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VISIUM NETWORKS PTY LTD: Terms and Conditions of Supply of Services

Client agrees to the following terms and conditions:

1. Monitoring Service Level Agreement

(a) Visium Networks Pty Ltd ("VISIUM") agrees to monitor the client's security system as per our current standard action plan as updated by Visium/client from time to time and notified to the Client. Any variation subsequent to the date hereof to the level of services to be supplied under your nominated client service plan pursuant to this agreement must be applied for by client and agreed to in writing by Visium, Visium reserves the right to refuse requests for such variations if they are unsupportable for Visium.

(b) Payment terms for the Client service plan nominated by the Client in Paragraph B (the Visium Services Agreement) above are: Payment must be made by the end of the month in respect of which the services have been invoiced. Services will be invoiced by Visium on or about the 28th of each month in advance for the following month's services. Any additional charges (including additional remote services work and manpower services) are billed monthly in arrears and are payable within 30 days of invoice save for manpower services which are payable strictly within 14 days of invoice.

(c) Contract term and Termination: It is agreed that the Minimum contract term from the Client's initial commission of Visium is three months. Thereafter, the Client agrees that it will be necessary to provide 28 days written notice to Visium of client's intention to terminate this agreement. Notices of cancellation are only valid if sent by email to cancellations@visium.com.au.

(d) Client's responsibility: It is the client's responsibility to ensure that the system is armed up when any given alarm area of the site is vacant. Whilst Visium provides a late to close (late to arm) service, this is a notification service only where our arming of Client's system is to be done in accordance with Viscum's best endeavours, it is not guaranteed. Client should advise all staff, who have the potential to be the last to leave a given alarm area, that they must ensure it is armed before vacating site.

2. Preventative Maintenance (System Check)

(a) As per the plan listed in this document Visium Networks agrees to provide an annual preventative maintenance visit:
INCLUDES:

- Service and test alarm control system according to Australian Standards
- Inspect all batteries, report any defects, and current lifespan
- Walk Test alarm, camera traps & public address system to Control Room
- Labor to complete check

(b) Exclusions: Preventative maintenance agreement allows for a single technician only and does not cover out of warranty equipment or Specialised lift hire. Any additional labor required in **order** to meet Client's site safety requirements, for example a spotter for lift hire use is to be provided by the client or by Visium Networks at an additional charge.

(c) Payment terms: Preventative maintenance is billed monthly and performed yearly unless stated otherwise. Preventative Maintenance visits will be initially scheduled by Visium Networks where Client will be notified of the initial visit, thereafter Preventative Maintenance visits will occur within a calendar month either side of the initial date yearly. Scheduling is designed to save costs so that sites, particularly in regional areas can be grouped geographically.

(d) Contract term and Termination: The minimum contract term from the initial payment is 13 months. Thereafter, Client agrees that it will be necessary to provide 28 days' written notice to Visium of Client's intention to terminate this agreement. Notices of cancellation notices are only valid if sent by email to: cancellations@visium.com.au

(e) Clients' responsibility: Failure to conduct preventative maintenance increases the risk that Client's system may not function as required, when required and impede client's ability to claim on 3rd party or other insurance.

3. Camera Cleaning

(a) As per the plan listed in this document Visium Networks agrees to provide an annual Camera Cleaning visit:
INCLUDES:

- Clean all cameras and intruder motion detectors.
- Labor to complete check

(b) Exclusions: Camera Clean maintenance agreement allows for a single technician only and does not cover out of warranty equipment or Specialised lift hire. Any additional labor required in order to meet Client's site safety requirements, for example a spotter for lift hire use is to be provided by the client or by Visium Networks at an additional charge.

(c) Payment terms: Camera Clean is billed monthly and performed yearly unless stated otherwise. Camera Clean visits will be initially scheduled by Visium Networks where Client will be notified of the initial visit, thereafter Camera Clean visits will occur within a calendar month either side of the initial date yearly. Scheduling is designed to save costs so that sites, particularly in regional areas can be grouped geographically.

(d) Contract term and Termination: The minimum contract term from the initial payment is 12 months, and the first annual visit will occur 12 months from the first monthly payment. Thereafter, Client agrees that it will be necessary to provide 28 days written notice

to Visium of Client's intention to terminate this agreement. Notices of cancellation notices are only valid if sent by email to: cancellations@visium.com.au

(e) Clients' responsibility: Failure to conduct camera cleaning increases the risk that Client's system may not function as required, when required and impede client's ability to claim on 3rdparty or other insurance

4. Protégé GX Alarm & Access Control Cloud Hosted Software Management System

(a) Visium Networks agrees to host the customers Protege GX Software including:

- Data hosting (Australia) and redundancy
- Server maintenance and anti-virus
- GX software licensing including controller, door, operator and user licensing.
- Software updates as released by the manufacturer ICT and as applied at Visium Networks discretion.
- Protégé GX alarm, access control and system logs are online and are accessible live via web interface at either http://manage1.visium.com.au or http://manage2.visium.com.au (depending upon where your site is situate) for a period of 2 to 3 months. Alarm and access control data is archived off for a minimum of two years and retrievable on written request – email customerservice@visium.com.au to access archived logs.

All programming changes made within Visium's Web Portal are logged to the operator effecting the change.

(b) Plans.

L1 Plan. For Small Protege GX systems

L2 Plan. For Medium Protege GX systems

L3 Plan. For Large Protege GX systems

(c) Payment terms for Client's nominated service plan are: Payment must be made by the end of the month in respect of which the services have been invoiced. Services will be invoiced by Visium on or about the 28th of each month in advance for the following month's services.

(d) Contract term and Termination: Minimum contract term from the initial commission is three months Thereafter, Client agrees that it will be necessary to provide 28 days written notice to Visium of Client's intention to terminate this agreement. Notices of cancellation notices are only valid if sent by email to: cancellations@visium.com.au .

(e).Client Responsibilities: It is the Client's responsibility to ensure all persons the Client has authorised to access the site via pin code, card, remote or manage.visium.com.au: have a clear police record and that those persons who hold credentials are removed from relevant databases upon discontinuation of employment or contract.

5. Telecommunications services

(a) Visium Networks reserves the right to cancel services where the user has exceeded fair usage policy as per the plans data allocation

(b) Service speeds for services such as DSL and 3G/4G may depend on environmental factors beyond Visium's control, for example degraded PSTN line that our DSL is applied to or poor 3G/4G coverage area. Failure of communications services beyond Visium's control (i.e. with the tier 1 carrier or due to client's cabling or wireless environment) that result in security systems complete communications failure that then results in manpower patrols or static guard costs shall not be at Visium Networks expense.

(c) Payment terms for Client's nominated service plan are 30 Days from end of the month in respect of which Payment must be made by the end of the month in respect of which the services have been invoiced. Services will be invoiced by Visium on or about the 28th of each month in advance for the following month's services.

d) Contract term and Termination: Minimum contract term from the initial commission is three months. Thereafter, Client agrees that it will be necessary to provide 28 days' written notice to Visium of Client's intention to terminate this agreement. Notices of cancellation notices are only valid if sent by email to cancellations@visium.com.au.

6. Service Rates (rates subject to change without notice):

Monday to Friday 8am to 5pm

- Call Out Fee (includes the first half hour service): $250 +GST
- Additional Service Labour: $149.50 +GST per hour
- Specialist Labour (Network System Engineer): $195 +GST per hour

Afterhours/Weekend Service

- Call Out Fee (plus minimum 4 hours labour service): $1600 +GST
- Additional Service Labour (where exceeding 4 hours labour) incurs an additional $200 +GST per hour

Travel Cost (for sites further than 50km from the hub)

- Travel after the first 50kms from Hub: $2 +GST per km
- Hubs Include:
    - Hallam, Vic
    - Melbourne, VIC
    - Adelaide, SA
    - Sydney, NSW
    - Brisbane, QLD
    - Perth, WA

Remote Support (work not included in Visium warranty or monitoring service plans)

- Visium Remote Support: $99.00 +GST per hour
- Remote Services:
  - Alarm system user programming
  - Alarm system access / door group modifications
  - Alarm system operation modification
  - DVR PTZ tour programming
  - Video incident investigation

7. Payment

7.1 Major Projects:

50% Deposit - **Due on Invoice, Payable prior to start**
40% Progress - **Due 14 days - Billed when parts shipped and pre-cabled**
10% Balance - **Due 14 days from final commissioning**
Project variations **- Balance due 14 days from date of invoice**

7.2 Services:

Field service work: **Billed on completion, 14 Day terms**
Monitoring Services, communications and monthly PM**: 30 day end of month term.** Invoices will be sent 28th of each month for the period of the next calendar month

7.3 All Static Guards & Patrol Guards Billed Strictly 14 Day terms

Visium Networks strives to accommodate a wide range of billing requests for our valued customers. However, due to the increasing volume and the resulting operational impact on our team, we wish to advise the following:

(a) We are unable to log into third party software platforms to enter invoices into your accounting system on your behalf.

(b) If a purchase order is required on your invoices, it must be provided prior to invoicing. We are unable to amend and reissue invoices to include individual purchase orders after they have been raised and sent.

For customers who require purchase orders on recurring monthly service invoices, we recommend issuing a blanket purchase order to cover these ongoing charges.

8. Delays

8.1 Site Readiness & Access

The Client/Principal Contractor must ensure that the site is fully accessible, safe, structurally/civically ready, and compliant with all relevant Work Health and Safety (WHS) standards prior to the scheduled arrival of Visium Networks personnel. This includes, but is not limited to, ensuring all necessary conduits, cable pathways, structural mountings, data racks, and unhindered physical access to high-level or restricted areas are provided.

8.2 Third-Party & Client Delays

Visium Networks Pty Ltd ("Visium Networks") shall not be held liable or responsible for any failure, delay, or interruption in performing the agreed scope of works where such delay arises from, or is contributed to by:

The acts, omissions, or project timeline slippages of the Client, Principal Contractor, or their employees/agents.

Third-party contractors engaged directly by the Client or Principal Contractor (including civil builders, electrical contractors, or client IT departments).

The unavailability or unreadiness of network infrastructure, switches, IP allocations, or IT/firewall permissions required for commissioning CCTV or safety access systems.

8.3 Delay, Standby Charges, and Variation

Where works are delayed, obstructed, or suspended due to a breach of Clause 8.3 or 8.4, Visium Networks reserves the right to charge a standby and disruption fee at our standard commercial hourly rate per technician, plus any additional mobilization or equipment hire costs incurred (e.g., scissor or boom lifts retained on site), over and above the original quoted sum. This will be treated as a contract variation.

8.4 Progress Payments and Liquidated Damages

(a) Delays or suspensions caused by the Client, Principal Contractor, or their third-party dependencies will not alter, defer, or suspend the obligation to pay invoices. Visium Networks is entitled to issue progress invoices for works performed, equipment staged, or milestones reached up to the date of the delay.

(b) Visium Networks shall be granted an automatic Extension of Time (EOT) equivalent to the period of any delay caused by the Client, Principal Contractor, or third parties, and shall be fully indemnified against any liquidated damages (LDs) or delay penalties resulting from such hold-ups.

9. Variation and Additional Compliance Fees

9.1 Variations to Quote Induction, Prequalification and Third-Party Digital Platform Requirements

Any fees, costs, charges or expenses incurred by Visium Networks in complying with or completing:

(a) site inductions, mandatory onboarding, or access requirements imposed by the Customer or any third party;

(b) registrations, assessments, submissions or compliance obligations required by third-party digital platforms, including but not limited to, supply chain risk management systems, contractor prequalification platforms and legislative duty-of-care compliance systems; and

(c) preparing, uploading or submitting documentation or responding to requests from such platforms, are expressly excluded from the Quote and shall be invoiced to the Customer as additional charges.

9.2 Variations to Quote

The customer must disclose all operational, access, site and compliance requirements relevant to the works, including operating hours, site inductions, administrative obligations and any third-party contractor compliance or management systems. Any costs, fees, delays or additional labour associated with compliance—whether internal or third-party, will need to be borne by the customer and where they are not disclosed at the time of quoting, these additional costs will be treated as a variation and may result in an adjustment to pricing and/or project timeframes.

Any work, materials, services or requirements that fall outside the scope of the agreed Quote will constitute a variation. All variations will be invoiced separately. The Customer acknowledges and agrees that all costs arising from such variations are payable by the Customer.

9.3 Customer Liability for Additional Fees

The Customer is responsible for all additional fees described in this clause, and such fees will be invoiced separately to the Customer in addition to the agreed Quote. These charges may include, but are not limited to, employee time spent attending inductions, completing administrative tasks, uploading or submitting compliance documentation or responding to third-party digital platform requirements.

94 Australian Consumer Law

Nothing in this clause excludes, restricts or modifies any rights or remedies available to the Customer under the Australian Consumer Law.

10. General

10.1 Warranty

All goods supplied to the Customer by Visium are warranted as follows:

Our Warranty covers the repair or replacement of any faulty product and/or (if relevant) the rectification of services. It does not serve as insurance against losses or damage of the Client's property, premises, contents or 3rd party assets stored by the Client on the premises.

Our Warranty is void if Client does not meet AS2201.1 Australian Standard for intruder alarm system or if product is damaged or destroyed by the Client or any other person than a representative of Visium.

Our Warranty start date is calculated from the date of install and extends for 1 year in respect of labour and manufacturer's warranty in respect of parts.

Visium's warranty covers the equipment sold by it to the Client, as installed as part of the quote for supply and fitment but **does not include** third-party systems to which security systems and network goods supplied by Visium may interface, including but not limited to door locks, automatic gates, LANs, WANs, desktop/mobile computers, and third-party software systems.

10.2 Limitation of Liability

(a) The Client agrees that it bears the sole responsibility to protect its property, and all personnel on its premises including but not limited to employees, invitees and trespassers, from all risks including theft of, and damage to property, and injury and death to persons, howsoever occasioned.

(b) Visium is not a general insurer and in no way warrants assures or insures Client's property of any class or description, nor personnel of any category on Client's premises against loss, or damage including damage by 3rd parties, death or injury.

(c) In the event that property is lost damaged or stolen, or persons are injured or die on the premises of the Client while Visium's monitoring services are employed pursuant to this Agreement and whether or not such loss damage injury or death is occasioned or contributed to by system design or malfunction, the Client hereby agrees to indemnify and save Visium harmless from all debts claims suits actions and judgments whatsoever and howsoever arising. The Client agrees that it will only make or instigate claims suits and entitlements which it may have arising from such loss, damage, injury or death against any offending 3rd party, and or the Client's insurers.

(d) Notwithstanding anything contained in the provisions above in this Paragraph, the Client agrees that the limit of the liability of Visium under the circumstances referred to in this Paragraph is:

(i) a rebate of the service fee under this Agreement for a period not exceeding 6 months.

(ii) Such additional or other compensation as may arise by operation of law.

(e) (i) The Client agrees that it is the Client's responsibility to maintain all aspects of its security system. In accordance with AS2201.1 Australian Standard for intruder alarm systems.

(ii) in addition, Client must facilitate Visium to annually carry out preventative maintenance in accordance with the Preventative Maintenance Audit list annexed hereto and the items referred to in Pars. 1 and 2 above under the heading "Preventative Maintenance". Visium agrees to carry out such annual maintenance for the fees referred to under "Current Services" in Part B) above.

10.3 Dispute Resolution

(a) Subject always to the right of Visium to terminate this contract at any time on 7 day's notice of a default by the Client in payment of any sum due to Visium under this Agreement: should a dispute arise between Visium and the Client the parties agree to the undertake the following resolution process:

* it will be deemed that there is a dispute requiring resolution upon the Client or Visium raising the dispute with the other by notice in writing. The Notice of Dispute must state:

- the nature of the dispute
- the outcome sought by the party providing the Notice of Dispute
- any action which the party providing the Notice of Dispute suggests will settle the dispute.

(b) The parties shall have 3 weeks from the date of service of the Notice of Dispute in which to negotiate a resolution to the dispute between themselves and must negotiate in good faith in that time to endeavour to settle the dispute.

(c) If the dispute is not resolved within 3 weeks, a mediator may be appointed to facilitate the resolution of the dispute. The parties must jointly agree on the identity of a mediator, and in default of agreement the mediator shall be a person nominated by the President for the time being of the Law Institute of Victoria at the request of Visium, and the cost of the mediator shall be borne equally by the parties. The mediator will not have the power to arbitrate a decision in the case but will act as an independent facilitator with the aim of brokering a settlement agreed by the parties. Both parties must attend the mediation and endeavour in good faith to resolve the dispute.

If after 30 days following the mediation the dispute is still unresolved, either party shall have the right to invoke legal proceedings. No party to a dispute within the meaning of this Paragraph shall bring legal action against another until the dispute resolution process set out herein is exhausted.

10.4 Proper Law

The proper law of this Agreement shall be the Law of the State of Victoria and the parties hereby submit to the jurisdiction of the courts of that State.

10.5 Severance

If at any time any provision hereof becomes or is determined by a Court of competent jurisdiction to be illegal, invalid or unenforceable in any respect under the laws of the State of Victoria, then such provision shall be deemed to be severed from this Deed and the legality and enforceability of all of the other provisions of this Agreement shall in no way be affected or impaired.

10.6. Whole Agreement

This Agreement contains the entirety of the agreement between the parties, and Visium has made no representations or promises to the Client other than those herein contained.

10.7 Notices:

Any notice to be given or made under this Deed shall be in writing and shall be expressed to be a notice or demand hereunder and shall be deemed duly given or made:

(a) In the case of delivery, at the time of delivery.

(b) In the case of posting, 72 hours after posting and proof that the envelope containing the notice or communication was properly addressed, prepaid, registered and posted will be sufficient evidence that the notice or other communication has been duly served or given.

(c) In the case of an email or facsimile (both of which media are included in the meaning of the term “in writing” as used in this Agreement), upon receipt by the addressee of the complete text in legible form, proof of which shall be constituted by a transmission slip printed by the facsimile machine or computer record of transmission of the E-mail by the computer from which the notice or communication was transmitted EXCEPT where the sender’s machine or computer indicates a malfunction in transmission and the recipient immediately notifies the sender of an incomplete transmission in which case the document will not be deemed to have been served.

Where the time of dispatch is after 5.00 p.m. (sender’s local time) on a business day or is on a Saturday or Sunday, the document will be deemed to have arrived at 9.00 a.m. (receiver’s local time) on the following business day.

10.8 Client Responsibilities

- To maintain the security system with minimum once per annum preventative maintenance and to repair any items as identified as being detrimental to security in this or any other security review as may be conducted onsite or remotely by Visium Networks including once off, single or multiple item security reviews, security notices or advice.
- To ensure all persons you have authorised access to site via pin code, card or remote have a clear police record and that those persons who hold credentials are removed from relevant databases upon discontinuation of employment or contract.
- To ensure that the system is armed up when any given alarm area of the site is vacant. Whilst Visium provides a late to close (late to arm) notice service, this is a back up only. Client shall advise all staff who have the potential to be the last to leave a given alarm area that they ensure it is armed before vacating site.
- To carry manual override keys for auto gates and entry doors. Electronic systems can fail for a variety of reasons including extended power outages and lightning strikes, key override in this instance may be the only safe way to enter a premises where such failure has occurred.
- It is essential that nominated contacts have their phone with them at all times and are able to respond promptly to calls or text messages from Visium.

10.9 Client Maintenance/Service Responsibility

Security systems require regular maintenance, as per Australian Standards. Please contact us at service@visium.com.au to organize yearly preventative maintenance.

Type	Mandatory Maintenance Frequency
Alarm & Video Alarm System	12 months