360 Visibility Inc. - Azure Managed Services Agreement

Last Updated: 02-JUL-26

IMPORTANT SERVICE AND COMMITMENT NOTICE. This Agreement governs Azure managed services and supplements the 360 Visibility Cloud Solution Provider Customer Agreement. It does not cancel, reduce or replace any Microsoft, Azure, NCE, third-party or other subscription commitment. Customer payment, transfer, credit-risk and collection obligations remain governed by the CSP Agreement as supplemented by this Agreement.

Effective Date: The earlier of (i) Customer's click acceptance, (ii) the effective date of an executed Order Form, or (iii) the date 360 Visibility begins delivering Managed Services at Customer's request.

1. Parties and Acceptance

This Azure Managed Services Agreement (the "Agreement") is between 360 Visibility Inc. ("360 Visibility," "we," "us," or "our") and the customer identified on the applicable Order Form ("Customer," "you," or "your"). A person accepting on behalf of an entity represents that the person has authority to bind that entity. By clicking "I Accept," executing an Order Form, requesting or approving services, or receiving the Managed Services, Customer agrees to be bound by this Agreement.

This Agreement governs managed, advisory and operational services relating to Customer's Microsoft Azure environment. It supplements and does not replace the 360 Visibility Cloud Solution Provider (CSP) Customer Agreement, which governs Microsoft and third-party subscriptions, Azure Consumption, billing, payment, credit risk, transfers and related commercial obligations.

2. Definitions

"Azure Consumption." Metered usage charges for Microsoft Azure services under Customer's tenant and subscriptions.

"Azure Consumption Charges (MSRP)." Aggregate Azure Consumption for a billing month calculated at Microsoft's then-current published list price before partner discount, incentive, credit or rebate, including the amortized value of Commitment Purchases under Section 8.3.

"Commitment Purchase." An Azure Reserved Instance, Savings Plan, capacity reservation or similar prepaid or term-committed Azure purchase.

"CSP Agreement." The final 360 Visibility Cloud Solution Provider Customer Agreement in effect between the parties, as amended or replaced in accordance with its terms.

"Customer Data." Data submitted by or for Customer into the Managed Environment or Services.

"Managed Environment." Azure subscriptions, resource groups, resources and workloads expressly identified in the Order Form or onboarding scope document as in scope.

"Managed Services." Services described in Schedule A for the Service Tier purchased in the Order Form.

"Managed Services Fee." The fee payable for Managed Services under Section 8.

"Minimum Monthly Fee (MMF)." The minimum monthly Managed Services Fee in the Order Form, payable during the Term regardless of actual Azure Consumption.

"Minimum Term Commitment (MTC)." The minimum aggregate Managed Services fees committed for the applicable term, irrespective of usage, activity, suspension, attempted termination, tier downgrade, change of provider or transfer.

"Order Form." A signed or electronically accepted order, quote, portal transaction or other ordering record referencing this Agreement and identifying the Service Tier, Managed Environment, rates, currency, term, commitments, included hours and special terms.

"Project Services." Migrations, deployments, custom development, architecture builds and other discrete engagements delivered under a separate statement of work.

"Service Tier." Azure Core (Tier 1), Azure Advanced (Tier 2) or Azure Managed (Tier 3), as identified in the Order Form.

"Services." Managed Services, Project Services and other services provided under this Agreement.

"SLA Schedule." The 360 Visibility Service Level Agreement Schedule applicable to purchased additional support services, incorporated under Section 7.

"Subscription Term." Has the meaning in the CSP Agreement and includes any fixed Microsoft, third-party or 360 Visibility commitment period.

"Transfer." Has the meaning in the CSP Agreement.

"Time and Material or T&M." Services billed at applicable hourly labour rates and increments.

"Microsoft Customer Agreement" or "MCA." The agreement between Microsoft and Customer governing Microsoft Online Services, available at Microsoft Customer Agreement, as updated by Microsoft.

3. Structure and Order of Precedence

3.1 Order of Precedence.

If there is a conflict, the following order governs: (1) an Order Form, but only where it expressly identifies the provision being modified and the modification is approved in writing by an authorized officer of 360 Visibility; (2) an executed SOW solely for Project Services scope, deliverables and fees; (3) the CSP Agreement for payment, credit risk, Microsoft and third-party commitments, Azure Consumption, transfers, suspension, acceleration, collection, limitation of liability and general legal terms; (4) this Agreement, including Schedule A, for Managed Services scope and operational responsibilities; (5) the SLA Schedule for support coverage, incident classification, response and resolution targets; (6) the MCA and Microsoft Product Terms; and (7) referenced 360 Visibility policies.

3.2 Relationship to CSP Agreement.

Customer must maintain a CSP Agreement with 360 Visibility or another billing arrangement expressly approved by 360 Visibility throughout the Term. Managed Services are independent of Microsoft NCE subscriptions, Azure subscriptions, Commitment Purchases, Marketplace offers and other provider commitments. Termination, expiry, tier change or suspension of Managed Services does not terminate, reduce or modify any commitment governed by the CSP Agreement.

3.3 Loss of CSP Relationship.

If the CSP Agreement expires or terminates, Customer transfers or attempts to transfer billing ownership or the Azure subscriptions away from 360 Visibility, or Customer removes the access required to deliver Managed Services, 360 Visibility may suspend or terminate Managed Services without liability. All accrued and remaining committed Managed Services charges become payable under Sections 9, 13 and 15.

3.4 MCA and Third-Party Terms.

Customer must accept and comply with the MCA, Microsoft Product Terms and applicable third-party terms. Microsoft terms control where required by Microsoft.

3.5 Schedule A Updates.

360 Visibility may update Schedule A to reflect platform, tooling or industry-practice changes, provided no update materially reduces Services during the then-current Term. Material reductions take effect at renewal on thirty (30) days' notice.

4. Service Tiers

Service Tier	Positioning	Fee Basis	SLA
Azure Core (Tier 1)	Reactive support; Customer operates environment	T&M	Not covered
Azure Advanced (Tier 2)	Governance, oversight, optimization, monitoring and advisory	MSRP-based percentage or fixed fee	Covered
Azure Managed (Tier 3)	Managed operations, monitoring, remediation, patching, backup, security and FinOps	MSRP-based percentage or fixed fee	Covered

4.1 Azure Core.

Tier 1 is reactive and T&M. 360 Visibility performs no proactive management, monitoring, optimization or administration unless ordered separately. Customer retains operational responsibility. No SLA applies.

4.2 Azure Advanced.

Tier 2 includes governance, consumption oversight, cost optimization, posture reporting, monitoring and advisory services in Schedule A. 360 Visibility identifies, reports and recommends and performs remediation only within applicable included effort. Excess remediation, engineering and Project Services are billable T&M.

4.3 Azure Managed.

Tier 3 includes Tier 2 plus operational management in Schedule A, such as 24x7 monitoring for specified incidents, remediation, patch and backup administration, security execution, cost optimization, change management and maintained documentation. Project Services remain outside scope unless covered by an SOW.

4.4 Tier Changes.

Customer may request an upgrade on thirty (30) days' notice, effective after required onboarding. A downgrade takes effect only at the end of the then-current Term on at least sixty (60) days' notice and does not reduce the MTC or any amount already committed.

4.5 Scope Boundary.

Managed Services apply only to the Managed Environment. New resources, subscriptions or workloads are not managed or covered by the SLA until included in writing. For percentage-based fees, new resources in an in-scope subscription are included in the fee base beginning the first day of the month following creation, unless the Order Form states otherwise.

5. Onboarding and Transition

5.1 Onboarding.

Tier 2 and Tier 3 begin with discovery, documentation, tooling deployment, alert and budget configuration and baseline assessment. Onboarding is chargeable unless expressly waived in the Order Form.

5.2 Remediation Precondition.

If onboarding identifies conditions that impair 360 Visibility's ability to deliver Services or meet SLA targets, 360 Visibility may exclude affected components until remediation is complete. Remediation is billable unless included in the Order Form.

5.3 Stabilization Period.

SLA targets begin on the later of the date 360 Visibility confirms onboarding is complete and thirty (30) days after the Effective Date.

5.4 Transition Out.

After expiry or termination, and only after payment or acceptable security for all amounts due and committed, 360 Visibility will provide reasonable transition assistance for up to sixty (60) days on a T&M basis. Documentation export, access transition, knowledge-transfer sessions, configuration export, tool removal, decommissioning, workshops, meetings and coordination with a replacement provider are billable. Transition assistance does not require transfer approval under the CSP Agreement.

6. Customer Environment, Decisions and Administrative Access

6.1 Required Access.

Customer authorizes 360 Visibility to hold DAP/GDAP, Azure RBAC and other rights reasonably necessary to deliver Services. If access is removed or restricted, 360 Visibility is relieved of affected obligations and SLA targets and may suspend or terminate Services. Removal does not reduce payment obligations.

6.2 Shared Responsibility.

Microsoft is responsible for the Azure platform. 360 Visibility is responsible only for Managed Services expressly included for the purchased tier and Managed Environment. Customer remains responsible for all other matters and the responsibilities in Section 17.

6.3 Customer Decision Authority.

Customer retains responsibility for business and risk decisions, including security policy, data classification, backup retention, recovery point and recovery time objectives, disaster recovery requirements, identity governance, regulatory requirements, architecture risk acceptance and approval of material changes. Managed Services do not transfer executive, legal, compliance or business-continuity accountability to 360 Visibility.

6.4 Change Control.

Tier 3 operational changes are performed through 360 Visibility's change-management process. Customer-directed or unauthorized changes outside that process may suspend SLA coverage for affected components and resulting remediation is billable T&M.

6.5 Tooling.

360 Visibility may deploy monitoring, backup, security, automation and reporting tooling. Azure Consumption and third-party licensing are Customer's responsibility unless stated otherwise. 360 Visibility owns its tooling, scripts, automation, templates and methods and may remove them on termination.

7. Service Levels

7.1 Exclusive SLA Schedule.

The SLA Schedule exclusively governs incident classification, support hours, after-hours coverage, target initial response, target resolution, exclusions, effort limits and SLA suspension. The SLA Schedule applies only to Tier 2 and Tier 3 and does not apply to Tier 1.

7.2 Scope Versus SLA.

Schedule A governs what work is included in each Service Tier. The SLA Schedule governs timing and support coverage for included work. If they address the same subject, the SLA Schedule controls timing and incident administration, while Schedule A controls service scope.

7.3 No Service Credits.

No service credits apply. Targets may be suspended for Customer delay, lack of access, third-party dependency, Microsoft-controlled remediation, planned maintenance, force majeure, unresolved onboarding deficiencies or Customer-directed changes. 360 Visibility may reasonably classify and reclassify incidents.

7.4 Microsoft Platform SLAs.

Microsoft service-level commitments are made by Microsoft under its applicable terms. 360 Visibility does not assume or backstop Microsoft's SLA and is not liable for Microsoft platform availability, degradation or outages. 360 Visibility may assist with a Microsoft SLA claim; approval and credit are solely Microsoft's decision and any credit applies only after receipt by 360 Visibility.

8. Managed Services Fees

8.1 Fee Basis.

Tier 1 is billed T&M. Tier 2 and Tier 3 are billed as the fixed fee or applicable percentage of Azure Consumption Charges (MSRP) stated in the Order Form, subject to the MMF.

8.2 Percentage Calculation.

The percentage applies to MSRP for the Managed Environment. Partner discounts, incentives, promotional credits, sponsorships and rebates do not reduce the calculation base. The Managed Services Fee is separate from Azure Consumption charged under the CSP Agreement.

8.3 Commitment Purchases.

A Commitment Purchase is included in Azure Consumption Charges (MSRP) on a straight-line amortized basis over its commitment term for calculation of the Managed Services Fee, rather than entirely in the purchase month.

8.4 Calculation Exclusions.

Unless the Order Form states otherwise, the calculation base excludes third-party Azure Marketplace charges, Microsoft seat-based subscriptions, Microsoft Azure support plans and taxes.

8.5 Minimum Monthly Fee.

The MMF applies each month regardless of actual consumption. If the calculated fee is lower than the MMF, the MMF is payable.

8.6 Included Hours.

Included hours, if any, are allocated monthly, do not accumulate and expire at month end unless the Order Form expressly permits carry-forward. Excess effort is billable T&M.

8.7 T&M Work.

T&M is billed at Order Form rates and increments or, if silent, 360 Visibility's then-current rates. After-hours, weekend and statutory-holiday effort is billed at applicable premium rates. Pre-approved travel time and expenses are billable.

8.8 Rate Changes.

For Renewal Terms, 360 Visibility may change rates and percentages on thirty (30) days' notice. Microsoft price changes, exchange rates, taxes, SKU changes and pass-through costs may affect Azure Consumption at any time under the CSP Agreement.

9. Invoicing, Payment and Credit Risk

9.1 CSP Agreement Controls.

The payment-method, due-date, continuing authorization, invoice-dispute, late-payment, collection-cost, no-set-off, application-of-payment, price-change, adequate-assurance, security and credit-risk provisions of Sections 6 and 7 of the CSP Agreement apply to all charges under this Agreement as if stated here.

9.2 Invoicing.

Unless an Order Form states otherwise, fixed fees and MMF are invoiced monthly in advance; percentage-based fees and T&M are invoiced monthly in arrears; onboarding and Project Services are invoiced under the applicable Order Form or SOW.

9.3 No Deferral Pending Credits.

Customer shall not withhold or delay payment while any Microsoft, Azure, Marketplace, security vendor or other provider credit, refund, exception, dispute, adjustment or claim is pending. Any approved credit is applied only after actually received by 360 Visibility.

9.4 Audit and Reconciliation.

360 Visibility may audit usage and ordering records and reconcile invoices for up to twelve (12) months after a billing period. Underbilled amounts are payable on invoice; overbilled amounts are credited.

10. Term and Minimum Commitment

10.1 Term.

This Agreement starts on the Effective Date and continues for the Initial Term stated in the Order Form, or twelve (12) months if unspecified, and renews for successive twelve-month terms unless either party gives at least sixty (60) days' written non-renewal notice.

10.2 Minimum Term Commitment.

The MTC is payable for the full applicable Term irrespective of consumption, usage, suspension, tier downgrade, termination request, administrative-access change, Transfer or change of provider.

10.3 Co-Terming.

360 Visibility may align the Managed Services term with an existing CSP or Azure renewal date; prorations apply.

11. Microsoft and Provider Dependency

11.1 Independent Providers.

Microsoft and other vendors are independent third parties. 360 Visibility does not control their services, availability, pricing, policies, SLAs, transfer rules or product lifecycles and is not liable for their changes, acts or omissions.

11.2 SKU Changes and Retirement.

If Microsoft changes or retires a service, SKU or policy, 360 Visibility may recommend or, for Tier 3, implement migration to a reasonably equivalent construct under change control. Resulting Azure Consumption is Customer's responsibility.

11.3 Platform Dependencies.

Managed Services dependent on Microsoft or third-party capabilities are contingent on those capabilities being properly licensed, available and functioning. 360 Visibility is not in breach where a dependency is unavailable or materially changed.

12. Consumption Monitoring, Fraud and Excess Consumption

12.1 Monitoring and Alerts.

For Tier 2 and Tier 3, 360 Visibility implements monitoring, budgets and alerts described in Schedule A. Budgets and alerts are advisory and do not cap, throttle or prevent consumption. Tier 1 Customer is solely responsible for cost controls.

12.2 All Consumption Is Billable.

All Azure Consumption is billable, including usage caused by misconfiguration, automation error, runaway scaling, compromised credentials or unauthorized access. Managed Services do not transfer Azure Consumption liability to 360 Visibility and do not guarantee consumption, cost or savings.

12.3 Risk Mitigation.

360 Visibility may suspend or restrict resources or Services without prior notice to mitigate suspected fraud, compromise or anomalous consumption and will notify Customer promptly where prior notice was impracticable.

12.4 Exception Process.

360 Visibility may assist with a Microsoft or vendor refund or credit request at its discretion. Approval is solely the provider's decision. Preparation of a business case, root-cause analysis, incident documentation or evidence may be billed as professional services. Submission does not defer payment; a credit applies only after receipt by 360 Visibility.

12.5 Optimization Estimates.

Optimization findings and savings estimates are estimates based on observed usage. Actual results depend on workload behaviour, future demand and approved implementation. No savings result is warranted.

13. Transfers, Change of Provider and Continuing Obligations

13.1 CSP Transfer Provisions Control.

Section 5 of the CSP Agreement exclusively governs any Transfer, change of provider, billing-ownership change, administrative change or related settlement affecting the Managed Environment.

13.2 Managed Services Consequences.

A Transfer request, migration, duplicate procurement or change of provider does not cancel this Agreement, reduce the MTC or relieve Customer of Managed Services fees. 360 Visibility may condition transition assistance on payment or acceptable security and may issue a reconciliation invoice.

13.3 No Implied Approval.

Operational transition assistance, documentation handover or removal of tooling does not constitute approval of a Transfer under the CSP Agreement.

14. Suspension

14.1 Suspension Rights.

360 Visibility may suspend, restrict or decline to renew Services if payment is six (6) days overdue; Customer fails to provide adequate assurance; 360 Visibility suspects fraud, misuse or compromise; Customer breaches this Agreement, the CSP Agreement, the MCA or provider terms; required access is withdrawn; or continued service materially increases credit, security, legal or operational exposure.

14.2 Effect.

Suspension does not cancel Services, reduce the Term or MTC, stop committed charges or relieve payment. SLA targets do not apply during suspension.

15. Early Termination

15.1 Customer Request to Terminate.

Customer may request termination on thirty (30) days' written notice. Notice terminates only Services cancellable at that time and does not shorten the agreed Term or reduce the MTC.

15.2 Accrued and Remaining Amounts.

Upon early termination, Customer shall pay all accrued fees, T&M, taxes, interest, MMF, remaining fixed or percentage-based Managed Services commitments, waived or discounted onboarding amounts, non-recoverable third-party costs, transition fees and collection costs. For percentage-based fees, the remaining monthly commitment is the greater of the MMF and the average monthly Managed Services Fee for the three complete billing months preceding the termination notice, multiplied by the remaining months, unless the Order Form states a different committed amount.

15.3 Waived or Discounted Onboarding.

If termination occurs during the Initial Term, waived or discounted onboarding, assessment and transition charges become payable at their undiscounted Order Form or then-current rate, less amounts previously paid.

15.4 Termination by 360 Visibility for Cause.

360 Visibility may terminate this Agreement or a Service if Customer materially breaches and fails to cure within ten (10) days after written notice. No cure period is required for fraud, misuse, illegality, insolvency, unauthorized resale, material security risk, repeated payment default, failure to provide adequate assurance or a breach incapable of cure. Termination does not relieve payment obligations.

15.5 Termination by Customer for Cause.

Customer may terminate for 360 Visibility's material breach that remains uncured thirty (30) days after written notice, without remaining Managed Services fees under Section 15.2, but Customer remains liable for accrued charges, Azure Consumption, Microsoft and third-party commitments, T&M, transition work and obligations under the CSP Agreement. Failure to meet a target is not by itself material breach where excused under the SLA Schedule, caused by Customer or a third party, dependent on Microsoft, or remedied through re-performance.

15.6 Acceleration and Debt Acknowledgement.

Upon termination, payment default, attempted Transfer, insolvency, cessation of business or failure to provide adequate assurance, 360 Visibility may invoice all accrued and remaining committed Managed Services amounts immediately. Customer acknowledges those amounts are a presently due contractual debt for agreed Services and commitments and not a penalty. Amounts not yet determinable may be reconciled later. Any provider credit applies only after actual receipt by 360 Visibility.

15.7 Survival.

This Section survives expiry, termination, Transfer, suspension, change of provider, insolvency and cessation of business until all obligations are fully paid and performed.

16. No Avoidance and Non-Solicitation

16.1 No Avoidance.

During the Term, Customer shall procure from and pay 360 Visibility for the Managed Services and quantities committed under the Order Form. Replacement, duplication, migration, change of provider, Transfer request, tier downgrade or discontinuation does not reduce the MTC or payment obligations.

16.2 Non-Solicitation.

During the Term and for twelve (12) months afterward, Customer shall not directly solicit for employment or engage 360 Visibility personnel who materially performed Services for Customer without written consent. General advertising not targeted at those personnel is permitted.

17. Customer Responsibilities

Customer is responsible for: (a) fitness for purpose; (b) secure credentials and MFA; (c) user and personnel training; (d) all activity under Customer accounts; (e) preventing unauthorized access; (f) prompt incident notice; (g) authorized contacts; (h) legal, regulatory and industry compliance; (i) lawful Customer Data; (j) software licensing and BYOL eligibility; (k) timely approvals, information and access; (l) connectivity and third-party contracts; (m) end-user support unless purchased; (n) reviewing and acting on reports and recommendations; (o) backup, recovery and business continuity except where expressly included; (p) defining and approving retention, RPO, RTO, DR, security, identity and compliance requirements; and (q) maintaining funds and valid payment methods for all commitments.

If Customer declines or fails to act on a written recommendation, 360 Visibility is not responsible for consequences arising from that decision, SLA coverage may be suspended for affected components and resulting remediation is billable T&M.

18. Confidentiality

Each party shall protect the other's Confidential Information using reasonable care, use it only to perform or enforce this Agreement and disclose it only to persons who need to know and are bound by obligations at least as protective.

19. Data

19.1 Privacy and Location.

Each party shall comply with applicable data-protection laws. Microsoft's Data Protection Addendum governs Microsoft's processing. Customer acknowledges providers may process data outside Canada, including the United States.

19.2 Return and Deletion.

After written request, payment or security for all amounts due and subject to technical feasibility, 360 Visibility will provide a standard export of Customer Data in its possession. Transition effort is billable T&M. 360 Visibility may delete remaining data thirty (30) days after termination unless legally prohibited.

19.3 Operational Data.

360 Visibility may collect configuration, telemetry, performance, consumption and incident data to deliver and improve Services and may use aggregated or de-identified data for benchmarking and reporting.

20. Intellectual Property

360 Visibility and its licensors own all rights in Services, tooling, scripts, automation, runbooks, templates and methodologies, excluding Microsoft services and Customer Data. Customer receives a non-exclusive, non-transferable licence to use deliverables for internal business purposes during the Term. No ownership transfers.

21. Warranties and Disclaimers

21.1 Performance Warranty.

360 Visibility warrants that it will perform Managed Services professionally and consistently with generally accepted industry practice. Customer's exclusive remedy is re-performance if Customer gives written notice within thirty (30) days after the deficient Service.

21.2 Disclaimer.

EXCEPT FOR SECTION 21.1, SERVICES ARE PROVIDED "AS IS." 360 VISIBILITY DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY AND OTHER WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS, NON-INFRINGEMENT AND WARRANTIES ARISING FROM COURSE OF DEALING. 360 VISIBILITY DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION, DETECTION OR CORRECTION OF ALL DEFECTS OR VULNERABILITIES, SECURITY FROM COMPROMISE, OR ANY COST, SAVINGS, RECOVERY OR PERFORMANCE RESULT.

22. Indemnity

Customer shall defend, indemnify and hold harmless 360 Visibility, its affiliates and personnel from third-party claims, losses and expenses arising from Customer's breach of this Agreement, the CSP Agreement, provider terms, Customer Data, misuse, unauthorized ordering or use, failure to maintain security, or Azure Consumption in Customer's tenant, except to the extent caused by 360 Visibility's willful misconduct.

23. Limitation of Liability

23.1 Cap.

Except for Customer's payment obligations, breach of provider terms, indemnity obligations, fraud or willful misconduct, each party's aggregate liability is limited to Managed Services Fees paid under this Agreement in the twelve (12) months preceding the event. Azure Consumption and pass-through charges are excluded from the cap calculation.

23.2 Excluded Damages.

Neither party is liable for indirect, incidental, special, consequential, exemplary or punitive damages, or loss of profits, revenue, data or goodwill. This does not limit Customer's obligation to pay agreed fees, committed charges, provider costs, interest or collection costs.

23.3 Provider Services.

360 Visibility is not liable for Microsoft or third-party services, failures, policy changes, transfer decisions, price changes or refusal to grant a credit or refund.

24. Cyber Insurance

Customer shall maintain commercially reasonable cyber insurance and accepts responsibility for charges and losses resulting from cyber events in its environment. Customer shall indemnify 360 Visibility for claims arising from failure to maintain reasonable cybersecurity measures or required insurance. A Service Tier is not a substitute for insurance or a guarantee against compromise.

25. Export, Sanctions and Anti-Corruption

Customer represents it is not a sanctioned party and shall comply with Canadian, U.S. and applicable international export-control, economic-sanctions and anti-corruption laws.

26. Marketing Use of Name

360 Visibility may use Customer's name and logo in client lists and case references without disclosing Confidential Information. Customer may opt out by written notice.

27. Force Majeure

360 Visibility is not liable for delay or failure caused by events beyond its reasonable control, including supplier failures, cyberattack on third-party infrastructure, network failures and Microsoft outages. Force majeure does not excuse Customer's obligation to pay accrued or committed amounts.

28. Notices, Electronic Signatures and Counterparts

Notices must be in writing and sent to addresses stated in the Order Form or later updated in writing. Electronic signatures, click acceptance, electronic orders and counterparts are valid. Non-renewal, termination, dispute and Transfer notices are effective only on receipt by 360 Visibility at the designated address or email.

29. Assignment

Customer may not assign this Agreement, an Order Form or payment obligation without 360 Visibility's written consent. 360 Visibility may assign to an affiliate, financing party or in connection with a merger, acquisition, reorganization or sale of substantially all assets. Assignment does not release Customer unless expressly agreed in writing.

30. Governing Law

This Agreement is governed by Ontario law and the federal laws of Canada applicable in Ontario. The parties submit to the exclusive jurisdiction of courts in Toronto, Ontario.

31. Entire Agreement, Severability, Waiver and Survival

This Agreement, Schedule A, the SLA Schedule, Order Forms, SOWs, the CSP Agreement and incorporated provider terms form the entire agreement concerning the subject matter. If a provision is unenforceable, it shall be enforced to the maximum lawful extent and the remainder remains effective. Failure or delay to enforce is not a waiver. Sections 3, 5.4, 6, 8 through 20 and 22 through 31, and all provisions that by their nature should survive, survive expiry or termination.

Schedule A - Azure Managed Services Service Catalog

This Schedule describes included Managed Services for each Service Tier. Pricing, percentages, MMF, included hours and the Managed Environment appear in the Order Form. Legend: Included = included in tier; Advisory = advice only, with execution billable unless otherwise stated; Excluded = available T&M or under SOW.

Part 1 - Azure Core (Tier 1): Reactive T&M

Tier 1 is not a managed tier. Customer retains responsibility for design, operation, security, monitoring, patching, backup and cost management.

Included

- Azure subscription provisioning and tenant association under CSP
- Consolidated Azure billing
- Billing enquiry and reconciliation support
- Subscription administration on request
- Escalation of Microsoft platform issues
- Support desk access on a T&M basis
- Renewal and commitment-expiry notifications

Delivery Model

- All effort is billable at applicable T&M rates
- Work is scheduled based on resource availability
- After-hours effort is premium-rate
- Customer approval is required unless pre-authorized

Not Included

- Proactive monitoring or incident detection
- SLA response or resolution targets
- Consumption oversight, cost reporting or optimization
- Security posture or vulnerability management
- Governance, tagging, policy or RBAC administration
- Patch, backup or disaster-recovery management
- Architecture, documentation or service reviews

Part 2 - Azure Advanced (Tier 2): Oversight and Advisory

Tier 2 includes Tier 1 plus governance, monitoring, reporting and recommendations. Execution beyond included incident effort or hours is billable T&M.

Governance and Administration

- Management-group, subscription and resource-group baseline
- Tagging standards and compliance reporting
- Quarterly RBAC access reviews
- Azure Policy baseline and drift reporting
- Resource locks and naming standards
- Environment inventory

Consumption and FinOps Oversight

- Budget and anomaly-alert configuration
- Monthly cost variance reporting
- Cost allocation and showback reporting
- Reservation and Savings Plan tracking
- Spend forecasting
- Anomaly investigation

Optimization and Advisory

- Quarterly rightsizing and waste review
- Reservation, Savings Plan and Hybrid Benefit analysis
- Azure Advisor review
- Non-production schedule recommendations
- Written recommendations; execution billable unless included

Monitoring and Incident Management

- Azure Monitor and Log Analytics baseline
- Business-hours platform and resource-health monitoring
- Defined alert configuration
- Backup-outcome monitoring
- Incident triage under SLA Schedule
- Microsoft support escalation

Security Posture Oversight

- Defender for Cloud posture reporting
- Prioritized security recommendations
- MFA and Conditional Access posture reporting
- Quarterly privileged and guest access review
- Lifecycle and vulnerability notifications

Service Management

- Named account contact
- Quarterly service review
- Monthly report package
- Support portal access
- Roadmap and lifecycle notifications

Excluded

- General 24x7 monitoring
- Execution beyond effort limits
- Patch and guest-OS management
- Backup-policy administration and restore testing
- Formal change management
- Maintained runbooks and as-built documentation
- Root-cause reports
- Project Services

Part 3 - Azure Managed (Tier 3): Managed Operations

Tier 3 includes Tier 1 and Tier 2 plus day-to-day operational execution for the Managed Environment under change control.

24x7 Operations

- 24x7x365 monitoring for in-scope production workloads
- 24x7 response to Urgent and Business Critical incidents
- In-scope alert remediation
- Performance and capacity management
- Root-cause report for Urgent and Business Critical incidents
- On-call escalation path

Patch and Configuration Management

- Azure Update Manager for in-scope IaaS VMs
- Pre- and post-patch validation
- Monthly patch compliance reporting
- VM agent and extension lifecycle management
- Configuration drift remediation
- Certificate-expiry monitoring
- Documented change management

Backup, Recovery and Continuity

- Azure Backup policy administration
- Daily backup-job verification
- Retention management to Customer-approved requirements
- Restore execution on request
- Semi-annual restore validation
- ASR administration and DR runbooks where licensed and in scope
- Annual DR test where stated in Order Form

Security Management

- Defender for Cloud remediation execution
- Vulnerability prioritization and in-scope remediation
- Security baseline administration
- Conditional Access and identity-governance administration
- PIM administration where licensed
- Security-incident triage and coordination
- Monthly security posture reporting
- Key Vault and secrets lifecycle administration

Active FinOps

- Approved rightsizing and decommissioning
- Non-production schedules
- Reservation and Savings Plan purchase management on approval
- Monthly optimization reporting
- Showback and chargeback reporting
- Anomaly investigation and corrective action

Architecture and Documentation

- Named Technical Account Manager and allocated Cloud Architect
- Annual Well-Architected assessment
- Architecture review of proposed changes
- Maintained as-built documentation and runbooks
- Environment register
- Monthly service review and quarterly executive review
- Technology roadmap planning
- Included advisory hours as stated in Order Form

Excluded

- Migrations, new builds, application development and major architecture change
- Application-layer and custom-code support unless listed
- End-user helpdesk unless purchased
- On-premises infrastructure outside Managed Environment
- SOC, threat hunting and forensics unless purchased
- Certification or audit attestation
- Effort beyond stated included hours

Part 4 - Tier Comparison Matrix

Service Element	Tier 1	Tier 2	Tier 3
CSP provisioning and billing	Included	Included	Included
Reactive support desk	T&M	Included	Included
SLA coverage	-	Yes	Yes
Support coverage	T&M, no targets	Business hours + critical after-hours	24x7 for Urgent / Business Critical
Governance and RBAC	-	Included	Included
Cost oversight	-	Included	Included
Optimization execution	-	Advisory	Included
Resource health monitoring	-	Business hours	24x7
Alert remediation	-	Limited	Included
Security remediation	-	Advisory	Included
Patch management	-	-	Included
Backup administration	-	Monitoring only	Included
Restore and DR testing	-	-	Included where in scope
Formal change management	-	-	Included
Root-cause reports	-	-	Urgent / Business Critical
Maintained runbooks	-	-	Included
Service review	-	Quarterly	Monthly + quarterly executive
Project Services	SOW	SOW	SOW

Assumptions and Notes

(1) Services apply only to the Managed Environment identified in the Order Form.

(2) Microsoft-dependent services require appropriate licensing and availability.

(3) Execution means 360 Visibility performs approved changes under change management; Customer retains responsibility for Customer-directed decisions.

(4) The SLA Schedule governs timing and support coverage; this Schedule governs scope.

(5) Nothing limits Customer's responsibility for Azure Consumption or commitments under the CSP Agreement.

CUSTOMER ACKNOWLEDGEMENT

By accepting this Agreement or an Order Form, Customer acknowledges that Managed Services are separate from Azure Consumption and provider commitments; fixed-term Managed Services fees may remain payable for the full Term; changing providers, transferring subscriptions, downgrading, suspending or discontinuing use does not itself cancel committed charges; and Customer retains responsibility for business, security, compliance, backup-retention and continuity decisions.