Part A: General Terms

1. Definitions & Structure

1.1. **Agreement:** Means these General Terms, any applicable Schedules (Professional or Managed Services), 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. **Customer Data:** Means data held within Customer's AWS accounts and systems. It excludes PolarSeven's own business records (correspondence, contracts, invoices, service management records, and design/as-built documentation)

1.3. **Deliverables:** The specific work products, configurations, or outputs created by PolarSeven for Customer as defined in a SOW or Proposal.

1.4. **SOW:** Statement of Work — a document that defines the scope, timeline, fees, and specific obligations for a particular engagement.

1.5. **Background IP:** Pre-existing intellectual property owned by either party prior to entering into this Agreement, including proprietary tools, frameworks, and methodologies.

1.6. **Order of Precedence:** In the event of conflict, the order of precedence is:

1. The specific SOW or Proposal
2. The applicable Service Terms
3. The applicable Schedule
4. These General Terms.

2. Services & Payment

2.1. **Invoicing:** PolarSeven will invoice Customer according to the schedule in the SOW.

2.2. **Payment Terms:** Invoices are due and payable within 14 days from the invoice date.

2.3. **Disputes:** Customer must notify PolarSeven of any invoice dispute within 7 days of receipt. Undisputed amounts remain payable by the standard payment deadline.

2.4. **Suspension:** PolarSeven reserves the right to suspend Services if invoices remain unpaid beyond 30 days from the due date.

2.5. **Overdue Amounts:** Invoices unsettled after 30 days will accrue interest at 2% per month. Customer agrees to indemnify PolarSeven for any reasonable 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.

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3.2. **Data Privacy:** PolarSeven will process Customer Data in accordance with applicable Privacy Laws. Customer warrants they have the rights to provide such data.

3.3. **Security Shared Responsibility:** Customer acknowledges that cloud security operates on a shared responsibility model. PolarSeven is responsible for securing managed components (as defined in the SOW); Customer remains responsible for application code, user access management, and data classification unless explicitly managed by PolarSeven.

4. Intellectual Property (IP)

4.1. **Pre-Existing IP:** Each party retains ownership of its Background IP. PolarSeven retains all rights to its proprietary tools, frameworks, and methodologies used to deliver the Services.

4.2. **Deliverables:** Upon full payment, Customer owns the specific Deliverables created for them. Customer is granted full rights to use, modify, sub-license, and commercialise the Deliverables (and any embedded PolarSeven Background IP as incorporated into those Deliverables) as part of Customer's commercial products, services or offerings.

5. Liability & Warranties

5.1. **General Liability:** Unless specified in a Schedule, PolarSeven is not responsible for indirect damages, lost profits, or substitute procurement costs. Liability is limited as defined by applicable law and standard professional indemnity provisions.

5.2. **Service Proficiency:** PolarSeven warrants that Services will be performed to a standard of proficiency equivalent to industry norms for comparable cloud consulting and managed services.

5.3. **Nature of Service:** This is a services contract, not an equipment warranty. PolarSeven disclaims all other warranties to the fullest extent permitted by law.

5.4. **Resolution Timeframes:** No fixed resolution time frame is guaranteed for Incidents, though PolarSeven will use commercially reasonable efforts to meet SLAs defined in the applicable SOW.

6. General

6.1. **Governing Law:** This Agreement is governed by the laws of New South Wales, Australia, and both parties submit to its jurisdiction.

6.2. **Force Majeure:** Neither party is liable for delays caused by events beyond their reasonable control.

6.3. **Severability:** If any provision is held to be invalid, the remaining provisions shall remain in full force and effect.

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6.4. **No Waiver:** Failure by either party to enforce any provision of this Agreement at any time does not constitute a waiver of that party's right to enforce that provision in the future.

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Part B: Professional Services Schedule

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

1. **Acceptance of Deliverables**

   1.1. **Review Period:** Customer has 5 business days from delivery to review each Deliverable and notify PolarSeven in writing of any material defect.

   1.2. **Deemed Acceptance:** If no written notice of material defect is received within 5 days, the Deliverable is deemed accepted.

   1.3. **Project Closure:** A project closure meeting will be scheduled upon completion of all Deliverables. The project is deemed closed if sign-off or a written notice of dispute is not received within 5 business days of that meeting.

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. PolarSeven is not obliged to perform out-of-scope work without an approved CR.

3. **Customer Dependencies**

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

4. **Project Disengagement & Re-engagement**

   4.1. **Notice:** Two weeks' written notice is required from either party for project disengagement or re-engagement.

   4.2. **Resource Continuity:** PolarSeven cannot guarantee the availability of the same resources upon re-engagement.

   4.3. **Termination by Disengagement:** If a project pause exceeds 30 consecutive days, the SOW terminates automatically. PolarSeven will bill for completed work up to the pause date. Resuming work thereafter requires a new SOW or Change Request.

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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:** The Initial Term is as defined in the applicable SOW.

    1.2. **Ongoing-term:** Upon expiry of the Initial Term, Services continue on a rolling monthly basis unless terminated in accordance with clause 2 below.

2. **Termination**

    2.1. **Termination for Convenience: Notice:** Either party may terminate this Agreement for convenience by providing 60 days' written notice.

    2.2. **Early Termination Fee:** If Customer terminates for convenience before the end of the Initial Term, an early termination fee equal to 80% of the remaining Fees for the balance of the Initial Term will apply.

3. **Service Hours & Support Coverage**

    3.1. **Standard Hours:** Monday to Friday, 08:00 – 18:00 AEDT (excluding NSW public holidays).

    3.2. **After-Hours Support:** After-hours support (24/7) is available exclusively for Critical (P1) incidents as defined in the applicable SLAs. All other priorities will be actioned during the next Business Day.

    3.3. **Fair Usage - After-Hours Support:** 24/7 after-hours support is subject to the following fair usage parameters:

    - Coverage 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 SOW.
    - Routine maintenance and non-critical issues must be addressed during Standard Operating Hours.
    - Repeated misuse of after-hours support — including repeated reporting of incidents that do not meet the Critical criteria — may prompt a review of 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**

    4.1. **Liability Cap:** PolarSeven's total aggregate liability is limited to the total

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Fees paid by the 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 liability cap and exclusions in this clause do not apply to claims arising from fraud, gross negligence, or wilful misconduct.

5. Strategic Modernisation & Innovation

5.1. Managed Services engagements include 'Innovation Service' components (e.g. 16 hours/month) as specified in the applicable SOW. Unless specified otherwise, this includes reasonable access to PolarSeven's Solution Architects for strategic advice on AWS best practices, cost optimisation, and modernisation opportunities.

6. Annual Adjustment & Variations

6.1. **Annual Review:** PolarSeven 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. **Scope Variations:** Any significant change to the Customer's AWS environment, including a substantial increase in AWS resource consumption, introduction of new AWS services, or large-scale architectural changes or migrations that materially increases the scope, complexity, or effort required to deliver the Managed Services will trigger a fee review.

6.3. **Modifications:** Any modification to this Agreement must be made in writing and signed by authorised officers of both parties.

7. Customer Responsibilities & Service Limitations

7.1. Customer must notify PolarSeven immediately of any business-impacting Incident and provide full access to the AWS Environment.

7.2. PolarSeven 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 in the SOW..

8. Data Ownership and Customer Offboarding

8.1. **Data Ownership:** Customer retains full legal ownership of all Customer Data, configurations, and AWS accounts throughout the term of this Agreement and upon its termination. This excludes PolarSeven's proprietary tooling and intellectual property deployed within the Customer's AWS environment in the course of delivering the Services. PolarSeven's access to the environment is granted solely for the purpose of delivering the Services defined in this Agreement.

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8.2. **Offboarding Timeline:** Upon termination by either party, PolarSeven will initiate the offboarding process within 5 business days of the termination effective date. The offboarding process will be completed within 30 calendar days, subject to Customer's timely cooperation and any constraints imposed by third parties including AWS

8.3. **Account & Credential Transfer:** PolarSeven will conduct a structured account handover process, during which it will:

- Transfer all AWS account root credentials and associated billing contact details to Customer's nominated representative.
- Update the primary email address, contact details, and payment method on all AWS accounts to those nominated by Customer.
- Provide a mutually signed Account Handover and Signoff document confirming the transfer of all accounts within scope.

The format and process for this handover is defined in PolarSeven's Customer Offboarding Procedure, available upon request.

8.4. **Removal of Access:** Prior to completion of offboarding, PolarSeven will remove all access to the Customer's AWS environment, including:

- Removal or deactivation of all IAM users, groups, roles, and permission sets created by PolarSeven for service delivery.
- Removal of AWS IAM Identity Center (SSO) assignments and federated access configurations used by PolarSeven.
- Revocation of any cross-account IAM roles used by PolarSeven tooling or SaaS platforms.
- Deletion of any credentials for Customer's systems held in PolarSeven's internal credential management systems.

PolarSeven will provide written confirmation once all access has been removed.

8.5. **Data Retention:** PolarSeven will not retain copies of Customer Data following completion of the offboarding process, except where retention is required by applicable law or regulation. PolarSeven's internal business records (invoices, contracts, service records) are excluded from this deletion requirement.

8.6. **Signoff:** The offboarding process is considered complete when both parties have executed the Account Handover and Signoff document. This document will be retained by PolarSeven for a minimum of 7 years.

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