



Professional Services Terms of Trade

1. Introduction

These terms and conditions ("Terms") govern the provision of Control and DSP consulting, programming, and commissioning services ("Services") by Osborn Audio ("Service Provider") to the client ("Client").

By engaging the Service Provider, the Client agrees to be bound by these Terms.

2. Services

The Service Provider agrees to provide the Services as described in the attached Statement of Work ("SOW"). Any changes to the scope of Services by the Client must be agreed upon in writing by both parties.

The Client must provide detailed drawings, an equipment list, any relevant product feature licenses, and a solution outline ("Brief") as part of the engagement.

The Service Provider may operate on a Fixed Price or a Time and Materials basis. It may also agree to perform the work initially on a Time and Materials basis and, when details of the work are defined and agreed, and when all unresolved issues have been resolved, to proceed on a Fixed Price basis.

3. Engagement Requirements

The Client must ensure that all rooms that require access are practically completed, debris-free, and that all work is undertaken in a noise-free environment.

The Client must provide the Service Provider with an authorised Purchase Order for the works.

The Client must provide system drawings and an equipment list as part of the engagement.

4. Client Obligations

1. Operate the delivered solution according to the instructions provided by Osborn Audio.
2. Create and maintain an operating environment that can run the solution as designed.
3. Administer the operating environment in a professional manner (including, but not limited to, performing backups, monitoring solution logs, maintaining user access security, provision of a disaster recovery environment that allows the solution to operate should the main environment become non-operational.)
4. Notify Osborn Audio of any suspected defects in a timely manner.
5. Notify Osborn Audio immediately if there is an issue with the Services provided.
6. Make timely and clear decisions and provide instructions to avoid delays and interruptions that may impact on Osborn Audio, its ability to fulfil its service obligation to the Client and the costs it incurs to deliver agreed product or service.
7. The Client must take all steps necessary to protect all Intellectual Property provided by Osborn Audio within the solution provided.
8. Comply with all laws and guidelines concerning your use of the Services provided.
9. Notify Osborn Audio immediately of any change to your details.



Professional Services Terms of Trade

5. Professional Service Fees

The Client agrees to pay the Service Provider the fees specified in the SOW.

Normal Business Hours are Monday to Friday, 8am to 6pm.

The following after hours loading is applicable to the ordinary professional service fees:

- i. Monday-Saturday - multiple of x 1.5
- ii. Sunday - multiple of x 2.

All professional fees are subject to GST.

Consulting, Programming & Desktop Support

Consulting, Programming and Desktop Support service provided by the Service provider charged by the hour with a minimum charge of 1 hour.

Commissioning Services

On-site commissioning provided by the Service provider charged at the half day or full day rate.

Commissioning Services is subject to the Travel terms outlined below.

On-site Support

On-site Support provided by the Service provider charged at the hourly rate with a minimum of two hours inclusive of travel.

On-site support is subject to the Travel terms outlined below.

6. Travel

Travel Time

Travel time outside of the Perth metro area is chargeable at the quoted hourly rate and inclusive of fuel costs when provided by the Service Providers vehicle.

Travel time may be captured within the day rate depending on the total travel/on-site duration at the Service Providers discretion.

Remote Travel Expenses

Remote Travel by the Service Provider is defined as any travel to/from site greater than 1 hour in duration.

Flight and other road transportation costs are chargeable at cost plus 10% unless otherwise provided by the Client.

Reasonable accommodation costs for projects outside of the Perth metro area are chargeable at cost plus 10% unless otherwise provided by the Client.

Per Diem costs of \$100/day for projects outside of the Perth metro area are chargeable per night where remote accommodation is also required.

All travel time and expense costs are subject to GST.



Professional Services Terms of Trade

7. Payment

Invoices will be issued at the completion of each project phase, as stated in the SOW and are payable within 7 days of the invoice date.

Overdue payments shall incur interest at a rate of 1% per month on the outstanding balance.

8. Cancellation Policy

The Client may cancel the Services by providing a minimum of 7 days written notice.

If the Client cancels or re-schedules the Services with less than 7 days' notice, a cancellation fee of 100% of the total fees shall apply.

If the Client provides at least 14 days' notice, a cancellation fee of 25% of the total fees shall apply.

All out-of-pocket expenses incurred by the Service Provider prior to cancellation shall be charged.

9. Rescheduling Policy

Rescheduled bookings may incur the terms of the Cancellation Policy at the Service providers discretion, subject to the circumstances.

10. Confidentiality

Both parties agree to keep confidential any proprietary information disclosed during the engagement. This obligation shall survive the termination of this agreement.

11. Intellectual Property

All intellectual property rights in any materials created by the Service Provider while providing the Services shall remain the property of the Service Provider, unless otherwise agreed in writing.

12. Liability

The Service Provider shall not be liable for any indirect, incidental, or consequential damages arising out of or in connection with the provision of the Services.

The Service Provider's total liability shall not exceed the total fees paid by the Client under this agreement.

13. Governing Law

This agreement shall be governed by and construed in accordance with the laws of Western Australia.

14. Dispute Resolution

Any disputes arising out of or in connection with this agreement shall be resolved through arbitration in Western Australia.



Professional Services Terms of Trade

15. Miscellaneous

Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

Agreement

This agreement shall commence on the date of acceptance and continue until the completion of the Services, unless terminated earlier by either party with 14 days written notice.

In the event of termination, the Client shall pay for all Services and out-of-pocket expenses rendered up to the termination date.

Amendments

Any amendments to this agreement must be made in writing and signed by both parties.

Severability

If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.