

Part A: General Terms

1. Definitions & Structure

- 1.1. Agreement means these General Terms, any applicable Schedules (Professional Services or Managed Services), and any applicable Service Terms e.g AWS terms found at polarseven.com/customer-terms and any accepted Proposal or Statement of Work (SOW).
- 1.2. **Precedence:** In the event of conflict, the order of precedence is:
 1. The specific SOW or Proposal
 2. The applicable Service Terms (e.g. PolarSeven AWS Service Terms)
 3. The applicable Schedule (e.g. Managed Services Schedule)
 4. These General Terms.

2. Services & Payment

- 2.1. **Invoicing:** Supplier will invoice Customer according to the schedule in the SOW.
- 2.2. **Payment Terms:**
 - 2.2.1. **Managed Services & Professional Services:** Invoices are due and payable within 14 days from the invoice date.
- 2.3. **Disputes:** Customer must notify Supplier of any invoice dispute within 7 days of receipt. Undisputed amounts remain payable.
- 2.4. **Suspension:** Supplier reserves the right to suspend Services if invoices remain unpaid beyond 30 days.
- 2.5. **Overdue Amounts:** Unsettled invoices after 30 days from the issuance date will accrue a 2% monthly interest. Customer agrees to indemnify Supplier for any debt collection fees incurred.

3. Confidentiality, Data & Security

- 3.1. **Confidential Information:** Both parties agree to keep the other's Confidential Information secure and not disclose it to third parties without written consent.
- 3.2. **Data Privacy:** Supplier will process Customer Data only as required to provide the Services and in accordance with applicable Privacy Laws. Customer warrants they have the necessary rights to provide such data.
- 3.3. **Security Shared Responsibility:** Customer acknowledges that cloud security is a shared responsibility. Supplier is responsible for securing the managed components (as defined in the SOW), while Customer remains responsible for the security of their application code, user access management, and data classification, unless explicitly managed by Supplier.

4. Intellectual Property (IP)

- 4.1. **Pre-Existing IP:** Each party retains ownership of its Background IP. Supplier retains all rights to its proprietary tools, frameworks, scripts, and methodologies used to deliver the Services.
- 4.2. **Deliverables:** Upon full payment, Customer owns the specific Deliverables created for them under the SOW (e.g., custom reports, configurations). Supplier grants Customer a perpetual, non-exclusive license to use such Deliverables for internal business purposes.

5. General Liability (General Services)

- 5.1. Unless otherwise specified in a Schedule, Supplier is not responsible for indirect damages, lost profits, or substitute procurement costs.
- 5.2. General liability is limited as defined by applicable law and standard professional indemnity provisions, except where specific caps apply in the Managed Services Schedule

6. Warranties & Disclaimers

- 6.1. **Proficiency:** Supplier guarantees service proficiency equivalent to industry standards.
- 6.2. **Nature of Service:** This is a service contract, not an equipment warranty. Supplier disclaims all other warranties to the extent permitted by law.
- 6.3. **Solution Time:** No fixed solution time frame is guaranteed for Incidents, though Supplier will use commercially reasonable efforts to meet SLAs defined in the SOW.

7. General

- 7.1. **Governing Law:** This Agreement is governed by the laws of New South Wales, Australia, and both parties submit to its jurisdiction.
- 7.2. **Force Majeure:** Neither party is liable for delays caused by events beyond their reasonable control.
- 7.3. **Severability:** If any provision is held to be invalid, the remaining provisions shall remain in full force and effect.
- 7.4. **No Waiver:** Not enforcing a provision does not waive its future enforcement.

Part B: Professional Services Schedule

This Schedule applies to project-based work, including migrations, consulting and builds.

1. Acceptance of Deliverables

- 1.1. **Process:** Customer has 5 business days from delivery to review Deliverables against the SOW criteria.
- 1.2. **Deemed Acceptance:** If Customer does not provide written notice of a material defect within this 5-day window, the Deliverable is deemed accepted.
- 1.3. **Project Closure:** PolarSeven will schedule a project closure meeting to review all completed project Deliverables. A project closure document will be provided to the Customer for sign off. The project will be deemed closed if we do not receive a signed project closure, or notice of dispute within 5 business days.

2. Change Management

- 2.1. Any changes to scope, timeline, or cost must be agreed via a formal Change Request (CR) signed by both parties. Supplier is not obliged to perform out-of-scope work without an approved CR.

3. Customer Dependencies

- 3.1. Customer acknowledges that Supplier's ability to meet timelines depends on Customer providing timely access to personnel, systems, and information. Supplier is not liable for delays caused by Customer's failure to meet these dependencies.

4. Project Disengagement & Re-engagement

- 4.1. If disengagement from the project is required by Customer, at least two weeks' written notice is required for disengagement.
- 4.2. At least two weeks' notice is required for re-engagement.
- 4.3. PolarSeven cannot guarantee that the same resource(s) will be available upon re-engagement.
- 4.4. If a period of disengagement exceeds thirty (30) consecutive days, the relevant Statement of Work will be deemed terminated. Any re-engagement after this period will require the execution of a new Statement of Work and may be subject to re-estimation of fees and scope by PolarSeven.

Part C: Managed Services Schedule

This Schedule applies to all recurring support, managed services and “Partner Led Enterprise Support” (PLES) engagements

1. Term & Renewal

- 1.1. **Initial Term:** As defined in the SOW (e.g., 12 months).
- 1.2. **Ongoing-term:** Upon expiry of the Initial Term, the Managed Services will continue on a rolling basis unless terminated by either party in accordance with termination clause 2.1.

2. Termination

- 2.1. **Notice:** Either party may terminate the Managed Services for convenience by providing at least 60 days’ written notice. Such termination shall take effect at the end of the Initial Term or, if the Services are continuing on a rolling basis, at the end of the applicable monthly billing period following expiry of the notice period.
- 2.2. **Early Termination:** If the Customer terminates this Agreement for convenience before the end of the Initial Term, the Customer must pay an early termination fee equal to 80% of the Fees that would have been payable for the remainder of the Term.

3. Service Hours & Support Coverage

- 3.1. **Standard Operating Hours:** Support is provided Monday to Friday, 08:00 – 18:00 AEDT, excluding national and state public holidays
- 3.2. **After-Hours Support:** Available 24/7 specifically for Critical (P1) incidents, as defined in the applicable Service Level Agreements. All other priorities will be actioned during the next Business Day.
- 3.3. **Fair Usage:** 24/7 after-hours support is limited to Critical incidents relating to AWS infrastructure outages, severe performance degradation, or security breaches. Coverage applies to AWS infrastructure only and excludes application issues, customer-managed software, and third-party services unless expressly agreed in a Statement of Work. Routine maintenance and non-critical issues must be addressed during Standard Operating Hours. Misuse of after-hours support, including repeated reporting of incidents that do not meet the Critical incident criteria, may prompt a review of 24/7 support usage and the applicable support arrangements. PolarSeven reserves the right to charge 'Out of Scope' hourly rates for Incidents logged as Critical (P1) that do not meet the defined criteria

4. Limitation of Liability (Managed Services Specific)

- 4.1. **Cap:** Supplier's total aggregate liability for any claim arising under this Agreement is limited to the total Fees paid by Customer in the 12 months preceding the event giving rise to the claim.
- 4.2. **Exclusions:** Neither party is liable for any indirect, consequential, or special damages, including loss of profit, revenue, or data.
- 4.3. **Exceptions:** The cap does not apply to claims for fraud, gross negligence, or wilful misconduct.

5. Strategic Modernisation & Innovation

- 5.1. Managed Services includes "Innovation Service" components (e.g., 16 hours/month) as specified in the SOW.
- 5.2. Unless specified otherwise, this includes reasonable access to Supplier's Solution Architects for strategic advice on AWS best practices, cost optimization, and modernization opportunities.

6. Annual Adjustment & Variations

- 6.1. **Annual Review:** Supplier may increase the Managed Services Fees annually (on the anniversary of the commencement date) by a percentage not exceeding the greater of CPI + 2% or 5%, upon 30 days' notice.
- 6.2. **Variations:** Any significant change to the Customer's AWS environment (including a substantial increase in AWS resource consumption, the introduction of new AWS services, or large-scale architectural changes or migrations) that materially increases the scope, complexity, or effort required by PolarSeven to deliver the Managed Services will trigger a review of the Service Charges.
- 6.3. **Modifications:** Agreement modifications must be in written form and signed by both parties' authorised officers.

7. Customer Responsibilities & Service Limitations

- 7.1. Customer must notify Supplier immediately of any business-impacting Incident and provide full access to the AWS Environment.
- 7.2. Supplier is not liable for issues arising from unauthorised tampering, Customer negligence, or third-party equipment failure.
- 7.3. Procurement of third-party software/licensing is not included unless specified.