepted without objection;

(f) the parties' established course of dealing; or

(g) the Customer's failure to notify GuardianOne that the person's authority had changed, ended or was restricted.

This clause applies only where GuardianOne's reliance was reasonable, and does not protect GuardianOne where it knew the person lacked authority or failed to follow a clear and current

authority restriction that the Customer had notified in writing and GuardianOne had acknowledged.

5.7 The Customer must notify GuardianOne promptly after discovering an unauthorised or incorrect transaction. GuardianOne will use reasonable efforts to reverse, cancel, reduce or correct the transaction within any available Supplier Adjustment Window, and each party must take reasonable steps to mitigate the resulting charges. GuardianOne does not guarantee that a Provider or distributor will permit or complete a reversal, cancellation, refund or reduction. The Customer remains responsible for charges and commitments that cannot reasonably be reversed, including to the extent an available Provider cancellation, reduction or refund opportunity is lost because of the Customer's delay.

5.8 GuardianOne may seek ratification of a transaction from an Authorised Contact. Ratification by an Authorised Contact confirms the transaction from the date it was actioned.

5.9 The Customer may notify GuardianOne in writing of a restriction on the Personnel who may request supplier transactions or the categories of transaction they may request. 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.

6. Supplier Commitments and Continuing Payment Obligations

6.1 The Customer must pay the charges for a Third-Party Service throughout its Commitment Term, subject to any cancellation, reduction, transfer, refund or credit actually permitted and completed by the Provider. That obligation is not reduced or cancelled merely because the Customer stops using the service, a user leaves, an account becomes inactive, the Customer's business needs change, the Customer changes technology provider, or another GuardianOne Contract expires or terminates.

6.2 Where the Provider does not permit cancellation or reduction and GuardianOne or its distributor remains liable for the Committed Charges, those charges are an actual unavoidable Third-Party Service commitment for the purposes of the Master Terms and any other applicable GuardianOne Service Agreement.

6.3 GuardianOne will not recover the same underlying supplier exposure twice. If GuardianOne receives a confirmed Provider release, refund, credit or transfer adjustment for an amount already paid by the Customer, clause 16 applies.

6.4 A change in the Customer's billing arrangement, payment method, managed-service status or relationship with GuardianOne does not alter the Commitment Term unless the Provider transaction is validly changed and GuardianOne confirms the change in writing.

7. Charges, Billing and Taxes

7.1 The Customer must pay the prices and charges stated in the Order, together with applicable GST, usage charges, setup charges, Provider fees, taxes, duties and other amounts expressly payable under the Contract.

7.2 Invoicing timing, payment, automatic charging, invoice disputes, interest, collection costs and GST are governed by the Master Terms. A usage, consumption, overage or variable charge may

be invoiced after GuardianOne receives the relevant Provider data, including in a later billing period.

7.3 GuardianOne may invoice a reasonable pro rata amount from the date a Third-Party Service or additional quantity is ordered, activated or becomes committed, and may align later invoices with GuardianOne's regular billing cycle.

7.4 Billing Frequency is only the payment schedule. Monthly invoicing does not convert an annual or multi-year Commitment Term into a monthly commitment or give the Customer a monthly cancellation right.

8. Quantity, Product and Service Changes

8.1 An authorised increase takes effect when GuardianOne places, activates or becomes committed to the additional product, licence, capacity or other quantity. The Customer must pay the resulting pro rata and ongoing charges.

8.2 A requested decrease, cancellation or downgrade takes effect only when the Provider permits and completes it and GuardianOne confirms the effective date. The request does not itself reduce the current quantity or charges.

8.3 Where a requested decrease cannot be processed during the Current Term, GuardianOne may schedule it for the next Renewal Date if the Provider supports scheduled changes and the request is received by the Renewal Instructions Deadline.

8.4 The Customer is not entitled to a retrospective credit merely because a licence, subscription, service or capacity was not used, was assigned incorrectly by the Customer, or was no longer required before GuardianOne received and completed a valid instruction.

8.5 An upgrade, downgrade, migration, product conversion or cotermination is subject to Provider eligibility, technical rules, pricing and commitment consequences. GuardianOne may require a revised Order or written approval from an Authorised Contact before proceeding.

8.6 GuardianOne may periodically reconcile the invoiced quantities against Provider records. An unreported or underbilled increase may be invoiced from its actual activation date or, where that date cannot reasonably be established, from the earliest date reasonably supported by available records. GuardianOne will invoice a reconciliation amount within a reasonable time after becoming aware of the relevant Provider record or discrepancy.

9. Renewals and Non-Renewal

9.1 A Third-Party Service renews in accordance with the renewal setting stated in the Order or, where the Order records the Provider's default automatic-renewal setting, in accordance with that setting.

9.2 Unless the Order states another period, the Renewal Instructions Deadline is 30 calendar days before the Renewal Date. GuardianOne must receive complete and valid instructions by that deadline to allow reasonable time for verification and Provider processing.

9.3 If GuardianOne does not receive valid instructions by the Renewal Instructions Deadline, the Customer authorises GuardianOne to allow the affected Third-Party Service to renew on its

existing product, quantity, Commitment Term and available renewal basis, subject to Provider changes.

9.4 For a Third-Party Service with an annual or multi-year Commitment Term, GuardianOne will use reasonable efforts to send a renewal reminder before the Renewal Instructions Deadline. For any Third-Party Service, a reminder is a courtesy and is not a condition of renewal. Failure to send or receive a reminder does not alter the recorded Renewal Date, automatic-renewal setting, Commitment Term or the Customer's payment obligations, except to the extent required by law.

9.5 Instructions received after the Renewal Instructions Deadline are subject to Provider acceptance and any Supplier Adjustment Window. If the service renews before a valid change is completed, the renewed Commitment Term and charges remain binding to the extent GuardianOne or its distributor remains committed. GuardianOne will use reasonable efforts to action a late instruction within an available Supplier Adjustment Window.

9.6 GuardianOne may require updated pricing, product selection, Third-Party Terms acceptance, credit approval or another Order before a renewal where the Provider changes the product, commercial model or eligibility requirements.

10. Supplier Price, Product and Service Changes

10.1 GuardianOne may pass through an actual or proportionate increase arising from a Provider or distributor price change, foreign exchange adjustment, tax, levy, government charge, product migration, minimum quantity, changed billing model or other upstream cost that directly affects the Third-Party Service. This clause operates consistently with, and does not limit, the pricing-change provisions of the Master Terms.

10.2 A price change applies from the date the upstream change applies to GuardianOne or its distributor, or from the next Renewal Date where the Provider protects pricing for the Current Term. GuardianOne will give reasonable notice where practicable.

10.3 GuardianOne's ordinary discretionary margin changes will normally apply at renewal or through an accepted Order. This clause does not give GuardianOne an unrestricted right to increase its own margin during a protected Commitment Term.

10.4 A Provider may rename, replace, bundle, unbundle, upgrade, withdraw, discontinue or change a product, feature, licence metric, service level, support model, data handling arrangement or technical requirement. GuardianOne may implement the Provider change, offer a reasonable substitute or take the action permitted by clause 15.

10.5 Where a material Provider change requires Customer action or acceptance, the Customer must provide timely instructions and cooperation. A Customer delay does not defer charges that GuardianOne cannot avoid.

11. Support, Administration and Professional Services

11.1 Supply of a licence or subscription does not include implementation, migration, configuration, security hardening, data transfer, end-user support, troubleshooting, training, consulting, tenant administration, backup, monitoring or other Professional Services unless the Order or another Contract expressly includes them.

11.2 Managed Services, Professional Services and Out-of-Scope Work are governed by, and are separately chargeable under, the applicable Proposal, Managed Services Agreement, Professional Services Agreement, Statement of Work, Order and Rate Schedule. A licence charge does not expand the administration and support activities included under another Contract.

11.3 GuardianOne may coordinate with the Provider or distributor as a reasonable first point of contact, but Provider escalation, resolution, service levels, credits and remedies remain subject to the Third-Party Terms and the applicable GuardianOne service scope.

12. Suspension, Payment Default and Credit Protection

12.1 The Master Terms govern GuardianOne's suspension rights and the consequences of suspension. A Provider may also suspend, restrict, disable or cancel a Third-Party Service under its own terms or lifecycle rules. Suspension or a Provider restriction does not cancel the Commitment Term, stop Committed Charges accruing or release the Customer from them, and Provider reinstatement, recovery or reactivation charges may be invoiced separately.

12.2 Acting reasonably, GuardianOne may require annual upfront payment, prepayment, a deposit, a valid stored payment method or another reasonable credit protection before placing a material supplier commitment. GuardianOne may require equivalent protection for an existing commitment where the Customer's payment performance or credit risk materially changes, including on the occurrence of an event described in clause 12.4.

12.3 GuardianOne will ordinarily continue invoicing Committed Charges according to the existing Billing Frequency after termination of another GuardianOne service or during an orderly transition.

12.4 GuardianOne may instead invoice all or part of the Remaining Supplier Exposure as a single amount where:

(a) a material payment default remains uncured after applicable notice;

(b) the Customer repeatedly fails to pay on time or revokes the required payment method;

(c) an insolvency event, cessation of business or comparable credit event occurs; or

(d) the broader commercial relationship ends and the Customer fails, within a reasonable time after GuardianOne's written request, to provide or maintain a valid payment method or reasonable credit protection under clause 12.2, and GuardianOne reasonably considers that continuing to extend monthly credit would expose it to a material risk of non-payment.

12.5 An amount invoiced under clause 12.4 is limited to GuardianOne's genuine Remaining Supplier Exposure and is not an additional termination fee or penalty. GuardianOne must reconcile it under clause 16 if a later transfer, cancellation, release, refund or credit reduces that exposure.

13. Termination of Other GuardianOne Services

13.1 Expiry, termination, suspension or reduction of Managed Services, Professional Services, support, administration or another GuardianOne service does not automatically terminate, cancel or reduce a Third-Party Service or its supplier commitment. The Third-Party Service

continues until it is validly cancelled or non-renewed, reaches the end of its Current Term, transfers successfully, is withdrawn by the Provider, or GuardianOne confirms another effective outcome in writing.

13.2 The Customer must continue paying the applicable charges until that effective event, even where GuardianOne no longer provides day-to-day support or administration. GuardianOne may cease included management or support on the termination date of the relevant support Contract while continuing to supply and invoice the Third-Party Service on a supply-only basis, subject to Provider requirements and reasonable administrative arrangements, and the Customer is responsible for arranging replacement support, administration, backup and continuity before that termination.

14. Transfers, Migration and Transition

14.1 A transfer of a Third-Party Service is available only where the Provider and applicable distributor technically and commercially support the transfer. GuardianOne does not guarantee that every product, subscription, tenant, account or commitment can be transferred.

14.2 GuardianOne will reasonably cooperate with an eligible transfer where:

(a) the Customer has nominated an eligible incoming provider and provided complete instructions;

(b) the incoming provider initiates and accepts the required relationship, terms and remaining commitment;

(c) the Customer completes all required Provider agreements, authorisations and verification;

(d) GuardianOne, its distributor and the Provider approve and complete the applicable process;

(e) all undisputed amounts due to GuardianOne are paid and any reasonable transition or administration charges are prepaid where requested; and

(f) the transfer does not require GuardianOne to make a false attestation, breach Third-Party Terms or continue funding the service after its supplier liability should have ended.

14.3 The Customer remains responsible for all charges until the Transfer Effective Date. A pending request, relationship invitation, authorisation, acceptance or partial technical step is not an effective transfer.

14.4 A transfer ordinarily preserves the existing product, quantity, Current Term, Renewal Date and scheduled changes unless the Provider confirms otherwise. It does not create a new cancellation, refund or reduction window merely because the billing provider changes.

14.5 GuardianOne may charge transition, administration, data extraction, documentation and technical assistance at the applicable professional services rates or an agreed fixed price. The transfer of billing ownership does not include migration, redesign or implementation by the incoming provider.

14.6 Where only part of a service or group of subscriptions transfers, charges and commitments continue for the items that remain with GuardianOne or its distributor.

15. Supplier Failure, Withdrawal and Discontinuation

15.1 A Provider may reject, suspend, materially change, withdraw or discontinue a Third-Party Service, or cease dealing with GuardianOne or its distributor, without GuardianOne's control.

15.2 GuardianOne may use reasonable efforts to restore the service, obtain Provider assistance, migrate to a substitute, transfer the service or offer another reasonable commercial outcome. GuardianOne does not guarantee that a substitute will be technically identical, available at the same price or avoid Customer action.

15.3 If no reasonable substitute or continuation is available, GuardianOne may terminate the affected Third-Party Service on reasonable notice or when the Provider requires. The Customer remains liable for accrued charges and any Provider commitment that GuardianOne cannot reasonably avoid.

15.4 Any refund, credit or remedy arising from Provider failure or withdrawal is limited to the amount GuardianOne actually receives or can enforce for the Customer, subject to the Master Terms and clause 16.

16. Credits, Refunds and Reconciliation

16.1 The Customer is entitled to a Provider refund, service credit, transfer adjustment or cancellation credit only to the extent GuardianOne or its distributor actually receives or is granted the corresponding benefit for the Customer's service, except where GuardianOne is independently required by law or the Contract to provide another remedy.

16.2 GuardianOne may apply a confirmed credit against outstanding amounts, reasonable Provider reversal or transfer costs, and charges accrued up to the effective cancellation or Transfer Effective Date before crediting the balance to the Customer.

16.3 GuardianOne may provide a credit on a future invoice instead of a cash refund where reasonable, unless the Contract has ended and no further invoice is expected or the law requires another method.

16.4 Where the Customer has prepaid or paid an accelerated amount and GuardianOne's Remaining Supplier Exposure later decreases, GuardianOne must provide a reasonable reconciliation and credit the genuine excess. GuardianOne is not required to credit an amount it has not received or from which it has not been released.

16.5 This clause prevents double recovery but does not require GuardianOne to absorb a Provider charge, foreign exchange difference, tax, unrecovered cost or loss that remains payable upstream because of the Customer's order, default or requested change.

17. Customer Responsibilities

17.1 The Customer must provide accurate legal entity, contact, tenant, domain, billing, eligibility, tax, licence, user and usage information reasonably required to order and administer each Third-Party Service.

17.2 The Customer must use each Third-Party Service lawfully, only within the purchased quantity and permitted licence rights, and only for its own internal business purposes unless the Provider expressly permits another use.

17.3 The Customer must protect credentials, maintain appropriate security, comply with acceptable-use and licence restrictions, and promptly notify GuardianOne of suspected unauthorised use, fraud, compromise or a material change affecting eligibility.

17.4 The Customer must maintain its own business continuity and data protection arrangements appropriate to the Third-Party Service. Provider retention, recycle-bin, recovery or redundancy features are not a substitute for a separately contracted backup unless the Contract expressly states otherwise.

17.5 The Customer must not obstruct or reverse a Provider order, payment, transfer, suspension, verification or acceptance process in a way that leaves GuardianOne or its distributor liable for charges without corresponding payment from the Customer.

17.6 The Customer must mitigate avoidable loss and cooperate with reasonable steps to cancel, transfer, secure, recover or transition an affected Third-Party Service.

17.7 The Customer must ensure that its use of a Third-Party Service ceases when the corresponding subscription or right expires, is validly cancelled or transfers away from GuardianOne's supply arrangement, except to the extent continued use is permitted under the applicable Third-Party Terms or the incoming provider's arrangements.

18. General

18.1 These Supply Terms supplement the Master Terms and do not expand GuardianOne's liability or repeat the universal legal provisions contained in the Master Terms.

18.2 A reference to a Provider rule, process, commitment, window, lifecycle or technical capability means the rule, process, commitment, window, lifecycle or capability applicable to the specific transaction at the relevant time. GuardianOne may rely on Provider records and confirmations unless there is a manifest error.

18.3 GuardianOne may issue later versions of these Supply Terms for future Contracts. A later version does not replace the version incorporated into an existing Contract unless the parties agree in writing under the Master Terms. A change by a Provider to its own Third-Party Terms operates under clauses 4.1 and 10.4 and does not vary these Supply Terms.

18.4 Clauses concerning Committed Charges, payment, reconciliation, transfers, Customer responsibilities and matters that by nature continue after expiry or termination survive expiry or termination of the affected Contract.

Schedule 1 — Microsoft Cloud Services

This Schedule applies only to Microsoft Cloud Services selected in an applicable Order. It supplements the general clauses of these Third-Party Services Supply Terms.

M1. Microsoft Definitions

"Microsoft" Microsoft Corporation and its applicable related bodies, contracting entities and service operators.

"Microsoft Cancellation Window" means the period during which Microsoft permits a Microsoft Cloud Services subscription or licence quantity to be cancelled or reduced under the applicable Microsoft terms. At the date of these Supply Terms, the Microsoft Cancellation Window is seven calendar days: (a) after the relevant subscription is initially purchased; (b) after the subscription renews; and (c) for licences added during a Current Term, after those additional licences are added, and the window for an addition applies only to the quantity added in that transaction. Microsoft may change the period, calculation or applicable conditions, and the then-current Microsoft rules govern whether Microsoft will process a cancellation or reduction. The window is determined and measured by Microsoft's systems, may run from the exact time of the relevant purchase, renewal or addition, and may be recorded in a time zone other than the Customer's local time.

"Microsoft Cloud Services" Microsoft 365, Office 365, Dynamics 365, Microsoft Intune, Microsoft security and identity subscriptions, Azure Plan and other Microsoft cloud subscriptions or online services supplied through the Cloud Solution Provider channel and identified in the Order.

"Microsoft Customer Agreement" the Microsoft customer agreement applicable to the Customer's country, customer type and purchase channel, together with applicable Microsoft product, licensing, online service, acceptable-use, privacy, data-processing and other terms governing the Microsoft Cloud Services.

"Microsoft Tenant" the Microsoft cloud tenant, directory, billing relationship, subscription environment or related administrative environment used by the Customer.

"New Commerce" Microsoft's New Commerce Experience for licence-based and other applicable Microsoft Cloud Services.

M2. Microsoft Customer Agreement and Acceptance

M2.1 The Customer must accept and comply with the Microsoft Customer Agreement before GuardianOne or its distributor places or changes a Microsoft Cloud Services order where Microsoft requires that acceptance.

M2.2 The applicable Microsoft Customer Agreement is available through Microsoft's official Customer Agreement page at https://aka.ms/customeragreement. For an ordinary Australian commercial customer purchasing through GuardianOne under the Cloud Solution Provider channel, Microsoft's page should ordinarily be viewed using the Australia, English, CSP Partner and Commercial selections, subject to Microsoft's then-current classifications and presentation.

M2.3 By accepting a Proposal, Statement of Work, quote or other Order that selects, quotes or supplies Microsoft Cloud Services and incorporates these Supply Terms, the Customer confirms that:

(a) it has been given access to the applicable Microsoft Customer Agreement through the link in this Schedule;

(b) it accepts the applicable Microsoft Customer Agreement and the other Microsoft terms governing its use of the Microsoft Cloud Services;

(c) it authorises GuardianOne and GuardianOne's applicable distributor to record and submit evidence of that acceptance to Microsoft; and

(d) GuardianOne may use the actual name and Customer email address of the Customer representative whose acceptance details were most recently provided for that purpose.

M2.4 GuardianOne records or submits the Customer's acceptance as an administrative act. GuardianOne does not accept the Microsoft Customer Agreement as though GuardianOne were the Customer and must not be required to provide false Customer signatory details.

M2.5 Where Microsoft requires the Customer to reaccept, reconfirm or directly accept an updated Microsoft Customer Agreement, the Customer must do so promptly. GuardianOne may defer an order, quantity change, renewal instruction or transfer until the requirement is completed.

M2.6 Microsoft may invite or require the Customer to review and accept the Microsoft Customer Agreement directly with Microsoft, and Microsoft may send the Customer's accepting representative an automated confirmation of a recorded acceptance. The Customer must complete a direct acceptance promptly where Microsoft requires it.

M2.7 Where these Supply Terms already apply to the Customer, a Service Request from an Authorised Contact for a new subscription, a licence increase, an upgrade, a transition, a conversion, a renewal change, a Commitment Term change, a Billing Frequency change or another Microsoft transaction:

(a) confirms the Customer's continuing acceptance of the Microsoft Customer Agreement and the other Microsoft terms required for that transaction;

(b) authorises GuardianOne and its applicable distributor to record, reconfirm or submit evidence of that acceptance through the distributor or Microsoft; and

(c) authorises GuardianOne to reuse the most recently provided actual Customer representative name and Customer email address for that administrative process.

This authority continues until the Customer notifies GuardianOne that the representative or email address has changed, that the representative no longer has authority, or that the acceptance details are otherwise inaccurate. GuardianOne is not required to issue a new Order merely to repeat this acceptance for a routine Service Request.

M2.8 GuardianOne may rely on clause M2.7 only to the extent Microsoft and the applicable distributor permit. Where Microsoft or the distributor requires fresh acceptance, direct acceptance, reacceptance, updated signatory details or another specific Customer action, clause M2.5 applies and GuardianOne may defer or decline the affected purchase or change until the requirement is completed. A Service Request does not authorise GuardianOne to accept new Microsoft terms on the Customer's behalf where Microsoft requires direct or fresh Customer acceptance.

M2.9 Acceptance details recorded under this Schedule are acceptance details only. Providing or recording a representative's name or email address does not make that person an Authorised Contact and does not create a separate category of customer authority.

M3. Microsoft Order Information

M3.1 The Order should identify for each material Microsoft subscription:

(a) the Microsoft product or stock-keeping unit;

(b) the initial licence or capacity quantity;

(c) the Commitment Term, including monthly, annual or multi-year;

(d) the Billing Frequency, including monthly or upfront;

(e) the subscription commencement or takeover date where known;

(f) the Renewal Date or method by which it will be confirmed;

(g) the automatic-renewal setting and renewal term;

(h) the Renewal Instructions Deadline; and

(i) the unit price, pricing basis and any one-off charges.

M3.2 Commitment Term and Billing Frequency must be recorded separately. An annual Commitment Term billed monthly remains an annual commitment.

M3.3 GuardianOne will not place a new annual or multi-year commitment merely because the Order omits the Commitment Term. An annual or multi-year term must be expressly selected or separately approved by an Authorised Contact, except where GuardianOne is taking over or continuing an existing subscription whose current term has been disclosed to the Customer.

M3.4 Where Microsoft or the distributor determines the exact activation, cotermination or renewal date after ordering, GuardianOne may confirm that date through an activation notice, subscription schedule, invoice or service record.

M3.5 Clauses M3.1 to M3.4 and clauses M4 to M8 apply to licence-based Microsoft subscriptions. A consumption-based Microsoft Cloud Service, including Azure Plan usage, is charged on actual consumption in accordance with Microsoft's consumption rules and the applicable Order. An Azure reservation, savings plan or other Microsoft commitment product carries the commitment, exchange, refund and cancellation rules that Microsoft applies to that transaction, and those rules are treated as the Commitment Term and the Microsoft Cancellation Window for that transaction. For an Azure reservation, savings plan or other Microsoft commitment product, the acknowledgement in clause M15 may be adapted to describe the applicable commitment instead of licence quantities.

M4. Monthly Commitment Subscriptions

M4.1 GuardianOne will ordinarily quote a monthly Commitment Term where the relevant Microsoft product offers a commercially suitable monthly option, unless the Customer selects another term or an existing subscription already has another term.

M4.2 A monthly Commitment Term renews monthly while automatic renewal remains enabled. The Customer may request cancellation or a quantity decrease for the next permitted monthly renewal, subject to the Renewal Instructions Deadline and Microsoft processing rules.

M4.3 Licence quantities may be increased during a monthly term. The increase is chargeable from activation and remains part of the subscription until Microsoft completes a valid reduction or cancellation.

M4.4 A request to decrease or cancel during the current monthly term does not itself create an immediate refund. The change takes effect when Microsoft permits and processes it, during an applicable Microsoft Cancellation Window or at the next monthly renewal, and a reduction requested after an applicable Microsoft Cancellation Window closes may not take effect until the next monthly renewal. The Customer remains liable for the committed quantity and charges until the Provider processes the reduction or cancellation.

M5. Annual and Multi-Year Commitment Subscriptions

M5.1 An annual or multi-year Commitment Term applies where expressly selected in the Order, separately approved by an Authorised Contact, or inherited from an existing Microsoft subscription being continued or transferred to GuardianOne's supply arrangement, where the current term has been disclosed to the Customer.

M5.2 The Customer is responsible for the charges for the full annual or multi-year Commitment Term even where the Billing Frequency is monthly, except to the extent Microsoft actually permits and completes a cancellation, reduction, transfer or other release.

M5.3 The Customer may increase licence quantities during the Current Term. Added licences co-terminate with the existing subscription and are charged for the balance of that term, except where Microsoft applies a different outcome to a product conversion, upgrade or other transaction.

M5.4 A licence quantity may be reduced during the Current Term only:

(a) to the extent covered by an applicable Microsoft Cancellation Window; or

(b) where Microsoft and the applicable distributor expressly permit and complete the reduction and release GuardianOne or its distributor from the corresponding supplier commitment.

Once the applicable Microsoft Cancellation Window closes, the committed quantity cannot be reduced during the remainder of the Current Term. A Microsoft Cancellation Window arising from a mid-term licence increase applies only to the quantity added in that transaction and does not permit the Customer to reduce the previously committed quantity.

M5.5 A staff departure, licence reassignment, non-use, business contraction, change of IT provider or termination of Managed Services does not permit a mid-term reduction where Microsoft does not permit one.

M5.6 A downgrade, product conversion, upgrade or partial upgrade may create a new product, pricing or commitment outcome under Microsoft's rules. GuardianOne may require separate approval before processing it.

M6. Microsoft Cancellation Window and Quantity Changes

M6.1 Microsoft determines the refundable or reducible quantity and the expiry of each Microsoft Cancellation Window. GuardianOne may rely on Microsoft or distributor records, including the refundable quantity available for the affected transaction.

M6.2 The Customer must submit a requested cancellation or reduction as early as reasonably practicable and with enough information and authority for GuardianOne to process it. GuardianOne does not guarantee that a request received near the end of a Microsoft Cancellation Window can be verified and completed before the window closes.

M6.3 Outside an applicable Microsoft Cancellation Window, an annual or multi-year subscription cannot be cancelled, reduced, downgraded or converted to a lower commitment unless Microsoft and the applicable distributor expressly permit and complete the change and release GuardianOne or its distributor from the corresponding supplier commitment, and GuardianOne is not required to attempt or process such a change unless those conditions are satisfied.

M6.4 A Microsoft cancellation or reduction is effective only when the applicable Microsoft or distributor record confirms completion. A Service Request, email, quote, scheduled change or pending transaction is not itself completion.

M7. Microsoft Renewals

M7.1 Microsoft Cloud Services ordinarily renew automatically according to their Commitment Term and renewal setting unless GuardianOne successfully schedules or completes a permitted change or non-renewal.

M7.2 Unless the Order states another deadline, the Customer must provide final renewal instructions at least 30 calendar days before the Renewal Date. Renewal reminders are governed by clause 9.4, and a renewal is not conditional on a reminder.

M7.3 If no valid instructions are received by the deadline, the Customer authorises the existing product and quantity to renew for Microsoft's available renewal term, subject to Microsoft product, eligibility and pricing changes.

M7.4 Where Microsoft supports a scheduled quantity decrease, cancellation, term change or product change, GuardianOne may schedule it before renewal. The Customer must promptly review any confirmation GuardianOne provides and report a manifest error before the Microsoft Cancellation Window for the renewal expires. Under Microsoft's rules, a later mid-term change, suspension or other transaction on the affected subscription may remove a previously scheduled change. The Customer must re-confirm any required scheduled change after a later transaction on that subscription, and GuardianOne will use reasonable efforts to reinstate a removed scheduled change of which it is actually aware.

M7.5 A renewed annual or multi-year subscription becomes binding for the new term once the Microsoft Cancellation Window expires, to the extent GuardianOne or its distributor remains committed.

M8. Microsoft Pricing and Product Changes

M8.1 Microsoft or the distributor may change product pricing, packaging, licence metrics, minimums, billing options, currency treatment, discounts, promotions, eligibility or availability.

M8.2 GuardianOne may pass through a Microsoft or distributor change when it applies upstream. Where Microsoft protects a subscription price for the Current Term, the corresponding change will ordinarily apply at renewal unless another upstream adjustment applies earlier.

M8.3 A promotional, nonprofit, academic, government or other discounted price applies only while the Customer and subscription remain eligible. The Customer must provide evidence of eligibility and pay the standard or replacement price if eligibility ends or Microsoft withdraws the offer.

M8.4 Microsoft may retire or replace a product. GuardianOne may schedule the Microsoft-designated successor, propose an alternative, or arrange non-renewal where available, subject to the Customer's timely instructions and any remaining commitment.

M9. Microsoft Tenant and Administrative Relationships

M9.1 The Customer retains its rights in the Microsoft Tenant and Customer Data, subject to the Microsoft Customer Agreement and applicable Microsoft licence rights. GuardianOne does not acquire ownership merely by creating, administering or supporting the tenant.

M9.2 The Customer authorises GuardianOne to create or associate the Microsoft Tenant, establish the required customer, reseller and distributor relationships, request delegated administrative access, place subscriptions, assign licences and communicate with Microsoft and the distributor as required to supply the selected services.

M9.3 GuardianOne may use delegated administrative privileges, Microsoft partner tools, distributor access and approved Personnel to administer or support the tenant to the extent included in the applicable Contract.

M9.4 Where GuardianOne provides Managed Services, the Customer must reasonably coordinate material tenant, partner, domain, billing, licence and administrative changes with GuardianOne. Uncoordinated changes may interrupt service, security, support, billing or transfer processing and may create separately chargeable work.

M9.5 GuardianOne may remove or reduce its delegated access when the relevant administration or support service ends, once reasonable security, billing, transition and transfer steps are complete.

M9.6 The Customer must approve and maintain the delegated administration relationships, roles and consents that GuardianOne reasonably requires to supply, administer or support the Microsoft Cloud Services. A delegated relationship may be time-limited and may expire or require renewal under Microsoft's rules, and GuardianOne is not responsible for a delay or inability to perform affected work while a required relationship or consent is absent.

M10. Microsoft Support and Service Limitations

M10.1 Microsoft Cloud Services are operated by Microsoft. Availability, functionality, lifecycle, service credits, data residency, retention, recovery, support and remedies are governed by the Microsoft Customer Agreement and Microsoft service terms.

M10.2 Supply of a Microsoft subscription does not itself include end-user support, tenant administration, migration, security configuration, backup or consulting. Those activities are included only where expressly stated in another GuardianOne Contract.

M10.3 GuardianOne may lodge or coordinate Microsoft or distributor support requests where included or separately approved, but does not guarantee Microsoft's response, resolution, credit or outcome.

M11. Suspension, Lifecycle and Data

M11.1 GuardianOne, its distributor or Microsoft may suspend or restrict Microsoft Cloud Services for non-payment, security, verification, abuse, legal, eligibility or other reasons permitted by the Contract or Microsoft terms.

M11.2 Suspension does not cancel the subscription, stop the Commitment Term or release the Customer from charges. A suspended subscription may continue to incur the full charge.

M11.3 Microsoft controls subscription lifecycle states, data retention and recovery after suspension, expiry, cancellation or deletion. GuardianOne does not guarantee that data, configuration or access can be recovered after a lifecycle change.

M11.4 The Customer must arrange any required export, backup, retention or transition before cancellation, expiry or transfer and must not rely solely on Microsoft's operational retention features unless the Contract expressly states otherwise.

M12. Independence from Managed Services

M12.1 Termination, expiry, suspension or reduction of a Managed Services Contract, Professional Services, another Third-Party Service or the broader operational relationship does not itself cancel or reduce a Microsoft subscription.

M12.2 After Managed Services ends, Microsoft subscriptions may:

(a) remain with GuardianOne on a supply-only basis and continue to be invoiced;

(b) be transferred successfully to another eligible Cloud Solution Provider;

(c) continue until the end of the Current Term and then be validly non-renewed; or

(d) be cancelled or reduced only where Microsoft and the distributor permit and complete the change.

M12.3 Until one of the outcomes in clause M12.2 becomes effective, the Customer remains responsible for the Microsoft subscription charges and commitments.

M13. Partner-to-Partner Transfers

M13.1 Microsoft may support a mid-term partner-to-partner transfer of eligible New Commerce licence-based subscriptions. The incoming target partner ordinarily initiates the transfer request and the current source transacting partner must approve and submit the relevant items.

M13.2 Because GuardianOne operates through a distributor, the transfer may require action and approval by GuardianOne, its distributor, the incoming provider, the incoming provider's distributor and Microsoft. The Customer must establish and accept the required relationship with the incoming provider.

M13.3 GuardianOne will reasonably cooperate with an eligible transfer subject to clause 14 of the general Supply Terms. GuardianOne is not required to approve a transfer that is incomplete, technically unsupported, misleading, unlawful, inconsistent with Microsoft requirements, or leaves GuardianOne or its distributor exposed to unreconciled supplier liability.

M13.4 The Customer remains liable to GuardianOne until the Transfer Effective Date. Microsoft transfer requests may expire, fail or complete only in part, and a pending request does not stop billing.

M13.5 A completed transfer ordinarily preserves the existing subscription quantity, Current Term, Renewal Date and automatic-renewal setting, and does not create a new Microsoft Cancellation Window. GuardianOne does not warrant that a scheduled change survives a transfer, and the Customer must confirm renewal settings and any required scheduled change with the incoming provider.

M14. Transfer Billing and Reconciliation

M14.1 For a monthly-billed annual or other committed subscription, GuardianOne will cease future recurring charges from the Transfer Effective Date to the extent GuardianOne or its distributor no longer receives corresponding future supplier charges.

M14.2 For an upfront-paid subscription, any genuine prorated Microsoft or distributor refund or credit received for the period after the Transfer Effective Date will be reconciled under clause 16 of the general Supply Terms.

M14.3 GuardianOne may first deduct accrued charges, undisputed overdue amounts, reasonable transfer or reversal costs and other amounts directly connected with the affected subscription before providing the balance of a credit.

M14.4 If a transfer is partial, fails or is reversed, the Customer remains liable for the subscriptions and periods for which GuardianOne or its distributor remains financially responsible.

M15. Required Customer Acknowledgement

M15.1 Each Order that creates or continues an annual or multi-year Microsoft commitment must prominently disclose, before the Customer accepts the Order, that:

(a) a Microsoft subscription may have a fixed annual or multi-year Commitment Term even where charges are invoiced monthly;

(b) licence quantities may be increased during the Current Term and, once the applicable Microsoft Cancellation Window closes, an increased annual or multi-year quantity cannot be reduced until renewal except as permitted under this Schedule;

(c) ending Managed Services, changing technology provider, ceasing use or reducing staff does not itself cancel or reduce the subscription; and

(d) the Customer remains responsible for the charges until the commitment validly ends, Microsoft completes a permitted cancellation or reduction, or the subscription transfers successfully and GuardianOne's corresponding supplier liability ends.

M15.2 The Order must also clearly state the Commitment Term, Billing Frequency, automatic-renewal setting, Renewal Date or method by which it will be confirmed, and Renewal Instructions Deadline so that the Customer can understand the financial commitment before acceptance.

M16. Schedule Survival and Priority

M16.1 This Schedule survives termination of another GuardianOne Contract for as long as a Microsoft Cloud Service or related payment, transfer, reconciliation, data or transition obligation remains outstanding.

M16.2 For Microsoft Cloud Services, this Schedule prevails over the general clauses of these Supply Terms only to the extent of an inconsistency. The Master Terms continue to govern document priority, legal rights, liability and other universal matters.