PROFESSIONAL SERVICES TERMS & CONDITIONS

Techtonic IT Pty Ltd | ABN 16 679 286 590

These Professional Services Terms & Conditions (Terms) apply to professional services, projects and project-related work supplied by Techtonic IT Pty Ltd (ABN 16 679 286 590) (Techtonic IT) to the Client. They form part of, and are to be read with, each accepted quote, proposal, sales order, statement of work or other written project document (Project Document).

1. AGREEMENT AND PRECEDENCE

1.1 The agreement for a Professional Services engagement consists of the applicable Project Document and these Terms. If there is an inconsistency, the Project Document takes precedence to the extent of that inconsistency.

1.2 Where the Client also receives managed services from Techtonic IT, the Professional Services engagement remains a separate engagement unless the relevant documents expressly state otherwise. The Managed Service Agreement and Techtonic IT's Managed Services Terms & Conditions continue to govern the Client's managed services.

1.3 The Client accepts a Project Document and these Terms by signing the Project Document (including by electronic signature), confirming its acceptance in writing (including by email), paying a deposit or invoice issued for it, or instructing Techtonic IT to proceed with the work after the Project Document has been provided to the Client.

2. PROFESSIONAL SERVICES

2.1 Professional Services include projects, implementations, migrations, deployments, upgrades, relocations, new systems or platforms, SharePoint or other solution builds, infrastructure rollouts, consulting, remediation work and other work that Techtonic IT agrees to perform outside ordinary managed support. The scope, deliverables, assumptions, exclusions, timing and fees are those stated in the applicable Project Document.

2.2 Unless expressly included in a Project Document, Professional Services do not include ongoing support, monitoring, maintenance, managed services, recurring licences, telecommunications services or other continuing services after project completion.

3. SCOPE AND CHANGES

3.1 Techtonic IT will perform the Services within the agreed scope. Any request, circumstance or requirement that changes the scope, deliverables, assumptions, dependencies, quantity of work, project timetable or resources may be treated as a variation. Techtonic IT may provide a revised quote, change request or written estimate before performing material out-of-scope work.

3.2 Where urgent work is reasonably required to protect systems, data, security or continuity, or where the Client directs Techtonic IT to proceed with additional work, Techtonic IT may perform that work and charge it at the applicable agreed rate or, if no rate is specified, at the hourly rate in clause 8.1. Where Techtonic IT performs urgent work without the Client's prior approval, it will notify the Client as soon as reasonably practicable.

4. CLIENT OBLIGATIONS

4.1 The Client must provide timely access to personnel, premises, systems, accounts, credentials, information, approvals, decisions and other dependencies reasonably required to perform the Services. The Client is responsible for ensuring information and instructions supplied to Techtonic IT are complete and accurate and that it has authority to provide all access, data and materials.

4.2 The Client must maintain appropriate licences, subscriptions, internet, power, supported systems and backups unless the Project Document expressly states that Techtonic IT will provide them. Techtonic IT is not responsible for delay, additional cost or failure caused or contributed to by the Client's failure to meet its obligations.

5. PROJECT DELIVERY AND ACCEPTANCE

5.1 Project dates, milestones and completion estimates are based on information and dependencies known when the Project Document is prepared. Unless expressly stated as guaranteed, dates are estimates and may change due to Client delay, third-party delay, scope changes, product availability, technical issues or circumstances beyond Techtonic IT's reasonable control.

5.2 A deliverable is considered completed when Techtonic IT has substantially performed the work described for that deliverable. Minor defects, outstanding documentation or items that do not materially prevent the intended use of the deliverable do not, by themselves, prevent completion.

5.3 Techtonic IT may notify the Client when a deliverable or the project is complete. Within 5 Business Days after that notice, the Client must either confirm acceptance or notify Techtonic IT in writing of each material respect in which the deliverable does not conform with the Project Document. If the Client does not do so within that period, or begins using the deliverable in its live business operations, the deliverable is taken to be accepted.

5.4 Techtonic IT will remedy any non-conformity notified under clause 5.3 within a reasonable time, after which the acceptance process in clause 5.3 applies again to the remedied item only. Acceptance does not affect any right the Client has that cannot lawfully be excluded.

6. THIRD-PARTY SERVICES

6.1 Professional Services may depend on products or services supplied by Microsoft, telecommunications carriers, cloud providers, software vendors, distributors, manufacturers or other third parties. Techtonic IT does not control those third parties and is not responsible for their outages, delays, defects, discontinuations, security incidents, changes or failures except to the extent directly caused by Techtonic IT's own breach or negligence.

6.2 Third-party licences, subscriptions and services are subject to the relevant supplier terms. Supplier-imposed price increases, taxes, exchange-rate impacts, compulsory plan changes and other third-party charges may be passed through to the Client. The Client remains responsible for non-cancellable third-party commitments entered into for the Professional Services, including Microsoft and other subscriptions purchased on an annual or multi-year commitment term.

7. EQUIPMENT AND PROCUREMENT

7.1 Hardware, software, licences and other items may be ordered once the Client has accepted the applicable Project Document and met any required payment conditions. Techtonic IT may require full payment before procurement. Orders may be non-cancellable once placed with a supplier.

7.2 Product availability, delivery dates and manufacturer warranties are subject to the relevant supplier or manufacturer. Where Techtonic IT has supplied an incorrect item, Techtonic IT will arrange the appropriate correction. Otherwise, manufacturer or supplier warranty processes apply to equipment to the extent permitted by law. Title to goods supplied by Techtonic IT does not pass to the Client until all amounts owing for those goods have been paid in full, to the extent permitted by law.

8. FEES AND PAYMENT

8.1 The Client must pay the fees stated in the applicable Project Document. Unless a different rate is expressly stated, Professional Services performed on an hourly basis are charged at $220 + GST per hour.

8.2 Techtonic IT may require deposits, upfront payment, milestone payments, progress payments or payment in full before work commences or before equipment, software, licences or other commitments are ordered. Payment terms stated in the Project Document or invoice apply. If no payment term is stated, an invoice is payable within 7 days after the invoice date.

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

8.4 The Client must pay all undisputed amounts when due. If an invoice is disputed, the Client must notify Techtonic IT in writing before the due date, identify the amount disputed and provide reasonable details. The undisputed balance remains payable.

9. AMORTISED OR DEFERRED PROJECT FEES

9.1 Where Techtonic IT agrees to amortise, defer or spread payment of a Professional Services fee over an agreed period, the arrangement is a payment arrangement only. It does not convert the Professional Services engagement into a month-to-month service and does not reduce the total Professional Services fee payable by the Client.

9.2 The Client remains liable for the full Professional Services fee specified in the applicable Project Document. If the relevant Professional Services engagement, Managed Service Agreement or other agreement under which the amortised fee is being paid is terminated, cancelled or otherwise ends before the full Professional Services fee has been paid, the entire unpaid balance of that Professional Services fee becomes immediately due and payable, except to the extent prohibited by applicable law.

10. NON-PAYMENT AND SUSPENSION

10.1 If an amount remains overdue, Techtonic IT may, after giving the Client at least 5 Business Days' written notice, suspend Professional Services, withhold deliverables, pause procurement or decline further work until overdue amounts are paid. Techtonic IT is not responsible for project delay or resulting costs caused by a suspension for non-payment.

10.2 Overdue amounts may accrue interest at the rate of 12% per annum, calculated daily from the due date until the date of payment. The Client must reimburse reasonable external recovery costs properly incurred by Techtonic IT in recovering overdue amounts, to the extent permitted by law.

11. INTELLECTUAL PROPERTY

11.1 Each party retains ownership of intellectual property it owned or developed independently of the Professional Services. Techtonic IT retains ownership of its pre-existing materials, methodologies, templates, tools, scripts, know-how, configurations of general application and reusable components.

11.2 Subject to full payment of all amounts due for the relevant engagement, the Client receives the rights in project-specific deliverables expressly stated in the Project Document. If the Project Document does not specify ownership, the Client receives a non-exclusive, perpetual licence to use the project-specific deliverables for its internal business purposes. Third-party materials remain subject to the applicable third-party licence terms.

12. CONFIDENTIALITY

12.1 Each party must keep the other party's Confidential Information confidential, use it only for the purposes of the engagement, and not disclose it except to personnel, professional advisers, insurers, contractors or subcontractors who need it for the purposes of the engagement and are subject to appropriate confidentiality obligations, or where disclosure is required by law.

12.2 Confidential Information does not include information that is public other than through breach, was lawfully known without restriction, is independently developed without use of the other party's Confidential Information, or is lawfully received from a third party without restriction. These obligations continue after the engagement ends.

13. DATA SECURITY AND PRIVACY

13.1 Techtonic IT will take reasonable precautions to protect Client Data in its possession or control and will comply with applicable privacy laws. If Techtonic IT becomes aware of an actual or suspected eligible data breach affecting Personal Information handled by it for the Client, Techtonic IT will notify the Client promptly to the extent permitted by law and reasonably cooperate with required assessment, containment and notification activities under the Privacy Act 1988 (Cth).

13.2 Cybersecurity is a shared responsibility. The Client is responsible for its users, passwords, access credentials, internal policies, approvals and implementation of recommendations that are outside the agreed scope. The Client must promptly notify Techtonic IT if credentials may have been compromised or if it becomes aware of a security incident relevant to the Services.

13.3 The Client must have lawful authority to provide Personal Information and Client Data to Techtonic IT and must obtain any notices, consents or permissions required by applicable law. Techtonic IT may disclose information where required by law or a lawful government direction.

14. NON-SOLICITATION

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

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

15. SUBCONTRACTORS

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

16. PUBLICITY

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

17. WARRANTIES AND AUSTRALIAN CONSUMER LAW

17.1 Techtonic IT will perform the Professional Services with due care and skill. Except for rights and guarantees that cannot lawfully be excluded, Techtonic IT does not guarantee that systems, software, networks, internet services or third-party products will be uninterrupted, error-free, completely secure or suitable for every purpose.

17.2 Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law. Where the law permits Techtonic IT to limit a remedy for a failure to comply with a statutory guarantee, Techtonic IT's liability is limited, at Techtonic IT's option, to resupplying the relevant services or paying the reasonable cost of having those services supplied again.

18. LIMITATION OF LIABILITY

18.1 To the maximum extent permitted by law, Techtonic IT's aggregate liability arising out of or in connection with a Professional Services engagement, whether in contract, tort (including negligence), statute or otherwise, is limited to the total Professional Services fees paid or payable by the Client under the applicable Project Document.

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

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

19. FORCE MAJEURE

19.1 Neither party is liable for delay or failure to perform an obligation, other than an obligation to pay an amount already due, to the extent caused by circumstances beyond its reasonable control, including natural disasters, fire, flood, pandemic, war, civil disturbance, industrial action, government action, telecommunications or utility failure, supplier failure, transport disruption, material shortages or widespread technology outages. The affected party must notify the other party as soon as reasonably practicable, take reasonable steps to minimise the impact and resume performance when reasonably possible.

19.2 Techtonic IT is not required to send personnel to a location or require personnel to perform work where Techtonic IT reasonably considers their health or safety may be at risk.

20. TERM AND TERMINATION

20.1 A Professional Services engagement continues until the Services are completed or the engagement is terminated in accordance with the applicable Project Document, these Terms or applicable law.

20.2 The Client has no general right to terminate a Professional Services engagement for convenience before completion unless the applicable Project Document expressly provides that right. A change of mind, internal budget change, change of management, change of technology strategy or decision not to proceed does not, by itself, release the Client from its contractual obligations.

20.3 If the Client materially breaches the Agreement, including by failing to pay an amount when due or failing to provide a material dependency, Techtonic IT may give written notice requiring the breach to be remedied. If a breach capable of remedy is not remedied within 10 Business Days after notice, Techtonic IT may terminate the engagement. Techtonic IT may terminate immediately where the breach is not capable of remedy, where continued performance would be unlawful or create a material security or safety risk, or where the Client becomes insolvent to the extent permitted by law.

20.4 If Techtonic IT materially breaches the Agreement, the Client may give written notice identifying the breach and requiring it to be remedied. If a breach capable of remedy is not remedied within 10 Business Days after notice, or the breach is not capable of remedy, the Client may terminate the engagement by further written notice, except where applicable law provides otherwise.

20.5 If Techtonic IT agrees to an early cancellation that the Client is not otherwise entitled to make, the Client remains liable for all amounts properly payable for the engagement, including work performed, committed project resources, completed or partially completed milestones and deliverables, hardware or software ordered, non-cancellable third-party commitments and other costs incurred for the project. Any unpaid amortised or deferred Professional Services fee becomes immediately due in accordance with clause 9 (Amortised or Deferred Project Fees).

21. TERMINATION AND TRANSITION

21.1 Termination does not affect rights or liabilities accrued before termination. Techtonic IT may withhold unpaid deliverables or transition work to the extent permitted by law until outstanding amounts are paid. Any additional transition, handover, data export, documentation or assistance requested by the Client that is outside the agreed scope may be charged at the hourly rate in clause 8.1 unless another rate is agreed.

21.2 The Client remains responsible for third-party services, licences, equipment and commitments that continue after Techtonic IT's engagement ends.

22. VARIATION

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

22.2 Updated Terms apply to new Professional Services engagements from the date they are published. For an existing engagement, an updated term applies only where the Client agrees to it in writing, where the change is required by law, or where the change does not adversely affect the Client's rights or obligations.

22.3 An update to these Terms does not, by itself, create a right for the Client to terminate an existing Professional Services engagement or avoid fees or commitments already agreed.

23. NOTICES

23.1 A notice under the Agreement must be in writing and sent to the contact details stated in the applicable Project Document or otherwise notified by a party. Email is sufficient unless the Project Document expressly requires another method.

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

24. ASSIGNMENT

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

25. DISPUTES

25.1 A party claiming that a dispute has arisen must give the other party written notice describing the dispute. Senior representatives of both parties must use reasonable efforts to resolve the dispute in good faith. If the dispute is not resolved within 20 Business Days after the notice, either party may commence court proceedings. Nothing prevents a party seeking urgent interlocutory or injunctive relief or taking steps to recover an undisputed debt.

26. GENERAL

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

26.2 **Entire agreement.** The Agreement constitutes the entire agreement concerning the relevant Professional Services engagement and supersedes prior discussions, representations and understandings concerning that engagement, except for fraudulent misrepresentation or rights that cannot lawfully be excluded.

26.3 **Electronic execution.** A Project Document may be signed or accepted electronically and in counterparts, and each party consents to the use of electronic communications for that purpose.

26.4 **Waiver and severability.** A failure or delay to exercise a right is not a waiver. Rights and remedies are cumulative unless stated otherwise. If any provision is invalid or unenforceable, it is to be read down to the extent necessary and, if it cannot be read down, severed without affecting the remaining provisions.

26.5 **Survival.** Payment obligations, confidentiality, intellectual property, privacy, data, liability, non-solicitation and any other provision intended by its nature to survive continue after the engagement ends.

27. DEFINITIONS

27.1 "Agreement" means the applicable Project Document together with these Terms.

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

27.3 "Client" means the customer identified in the applicable Project Document.

27.4 "Client Data" means data, information, files or content provided by or on behalf of the Client or accessed by Techtonic IT in performing the Services.

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

27.6 "Managed Service Agreement" means a managed services agreement signed by the Client and Techtonic IT, however titled.

27.7 "Personal Information" has the meaning given under the Privacy Act 1988 (Cth).

27.8 "Professional Services" or "Services" means the project, consulting, implementation or other professional services described in the applicable Project Document.

27.9 "Project Document" means an accepted quote, proposal, sales order, statement of work or other written document agreed by the parties for the relevant Professional Services engagement.