

# 3D Walkabout Pty Ltd – Terms & Conditions (Full)

Last updated: March 4 2026

These Terms & Conditions (“Terms”) govern all transactions between **3D Walkabout Pty Ltd (ABN 28 633 509 887)** (“3D Walkabout”, “we”, “us”, “our”) and the **Customer** (“Customer”, “Client”, “you”) for all services and products we supply, including (without limitation) **3D Scanning, 3D Rendering / CGI, and XR & Web Development Services**.

You are taken to have accepted these Terms if you **order, accept, sign, approve, or pay for** any services or products provided by us after being made aware of these Terms (including via a hyperlink or written URL).

These Terms **supersede** any Customer terms (including any purchase order terms) unless we agree otherwise **in writing**.

## 1. Definitions

**Quote** means a quotation issued by us (typically via HubSpot) describing the Services, Deliverables, price, assumptions, timelines, and payment terms.

**Order Confirmation** means our written confirmation accepting the Customer’s signed Quote and commencing the Order (may be by email and/or HubSpot workflow).

**SOW** means a Statement of Work (if used) describing scope, milestones, acceptance criteria, Deliverables, and technical requirements.

**Services** means the services we provide as described in the Quote / Order Confirmation / SOW, including any applicable Schedule (Scanning / Rendering / XR & Web).

**Deliverables** means the outputs to be delivered as specified in the Quote / Order Confirmation / SOW (and relevant Schedule).

**Change Request** means any requested change to scope, Deliverables, assumptions, milestones, timeline, or technical approach.

## 2. Order of Precedence

If there is any inconsistency, the following order applies (highest first):

1. **Order Confirmation**
2. **Quote** (including schedules / attachments)
3. **SOW** (if used)
4. **These Terms** (including Schedules)

# 3. Quotations, Acceptance and Agreement Formation

## 3.1 Quoting process

Following discussions about scope, Deliverables and budget, we may issue a **formal Quote** (typically via HubSpot's quoting system).

## 3.2 Customer responsibility

It is the Customer's responsibility to ensure the Quote accurately reflects the agreed requirements, assumptions, Deliverables, formats, and usage rights **before acceptance**.

## 3.3 Acceptance

A Quote is accepted when the Customer **electronically signs** (or otherwise approves in writing) the Quote via our nominated system (including HubSpot e-signature).

## 3.4 Order Confirmation

No agreement is complete until we issue an **Order Confirmation** (by email and/or via our systems) confirming our acceptance of the signed Quote.

# 4. Invoicing and Payment

## 4.1 Standard payment structure

Unless otherwise agreed in writing in the Quote, our standard payment terms are:

- **50% deposit upfront** prior to commencement; and
- **50% on completion** (invoice issued upon completion / sign-off).

## 4.2 No work starts until paid

We do not commence work, allocate production resources, or confirm delivery timelines until the **deposit (or full upfront payment, if applicable)** is received in cleared funds.

## 4.3 Smaller projects

For smaller projects, we may require **100% upfront payment** prior to commencement.

## 4.4 Due dates

Unless the Quote states otherwise, final invoices are due **within fourteen (14) days** of invoice date.

## 4.5 Release of Deliverables

Until all invoices are paid in full, we may provide **draft, preview, sample, reduced-access, or watermarked** versions only. **Final Deliverables and project files will not be released** until full payment is received.

## 4.6 Payment methods / fees

Domestic payments may be made by bank transfer or credit card. Where card payments are

used, a **card transaction fee** may apply (as stated in the Quote/invoice). For international payments, the Customer is responsible for all bank/merchant fees unless otherwise agreed.

#### 4.7 Late payment consequences

If an invoice is overdue, we may (without limiting any other rights):

- suspend work and/or delivery;
- withhold Deliverables;
- reschedule the project in our production queue; and/or
- charge reasonable recovery/administration costs and any late fees stated in the Quote.

## 5. Scope, Specifications and Change Control

### 5.1 Scope definition

The Quote / Order Confirmation / SOW contains the complete definition of the Services and Deliverables.

### 5.2 Out-of-scope work

Any work not explicitly included is **out-of-scope** and will be quoted separately.

### 5.3 Change Requests

Any change must be documented in writing as a Change Request. We will provide an impact assessment (cost/time/resources). We will not proceed until written approval is received.

## 6. Customer Obligations

The Customer must provide all necessary information, assets, approvals, access, credentials, test accounts, and third-party licences required to deliver the Services. Delays caused by missing inputs/approvals may extend timelines and may incur additional costs.

Where Services depend on third-party platforms (hardware, app stores, SDKs, APIs, cloud providers), the Customer acknowledges these are outside our control.

## 7. Project Hold, Client Inactivity and Re-Commencement

### 7.1 Timely feedback required

The Customer must provide feedback, approvals, content, access, and decisions in a timely manner so the project can progress.

### 7.2 Hold right

If the Customer fails to provide required inputs or approvals within **14 days** of our written request, we may place the project **on hold**.

### 7.3 Rescheduling and restart fees

If a project is on hold due to Customer delay for **30 days or more**, we may:

- reschedule the project within our production queue;
- revise delivery timelines; and/or
- charge reasonable re-commencement and re-planning fees.

### 7.4 Dormant/abandoned projects

If a project remains inactive for **60 days or more** due to Customer delay, we may treat it as **dormant/abandoned**. Any restart will be subject to:

- a new schedule based on availability; and
- additional costs for re-onboarding, re-planning, and rework where required.  
Payments already made are **non-refundable** for work already performed and capacity reserved.

## 8. Intellectual Property and Licensing

### 8.1 Pre-existing IP

We retain ownership of all pre-existing tools, libraries, templates, frameworks, workflows, and proprietary methods used to deliver the Services.

### 8.2 Deliverable rights

Unless the Quote states otherwise, upon full payment the Customer receives a **non-exclusive, perpetual, non-assignable licence** to use the final Deliverables **for the intended purpose described in the Quote**.

### 8.3 Assignment (transfer) of IP

If the Customer requires assignment/transfer of IP in custom Deliverables, this must be explicitly stated and priced in the Quote/SOW. Any assignment occurs **only after full payment**, and subject to third-party licence obligations.

### 8.4 Raw/working/project files

Unless explicitly included in the Quote, **raw files, working files, and project files** (including source files and production files) are not included in Deliverables and will not be provided.

### 8.5 Customer materials

The Customer warrants it owns or has rights to all materials provided (logos, drawings, assets, content, data, models). The Customer indemnifies us for claims arising from Customer-provided materials.

## 9. Portfolio, Case Studies and Marketing

### 9.1 Default permission

Unless the Customer requests otherwise in writing, we may reference the Customer and the

completed work in our marketing, including case studies, portfolio, website, presentations, proposals, awards entries and social media.

## 9.2 Opt-out

If the Customer requires confidentiality or non-publication, they must notify us **in writing** (email is sufficient) **before final delivery**. We will then refrain from publishing project materials (or publish only in an anonymised form if agreed).

# 10. Confidentiality and Data Protection

10.1 Both parties must keep confidential information confidential and use it only for delivering/receiving the Services.

10.2 Each party must comply with applicable privacy laws. Unless otherwise agreed, we are not responsible for the Customer's compliance obligations relating to personal data collected/used within the Customer's systems.

# 11. Testing, Acceptance and Defects

11.1 Acceptance criteria and test processes are as defined in the Quote/SOW (where applicable).

11.2 Unless otherwise agreed, the Customer must provide written acceptance or a defect list within **7 days** of delivery. If no response is received, Deliverables may be deemed accepted.

11.3 Defect fixes to meet agreed specifications are included (unless the Quote states otherwise). Requests beyond scope are Change Requests.

# 12. Performance, Delivery, Estimates

12.1 Delivery dates are estimates unless explicitly guaranteed in writing. We are not liable for delays caused by factors outside our reasonable control, including Customer delays and third-party dependencies.

12.2 Deliverables are generally delivered electronically via email, web-based software, or file transfer methods we choose, unless otherwise agreed.

# 13. Warranties and Disclaimers

13.1 We warrant Services will be performed with commercially reasonable skill and care.

13.2 Where the Quote specifies accuracy/tolerances, we warrant data will be within those tolerances **subject to stated assumptions** and site/platform conditions.

13.3 Except as required by law, we disclaim all other warranties (including fitness for a particular purpose) unless expressly stated in the Quote.

## 14. Indemnity

The Customer agrees to indemnify, defend and hold us harmless from claims (including IP infringement claims) arising out of Customer-provided materials, instructions, or requests, including scanning/copying/reproducing any “Original” provided by the Customer where the Customer did not have rights/authority.

## 15. Limitation of Liability

15.1 To the maximum extent permitted by law, we exclude all liability for indirect, incidental, special, punitive, exemplary or consequential damages, including loss of profit, revenue, opportunity, goodwill, or business interruption.

15.2 Our total liability for any claim is limited (per event or series of connected events) to the **amount actually paid** by the Customer under the relevant Quote/Order.

15.3 Any action must be commenced within **one (1) year** of the cause of action accruing.

## 16. Termination and Suspension

16.1 We may suspend performance and/or terminate a Quote/Order immediately by notice if the Customer:

- breaches these Terms or the Quote/Order and fails to remedy;
- becomes insolvent or enters bankruptcy/administration/liquidation;
- ceases business; or
- fails to pay debts as they become due.

16.2 Upon termination, all amounts due become immediately payable and we have no further obligation to perform Services.

## 17. Non-Solicitation / No Hiring

The Customer must not solicit or hire (directly or indirectly) our employees/contractors/agents involved with the Services without our prior written approval. If the Customer hires any such person without approval, the Customer agrees we are entitled to a placement fee equal to **30% of that person’s annual salary/contract value**, payable on demand.

# 18. Force Majeure

Neither party is liable for failure/delay caused by events beyond reasonable control (including natural disasters, pandemics, war, civil unrest, infrastructure outages, hardware recalls, SDK withdrawal, mandatory platform policy changes). Delivery timelines will be extended accordingly. Force majeure does not relieve the Customer from paying for Services performed prior to the event.

# 19. Governing Law

These Terms are governed by the laws of **Western Australia** and disputes are subject to the courts of that jurisdiction.

## Schedule A – 3D Scanning Services (Detailed Terms)

These terms apply to all 3D Walkabout scanning services,

### A1. General On-Site Scanning Conditions (Applies to All Scanning Services)

#### Site Readiness

Clients are responsible for ensuring the site is clean, accessible, and safe for scanning at the scheduled time. If the site is not prepared, additional charges may apply to cover extra time spent onsite.

#### Access & Delays

If site access issues are not disclosed prior to the operator's arrival, or delays occur due to access problems on the day, additional charges may apply to compensate for lost time.

#### Object / Scene Stability

3D scanning requires objects and the environment to remain stable during capture. If items are moved by the client or others during scanning, delays, reshoots, or rework may occur and will be billed accordingly.

#### Occlusions / Obstructions

Scanning cannot capture what is blocked from view. Areas obstructed by stored items, vehicles, furniture, equipment, partitions, locked rooms, or unsafe access may result in incomplete capture and may be excluded from deliverables unless otherwise agreed in writing.

#### Site Safety Requirements (PPE / Inductions / Permits)

If PPE, safety inductions, permits, site-specific onboarding, supervision, or compliance requirements are necessary, any associated time and costs will be billed to the client.

#### Environmental Limitations

Scanning performance may be impacted by site conditions including (but not limited to) poor lighting, dust, smoke, rain, vibration, reflective surfaces, transparent surfaces, moving people, and operating machinery.

### **Travel & Accommodation**

Travel outside standard metropolitan or regional areas may incur additional charges, including transportation and accommodation where required.

### **Parking Costs**

If parking costs exceed what is deemed reasonable for the area or duration, the excess amount will be passed on to the client.

### **After-Hours Work**

Scans scheduled outside regular business hours (Monday to Friday, 9:00 AM to 5:00 PM AWST) will incur after-hours service charges.

### **Additional Time / Variations**

Any extra time required onsite or during post-processing beyond the agreed scope will be billed at our standard hourly rate of **\$150 + GST**, unless otherwise agreed in writing.

## **A2. Matterport Pro3 Scanning – Specific Terms**

### **Tour Delivery**

Upon completion, clients will receive a link to the processed virtual tour hosted on the Matterport platform. Hosting is subject to Matterport's standard service terms.

### **Tour Hosting and Transfers**

Unless otherwise arranged in writing, tours are hosted via 3D Walkabout's Matterport account. Clients may request a transfer to their own Matterport account; an administrative fee may apply.

### **Hosting Fees**

Ongoing hosting fees apply. Clients will be notified before any recurring charges are applied.

### **Deliverables**

Final outputs are provided as view-only Matterport links unless otherwise agreed in writing. If downloadable files, exports, or other formats are required, these must be agreed upon in advance and may incur additional costs.

### **Platform Service Limitations**

3D Walkabout is not liable for any changes to Matterport's service offerings, platform features, hosting requirements, or pricing.

## **A3. Survey-Grade Laser Scanning (Trimble X7) – Specific Terms**

### **Registration and Reference System**

Unless otherwise agreed in writing, scans are captured in a local coordinate system and registered using best-practice alignment methods. If survey control, benchmarks, georeferencing, or coordinate compliance is required, this must be disclosed and agreed prior to scanning and may incur additional cost.

### **Line-of-Sight and Coverage**

Laser scanning requires line-of-sight. Obstructions such as equipment, stored items, vehicles,

partitions, ceiling voids, roof spaces, or congested services may result in occlusions (missing data).

### **Surface and Material Limitations**

Certain surfaces may produce incomplete or noisy scan data, including mirrors, glass, polished metal, water, and highly reflective or transparent materials.

### **Active Worksites**

Where scanning occurs in live operational environments (moving people, forklifts, machinery, vibration), scan quality may be reduced and additional time may be required.

### **Deliverables**

Unless otherwise specified, deliverables may include registered point clouds and associated outputs in agreed formats (e.g., E57, LAS/LAZ, RCP/RCS) and/or derived CAD/BIM deliverables as scoped.

## **A3A. Leica BLK360 (Gen 2 / G2) – Specific Terms**

### **Technology Overview**

The Leica BLK360 Gen 2 (G2) is a terrestrial laser scanner combining LiDAR capture with HDR imaging and on-device visual inertial system (VIS) pre-registration. It is designed for rapid reality capture across building interiors, exteriors, and infrastructure environments.

### **Registration and Workflow**

BLK360 G2 utilises VIS-based pre-registration to align scans in the field. Final registration and refinement may be completed in post-processing software. While this improves efficiency, final accuracy is dependent on sufficient overlap, scan geometry, and site conditions.

### **Line-of-Sight and Coverage**

As with all terrestrial laser scanners, the BLK360 requires clear line-of-sight. Occlusions caused by equipment, furniture, structures, or inaccessible areas will result in missing data.

### **Scan Density and Resolution**

Scan resolution and density will be selected based on project requirements. Higher resolution scans increase capture time and data size. Unless specified in the Quote, resolution settings are determined by 3D Walkabout based on best-practice for the intended deliverable.

### **Environmental and Site Limitations**

Performance may be affected by:

- Direct sunlight and high dynamic lighting conditions
- Reflective, transparent, or absorptive surfaces
- Moving objects, people, or machinery
- Dust, rain, vibration, or unstable surfaces

These factors may introduce noise, alignment challenges, or incomplete data.

## **HDR Imagery**

The BLK360 captures HDR imagery aligned to the point cloud. Colourisation quality is dependent on lighting conditions and may vary across environments.

## **Active Worksites**

Scanning in live environments may reduce data quality due to movement and may require additional scan positions or time onsite.

## **Deliverables**

Unless otherwise specified, BLK360 outputs may include:

- Registered point clouds (E57, RCP/RCS, LAS/LAZ)
- Colourised point clouds
- Derived CAD/BIM outputs where scoped

## **A4. Handheld / Portable Scanning (EinScan Rigel) – Specific Terms**

### **Suitable Use Cases**

Handheld scanning is intended for detailed capture of smaller-to-medium objects, assemblies, and target areas. It is not typically suitable as a full-building capture method unless explicitly scoped and agreed.

### **Tracking and Surface Requirements**

Handheld scanning performance depends on maintaining stable tracking. Featureless, repetitive, reflective, transparent, or highly glossy surfaces may reduce tracking performance and may require temporary targets, surface preparation, or workflow changes.

### **Environmental and Outdoor Conditions**

Handheld scanning may be impacted by lighting conditions, sunlight intensity, and surface reflectivity. Results may vary depending on site conditions.

### **Object Stability**

Objects must remain stationary during scanning. Any movement can cause distortion and may require rework or rescan billed as a variation.

### **Deliverables**

Unless otherwise specified, handheld deliverables may include meshes and/or point clouds in standard formats as agreed in the proposal.

## **A5. Scan-to-CAD / Scan-to-BIM – Accuracy, Limitations & Liability**

### **General Accuracy Statement**

All scan data and derived deliverables (including point clouds, meshes, CAD drawings, BIM models, floorplans, measurements, and exports) are subject to the capabilities of the selected scanner, site conditions, access limitations, occlusions, surface materials, and processing workflows. Accuracy is not uniform across all areas of a site and may vary between spaces, surfaces, and scan positions.

### **Matterport Pro3 – Accuracy (Approximate Measurement Use)**

Matterport Pro3 depth measurement accuracy is approximately  $\pm 20$  mm at 10 m range under ideal conditions. Matterport deliverables are intended for visual documentation, virtual tours, and general spatial context. Matterport outputs must not be relied upon for fabrication, set-out, structural decisions, or compliance-critical works unless independently verified.

### **Trimble X7 – Accuracy (Survey-Grade)**

Trimble X7 scanning is intended for survey-grade capture, with typical range measurement accuracy of approximately  $\pm 2$  mm, and approximately 2.4 mm positional accuracy at 10 m under suitable conditions with appropriate registration and, where required, survey control. Trimble X7 data is suitable for scan-to-CAD and scan-to-BIM workflows where millimetre-level accuracy is required, subject to access, coverage, and site conditions.

### **Leica BLK360 (Gen 2 / G2)**

The Leica BLK360 Gen 2 is a high-accuracy terrestrial laser scanner with typical accuracy of approximately  $\pm 4$  mm at 10 m under suitable conditions; however, actual accuracy is dependent on scan setup, overlap, registration quality (including VIS-based pre-registration and any post-processing refinement), environmental conditions, surface types, and site access. Accuracy may be reduced in cases of insufficient overlap, extended range, reflective or transparent materials, or active site conditions. While suitable for scan-to-CAD, scan-to-BIM, and general spatial documentation workflows, BLK360 data is not a substitute for survey-grade control unless integrated with appropriate survey methods and control networks, and where compliance-critical tolerances are required, independent verification should be undertaken.

### **EinScan Rigil – Accuracy (Object / Component Detail)**

EinScan Rigil handheld scanning accuracy depends on scanning mode and conditions. In Laser HD mode, volumetric accuracy is up to  $0.04 + 0.06$  mm/m, with geometric resolution up to 0.05 mm. EinScan Rigil is intended for close-range, high-detail scanning of objects and assemblies and is not intended as a survey-grade building capture solution.

### **Client Acceptance of Accuracy Limits**

By proceeding with the service, the client acknowledges and accepts the practical accuracy limits of the selected scanning method and agrees that all deliverables will be used accordingly.

### **No Warranty Beyond Agreed Scope**

We do not warrant that scan data or derived outputs will meet a specific tolerance unless a written accuracy requirement is agreed prior to commencement and site conditions support achieving it.

### **Fit-for-Purpose Responsibility**

It is the client's responsibility to confirm that the selected scanning service and deliverables are fit for their intended purpose. Where formal tolerances or engineering-critical outcomes are required, independent survey validation may be necessary and must be arranged separately unless included in scope.

Unless otherwise agreed in writing:

- Data must not be relied upon for set-out, fabrication, or engineering-critical tolerances
- Independent verification is recommended for compliance-critical applications

- Any reliance without verification is at the Client's own risk

## **A6. Liability Disclaimer (Scanning Outputs)**

3D Walkabout assumes no liability for errors, omissions, or discrepancies in Scan-to-BIM/CAD outputs that may result in construction delays, cost overruns, or project disruptions. Any reliance on deliverables without adequate verification is at the user's own risk. We are not accountable for structural, legal, or financial consequences arising from misinterpretation or misuse of the provided data.

## **A7. Usage and Intellectual Property (Scanning)**

All CAD drawings, BIM models, and scan data remain our intellectual property unless a written agreement states otherwise. Deliverables may not be reproduced, distributed, or altered without prior written consent.

## **A8. Limitations of Scan Data & Model Representation**

- Models are accurate only for site conditions observed at time of scanning. Subsequent alterations/damage are not reflected.
- Accuracy may be impacted by line-of-sight obstructions, surface types, environmental conditions, or technical limitations.
- Inaccessible/obscured areas (behind furniture, above ceilings, inside cavities) may be approximated or omitted.
- Georeferencing/alignment to a coordinate system is available if requested before commencement.
- Deliverables in Revit (.RVT), IFC, or FBX may be standard if scoped. IFC exports may include grouped hierarchies, but materials/material IDs/textures are not applied unless agreed.

## **A9. Client Responsibilities (Scanning)**

Clients must provide detailed requirements including desired file formats, coordinate system references, and deliverables. Clients are solely responsible for ensuring suitability for intended use. Site access, permissions, and H&S arrangements must be coordinated by the client.

## **A10. Cancellation Policy (Scanning)**

- Cancellations made **more than 48 hours** before the scheduled service: **100% refund**.
- Cancellations made **within 48 hours** of the scheduled service: **50% refund**.

## **A11. Postponement of Scheduled Scanning Services**

- Client may request postponement to an alternative date.
- If requested **48+ hours** prior, we will endeavour to reschedule at no additional cost, subject to availability.
- If requested **within 48 hours**, Client agrees to reimburse non-refundable travel/administrative costs already incurred (travel, accommodation, scheduling fees,

booking fees, third-party non-refundable costs), calculated in good faith and added to the final invoice.

## Schedule B – 3D Rendering / CGI Services (Detailed Terms)

3D Walkabout provides CGI visualisation services, including (without limitation):

- static 3D renders, photomontages, and 3D floorplans
- animated walkthroughs and cinematic flythroughs
  
- 360-degree panoramic visualisations and virtual walkthroughs
- CGI-enhanced Matterport tours
- real-time, game engine-driven interactive environments
- web-based and augmented reality (AR) models
- AI-generated and AI-enhanced visualisations

### B1. Project Brief and Scope

All CGI deliverables are produced based on an approved brief supplied by the Client. Deliverables are provided in the agreed format, resolution, and style. Changes to scope after production begins may result in additional charges.

### B2. Client-Supplied Assets

Client must supply all necessary assets, drawings, references, and style preferences prior to production. Delays in supplying materials may impact timelines and scheduling.

### B3. Turnaround Times

Turnaround varies by scope/complexity. Estimated delivery dates will be confirmed in writing upon project commencement. Expedited services may be available and may attract additional fees.

### B4. Revisions

- By default, **two rounds of grouped revisions** are included (unless Quote states otherwise).
- Revisions must be provided **in writing by email as a single document**.
- As standard, we provide a **one-week window** for the Client to provide revisions after each version is supplied.
- Additional requests outside the original scope are not “revisions” and must be priced separately.
- Additional revisions beyond included rounds are billed at **\$150 + GST per hour**.

### B5. Final Deliverables and Licensing

Final outputs are delivered as per usage terms defined in the Quote. Use beyond agreed scope (redistribution, resale, repurposing) may require updated licensing and/or additional fees.

## **B6. Artistic Nature of Work**

All CGI outputs are artistic/conceptual. They must not be used as technical drawings, blueprints, or relied upon for construction or compliance purposes.

## **B7. Storage and File Retention**

Project files are stored for up to **90 days** after final delivery. Retrieval after this period may not be possible and, if available, may incur administrative fees.

## **B8. Credits and Portfolio Usage**

We retain the right to showcase completed CGI works in our portfolio/website/marketing unless otherwise agreed in writing (see Clause 9 for opt-out).

## **B9. Confidentiality**

Client-provided materials and information will be treated as confidential and used solely for the agreed scope (subject to Clause 9 Marketing/Portfolio).

## **B10. Additional Costs**

Work outside original scope (additional rendering time, unplanned revisions, client delays) is charged at **\$150 + GST per hour**. High-resolution exports, alternate versions, or enhanced outputs may incur additional fees.

## **B11. Cancellation Policy (Rendering)**

- Cancellation **before work has started: 100% refund.**
- Cancellation **after work has started:** only the **50% deposit** will be refunded (i.e., 50% of total project amount refunded).

## **Schedule C – XR & Web Development Services (Detailed Terms)**

This Schedule applies to XR (VR/AR/MR), software, web application, website development, interactive 3D web experiences, integrations, and related development Services.

### **C1. Scope of Work and Specifications**

The exact deliverables, features, functionality, technology stack, milestones, timelines, acceptance criteria, and deliverables (including source code, compiled code, assets, build artefacts, documentation) are defined in the Quote, Order Confirmation and/or SOW. Work outside that written scope is out-of-scope and quoted separately.

### **C2. Change Control**

Any modification to agreed scope/deliverables/timelines/technical approach must be documented in writing as a Change Request. We will provide an impact assessment and will not proceed until written approval is received.

### **C3. Customer Obligations**

Customer must provide accurate requirements, content assets, branding guidelines, access to systems, test accounts, APIs, hosting environments, and third-party licences required for building/deploying the Services. Delays caused by missing materials/credentials/approvals may extend delivery timelines and incur additional charges.

### **C4. Third-Party Dependencies**

Where third-party infrastructure is required (SDKs, cloud services, APIs), Customer acknowledges changes/deprecations/outages/licensing restrictions are outside our control. We are not liable for delays or additional costs caused by third-party platform changes.

### **C5. Hardware & Platform Limitations**

XR/mobile/web apps operate within third-party ecosystems. Performance/compatibility/functionality may vary depending on device specs, firmware, OS updates, browser environments, SDK revisions, and environmental conditions (including lighting, tracking space, network). Where changes materially impact Services, required modifications are treated as a Change Request unless agreed otherwise.

### **C6. App Store & Platform Approval**

Where Services include submission to platforms/marketplaces (Apple App Store, Google Play, Meta Quest Store, Steam, etc.), Customer acknowledges approval is subject to those providers' independent processes/policies. We do not guarantee approval or continued availability. Additional work required to meet revised platform requirements is treated as a Change Request.

### **C7. Intellectual Property (XR/Web)**

Unless otherwise agreed in writing:

- We retain ownership of pre-existing software, libraries, frameworks, tools, and proprietary utilities.
- Customer receives a non-exclusive licence to use final compiled deliverables as set out in the Quote/Order.
- Any assignment of IP to custom code/deliverables must be explicitly stated and priced and occurs only upon full payment, and subject to third-party IP obligations.
- We may reuse generic components/patterns developed during the project but will not reuse Customer-specific confidential designs/data models/logic in unrelated projects without consent.

### **C8. Source Code, Repositories and Hosting**

Unless specified in the Quote, we are not obligated to provide source code. If source delivery is required, it must be agreed and priced. Any repositories hosted under our accounts remain under our control until full payment is received. Transition to Customer-controlled repos requires written request and may incur fees. Hosting/cloud/SSL/server management (if provided) is subject to a separate Hosting Addendum.

## **C9. Confidentiality and Data Protection**

Both parties must keep non-public information confidential. Each party must comply with relevant privacy laws. We are not responsible for the Customer's compliance obligations regarding personal/sensitive data unless agreed in writing.

## **C10. Testing, Acceptance and Bug Fixes**

Final deliverables are subject to acceptance testing based on criteria in the Quote/SOW. Customer must provide written acceptance or list defects within the agreed acceptance period (default **7 days**). Fixing defects to meet agreed specifications is included. Requests for changes beyond agreed functionality are Change Requests.

## **C11. Support and Maintenance**

Ongoing support, version updates, security patches, and feature enhancements are provided only if included in the Quote or separate maintenance agreement. Without one, support is best-efforts and may be charged.

## **C12. Warranty**

We warrant delivered Services will materially conform to agreed specifications for **30 days post-delivery**. Except where required by law, this is the sole warranty.

## **C13. Limitation of Liability (XR/Web)**

Except where prohibited by law, liability for any claim related to these Services is limited to the amount paid by the Customer for those Services.

## **C14. Termination**

Either party may terminate for material breach not cured within 14 days' written notice. Upon termination, Customer must pay for all work performed to date. Upon termination and full payment, Customer is entitled to deliverables completed to date in usable form as agreed.