

1. Introduction

Adit is a web-based LIMS (laboratory information management system) platform provided by Geotechnics Limited or any of its related companies (“we”/ “us”/ “our”), that allows our customers to track samples, request tests and track samples and tests provided by us.

By accepting our Offer for the provision of access to and use of the Application, our Client accepts the Offer, including these Terms of Use and our Privacy Statement (both available at www.adit.digital), and such documents comprise our contract (“Contract”). If there is a conflict between any part or parts of our Contract, these Terms of Use shall take precedence, provided that our Offer may expressly set out agreed amendments to these Terms of Use as between us and the Client.

Our Terms of Use and our Privacy Statement (both available at www.adit.digital) also apply to all access and use of the Application by any User. Pursuant to our Contract with the Client, each User (“you” / “your”), together with other permitted Users, are permitted to access and use the Application. By accessing or using the Application you agree to these Terms of Use and our Privacy Statement. Please read them carefully. If you do not accept the Terms of Use or our Privacy Statement you should immediately stop using the Application.

For the avoidance of doubt, these Terms of Use relate only to the provision of the Application, and do not apply to any other goods or services we may agree to provide. Any such provision of goods or services, if agreed, will be pursuant to separate terms of engagement with the Client.

2. Definitions

“**Application**” means the Adit web based platform made available for the Client and its Users, including the services, materials and information contained in or made available through the portal, Technical Support, and the technology and systems through which we make it available;

“**Business day**” means any day that is not a Saturday, Sunday or a public holiday in Auckland, New Zealand;

“**Client**” means the client named in the Offer;

“**Commencement Date**” means the date set out in the Offer or otherwise agreed in writing with the Client;

“**Offer**” means our offer or proposal to the Client for access to and use of the Application by the Client and its authorised Users, and includes any document included by reference;

“**Source Data**” means all electronic data and information (including personal information) that is submitted or uploaded to and stored in the Application by the Client or any User, generated by the Application as an output derived from such data, sourced from internet of things (IoT) data collection devices and transmitted using the telecommunications network, or otherwise sourced from the Client, Users, other websites or third parties, but excluding all data and information supplied by us and any database or insights utilising aggregated or anonymised data;

“Technical Support” means technical support provided specifically in relation to the Application as further described in clause 3.

“Term” means the term or subscription period specified in the Offer, commencing on the Commencement Date;

“Third Party Material” means intellectual property, information, data and other material forming the Application or provided in connection with the Application (including, without limitation, third party authentication systems, telecommunications networks, mapping tools, data visualisation tools, content from other websites, and any third party data hosting providers) which is licensed or sourced from third parties;

“Users” means the permitted Users of the Application, as agreed pursuant to the Contract with the Client, which may include employees, officers, contractors and other service providers of the Client.

3. Contract details, fees and payment

When applicable, our Contract with the Client itemises the relevant fees, expenses, Commencement Date, Term, and specifications for the Application (including, if applicable, set up costs and requirements, training costs and requirements, any applicable data volume limits, associated Technical Support, data back up costs and nominated client admin/ representative).

The Client acknowledges that the fees or expenses in the Contract may be subject to limits on the number of users, data volume limits, support, or otherwise. Where any such limits apply, such limits may not be exceeded without our prior written consent, and additional costs will be payable which shall be agreed in writing with the Client.

As further detailed in the Contract, we provide reasonable Technical Support to Client and its authorized Users at the reasonable request of the Client, and will respond to enquiries of support from a Client utilizing the following contact as soon as reasonably possible. The contact for all enquiries of support is: adit_support@geotechnics.co.nz.

Unless otherwise agreed in our Contract, invoices may be issued monthly, payment is due from the Client without set off or deduction within 30 days of the date of the invoice, all fees are expressed and payable in New Zealand dollars, and are exclusive of New Zealand Goods and Services Tax (GST).

Late payment shall constitute a default, which shall entitle us to: (1) charge interest on the overdue amount from the due date for payment to the date of actual payment at our overdraft rate plus 2%; and (2) to suspend access to the Application or terminate the Contract.

Client is responsible for paying all applicable taxes (including, but not limited to those we are not required to collect).

Client shall notify us in writing of any changes to the client admin/ representative nominated in the Contract.

4. Term and fee review

The Contract will commence on the Commencement Date and continue until the expiry of the Term, as may be extended by agreement between us and the Client in writing, unless terminated earlier in accordance with the Contract.

Unless otherwise agreed in our Contract, the fees will be reviewed on each anniversary of the Commencement Date, or on any extension of the Term, and the revised fees agreed in writing. If the parties are not able to agree the revised fee, either party may terminate the Contract by written notice.

5. Changes

We may amend and update these Terms of Use and our Privacy Statement from time to time. If we do, we will notify you in writing and any change applies with effect from 10 business days following the date of such notification. You accept that any further order or continued use of the Application after such amendments become effective constitutes your consent to those amendments. Where the amendment would have a material detrimental impact on you, the Client has a right to terminate by written notice and may receive a pro rata refund for subscription periods that have already been paid for.

We reserve the right, in our sole discretion and without any obligation, to make modifications, updates, new releases, improvements, alterations, or corrections to any error or omissions, in the Application, provided that these updates will not have a materially detrimental impact on the Application. As such, the functionality, features, options, tools and other aspects of the Application may change over time. Unless otherwise agreed in writing, Client will not have to pay additional fees for these updates.

We reserve the right to update or modify our cybersecurity measures as necessary to address emerging threats or changes in technology. Significant updates will be communicated to users where required"

6. Users and User registration

In our Contract, the Client may specify authorised Users for us to administer their access, or the Client may nominate one of its personnel as "client admin"/ representative who shall be authorised to nominate and administer the access by other Users to the Application. Subject to any limits we may agree in the Contract related to the number of authorized users, such Users will be permitted to access and use the Application, including any confidential information within the Application (refer also to "Confidentiality" below). In some cases, our Contract may enable the Client to determine different access rights for different Users. The Client acknowledges that we are not responsible for any acts or omissions of such other Users, and that use by the Users is subject to these Terms of Use.

During the user registration process, you must enter an email address and password. You are responsible for maintaining the confidentiality of your account and for all actions taken under your email address and password. You must make every effort to keep your password safe and should not disclose it to anyone. If it is compromised, you must change it. We will never under any circumstances email or contact you and request your email address or password, but under certain circumstances, may reset the password and notify you of the requirement to create a new one . Any requests for username or password information should be treated as fraud and reported to us immediately.

The system may use OAuth2 for authentication of users to enable single sign-on access using the user's corporate authentication provider. We are not responsible for the user's corporate authentication provider, or the use or misuse of the client side token used by OAuth to authenticate. Use of OAuth to enable SSO is subject to their terms and conditions as applicable.

You agree to ensure that all details you provide are true, accurate, correct, current and complete. If there are any changes to the details supplied by you, including that you are departing from the organization that your account is linked to, it is your responsibility to inform us as soon as possible.

If your account and/ or email address used for your account is provided by an organisation you are affiliated with (i.e. because you are an employee or contractor of that organisation), that organisation, as the owner of the domain associated with your email address, may assume control over and manage your use of the account, including modifying and terminating your access. We may terminate your User account if we receive notice of your departure from the organisation linked to the user account.

7. Privacy

We respect your privacy and take data protection seriously. We collect limited information from you in connection with your registration and use of the Application, such as your name, email address, telephone number, organisation (business name), the Internet Protocol address from which you accessed the Application, the date and time you visit, the pages you accessed, the terms you used to search for content on the Application and the type of browser and operating system you use. This information will only be used for the purposes of facilitating your use of the Application, website administration, analytics, for our internal reporting, to improve the Application, audit the use of the Application, to protect our rights and enforce these Terms of Use, and for any related purpose. We will take all reasonable steps to ensure that information will not be disclosed to any unauthorised person or organisation who is not entitled to obtain this information. You acknowledge that we may use third party hosting and other providers in relation to the Application.

You have a right at any time to enquire about the personal information we hold about you and to have access to this. In addition, you can request correction of any of your personal information.

Please refer to the Privacy Statement on the website www.adit.digital for a fuller explanation of the restrictions applying to the use and disclosure of your information, the measures we take to protect your information and your rights in connection with any personal information we may hold about you.

8. Communications

You understand and agree that we may send you certain communications in connection with your use of the Application such as service announcements, administrative messages, and notifications necessary for User access to the Application may be sent by email to your email address provided through the user registration process.

9. Copyright and other intellectual property

Unless otherwise indicated, we own all copyright and any other intellectual property or other proprietary rights in the Application including any modifications, operational changes, adaptations and enhancements made by us.

Copyright, intellectual property and other proprietary rights in any Third Party Material continues to be owned by such third parties as applicable under the terms and conditions of the third party owners or licensors as appropriate.

Subject to these Terms of Use and in consideration of payment by the Client, we grant you irrevocable, royalty-free, non-exclusive, non-sublicensable licence to use the Application for the duration of the Contract for your own internal business purposes.

Without limiting the provisions of the Copyright Act 1994 or other applicable law, you are not permitted to copy or republish the Application (or any substantial amount of it), or otherwise to modify, rent, licence, loan, sell or distribute the Application, or create derivative works based on the Application or any Third Party Material in whole or in part, without our prior written consent. In using the Application, you and, if applicable, your employees, clients and representatives will not (and will not allow or encourage any other person to):

- a. decompile, disassemble or otherwise reverse engineer all or any portion of the Application, including any source code, object code, algorithms, methods or techniques used or embodied in it;
- b. data mine, scrape, crawl, create links back to, harvest or use any process or processes that send automated queries to the Application or Third Party Material;
- c. modify or create any derivative works based upon the Application or any Third Party Material; and
- d. remove or alter any copyright, trademark, logo or other proprietary notice or label appearing in the materials and information contained in or made available through the Application.

10. Information, data and other material

The Source Data is sourced from the Client, Users, and other sources. As such, we cannot be responsible for, and expressly disclaim any warranty as to, the adequacy, currency, accuracy, reliability, or completeness of the Source Data or its fitness for purpose. It is your responsibility to independently verify the adequacy, accuracy, completeness, and fitness for purpose of any Source Data before taking any action in reliance upon it.

By uploading Source Data to the Application or requesting that we or others upload Source Data to the Application, you grant to us, the Client and the other users an unrestricted royalty free licence in perpetuity to use such Source Data to administer, operate, maintain, monitor, and improve the Application, and as otherwise set out in these Terms of Use. If you are not the owner of the Source Data that you upload or request to be uploaded, you will ensure that the relevant owner either grants you the right to grant the licence in this clause, or grants the licence directly. To the extent such Source Data includes personal information, you must obtain all necessary consents from relevant individuals to enable us to collect, use, hold and process such personal information under these Terms of Use and our Privacy Statement.

We reserve the right to remove any Source Data or other content within the Application which we determine (in our absolute discretion) violates the Terms of Use.

We are not responsible for any use or misuse of Source Data or any other content in the Application by any user.

Notwithstanding the foregoing, the Application may contain content (e.g. data collected from site investigations or monitoring, reports or other deliverables) that we have prepared for the exclusive benefit of our client pursuant to separate terms of engagement with the Client. In such case, the separate terms of engagement with the Client apply to the Client's use of such content. Such content may not be relied upon in other contexts or for any other purpose, or by any person other than our Client, without our prior written agreement.

We may create anonymised data from the Source Data, the other content in the Application, and your usage of the Application, so that it is no longer possible to identify the specific client/ individual/ project/ site to which a particular data point relates. We may combine this anonymised data with anonymised data from other clients or individuals and use it for our own purposes, such as to provide and improve the Application, develop new services or product offerings, and identify business trends. We will be the sole owner of this anonymised data.

Data and factual information within the Source Data and other content in the Application is also potentially of value to wider scientific/ engineering research and understanding. Unless we specifically agree otherwise in our Contract with the Client, you agree that we may also use the Source Data and other content in the Application in future scientific/ engineering analyses.

11. Availability

We strive to maintain the availability and functionality of the application at all times. However, we do not guarantee uninterrupted or error-free access to the application and its services. Scheduled maintenance, updates, technical issues, or circumstances beyond our control, such as network outages or natural disasters, may temporarily limit access to the application. We shall not be held liable for any loss, damage, or inconvenience resulting from the unavailability of the application, whether due to planned maintenance, unforeseen technical issues, or other disruptions..

The Application will be unavailable from time to time to permit routine scheduled and on occasion unscheduled maintenance to be undertaken.. Notification of scheduled maintenance will be given.

12. Cybersecurity

We are committed to protecting the security and confidentiality of your personal information. Our web application implements industry-standard measures, including encryption, secure protocols, and regular security audits, to safeguard your data from unauthorized access, use, or disclosure. While we strive to maintain the highest security standards, we cannot guarantee that the web application will be completely immune to threats, errors or omissions. We are not liable for any damages resulting from the use of the application, from the data provided or from decisions made on the basis of that data.

Users are responsible for independently verifying the accuracy and appropriateness of any data provided by the application before relying on it's results for decision-making or other purposes

You agree not to engage in any activities that compromise the security or integrity of the web application, including but not limited to: Attempting to gain unauthorized access to the

application, its servers, or related systems. Introducing viruses, malware, or any other harmful code. Using automated tools (e.g., bots, scrapers) to access the application without authorization.

In the event of a privacy breach, data breach or other cybersecurity incident, we will investigate such breaches or incidents promptly, thoroughly and consistent with applicable laws and take appropriate steps to mitigate the impact of the incident and prevent recurrence. We will notify the relevant parties promptly (within 5 business days) and may be required to notify the relevant authorities of the incident, as required by applicable laws.

By using this web application, you agree to comply with these cybersecurity terms and acknowledge the importance of maintaining a secure online environment.

Confidentiality

Information we disclose to you relating to the Application (including the pricing information and our intellectual property rights in the Application) may be commercially sensitive and confidential to us.

We also acknowledge that information you disclose (including through uploading or agreeing to the upload of Source Data or other content within the Application) may be commercially sensitive and confidential to our Client. Any such confidential information may not be used or disclosed without the prior written approval of the relevant discloser, as required by law, as necessary to give effect to these Terms of Use or our Contract, or to the extent such information becomes public knowledge (other than through a breach of confidentiality obligations by either party).

It is the Client's responsibility to ensure that any Users that the Client may nominate to access the Application (and whom will therefore have access to any confidential information in the content within the Application) are aware of any comply with their obligations in respect of that confidential information, including as to its use and disclosure.

This clause is subject to clause 12.

13. Your general obligations

In using Application, you and, if applicable, your employees, clients and representatives acknowledge and agree:

- a. That it is your responsibility to ensure the compatibility of your systems and equipment for use with the Application;
- b. That you will take all care to not transmit any virus or other disabling feature that may damage the operation of the Application;
- c. That you will not use the Application in a manner that interferes with its use by others or infringes the rights of any other person, or to tamper with the Application or make any unauthorised modification to the website;
- d. That you will only use the Application for lawful purposes and in compliance with all applicable laws;
- e. That you will not attempt to access data you are not authorised to access;
- f. That you will notify us immediately if any unauthorised access has or may have taken place; and

- g. That we may monitor your use of the Application for the purposes of monitoring compliance with these Terms of Use and our obligations under our contracts in relation to Third Party Material, as well as monitoring the number of users or data volume against applicable limits.

14. Warranties and liability

To the extent permitted by law, all express or implied warranties, terms and conditions other than those expressly contained in these Terms of Use are excluded. Each Party acknowledges that it has not relied on any other term, condition, representation, warranty, matter, statement or conduct in connection with the Application in entering into these Terms of Use. You must satisfy yourself as to the adequacy, appropriateness and compatibility of the Application for your requirements and you will be responsible for all decisions that you make in relation to your use of the Application.

If the Application does not comply with the relevant requirements in these Terms of Use, we will (within a reasonable time period and at our option) either:

- a. re-supply the Application to you; or
 - b. refund to you the fees you paid us for the Application,
- Which, to the extent permitted by law, shall be your sole remedy in respect of the non-compliance.

Without detracting from this, in connection with the Application, and to the extent permitted by law and whether arising in contract, tort or otherwise:

- a. We will have no liability to you, and you will have no liability to us, in respect of any indirect, consequential or special loss, or loss of profits, data, savings, use, production, revenue, business or goodwill;
- b. Our maximum aggregate liability in respect of all events and breaches occurring within any calendar year, is limited to the total fees paid or payable to us under these Terms of Use in respect of that calendar year. This liability cap does not apply to liability for personal injury or death or fraud;
- c. We shall not be considered liable for any loss, damage or claim arising from the use of the Application unless a claim is formally made on us within 12 months from the date of such use; and
- d. If we are found liable and you and/or any third party has contributed to the loss or damage, we shall only be liable to the proportional extent of our own contribution.

You agree that the Application is supplied and acquired in trade. Accordingly, you agree that the Consumer Guarantees Act 1993 does not apply and that, pursuant to section 5D of the Fair Trading Act 1986, that sections 9 (misleading conduct), 12A (unsubstantiated representations) and 13 (false or misleading representations) of that Act will not apply, and that it is fair and reasonable that the parties are bound by this provision of these Terms of Use.

15. Termination and suspension

Without limiting our other rights and remedies, we may at our sole discretion and without liability on our part immediately disable, suspend, block or terminate your use of the Application and/ or terminate our Contract with Client by notice to you if:

- a. Client fails to make any payment to us when due;
- b. Client's Contract with us is suspended, expires or otherwise terminates;

- c. you breach any term of these Terms of Use which is not capable of remedy or, where the breach is capable of remedy, you fail to remedy that breach within 7 days of notice from us requiring you to do so; or
- d. there is an adverse change to the availability or terms relating to the Source Data or other content, Third Party Material, or any other event or circumstance beyond our control occurs that adversely impacts our ability to provide the Application.

We may also suspend or temporarily block your use of the Application if we consider (acting reasonably) it necessary due to technical or security issues.

The Client may terminate your account at any time for convenience by giving us 30 days prior written notice.

In the event of termination or expiry, the Client will remain responsible for all fees and expenses payable in relation to the Application on a pro rata basis up to the effective date of termination.

When the Contract terminates or expires, you will no longer have a right to access and use the Application. At any time within one month of termination or expiry, the Client may request a copy of the Source Data and other content. Provided that all amounts owing by the Client have been paid, we will provide a copy of such data in an electronic form determined by us at the Client's cost. We will have no obligation to retain such content or otherwise maintain the Application following termination.

Termination or expiry shall not prejudice or affect the accrued rights or claims and liabilities of the parties, and will not impact the continuation of provisions that expressly or implicitly are intended to continue after termination or expiry including clauses 9, 13, 15, 19, and 21.

16. Linked sites

To the extent the Application contains hyperlinks to websites operated by others, this is for your reference only and does not imply any approval or endorsement of such sites. We do not operate or control and are not responsible for any information on such sites and are not responsible for the continued functionality of the link.

17. Cookies

The Application may rely on the use of cookies, which are small files stored on the hard drive of your computer. We recommend you enable cookies to make the Application easier to use but it is up to you whether you enable them or not. Some features of the Application may not be available if you do not enable cookies.

18. Public statements

You agree not to release to the public any news release, advertising material, promotional material or any other form of publicity relating to us or the Application without our prior written approval.

19. Notices

We may send notices and communications under these Terms of Use to the email address you have provided in connection with your use of the Application. Any notice by you under these

Terms of Use may be sent to our email address (adit_support@geotechnics.co.nz) used for administrative and support purposes in relation to the Application as notified to you in writing. Any notice sent to such addresses will be deemed to have been received on the next business day after sending.

20. General provisions

Force majeure: Neither party will be liable for failures or delays in the performance of its obligations hereunder due to causes beyond its reasonable control, including, without limitation, in respect of the provision of the Application, failures or delays caused by suppliers of Third Party Material, any act of God, pandemic, epidemic, terrorist attacks, inclement weather, accidental damage, vandalism, failure or shortage of power supplies or telecommunications networks, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government or other competent authorities. This does not apply to Client's payment obligations pursuant to clause 3.

Entire agreement: These Terms of Use constitute the entire agreement between us in relation to your use of the Application and supersede any and all preceding and contemporaneous agreements, except to the extent specifically agreed otherwise in writing by us. The Client may issue a purchase order or other confirming document, in which case these shall be used by us only for the purpose of confirming acceptance of these Terms of Use and for invoicing purposes. Terms and conditions on, or attached to, any such purchase order or confirming document shall be of no force or effect.

Assignment: You must not assign, transfer or otherwise deal with any right under these Terms of Use without our prior written approval, which will not be unreasonably withheld. We may assign, subcontract, or novate our rights and obligations under these Terms of Use to any person without your agreement.

Waiver: If we waive, in whole or part, any rights available to us under these Terms of Use on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

Severability: Each term of these Terms of Use is separately valid and binding. If any of these Terms of Use is held to be invalid, unenforceable or illegal for any reason, it is to be read down to give it as much effect as possible, or if it is not capable of having any effect at all, it is to be severed from these Terms of Use, in which case, the remainder of these Terms of Use continue in full force.

Disputes: If there is a dispute between the parties in relation to these Terms of Use, or any matter arising from it, the parties will in good faith in the first instance use their best endeavours to resolve the dispute themselves. If the dispute cannot be resolved by the parties themselves within a reasonable time then they must explore whether the dispute can be resolved by use of an alternative resolution technique. Nothing in these Terms of Use will preclude a party from taking immediate steps to seek interim or interlocutory relief in respect of a dispute before a court.

Governing law: These Terms of Use are governed by New Zealand law and any disputes in connection with these Terms of Use shall be subject to the exclusive jurisdiction of the Courts of New Zealand.

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