MANAGED SERVICES TERMS & CONDITIONS

Techtonic IT Pty Ltd | ABN 16 679 286 590

These Managed Services Terms & Conditions (Terms) apply to managed services supplied by Techtonic IT Pty Ltd (ABN 16 679 286 590) (Techtonic IT, we, us or our) to the client identified in the applicable Managed Service Agreement (Client, you or your). These Terms form part of, and are to be read together with, the Managed Service Agreement, its Schedule of Fees and any applicable Statement of Work.

1. AGREEMENT AND PRECEDENCE

1.1 The Client's managed services arrangement consists of the following documents (together, the Agreement): (a) the Managed Service Agreement, including its Schedule of Fees; (b) any service-specific schedule, addendum or Statement of Work expressly incorporated into the Managed Service Agreement; and (c) these Terms.

1.2 If there is any inconsistency between those documents, they take precedence in the following order, but only to the extent of the inconsistency: (a) the Schedule of Fees; (b) the Managed Service Agreement; (c) any service-specific schedule, addendum or Statement of Work incorporated into the Agreement; and (d) these Terms. Where a higher-ranking document is silent on a matter dealt with in these Terms, these Terms apply.

1.3 Separately quoted project or professional services work is governed by the applicable Project Document and Techtonic IT's Professional Services Terms & Conditions, and not by these Terms, unless the Project Document states otherwise.

1.4 The Client accepts these Terms by signing the Managed Service Agreement (including by electronic signature), by accepting in writing a quote or Schedule of Fees that refers to these Terms, or by instructing Techtonic IT to commence the Services after these Terms have been provided or made available to the Client.

1.5 Except as provided in clause 19.4 (termination for material breach), these Terms do not create a separate right to terminate a fixed Initial Term. The Initial Term, renewal arrangements and termination rights are governed by the Managed Service Agreement, these Terms and applicable law.

2. SERVICES

2.1 Techtonic IT will provide the managed services selected in the Client's Schedule of Fees and described in the Managed Service Agreement. Services apply only to the users, devices, locations, systems and environments expressly covered by the Agreement.

2.2 Managed services are intended to support and administer the Client's existing environment. Unless expressly included in writing, the monthly managed service fee does not include projects, migrations, new system implementations, major configuration changes, platform upgrades, system redesign, organisation-wide deployments, office relocations, new office or infrastructure rollouts, custom development or other work requiring significant planning, testing or coordination.

2.3 Work outside the agreed scope may be quoted separately, documented in a Statement of Work or, with the approval of an Authorised Contact, performed at the hourly rate stated in the Schedule of Fees or, if no rate is stated there, at the hourly rate stated in Techtonic IT's Professional Services Terms & Conditions. Techtonic IT is not required to commence out-of-scope work until the scope, price and any required upfront payment have been agreed.

2.4 Techtonic IT may act on requests, approvals and instructions given by an Authorised Contact, including by email or through Techtonic IT's support system. The Client is responsible for requests, approvals and instructions given by its Authorised Contacts and must promptly notify Techtonic IT in writing of any change to them.

3. SERVICE LEVELS AND SUPPORT

3.1 Support requests must be submitted using the support channels specified in the Managed Service Agreement. Techtonic IT may triage and prioritise requests according to business impact, urgency, available information and the priority definitions in the Managed Service Agreement.

3.2 Any response or resolution times are service targets, not guarantees. Performance may be affected by issue complexity, third-party providers, Client delays, unavailable access, force majeure events and other circumstances outside Techtonic IT's reasonable control. Unless an after-hours or weekend service is expressly included in the Schedule of Fees, service levels apply only during the support hours stated in the Managed Service Agreement.

3.3 Unless the Managed Service Agreement states otherwise, service-target time (including time expressed in business minutes, business hours or business days) runs only during the standard support hours stated in the Managed Service Agreement on a Business Day, together with any additional support hours included in the Client's Schedule of Fees.

3.4 Techtonic IT operates a remote-first support model. Where on-site attendance is reasonably required, it may be arranged and charged in accordance with the Managed Service Agreement and Schedule of Fees.

4. CLIENT OBLIGATIONS

4.1 The Client must reasonably cooperate with Techtonic IT and provide what is necessary to deliver the Services. This includes providing timely and accurate information, approvals and access; maintaining required licences and subscriptions unless Techtonic IT has agreed to supply them; maintaining supported operating systems and equipment; promptly advising Techtonic IT of starters, leavers, role changes and material environment changes; and ensuring users follow appropriate security and acceptable-use practices.

4.2 The Client must provide Techtonic IT with sufficient administrative access to the systems covered by the Agreement. If access, information or approvals are delayed, Techtonic IT's ability to meet service targets may be affected. Unless expressly agreed otherwise, such delay does not suspend or reduce recurring fees.

4.3 Devices and infrastructure must meet any age, supportability or operating-system requirements stated in the Managed Service Agreement. Work on unsupported or out-of-scope equipment may be separately chargeable.

5. CHANGES TO SERVICES

5.1 The Client must promptly notify Techtonic IT when users, devices, locations or other billable units are added or removed. Additional billable units may be charged from the date they are added, activated or first supported.

5.2 Removing a user, device, location or service does not automatically reduce a fixed minimum commitment, fixed monthly fee or other contractual minimum stated in the Agreement. Any reduction is subject to the applicable pricing structure and written agreement.

5.3 A material change to the Client's environment, business, user count, locations, technology stack or support requirements may require a review of scope and may result in additional project or professional services work.

6. THIRD-PARTY SERVICES

6.1 The Services may rely on products and services supplied by third parties, including Microsoft, telecommunications carriers, cloud providers, software vendors and hardware manufacturers. Those products and services may be subject to the provider's own terms, licensing rules, service levels, availability and support arrangements.

6.2 To the maximum extent permitted by law, Techtonic IT is not responsible for outages, failures, vulnerabilities, defects, discontinuations or other acts or omissions of a third-party provider except to the extent directly caused by Techtonic IT's breach of the Agreement or negligence.

6.3 Where Techtonic IT procures, resells or passes through a third-party product, licence, subscription, cloud service, telecommunications service or other third-party cost, supplier-imposed price increases, taxes, exchange-rate impacts, compulsory plan changes or similar supplier changes may be passed through to the Client. Techtonic IT will give the Client written notice of a pass-through increase as early as reasonably practicable and, where Techtonic IT receives at least 30 days' notice from the supplier, at least 30 days' notice. A change to a third-party cost is separate from a review of Techtonic IT's managed service labour fees.

6.4 The Client remains responsible for any non-cancellable third-party commitment entered into for the Client to the extent that commitment cannot reasonably be cancelled or recovered, including where the managed service arrangement ends before the third-party commitment expires. This includes Microsoft and other subscriptions purchased on an annual or multi-year commitment term, which generally cannot be reduced or cancelled before the end of that term.

7. EQUIPMENT AND PROCUREMENT

7.1 Equipment, software, licences and other procurement costs may be required to be paid before ordering. Special-order, customised, activated, licensed or otherwise non-returnable items may not be refundable where permitted by law.

7.2 Hardware supplied by Techtonic IT is subject to the manufacturer's warranty and any rights that apply under the Australian Consumer Law. Techtonic IT will provide reasonable assistance with manufacturer warranty processes where appropriate. Title to goods supplied by Techtonic IT does not pass to the Client until all amounts owing for those goods have been paid in full, to the extent permitted by law.

8. FEES AND PAYMENT

8.1 Managed service fees, invoicing dates, commencement billing, due dates, on-site charges and other recurring charges are governed by the Managed Service Agreement and Schedule of Fees.

8.2 Unless otherwise stated, all fees are exclusive of GST. Where GST is payable on a supply under the Agreement, the Client must pay an amount equal to the GST in addition to the fee, at the same time as the fee is payable, on receipt of a valid tax invoice.

8.3 Unless the Managed Service Agreement expressly provides otherwise, the managed service labour and service fee remains fixed for the Initial Term. This does not prevent changes to third-party charges or charges arising from additional users, devices, locations, services or other agreed changes in scope.

8.4 The Client must not withhold, deduct or set off an amount due except where it has a legal right to do so. If an invoice is disputed, the Client must notify Techtonic IT in writing before the due date, identify the disputed amount and provide reasonable details. Any undisputed amount remains payable by the due date, and the parties will seek to resolve the disputed amount in accordance with clause 27 (Disputes).

8.5 Techtonic IT may require payment by direct debit where permitted by the Managed Service Agreement. The Client is responsible for reasonable bank dishonour or payment-processing charges incurred because a payment fails.

9. NON-PAYMENT AND SUSPENSION

9.1 If an amount is overdue, Techtonic IT may exercise the suspension and termination rights stated in the Managed Service Agreement. Before suspending Services for non-payment, Techtonic IT will give the Client at least 5 Business Days' written notice, or any longer notice required by the Managed Service Agreement or applicable law.

9.2 Suspension for non-payment does not waive the debt and does not, by itself, terminate the Agreement. Recurring fees continue to accrue during a suspension unless Techtonic IT agrees otherwise in writing or applicable law requires otherwise.

9.3 Overdue amounts may accrue interest at the rate of 12% per annum, calculated daily from the due date until the date of payment.

9.4 The Client must reimburse reasonable external debt-recovery costs actually incurred by Techtonic IT in recovering overdue amounts, to the extent permitted by law.

10. PRICING

10.1 Techtonic IT's managed service fees may be reviewed only as permitted by the Managed Service Agreement. These Terms do not create an additional automatic CPI increase or separate mid-term managed service price increase right.

10.2 Changes to third-party costs are dealt with separately under clause 6 (Third-Party Services).

11. DATA SECURITY

11.1 Techtonic IT will use commercially reasonable security practices in delivering the Services. No IT environment, security control or service can be guaranteed to be completely secure, uninterrupted or immune from cyberattack.

11.2 Cybersecurity is a shared responsibility. The Client remains responsible for user conduct, credential security, internal policies, physical security, authorising appropriate controls and promptly considering material security recommendations. The Client must keep access credentials confidential, use multi-factor authentication where required and promptly notify Techtonic IT if credentials, devices or accounts are suspected to be compromised.

11.3 Unless implementation is expressly included in the Services, recommendations regarding security, compliance, upgrades or risk reduction are advisory. If the Client declines or materially delays a recommendation, the Client accepts the increased risk arising from that decision, except to the extent a loss is directly caused by Techtonic IT's negligence or responsibility cannot lawfully be excluded.

11.4 To the maximum extent permitted by law, Techtonic IT is not liable for loss caused by phishing, social engineering, compromised credentials, ransomware, malicious third parties or failures of third-party systems except to the extent directly caused by Techtonic IT's negligence.

12. DATA AND BACKUPS

12.1 Unless backup services are expressly included in the Schedule of Fees, the Client is responsible for maintaining adequate, current and tested backups of its systems and data.

12.2 Where Techtonic IT provides backup services, backup operation and recoverability may depend on third-party platforms, internet connectivity, storage, source systems and other circumstances outside Techtonic IT's reasonable control. Techtonic IT does not guarantee that every backup or restoration will be uninterrupted, complete or immune from corruption, ransomware or malicious activity.

12.3 The Client retains ownership of Client Data. Techtonic IT may access, process, copy or transmit Client Data only as reasonably required to deliver, secure, support or administer the Services, comply with law or as otherwise authorised by the Client.

13. PRIVACY

13.1 Each party must comply with the Privacy Act 1988 (Cth) and other privacy laws applicable to it in connection with the Agreement. The Client is responsible for ensuring it has the lawful authority, notices and consents required to provide personal information to Techtonic IT for the purpose of delivering the Services.

13.2 Techtonic IT will take reasonable steps to protect personal information and Client Data in its possession or control. If Techtonic IT becomes aware of an actual or suspected eligible data breach affecting personal information handled by it for the Client, Techtonic IT will notify the Client promptly to the extent permitted by law and reasonably cooperate with required assessment, containment and notification activities.

13.3 Techtonic IT may disclose information where required by law, court order or a lawful request from a government or regulatory authority.

14. CONFIDENTIALITY

14.1 Each party must keep the other party's Confidential Information confidential and use it only for the purposes of the Agreement.

14.2 Confidential Information does not include information that is lawfully public through no breach of the Agreement, was already lawfully known without an obligation of confidence, is independently developed without use of the other party's Confidential Information, or is lawfully received from a third party without restriction.

14.3 A party may disclose Confidential Information to its personnel, professional advisers, insurers, contractors, subcontractors and service providers who need the information for the Agreement and are subject to appropriate confidentiality obligations, or where disclosure is required by law. These confidentiality obligations survive termination.

15. INTELLECTUAL PROPERTY

15.1 Each party retains ownership of intellectual property it owned or developed independently of the Agreement. Techtonic IT retains ownership of its pre-existing and reusable tools, scripts, templates, methodologies, documentation, processes and know-how.

15.2 Upon payment of all applicable fees, the Client may use deliverables created specifically for it for its internal business purposes, subject to third-party licence terms and any different ownership arrangement stated in a signed Statement of Work. Nothing in the Agreement transfers ownership of third-party software, platforms, licences or intellectual property.

16. NON-SOLICITATION

16.1 During the period in which Techtonic IT provides Services and for 12 months after the Agreement ends, neither party will, without the other party's prior written consent, knowingly solicit for employment or engagement, or directly engage, an employee or contractor of the other party who was materially involved in delivering or receiving the Services. This does not prevent general recruitment advertising not specifically targeted at that person.

16.2 This restriction applies only to the extent it is reasonable and enforceable under applicable law and does not prevent a person from independently approaching the other party without solicitation.

17. SUBCONTRACTORS

17.1 Techtonic IT may use qualified employees, contractors, related entities and subcontractors to perform the Services. Techtonic IT remains responsible for the quality and delivery of Services performed on its behalf as if it had performed them itself.

18. PUBLICITY

18.1 Neither party may issue a public statement about the Agreement or imply endorsement by the other party without the other party's prior written consent. Techtonic IT may use the Client's name or logo in customer lists, case studies or marketing only with the Client's prior written consent.

19. TERM AND TERMINATION

19.1 The Effective Date, Service Commencement Date, Initial Term, renewal arrangements, notice periods and rights of termination are those stated in the Managed Service Agreement, together with the rights in this clause 19.

19.2 The Client has no right to terminate the Agreement for convenience at any time during the Initial Term. This applies for the whole of the Initial Term, regardless of how much of the Initial Term has passed, and the Client cannot end the Initial Term early by giving notice. The only exceptions are a right to terminate under clause 19.4 (termination for material breach), a right expressly stated in the Managed Service Agreement, or a right under applicable law that cannot be excluded.

19.3 Where the Managed Service Agreement provides for an early termination fee, the Client must pay the early termination amount determined under that agreement, together with any outstanding fees, non-cancellable third-party commitments and other amounts properly payable under the Agreement, subject to applicable law. If Techtonic IT agrees to an early termination that the Client is not otherwise entitled to make, that agreement does not waive Techtonic IT's right to recover those amounts.

19.4 Either party may terminate the Agreement by written notice to the other party if the other party materially breaches the Agreement and, where the breach is capable of remedy, fails to remedy it within 14 days after receiving written notice describing the breach and requiring it to be remedied. A termination by the Client under this clause 19.4 is not an early termination for which an early termination fee is payable.

19.5 Techtonic IT may also terminate the Agreement in the other circumstances and on the notice set out in the Managed Service Agreement, including for non-payment or insolvency where applicable.

19.6 Termination does not affect rights or liabilities accrued before termination.

20. TERMINATION AND TRANSITION

20.1 On expiry or termination, Techtonic IT will provide reasonable cooperation to transition the Services to the Client or a replacement provider. Transition and offboarding work outside normal managed service scope may be billed at the hourly rate that applies under clause 2.3, and Techtonic IT may require payment for that work in advance.

20.2 Transition work may include exporting documentation, transferring data, removing management agents or security tools, coordinating with a replacement provider and other reasonable offboarding activities. The Client must provide timely instructions and access required to complete the transition.

20.3 On request made within 30 days after expiry or termination, Techtonic IT will make Client Data in its possession or control available to the Client in a reasonable format, and will transfer to the Client or its nominated provider the administrative credentials held by Techtonic IT for Client-owned systems, tenants and accounts. Techtonic IT will not withhold Client Data or administrative access to Client-owned systems as a means of securing payment.

20.4 After that 30-day period, Techtonic IT may securely delete Client Data in its possession or control, other than records it is required by law to retain and backup copies that are deleted in the ordinary course of its backup cycle.

20.5 Unless separately agreed and paid for, Techtonic IT is not required to maintain licences, backups, hosted services, third-party subscriptions or other services beyond the applicable termination date.

21. WARRANTIES AND AUSTRALIAN CONSUMER LAW

21.1 Nothing in the Agreement excludes, restricts or modifies any guarantee, right or remedy under the Australian Consumer Law or other legislation that cannot lawfully be excluded, restricted or modified.

21.2 Techtonic IT will provide the Services with due care and skill. Subject to rights that cannot be excluded, Techtonic IT does not guarantee that the Services, third-party platforms or the Client's IT environment will be uninterrupted, error-free or free from security incidents, or that every issue will be resolved within a service target.

22. LIMITATION OF LIABILITY

22.1 To the maximum extent permitted by law, Techtonic IT's aggregate liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence), statute or otherwise, is limited to the greater of: (a) the total

managed service fees paid or payable by the Client to Techtonic IT under the Agreement for the 12 months immediately preceding the event giving rise to the claim; and (b) 12 times the monthly managed service fee payable at the time of that event.

22.2 Where a statutory guarantee applies and liability can lawfully be limited, Techtonic IT's liability is limited, at its option, to supplying the relevant services again or paying the cost of having the relevant services supplied again.

22.3 To the maximum extent permitted by law, neither party is liable to the other for: (a) indirect, consequential, special or incidental loss; or (b) loss of profit, revenue, opportunity, goodwill, anticipated savings or business, whether that loss is direct or indirect. This clause does not limit the Client's obligation to pay fees, charges and other amounts payable under the Agreement.

22.4 Each party's liability is reduced proportionately to the extent the relevant loss was caused or contributed to by the other party, its personnel, its third-party providers or its failure to comply with the Agreement. Each party must take reasonable steps to mitigate its loss. Nothing in this clause limits liability to the extent it cannot lawfully be limited or excluded.

23. FORCE MAJEURE

23.1 Neither party is liable for delay or failure to perform an obligation, other than an obligation to pay an amount already due, to the extent the delay or failure is caused by circumstances beyond its reasonable control. This may include natural disasters, fire, flood, pandemic, war, civil unrest, government action, widespread telecommunications or utility failure, or a material failure of a critical third-party platform.

23.2 The affected party must notify the other party as soon as reasonably practicable, use reasonable efforts to minimise the effect of the event and resume performance when reasonably practicable. Techtonic IT is not required to send personnel to a location where it reasonably considers their health or safety may be at risk.

24. VARIATION

24.1 Techtonic IT may update these Terms from time to time, including to reflect changes to its Services, technology, security requirements, suppliers, operating practices or applicable laws. The current version of these Terms will be published on Techtonic IT's website.

24.2 Updated Terms apply to new Agreements from the date they are published. For an existing Agreement, an updated term applies only where the Client agrees to it in writing, where the change is required by law, or where the change does not adversely affect the Client's rights or obligations. Techtonic IT will give the Client at least 30 days' written notice of any update that applies to an existing Agreement.

24.3 An update to these Terms does not, by itself, reduce the Client's fixed Initial Term or create a right for the Client to terminate during the Initial Term. Changes to third-party charges remain governed by clauses 6 (Third-Party Services) and 10 (Pricing).

25. NOTICES

25.1 Formal notices under the Agreement must be in writing and sent to the address or email specified in the Managed Service Agreement or otherwise notified in writing. Email is sufficient unless the Managed Service Agreement requires another method.

25.2 Unless the Managed Service Agreement provides otherwise, a notice sent by email is taken to be received when it enters the recipient's information system, except that a notice received after 5.00pm, or on a day that is not a Business Day, is taken to be received at 9.00am on the next Business Day. A notice sent by prepaid post within Australia is taken to be received on the third Business Day after posting.

26. ASSIGNMENT

26.1 The Client must not assign or transfer the Agreement without Techtonic IT's prior written consent, which will not be unreasonably withheld where the proposed assignee can perform the Client's obligations. Techtonic IT may assign the Agreement as part of a bona fide sale, restructure or transfer of all or substantially all of the relevant business, provided the assignee assumes Techtonic IT's obligations under the Agreement and Techtonic IT gives the Client written notice. This clause is subject to applicable law.

27. DISPUTES

27.1 Before commencing court proceedings, a party must give written notice of the dispute and senior representatives of both parties must attempt in good faith to resolve it. If the dispute is not resolved within 20 Business Days after the notice, either party may pursue its available legal remedies.

27.2 Nothing in this clause prevents either party from seeking urgent interlocutory or injunctive relief, recovering an undisputed debt or exercising a right that cannot lawfully be restricted.

28. GENERAL

28.1 **Governing law.** The Agreement is governed by the laws of Queensland, Australia. The parties submit to the exclusive jurisdiction of the courts of Queensland and courts entitled to hear appeals from them.

28.2 **Entire agreement.** The documents forming the Agreement constitute the entire agreement between the parties concerning the Services and supersede prior proposals, representations and agreements about those Services, except for rights arising from fraud or misleading or deceptive conduct that cannot lawfully be excluded.

28.3 **Electronic execution.** The Managed Service Agreement and any other document forming part of the Agreement may be signed or accepted electronically and in counterparts, and each party consents to the use of electronic communications for that purpose.

28.4 **Waiver.** A failure or delay in exercising a right does not waive that right. Rights and remedies under the Agreement are cumulative unless stated otherwise.

28.5 **Severability.** If a provision is invalid or unenforceable, it is to be read down to the minimum extent necessary to make it valid and enforceable. If that is not possible, it is severed without affecting the remaining provisions.

28.6 **Survival.** Payment obligations, confidentiality, intellectual property, privacy, data, liability, non-solicitation, transition assistance and any other provision intended by its nature to survive continue after termination.

28.7 **No partnership or agency.** Nothing in the Agreement creates a partnership, joint venture, employment relationship or agency between the parties, except to the extent Techtonic IT is expressly authorised to act on the Client's behalf for a particular support or administration task.

29. DEFINITIONS

29.1 Agreement has the meaning given in clause 1.1.

29.2 Authorised Contact means the person who signed the Managed Service Agreement for the Client, the Client's nominated billing contact, and any other person the Client nominates in writing as an authorised contact.

29.3 Business Day means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

29.4 Client Data means data, records, files and information belonging to or controlled by the Client and accessed or processed in connection with the Services.

29.5 Confidential Information means non-public information of a party that is confidential by its nature or the circumstances of its disclosure, including commercial, financial, customer, security, technical, pricing, system, software and business information.

29.6 Initial Term means the fixed initial contract period stated in the Managed Service Agreement or Schedule of Fees.

29.7 Managed Service Agreement means the managed services agreement signed by the Client and Techtonic IT, however titled (including an agreement titled "Managed Microsoft Agreement"), together with any renewal or replacement of it.

29.8 Project Document has the meaning given in Techtonic IT's Professional Services Terms & Conditions.

29.9 Schedule of Fees means the schedule of fees forming part of, or issued under, the Managed Service Agreement.

29.10 Services means the managed services selected in the applicable Managed Service Agreement and Schedule of Fees.

29.11 Statement of Work means a signed or otherwise expressly accepted written scope for project or professional services work, and includes a Project Document.