X4B Consultation Agreement

Revision 2

X4B's duties

The Client hereby expresses interest in engaging X4B to perform a Consultation / Management job as specified by the Client. The specifications of this job (the "Specifications") are detailed in the support ticket attached. Engineers employed by X4B will endeavour to complete the job detailed to the clients satisfaction and within the clients budget as detailed the specifications.

Termination

X4B may terminate this agreement at any time. If terminated the Client will owe only payment for the hours and costs incurred up until agreement termination.

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Compensation

The client agrees to pay a rate of $45USD/hour for engineer time and any costs incurred in the execution of this agreement. X4B will provide notice of any costs in advance. The client agrees that Compensation for the hours spent and costs incurred in the execution of this job will be considered to be non-refundable (to the maximum extent permitted under Australian consumer law).

A deposit of at-least one hour (as negotiated) will be required to be present in account balance before job begins. The client agrees to keep these funds available for the duration of the job. Payment of any outstanding hours upon the completion of the job must be made within 3 Australian working days.

Change in specifications

The client may request changes to the specifications at any time. Changes should be provided in writing and must be agreed to by X4B. X4B will provide as part the quoting process a time estimate where such an estimate is reasonably feasible. X4B will notify the client if we believe this estimate is going to be exceeded and request permission from the Client to continue.

Confidentiality

X4B shall not disclose to any third party the business of the Client, details regarding the Software, including, without limitation any information regarding the clients system, the Specifications, or the Client's business (the "Confidential Information"), (ii) make copies of

any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

The client agrees to take suitable measures to ensure that access provided to X4B and it's representatives can be revoked upon the completion of the job. X4B does not take responsibility for securing customer access upon the completion of the job. X4B recommends the use of randomized passwords which the client changes upon job completion.

Warranties

No express warranty is provided for the works completed. X4B will seek confirmation of successful completion of the work upon completion and will endeavour to the best of the engineers ability to complete the work satisfactorily as defined by the client.

In the unlikely event the client has an issue with the work completed the customer agrees to use the provided support ticket system to contact X4B and request further work. If there remained any budget upon completion of this work X4B will endeavour to utilize that in the completion of any fix, otherwise we will endeavour to work out a suitable arrangement.

No modification unless in writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

Applicable law

This Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Victoria and subject to the exclusive jurisdiction of the federal and state courts located in Victoria, Australia.

Client Signature:
_____

Client Name:
_____

Date:
_____