

Terms and Conditions

These Terms govern the Services provided by Enrizen to the Client named in the applicable Quote, Statement of Work, Service Schedule or order form expressly accepted by the Client and issued by Enrizen.

1. Definitions

In these Terms, unless the context requires otherwise:

Agreement means the agreement between Enrizen and the Client comprising these Terms, the applicable Quote, Statement of Work, Service Schedule, order form and any other document expressly incorporated in accordance with these Terms.

Authorised Contact means a person nominated or held out by the Client as having authority to submit support requests, approve work, request changes, approve expenditure, provide instructions or make decisions on behalf of the Client.

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales, Australia.

Client means the person or entity named as the client, customer or recipient of the Services in the applicable Quote, Statement of Work, Service Schedule, order form or other document accepted by the Client.

Client Data means all data, records, files, documents, information, personal information, content, credentials, configurations and materials provided by or on behalf of the Client, or accessed, processed, stored or handled by Enrizen in connection with the Services.

Client Environment means the Client's users, devices, servers, networks, systems, applications, cloud platforms, telecommunications services, internet services, data, premises, software, hardware, third-party services and other technology environment.

Commencement Date means the earliest of:

- a) date the Client signs or electronically accepts a Quote, Statement of Work, Service Schedule or order form;
- b) the date the Client confirms acceptance by email or other written communication;
- c) the date the Client pays an invoice for the Services;
- d) the date Enrizen first commences providing the Services with the Client's knowledge; or
- e) any commencement date specified in the applicable Quote, Statement of Work or Service Schedule.

Confidential Information means non-public information of a party that is confidential by nature or designated as confidential, including business, technical, security, financial and pricing information, credentials, network diagrams, system configurations, user information, Client Data, incident details, internal procedures and trade secrets.

Covered Systems means the users, devices, locations, systems, servers, network equipment, cloud platforms, applications, platforms, business systems, licences and services expressly included in the applicable Quote, Statement of Work or Service Schedule.

Cyber Incident means any actual or suspected unauthorised access, malware, ransomware, phishing, business email compromise, credential compromise, data breach, system compromise, denial-of-service event, data loss, data corruption, unauthorised disclosure or other cyber security incident affecting the Client Environment, the Services, Client Data or any relevant third-party system.

Enrizen means Enrizen Digital Pty Ltd (ABN: 24 697 800 785).

Enrizen Tools means any software, agent, script, automation, monitoring tool, remote access tool, security tool, backup tool, password vault, dashboard, reporting tool or other technology used by Enrizen to provide or manage the Services.



Fees means all amounts payable by the Client under the Agreement, including managed service fees, licence fees, subscription fees, project fees, hardware charges, procurement costs, after-hours charges, onsite charges, travel costs, vendor costs, offboarding fees and other charges.

Force Majeure Event means an event or circumstance beyond a party's reasonable control, including natural disaster, fire, flood, storm, pandemic, epidemic, cyber attack, power failure, internet outage, telecommunications failure, vendor outage, industrial action, war, terrorism, government action, supply chain disruption or failure of a third-party provider.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hardware means any physical equipment, device, component, appliance, peripheral, server, workstation, laptop, desktop, network equipment, firewall, router, switch, access point, storage device, telephony device, cable, part, accessory or other tangible technology product supplied, procured, configured, installed, supported or managed by Enrizen under the Agreement.

Notifiable Data Breaches Scheme means the scheme established under Part IIIC of the Privacy Act 1988 (Cth), which requires eligible data breaches involving personal information to be assessed and, where required, notified to affected individuals and the Office of the Australian Information Commissioner.

Personnel mean a party's officers, employees, contractors, subcontractors, agents, consultants and representatives.

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPSR means the Personal Property Securities Register established under the PPSA.

Quote means a quotation, pricing proposal, order form or similar document issued by Enrizen and accepted by the Client.

Security Interest has the meaning given in the PPSA.

Service Schedule means a schedule, service description, managed services schedule, or similar document issued by Enrizen and accepted by the Client that describes the Services, inclusions, exclusions, fees, service levels or other service-specific terms.

Services means the managed IT services, support, software, licensing, hardware procurement or supply, network services, internet or connectivity services, telephony services, cloud services, project services, professional services and other services, products or deliverables supplied, resold, procured, configured, managed, supported or arranged by Enrizen under the Agreement.

Statement of Work means a statement of work, work order, project scope or similar document issued by Enrizen and accepted by the Client.

Third-Party Provider means any vendor, supplier, manufacturer, carrier, cloud provider, SaaS provider, telecommunications provider, software provider, domain registrar, hosting provider, security provider, backup provider or other third party whose goods or services are used, supplied, resold, recommended, integrated or supported in connection with the Services.

Terms means these terms and conditions, as amended from time to time in accordance with the Agreement.

2. Service Description

2.1. Services

Enrizen will provide the Services described in the applicable Quote, Statement of Work or Service Schedule. The Services apply only to the Covered Systems and agreed scope. Any user, device, location, system, application, cloud service or environment not included as a Covered System is excluded unless Enrizen agrees otherwise in writing.

2.2. Support Inclusions

Support inclusions are set out in Schedule A, unless varied by the applicable Quote, Statement of Work or Service Schedule.

Enrizen is not required to provide any support, service or deliverable unless expressly included in Schedule A or otherwise agreed in writing.

Enrizen may decline, defer or separately charge for any request that is outside scope, requires specialist expertise, onsite attendance, project work, cyber incident response, disaster recovery assistance, third-party vendor liaison, support for unsupported or end-of-life systems, or relates to systems, users, devices, platforms, applications or services that are not disclosed to Enrizen or are not Covered Systems.

2.3. Software Inclusions

Unless otherwise stated in the Quote or Service Schedule, the Services may include the deployment, management and use of the software, tools, agents, scripts, configurations and other items set out in the Schedule A to these Terms on Covered Systems where reasonably required to provide the Services.

The Client authorises Enrizen to install, maintain, update and remove such software tools, agents, scripts, policies, security controls and configurations as reasonably required to provide the Services.

The Client or its employees, must not disable, remove, alter, bypass or interfere with any Enrizen Tools, agents, policies or configurations without prior consent from Enrizen, except where required for urgent security reasons. If the Client or a third party disables, removes, alters, bypasses or interferes with any

Enrizen Tools, Enrizen is not responsible for any resulting loss, outage, security incident, monitoring failure, backup failure, service degradation or inability to provide the Services, and Enrizen may charge for remediation at its applicable rates.

2.4. Remote-First Service Model

Unless otherwise stated, the Services are provided on a remote-first basis. Onsite attendance is not included in the standard Fees unless expressly stated in the Quote or Service Schedule. Where onsite attendance is required or requested, onsite labour, travel time, parking, accommodation and related costs may be charged separately per the Quote or Services Schedule or as per the standard applicable rates.

2.5. Authority to Act

The Client authorises Enrizen to access, administer, configure, monitor, update and maintain Covered Systems as reasonably required to provide the Services.

Enrizen may make routine operational changes without further approval where reasonably required for support, security, performance, availability, patching, backup, monitoring, access management or agreed configuration activities.

Material, high-risk or potentially disruptive changes will generally require Client approval, unless urgent action is required to protect systems, users, data, Enrizen, other clients or third parties.

2.6. Emergency Security Action

Where Enrizen reasonably believes urgent action is required to protect the Client, Enrizen, any systems, data, users, networks or third parties, the Client authorises Enrizen to take emergency action without prior approval.

Emergency action may include disabling accounts, blocking access, isolating devices, resetting credentials, revoking sessions, suspending services, restricting network access or applying urgent security controls.

Enrizen will notify the Client as soon as reasonably practicable after taking emergency action.

Enrizen is not liable for any loss, interruption or impact arising from emergency action taken in good faith and on reasonable grounds. The Client must promptly cooperate with Enrizen to investigate, contain or remediate the relevant issue.

3. Service Levels

3.1. Levels

Enrizen will provide the Services in accordance with the service levels set out in the applicable Quote or Service Schedule.

Unless expressly stated otherwise, service levels are response-time targets only and do not guarantee resolution, restoration, recovery, availability, uptime, successful remediation, or that the Client's systems will be free from Cyber Incidents, unauthorised access, malware, data loss, downtime, software defects, configuration errors or Third-Party Provider failures. Performance may depend on Third-Party

Providers, hardware availability, software issues, internet services, licensing, Client approvals, user availability, site access and other matters outside Enrizen's reasonable control.

Service levels are operational targets only. Failure to meet a service level does not entitle the Client to terminate the Agreement, withhold payment, claim a service credit or recover damages unless an express remedy is stated in the applicable Quote, Statement of Work or Service Schedule.

3.2. Support Hours

Standard support hours are:

Monday to Friday, 9:00 am – 5:00 pm AEST/AEDT, excluding public holidays applicable in New South Wales

Support outside standard support hours may be available on request and will be charged at after-hours rates unless expressly included in the Agreement.

3.3. Ticket Submission

Support requests must be submitted through the agreed support channels, such as Enrizen ticketing system, support email address, phone number or client portal.

Enrizen may require tickets to be submitted or approved by Authorised Contacts for security, billing or prioritisation purposes.

3.4. Priority Levels

Ticket priorities, examples and target response times are set out in Schedule B. Enrizen may classify and prioritise tickets based on urgency, business impact, support hours, service coverage and available information.

Unless expressly stated otherwise in the Quote or Service Schedule, response targets apply during standard support hours only. Requests received outside standard support hours will be treated as received at the start of the next business day, unless after-hours support is requested and accepted by Enrizen.

3.5. Response Times

A response occurs when Enrizen acknowledges the request, triages the issue, commences investigation, or assigns the matter to an appropriate technician. A response does not constitute resolution of the issue.

3.6. After-Hours Support

After-hours support is excluded unless expressly included in the Agreement. If requested or required, Enrizen may provide after-hours support subject to technician and vendor availability and charge it at Enrizen's then-current after-hours rate, as set out in the applicable Quote, Service Schedule or rate card, billed in 15-minute increments with a one-hour minimum charge. Enrizen may update its after-hours rate by giving the Client written notice.

3.7. Monitoring and Alerts

Where monitoring is included, Enrizen will use reasonable efforts to review and action alerts generated by the agreed monitoring tools.

Monitoring does not guarantee that all faults, outages, threats, vulnerabilities, misconfigurations, backup failures or performance issues will be detected or detected in time to prevent or reduce loss, damage, compromise or interruption. Alerts may be triaged based on severity, business impact, support hours and service coverage.

3.8. Service Level Exclusions

Service levels do not apply to delays or issues caused by Third-Party Providers, Internet, telecommunications or power outages, Hardware failure or hardware availability, Client delay in providing access, approvals or information, User unavailability, Systems or services outside the agreed scope, Cyber incidents or disaster recovery events, Unsupported or end-of-life systems, Force Majeure Events or circumstances outside Enrizen's reasonable control.

4. Fees and Payment Terms

4.1. Fees

The Client must pay the Fees set out in the applicable Quote, Statement of Work, Service Schedule, order form or other document incorporated into the Agreement.

Fixed monthly Fees are payable in advance unless otherwise agreed and are based on the users, devices, systems, locations, licences and service inclusions stated in the Quote or Service Schedule.

If the Client adds users, devices, systems, locations, licences or services during a billing period, additional Fees apply from the date of addition unless otherwise agreed in writing.

Any minimum users, devices, licences, systems, services or monthly charges specified in the Quote or Service Schedule continue to apply during the relevant minimum term or committed billing period, regardless of actual usage. A reduction in users, devices, licences, systems or services does not reduce the monthly Fees unless Enrizen agrees in writing.

All Fees, rates and charges are exclusive of GST, and GST will be added and payable by the Client where applicable.

4.2. Additional Charges

Enrizen may charge for after-hours or onsite support, travel, project work, change requests, hardware, software, cloud subscriptions, third-party costs, out-of-scope work, emergency or cyber incident support, disaster recovery, offboarding, remediation of pre-existing issues, and any additional time, costs or expenses caused by Client delay, non-cooperation, failure to provide access, information or approvals, inaccurate or incomplete information, user unavailability, undocumented, unsupported or misconfigured systems, Third-Party Provider delays or faults, unauthorised changes, failure to follow Enrizen's reasonable recommendations, or work required to investigate, remediate or work around issues outside the agreed scope.

4.3. Reviews

Enrizen may review Fees annually. Unless otherwise agreed in writing, Enrizen may increase rate card rates annually in line with the Consumer Price Index (All Groups CPI, Weighted Average of Eight Capital Cities) as published by the Australian Bureau of Statistics.

Any increase above CPI will require mutual agreement, except that Enrizen may pass through any Third-Party Provider price increase, licence change, exchange rate adjustment, tax, surcharge, overage charge, usage-based charge or other vendor-imposed cost from the date it applies to Enrizen.

Any price change will be notified to the Client 14 days in writing before taking effect except for vendor, licence, subscription, hardware, telecommunications, domain, hosting, exchange rate or third-party pass-through costs, which may be passed through from the date the relevant increase applies to Enrizen.

4.4. No Set-Off

The Client must pay all amounts due under the Agreement without set-off, deduction, withholding or counterclaim, except to the extent required by law.

4.5. Payment Terms

Invoices are payable within 14 days from the invoice date unless otherwise agreed.

If an invoice remains unpaid after the due date, Enrizen may charge interest on the overdue amount at the rate of the Reserve Bank of Australia Cash Rate Target plus 5% per annum from the due date until paid in full. Enrizen may recover reasonable debt recovery costs including debt collection agency fees, mercantile agent fees and legal costs on an indemnity basis, to the extent permitted by law.

Enrizen may suspend Services for overdue amounts without prior notice, subject to applicable law and any urgent operational or security considerations. The Client remains liable for all recurring Fees, licence fees, subscription fees and committed third-party costs during any period of suspension.

4.6. Taxes and Duties

The Client is responsible for all taxes, duties, levies, charges and imposts payable in connection with the Client's receipt or use of the Services, other than taxes on Enrizen's income.

If the Client is required by law to withhold or deduct any amount from a payment to Enrizen, the Client must increase the payment so that Enrizen receives the amount it would have received if no withholding or deduction had been required, except to the extent prohibited by law.

4.7. Disputed Invoices

If the Client disputes an invoice, the Client must notify Enrizen in writing within 7 days after the invoice date, identifying the disputed amount and the reasons for dispute.

The Client must pay all undisputed amounts by the due date.

If the Client does not dispute an invoice within 7 days after the invoice date, the invoice is deemed accepted, except for manifest error.

The parties must attempt to resolve any invoice dispute promptly and in good faith.

5. GST

5.1. Definitions

In this clause, 'GST', 'Input Tax Credit', 'Joint Venture Operator', 'Recipient', 'Representative Member', 'Supply' and 'Taxable Supply' have the meaning given to those terms in the GST Act and 'Supplier' means the entity making the Supply.

5.2. GST exclusive

Except under this clause, the consideration for a Supply made under or in connection with this document does not include GST.

5.3. Taxable Supply

If a Supply made under or in connection with this document is a Taxable Supply, then at or before the time the consideration for the Supply is payable:

- a) the Recipient must pay the Supplier an amount equal to the GST for the Supply (in addition to the consideration otherwise payable under this document for that Supply); and
- b) the Supplier must give the Recipient a Tax Invoice for the Supply.

5.4. Reimbursement or indemnity

If either party has the right under this document to be reimbursed or indemnified by another party for a cost incurred in connection with this document, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).

6. Obligations

6.1. Client Obligations

The Client agrees to and is responsible for:

- a) providing Enrizen with timely access to all systems, users, premises, accounts, licences, vendors and information required to provide the Services, and ensuring users cooperate with troubleshooting and use the agreed support channels;
- b) maintaining all required software licences, subscriptions, vendor agreements, user training, physical security, cyber insurance, backups, business continuity, disaster recovery and compliance arrangements, unless expressly included in the Agreement;

- c) promptly approving required changes, purchases, renewals, security controls and remediation work, and notifying Enrizen of staff changes, access changes, suspected Cyber Incidents, data loss, outages, unauthorised access and material business, system, vendor, office or application changes;
- d) ensuring systems and devices are lawful, supported, secure, used in accordance with acceptable use requirements, and not altered in a way that interferes with Enrizen's ability to provide the Services;
- e) ensuring users do not disable, bypass, remove or interfere with security tools, monitoring agents, backup agents, remote support tools or other Enrizen Tools;
- f) ensuring each Authorised Contact has authority to approve expenditure, access changes, licence changes, security changes and operational requests submitted to Enrizen; and
- g) ensuring all Client Data, software, content and systems provided to or accessed by Enrizen are lawful, do not infringe third-party rights, and are supported by all consents, notices, authorisations and lawful bases required for Enrizen to access, use, process, store or disclose them for the purpose of providing the Services.
- h) approvals required for effective IT management;
- i) promptly considering and, where approved, implementing Enrizen's security, maintenance, backup, licensing, hardware and process recommendations;
- j) accepting the operational, security, compliance, insurance and business continuity risks of declining, delaying or failing to approve or implement Enrizen's reasonable recommendations; and
- k) assessing and determining whether the Services meet its operational, legal, regulatory, insurance, cyber security, backup, disaster recovery and business continuity requirements.

The Client acknowledges that:

- a) the Services reduce risk but do not guarantee uninterrupted operation, error-free systems, complete security, compliance, data recovery, or prevention of data loss, outage or Cyber Incident.
- b) Enrizen is not responsible for any delay, service level failure, outage, degradation, incident, additional cost or loss caused or contributed to by the Client's delay, omission, inaccurate information, unavailable users, failure to provide access or approvals, unsupported systems, undisclosed systems or matters in the Client Environment outside Enrizen's reasonable control.
- c) it is responsible for determining whether the Services and any Third-Party Provider products or services meet the Client's legal, regulatory, industry, insurance, security, compliance or certification requirements and Enrizen does not provide any certification, accreditation, audit opinion, warranty or assurance in relation to those requirements unless expressly agreed in writing.

6.2. Enrizen Obligations

Enrizen will provide the agreed Services with reasonable skill, care and diligence, including responding to tickets in accordance with agreed service levels, maintaining agreed tools, supporting Covered Systems, managing included alerts and vendor escalations, maintaining reasonable confidentiality and security controls, protecting privileged access, keeping reasonable service records, and notifying the Client of material risks or recommendations identified during service delivery.

7. Confidentiality, Privacy and Data Protection

7.1. Confidentiality

Each party must keep the other party's Confidential Information confidential and must not use or disclose it except as required to perform the Services, comply with law, obtain professional advice, protect systems, investigate misuse, or with the other party's written consent.

7.2. Client Data

Enrizen will only access, use, store or disclose Client Data to the extent reasonably necessary to provide the Services, comply with legal obligations, protect systems, investigate incidents, maintain records, or fulfil its obligations under the Agreement.

The Client is responsible for ensuring it has all necessary rights, consents and authority to provide Client Data to Enrizen for the purpose of receiving the Services, and for the accuracy, legality, integrity, quality and completeness of Client Data. Enrizen is not required to verify Client Data.

The Client warrants that it has all rights, consents, notices, permissions and lawful bases required to provide Client Data and personal information to Enrizen and to permit Enrizen, its Personnel, subcontractors and third-party platforms to access, use, store, process and disclose that information for the purpose of providing the Services.

7.3. Privacy

Where personal information is handled as part of the services, each party must comply with applicable privacy laws including the *Privacy Act 1988* (Cth) and the *Australian Privacy Principles*.

The Client acknowledges that Enrizen may use employees, contractors, subcontractors, consultants, cloud platforms, ticketing systems, remote management tools, security tools, backup tools and other third-party systems to deliver the Services, including personnel and systems located in Australia or overseas. Where personal information is disclosed overseas, Enrizen will take reasonable steps required by applicable privacy laws in relation to that disclosure.

7.4. Credentials and Privileged Access

Enrizen may require administrative or privileged access to deliver the services. The Client must promptly notify Enrizen of staff changes, suspected credential compromise, unauthorised access, or changes to systems that may affect access control.

7.5. Data Breach or Security Incident

Each party must notify the other party without unreasonable delay after becoming aware of an actual or suspected data breach or security incident that materially affects the other party's systems, users or Client Data.

The parties will reasonably cooperate to investigate, contain and remediate the incident.

Unless expressly agreed otherwise, the Client is responsible for all legal, regulatory, customer, insurer and contractual notifications, including under the Notifiable Data Breaches Scheme. Enrizen may charge at its applicable rates for assistance with privacy complaints, regulatory inquiries, data requests, breach assessment, notification, investigation, containment or remediation, unless the incident was caused by Enrizen's breach of the Agreement.

7.6. Subcontractors and Third-Party Platforms

Enrizen may use subcontractors, vendors and third-party platforms to deliver the services, provided Enrizen takes reasonable steps to ensure those parties are subject to appropriate confidentiality and security obligations. Enrizen is not responsible for the independent acts, omissions, outages, defects, vulnerabilities, service degradation, support delays, pricing changes or terms of third-party platforms or vendors, except to the extent caused by Enrizen's breach of the Agreement.

7.7. Analytics and De-Identified Data

Enrizen may collect, generate, use and retain aggregated, statistical, diagnostic, benchmarking, telemetry and de-identified data relating to the Services, service performance, security events, ticket trends, system health, support volumes and operational metrics, provided that such data does not identify the Client or any individual.

Enrizen owns all aggregated and de-identified data created or generated in connection with the Services.

8. Liability and Indemnity

8.1. Limitation of Liability

To the maximum extent permitted by law, Enrizen is not liable for:

- a) indirect, consequential, special or economic loss, including loss of profit, revenue, opportunity, goodwill, anticipated savings, business interruption, loss of data, loss of use, reputational damage, regulatory fines or penalties to the extent permitted by law, increased operating costs, substitute services costs or third-party claims.
- b) any loss, damage, outage, incident or delay caused or contributed to by Third-Party Providers, service outages, vendor defects, unsupported or end-of-life systems, hardware failure, Client or user acts or omissions, unauthorised changes, interference with Enrizen Tools or security, backup, monitoring or remote support tools, cyber-attacks, malware, phishing, credential compromise, unauthorised access, out-of-scope systems or users, the Client's failure to maintain backups, insurance, licences or business continuity plans, or events outside Enrizen's reasonable control.

To the maximum extent permitted by law, Enrizen's total aggregate liability arising out of or in connection with the Services or the Agreement, whether in contract, tort including negligence, statute, equity, indemnity or otherwise, is limited to the Fees paid by the Client for the affected Services during the 12 months immediately preceding the event giving rise to the claim. This cap applies in aggregate to all claims arising from the same or related events.

Nothing in these Terms excludes, restricts or modifies any liability that cannot legally be excluded, restricted or modified, including under the Australian Consumer Law. Where Enrizen's liability for a non-excludable condition, warranty or guarantee may lawfully be limited, Enrizen's liability is limited, at Enrizen's option, to resupplying the services or paying the cost of having the services supplied again, or for goods, replacing, repairing or supplying equivalent goods, or paying the cost of replacement or repair.

Except as expressly stated in the Agreement or required by law, Enrizen excludes all warranties, representations, conditions and guarantees, whether express, implied, statutory or otherwise.

8.2. Client Indemnity

The Client indemnifies Enrizen, its officers, employees, contractors and subcontractors against any loss, liability, claim, cost or expense suffered or incurred by them arising from or in connection with:

- a) the Client's breach of the Agreement, unlawful, negligent or improper use of the Services, or failure to comply with vendor terms, acceptable use policies, laws, regulations or industry obligations;
- b) Client Data, including its accuracy, legality, collection, use, storage and disclosure, and any breach by the Client of privacy, confidentiality, intellectual property or third-party rights; and
- c) unauthorised changes made by the Client or third parties, the Client's failure to obtain required licences, consents, permissions or approvals, failure to follow Enrizen's reasonable recommendations, or any third-party claim arising from the Client's systems, users, data, content or business operations.

except to the extent the relevant loss is caused by Enrizen's fraud, wilful misconduct or material breach of the Agreement.

8.3. Proportionate Liability and Contributory Fault

To the maximum extent permitted by law, Enrizen's liability is reduced proportionately to the extent that the loss, damage, delay, outage, incident or claim was caused or contributed to by the Client, its Personnel, its users, third-party providers, unsupported systems, third-party products, external attackers or circumstances outside Enrizen's reasonable control.

9. Termination and Suspension

9.1. Term

The Agreement commences on the Commencement Date and continues until terminated by either party in accordance with these Terms or the applicable Quote, Statement of Work or Service Schedule.

Termination or expiry of one Quote, Statement of Work or Service Schedule does not automatically terminate any other Quote, Statement of Work or Service Schedule or these Terms, unless expressly stated in writing.

9.2. Minimum Term

If the Quote, Statement of Work or Service Schedule specifies a minimum term, the Client must pay all recurring service fees, licence fees, subscription fees, committed third-party costs and other agreed charges for the minimum term, unless the Agreement is terminated by the Client due to Enrizen's unremedied material breach.

If the Client terminates for convenience, or Enrizen terminates due to the Client's breach, the Client must pay all unpaid fees up to the termination date, all recurring fees that would have been payable for the balance of any minimum term less any costs Enrizen reasonably avoids, all committed licence, subscription, vendor, Third-Party, hardware, procurement and project costs, and any discount, incentive or concession conditional on the Client completing the minimum term.

9.3. Termination

Where the Services are provided on a month-to-month basis, either party may terminate the Services by giving 90 days' written notice.

Either party may terminate the Agreement by written notice if the other party materially breaches the Agreement and fails to remedy the breach within 30 days after receiving notice. For payment defaults, Enrizen may terminate the Agreement without further notice.

Enrizen may terminate or suspend the Services immediately where continued service delivery would create a material legal, security, operational, safety or reputational risk to Enrizen, the Client, other clients, users, vendors or third parties.

9.4. Suspension

To the extent permitted by law, Enrizen may suspend the Services if the Client fails to pay undisputed amounts when due, refuses reasonable security requirements, uses the Services unlawfully or improperly, interferes with Enrizen Tools or systems, creates a security or operational risk, a Third-Party Provider suspends or restricts a required service, Enrizen is required to suspend by law or a Third-Party Provider, or Enrizen reasonably considers suspension necessary to prevent or reduce legal, security, operational or reputational risk.

Enrizen reasonably considers suspension necessary to prevent or reduce legal, security, operational or reputational risk. Immediate suspension may occur where urgent action is required to protect systems, data, users, Enrizen, other clients, vendors or third parties.

The Client remains liable for all recurring fees, licence fees, subscription fees and committed third-party costs during any period of suspension.

9.5. Effect of Termination

On termination, the Client must pay within 5 business days all outstanding Fees, including Fees for Services already provided, committed licences, hardware ordered, approved project work, Third-Party Provider costs, after-hours work and offboarding assistance.

Obligations relating to confidentiality, payment, liability, intellectual property, privacy and dispute resolution continue after termination where relevant.

10. Scope Exclusions

Unless expressly included in the Quote, Statement of Work or Service Schedule, the monthly Fees do not include:

- a) support for systems, users, devices, platforms, applications, cloud services or environments that are not Covered Systems, including personal or unmanaged devices, home networks, unsupported or end-of-life systems, undocumented systems, missing credentials, pre-existing issues, inherited faults, technical debt, and backup or security gaps;
 - b) onsite, physical or infrastructure work, including travel, cabling, equipment racking, hardware installation, hardware replacement, procurement and warranty coordination;
 - c) internet, carrier or telecommunications services outside the Client's network boundary, including ISP equipment, NBN, mobile services and carrier outages;
 - d) formal cyber incident response, ransomware recovery, digital forensics, extended breach remediation, disaster recovery, business continuity planning or testing, full restore testing or application-level recovery;
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- e) compliance, audit, certification, legal, regulatory, advisory or specialist technical services, including ISO 27001, IRAP, Essential Eight, custom development, data migration, DevOps and application development;
- f) project work, major changes, migrations, restructures, security uplift projects, large deployments, major configuration changes, documentation projects or IT audits; and
- g) formal training programs, structured user education, security awareness campaigns or formal documentation projects.

Enrizen may decline, defer or separately charge for any out-of-scope work at its applicable rates. Enrizen is not responsible for Third-Party Provider performance, availability, outages or failures. Emergency containment assistance may be provided where reasonable, but extended incident response or recovery work is chargeable separately.

11. Third-Party Products, Hardware, Connectivity, Network and Cloud Services

Where the Services include Hardware, equipment, software, licences, subscriptions, telephony, internet, connectivity, network, cloud or other third-party products or services, they are supplied only as stated in the applicable Quote, Statement of Work or Service Schedule and are subject to these Terms and applicable manufacturer, vendor, carrier or Third-Party Provider terms.

Orders are non-cancellable and non-refundable once ordered, activated, allocated, configured, shipped, registered, enrolled or committed. Enrizen may require upfront payment before ordering, delivering, configuring or installing any item.

Delivery, activation, porting, availability, performance and installation dates are estimates only. Enrizen is not responsible for Third-Party Provider outages, delays, defects, service changes, pricing or licensing changes, product withdrawal, data loss, security incidents, carrier issues, cloud changes or service interruptions, except to the extent caused by Enrizen's breach.

Risk in Hardware passes on delivery and title passes only on full payment, subject to clause 17. Hardware is supplied with applicable manufacturer warranties and non-excludable rights under the Australian Consumer Law only, unless Enrizen agrees otherwise in writing.

VoIP, cloud telephony and internet-dependent services may be unavailable during internet outages, power outages, carrier failures, platform outages or other disruptions.

The Client is responsible for all third-party, Hardware, licence, subscription, usage, call, carrier, storage, overage and vendor charges, and all associated costs including freight, delivery, insurance, installation, configuration, testing, commissioning, travel, warranty liaison, return or replacement costs, restocking fees, cancellation fees, duties, taxes and surcharges. The Client is also responsible for backups, redundancy, emergency communications, business continuity, access controls, data governance and compliance unless expressly included. Native cloud retention, recycle bins, version history or vendor recovery features are not backup services unless expressly included.

Enrizen does not warrant or certify that any Third-Party Provider product or service, or the Client's use of it, will satisfy the Client's legal, regulatory, industry, insurance, security, compliance or certification requirements unless expressly agreed in writing.

12. Security, Monitoring and Backup Limitations

Security, monitoring, patching and backup services are risk-reduction measures only and do not eliminate operational, security, cyber, outage or data loss risk.

Enrizen does not guarantee prevention or detection of cyber-attacks, phishing, malware, ransomware, credential compromise, insider threats, unauthorised access, data leakage, business email compromise, faults, outages, vulnerabilities, misconfigurations or backup failures.

The effectiveness of security, monitoring, patching and backup services depends on factors outside Enrizen's control, including Client approvals, user behaviour, licensing, system compatibility, vendor performance, configuration, available telemetry, unsupported systems, physical security, business processes, insurance, governance and incident response capability.

Patches may cause compatibility issues, interruption, reboot requirements, application errors or user disruption. Enrizen is not responsible for issues caused by unsupported software, end-of-life systems,

vendor defects, failed updates, insufficient storage, hardware faults or applications no longer maintained by the vendor.

Backup services are only provided where expressly included in the Quote or Service Schedule. Successful backup reports do not guarantee that data is recoverable, complete, uncorrupted or suitable for the Client's recovery requirements.

Unless expressly included, backup services do not include disaster recovery planning, full restore testing, immutable backup configuration, ransomware recovery, business continuity planning or application-level recovery validation. The Client remains responsible for confirming that its backup scope, frequency, retention, recovery point objectives and recovery time objectives meet its operational, legal, regulatory, insurance and business requirements.

13. Change Requests and Project Work

Requests outside the agreed managed services scope will be treated as change requests or project work. Enrizen is not required to perform out-of-scope work under the fixed monthly managed services fee.

Enrizen may require a written quote, approval or work order before commencing change requests or project work and is not required to commence such work until approval has been received from an Authorised Contact.

Either party may request a change to the Services, scope, fees, service levels, Covered Systems, users, devices, locations, platforms or deliverables. Unless Enrizen expressly agrees otherwise in writing, Enrizen is not required to commence any out-of-scope work, project work or material change until the Client has approved the applicable quote, change request or work order.

If urgent work is reasonably required to prevent or reduce operational, security, legal or business risk, Enrizen may commence that work without a formal quote and charge the work at its applicable rates.

14. Onboarding and Offboarding

14.1. Onboarding

The Client acknowledges that onboarding may require discovery, documentation, credential review, licence review, tool deployment, security assessment, backup review, endpoint agent deployment and identification of pre-existing issues.

Unless expressly included, remediation of pre-existing issues identified during onboarding is excluded from fixed monthly fees and may be quoted separately.

The Client must provide timely access to systems, documentation, licences, vendors, credentials, previous providers and key staff to support onboarding.

Enrizen is not responsible for issues, gaps, misconfigurations, undocumented systems, missing credentials, unsupported systems or pre-existing faults inherited during onboarding unless specifically agreed in writing. Time spent investigating, documenting, remediating or working around such matters may be charged separately unless expressly included in the Quote, Statement of Work or Service Schedule.

14.2. Offboarding

On termination or expiry of the agreement, Enrizen will provide reasonable transition assistance to the Client or its new provider, subject to payment of all outstanding fees and any applicable offboarding charges.

Transition assistance may include exporting available documentation, assisting with the transfer of Client-owned admin access and credentials, removing Enrizen tools where appropriate, assisting with vendor transfer and providing reasonable cooperation with the incoming provider.

Offboarding assistance is chargeable at Enrizen's standard rates unless expressly included in the Quote or Service Schedule. Enrizen may require prepayment for offboarding assistance and may limit offboarding assistance to reasonable cooperation, documentation export, credential transfer, vendor transfer and removal of Enrizen Tools.

Enrizen may retain copies of records required for legal, insurance, audit, compliance or legitimate business purposes subject to its confidentiality and privacy obligations.

The Client is responsible for ensuring continuity of support, backup, security, licensing and vendor arrangements after termination.

15. Intellectual Property

Each party retains ownership of its pre-existing intellectual property.

The Client retains ownership of its business data, documents, records and content.

Enrizen retains ownership of its templates, tools, scripts, automations, methodologies, documentation formats, checklists, processes, reports, internal procedures, know-how, software agents, dashboards, workflows, configurations, generic security policies, technical standards, monitoring rules, service delivery materials and reusable materials.

To the extent any intellectual property is developed by or on behalf of Enrizen in the course of providing the Services, that intellectual property vests in Enrizen on creation unless expressly agreed otherwise in writing.

Unless expressly agreed otherwise in writing, scripts, automations, configurations, templates, workflows and technical methods created or deployed by Enrizen remain Enrizen's intellectual property, even if created or deployed within the Client Environment.

Unless otherwise agreed in writing, the Client receives a non-exclusive, non-transferable licence to use deliverables created specifically for the Client for its internal business purposes after full payment has been received. The Client receives no rights in Enrizen's intellectual property except the limited licence expressly granted under these Terms.

The Client must not copy, resell, disclose, reverse engineer or commercially exploit Enrizen's tools, templates, scripts, automations, processes or documentation formats without written consent.

16. Dispute Resolution

If a dispute arises, the parties must first attempt to resolve the dispute through good-faith discussion between operational contacts. If the dispute is not resolved within 14 days, it must be escalated to senior representatives of each party. If the dispute remains unresolved after a further 14 days, either party may issue a written notice of dispute setting out the nature of the dispute and the outcome sought.

The parties must then attempt to resolve the dispute through mediation (conducted by a mediator agreed between the parties, or as appointed by the Resolution Institute) before commencing legal proceedings, except where urgent injunctive relief is required or where a party is seeking to recover unpaid invoices.

The parties must continue to perform their undisputed obligations while the dispute is being resolved. The Client must continue to pay all undisputed amounts when due. The dispute resolution process does not prevent Enrizen from suspending Services for overdue undisputed amounts or taking steps to recover unpaid invoices.

17. Title and PPSA

Title to any hardware, equipment or goods supplied by Enrizen does not pass to the Client until Enrizen has received payment in full for those items.

The Client grants Enrizen a security interest in all hardware, equipment and goods supplied by Enrizen, and their proceeds, to secure payment of all amounts owing to Enrizen. The Client consents to Enrizen registering any security interest on the Personal Property Securities Register and must do all things reasonably required by Enrizen to perfect and maintain that security interest.

Until title passes, the Client must keep the goods insured, identifiable, secure and free from encumbrances, and must not sell, dispose of, alter or relocate the goods without Enrizen's written consent. To the extent permitted by law, the Client waives its right to receive notices under the *Personal Property Securities Act 2009* (Cth), including verification statements.

18. Non-Solicitation

During the term of the Agreement and for 12 months after termination or expiry, the Client must not directly or indirectly solicit, employ, engage or contract with any employee, contractor or technician of Enrizen who was involved in providing the Services, without Enrizen's prior written consent.

If the Client breaches this clause, the Client must pay Enrizen an amount equal to 30% of the person's first-year annual remuneration as a genuine pre-estimate of Enrizen's recruitment, replacement, training and business disruption costs.

19. Non-Disparagement

During the term of the Agreement and after its termination or expiry, the Client must not, and must ensure that its Personnel do not, make, publish, authorise, endorse or communicate any false, misleading, malicious or disparaging statement, comment, review or communication about Enrizen, its Personnel, its Services or its business, whether orally, in writing, online, on social media, in public forums or to any third party.

This clause does not prevent the Client from:

- a) making statements required by law;
- b) making truthful statements to its professional advisers, insurer, auditor, regulator or law enforcement agency;
- c) giving evidence in legal, regulatory or dispute resolution proceedings; or
- d) making a genuine complaint or claim under the Agreement, provided the complaint or claim is made in good faith and through appropriate private or formal channels.

The Client acknowledges that a breach of this clause may cause Enrizen reputational harm for which damages alone may not be an adequate remedy. Enrizen may seek injunctive relief or other equitable relief for any actual or threatened breach of this clause, in addition to any other rights or remedies available at law.

20. General Terms

20.1. Governing Law and Jurisdiction

These Terms are governed by the laws of New South Wales, Australia. Each party submits to the exclusive jurisdiction of the courts of New South Wales.

20.2. Notices

Notices must be given in writing and sent to the contact details specified in the Quote, Statement of Work or other agreed communication channel. Email notices are effective on transmission unless the sender receives a delivery failure notification, provided that any email sent after 5:00 pm or on a non-Business Day is deemed received at 9:00 am on the next Business Day.

20.3. Subcontractors

Enrizen may use employees, contractors, subcontractors, vendors or offshore personnel to deliver the services, provided Enrizen remains responsible for the performance of the Services to the extent required by the Agreement. Enrizen is not responsible for independent third-party vendors, platforms or services that are not acting as Enrizen's subcontractors.

Where offshore personnel or overseas subcontractors handle personal information in the course of delivering the services, Enrizen will take reasonable steps to ensure that such information is handled in a manner consistent with the Australian Privacy Principles under the Privacy Act 1988 (Cth).

20.4. Assignment

The Client must not assign or transfer the agreement without Enrizen's prior written consent.

Enrizen may assign or transfer the agreement as part of a business sale, restructure or transfer of operations, provided the Client is notified in writing.

20.5. Force Majeure

Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, power failures, internet outages, vendor outages, cyber attacks, strikes, war,

pandemic, government action, supply chain disruption or telecommunications failure, ransomware, malware outbreak, denial-of-service attack, third-party platform failure or widespread vulnerability event.

A Force Majeure Event does not relieve the Client from any obligation to pay amounts due for Services already supplied, committed licences, subscriptions, vendor costs or other non-cancellable third-party costs.

20.6. Variation

Any variation to these Terms, the Quote, Statement of Work or Service Schedule must be agreed in writing unless the variation relates to user/device count changes, vendor price changes or other adjustments already permitted under the Agreement.

Enrizen may update these Terms from time to time by giving the Client at least 30 days' written notice. If an update materially and adversely affects the Client, the Client may terminate the affected Services by giving written notice before the update takes effect. Where this occurs, the existing Terms shall continue during the notice period outlined in clause 9.3 of the Agreement.

The Client's continued receipt of the Services after the effective date of the updated Terms constitutes acceptance of the updated Terms. This clause does not permit Enrizen to retrospectively increase fees for Services already supplied.

20.7. Entire Agreement

These Terms, together with the applicable Quote, Statement of Work or Service Schedule issued by Enrizen and accepted by the Client, form the entire agreement between the parties for the relevant Services and supersede all prior representations, negotiations and arrangements.

The Client acknowledges that it has not relied on any representation, statement, promise, forecast, estimate or assurance not expressly set out in the Agreement.

20.8. Inconsistency

If there is any inconsistency between the documents forming the Agreement, the following order of precedence applies to the extent of the inconsistency:

- a) any special conditions expressly stated in the signed Quote, Statement of Work or Service Schedule;
- b) the Service Schedule;
- c) the Quote; and
- d) these Terms.

No proposal, sales material, presentation, marketing material, pre-contractual statement or representation forms part of the Agreement unless expressly incorporated in a signed Quote, Statement of Work or Service Schedule. Where a proposal or other document is incorporated, it is incorporated only to the extent expressly stated and remains subject to these Terms.

20.9. Severability

If any part of these Terms is found to be invalid or unenforceable, the remaining parts continue to apply.

20.10. Survival

Clauses relating to confidentiality, privacy, payment, liability, intellectual property, dispute resolution and any other provisions intended to survive termination continue after the agreement ends.

20.11. Acceptable Use

The Client must not use the Services, the Client Environment or any Enrizen Tools for unlawful, harmful, abusive, fraudulent, infringing, malicious or security-compromising activity.

Enrizen may suspend or restrict Services immediately where it reasonably considers that continued access may expose Enrizen, the Client, other clients, users, vendors or third parties to legal, security, operational or reputational risk.

Final Acknowledgement

The Client acknowledges that these Terms define the scope, limitations, exclusions, responsibilities and operational expectations of the Services arrangement between the Client and Enrizen.

The Client should review and understand these Terms carefully to ensure that the Services meet the Client's requirements, including its operational, security, compliance, backup, disaster recovery and business continuity requirements.

The Client accepts the Agreement if the Client:

- a) signs or electronically accepts a Quote, Statement of Work, Service Schedule or order form;
- b) confirms acceptance by email or other written communication;
- c) pays an invoice for the Services;
- d) permits Enrizen to commence providing the Services after being given access to these Terms; or continues to receive the Services after being given access to these Terms.

By accepting a Quote, Statement of Work, Service Schedule or order form, or by receiving or continuing to receive the Services after being given access to these Terms, the Client agrees to be bound by these Terms and Conditions.

Enrizen may rely on instructions, approvals and requests given by an Authorised Contact. The Client is responsible for all consequences of instructions, approvals and requests given by its Authorised Contacts, including licence purchases, account creation or deletion, access changes, security changes, data changes and configuration changes.

Enrizen Digital Pty Ltd (ABN: 24 697 800 785)

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Schedule A

Support Inclusions

Support Services include the following for Covered Systems:

- Remote IT helpdesk support for covered users and devices during standard support hours, including troubleshooting of supported hardware, software, operating system, connectivity and standard business application issues.
- Actioning support tickets submitted by authorised Client staff through the agreed support channels.
- Troubleshooting of servers, laptops, desktops, network devices, cloud services and supported systems as required.
- Troubleshooting connection difficulties for remote employees where the issue relates to business systems, VPN access, remote access services, Wi-Fi connectivity or DNS resolution.
- User account administration for platforms, including creating, modifying, resetting, disabling and deactivating accounts.
- New user IT onboarding and departing user IT offboarding for platforms, including account provisioning, deprovisioning and licence adjustments within the agreed scope.
- Basic administration of Microsoft 365, Entra ID, cloud, endpoint, backup, security and remote access platforms.
- Basic support for email, calendar, collaboration and productivity applications for platforms, including Microsoft 365, Outlook, Teams, OneDrive, SharePoint .
- Browser and standard business application troubleshooting for devices and supported applications listed in the agreed scope.
- Printer, scanner and peripheral troubleshooting for devices connected to workstations or servers, limited to basic connectivity, driver and configuration issues.
- Mobile device troubleshooting for enrolled devices where mobile device management is included in the agreed scope.
- Basic security support, including assisting users with MFA setup and resets, responding to suspected phishing or malware events on devices, and escalating security concerns where required.
- Endpoint protection, EDR/XDR, security monitoring or threat detection software management where expressly included in the Quote or Service Schedule.
- Patch management deployment for operating systems and supported third-party applications in accordance with the agreed patching schedule.
- Monitoring review and alert triage for systems, where monitoring is included in the agreed scope.
- Backup job monitoring and alert management for backup services, where backup monitoring is included in the agreed scope.
- Monitoring of network health where network monitoring is included in the agreed scope.
- Vendor liaison and support case escalation for platforms and services where reasonably required and where vendor liaison is included in the agreed scope.
- Reviewing agreed IT reports and providing recommendations where appropriate.
- Monthly service reporting covering ticket volumes, response time performance and agreed managed service health metrics, where reporting is included.
- General advice relating to the operation, support, security and improvement of the IT environment.

- Basic documentation updates relating to systems, support procedures, configurations and known service information.

The above inclusions apply only to support, administration and maintenance of Covered Systems. They do not include project work, major changes, cyber incident response, disaster recovery, formal consulting, onsite work, third-party vendor projects or other excluded services unless expressly included in the Quote, Statement of Work or Service Schedule.

Software Inclusions

- Remote Monitoring and Management (RMM) agents deployed to devices and servers to enable remote monitoring, alerting, scripting and management.
- Endpoint Detection and Response (EDR) or antivirus and anti-malware protection deployed to endpoints where endpoint protection is included.
- Patch management tooling used to schedule, deploy and report on operating system and supported third-party application updates.
- Remote access and remote support utilities used by Enrizen technicians to remotely connect to, troubleshoot and manage covered devices.
- Backup monitoring agent and reporting tools where backup monitoring is included in the agreed scope.
- DNS filtering or web content filtering agent where DNS filtering is included in the agreed scope.
- Email security or gateway filtering tools where email security is included in the agreed scope.
- Multi-factor authentication enforcement tooling where MFA management is included in the agreed scope.
- Password vaulting and privileged access management software used by Enrizen to securely store and manage administrative credentials required to deliver the services.
- Enrizen service reporting and dashboard tools used to generate agreed service reports and visibility for the Client.
- Other software agents, scripts or utilities reasonably required to deliver the managed services.

Schedule B

Priority	Description	Example	Target Response Time
P1 — Critical	Major outage or critical business impact affecting the entire organisation	Entire business offline; major server or critical application outage	15 minutes
P2 — High	Significant impact affecting multiple users or a key business system	Multiple users unable to work; email or core application unavailable	1 hour
P3 — Medium	Limited impact affecting a single user or non-critical function	One user unable to access an application; isolated workstation issue	4 hours
P4 — Low	General request, change, advice or non-urgent issue	New user setup; software install; access request; general enquiry	8 hours