

SPECIAL TERMS AND CONDITIONS

Overarching Special Terms and Conditions

The following Special Terms and Conditions apply to all Products and Services:

1. Definitions and interpretation

- 1.1. Unless expressly provided, all capitalised terms in these Special Terms and Conditions have the same meaning as given to them in the Standard Terms and Conditions.
- 1.2. The interpretation provisions in section 30.2 of the Standard Terms and Conditions apply to these Special Terms and Conditions as if set out in full.

2. Order of precedence

- 2.1. To the extent of any inconsistency between the documents forming this Agreement, and notwithstanding anything contrary in those documents, the following order of precedence will apply:
 - (a) the Accepted Fee Proposals (subject to section 2.2 of these Special Terms and Conditions);
 - (b) the Commercial Schedule;
 - (c) the Special Conditions;
 - (d) the Standard Terms and Conditions; and
 - (e) the URL Terms.
- 2.2. If there is any inconsistency between more than one Accepted Fee Proposal, to the extent of inconsistency, the Accepted Fee Proposal most recently accepted or executed will prevail.

3. Modifications

- 3.1. Subject to section 3.2 of these Special Terms and Conditions, we reserve the right to modify or vary the Commercial Schedule and these Special Terms and Conditions at any time without liability to you (including to reflect any changes in the law, technology, our operations, our Products or Services). It is your responsibility to periodically review our Commercial Schedule and these Special Terms and Conditions for any changes (which shall be reflected by the date appearing at the top of our Commercial Schedule and these Special Terms and Conditions). If you have a Subscription or Package with us, we shall notify you of any changes to our Commercial Schedule and Special Terms and Conditions. Subject to section 3.3, your continued use of our Products and/or Services constitutes your acceptance of any modified Special Terms and Conditions.
- 3.2. If you do not agree with our modifications, your sole remedy is to cease using the Platform, Products and/or Services.
- 3.3. You are entitled to terminate an Accepted Fee Proposal within 10 days of changes to our Commercial Schedule and these Special Terms and Conditions (excluding if the change relates to the URL Terms or otherwise do not adversely affect your interests).

4. Assumption of Risk

- 4.1. Without limiting sections 15, 19 and 20 in the Standard Terms and Conditions, you assume sole risk of making use of and/or relying on any outputs generated or returned by AI Outputs. While our AI is trained and tested in conditions that reflect the environment in which it will be used or intended to be used, SiteSherpa cannot guarantee that the AI Outputs will be representative, complete, accurate, error-free and free of bias. To the maximum extent permitted by law, you agree to release and waive any Liability incurred or suffered by you or your Personnel as a result of your reliance on the AI Outputs.

IMPLEMENTATION SERVICES AND FEES

If your Accepted Fee Proposal states that implementation services are required for your chosen Products and/or Services, the following special conditions apply.

1. You shall be charged an implementation fee for the Implementation Standard Services calculated per Authorised User or Employee Limit at the time of the Accepted Fee Proposal (**"Implementation Fee"**).
2. Unless otherwise agreed with SiteSherpa, the Implementation Fee is payable upfront and is non refundable.
3. If the implementation process requires Implementation Customised Services for time or resources outside of scope or beyond the Implementation Standard Services, additional fees will apply.
4. SiteSherpa shall notify you in writing on becoming aware that Implementation Customised Services will be required and provide you with an estimate of the additional fees, You must approve the additional fees prior to SiteSherpa providing the Implementation Customised Services.

ENTERPRISE OFFERINGS

If your Accepted Fee Proposal states that your Product and/or Service is a Enterprise Offering, the following special conditions apply.

1. Delivery of Enterprise Offering

1.1. SiteSherpa will:

- (a) provide the Enterprise Offering in accordance with the Accepted Fee Proposal, including the Specifications; and
- (b) within the timetable set out in the Accepted Fee Proposal, except:
 - (i) where you are in breach of the Agreement;
 - (ii) where the Enterprise Offering is delayed by you or your Personnel or through no fault of us;
 - (iii) where a Force Majeure Event occurs; or
 - (iv) where a different timetable is in agreement between SiteSherpa and you.

1.2. The Accepted Fee Proposal shall set out:

- (a) the Fees and the Fee Cycle to which each Enterprise Offering will apply;
- (b) the service levels SiteSherpa will provide for each Enterprise Offering; and
- (c) the Specifications.

2. Fees of the Enterprise Offering

- 2.1. The Fees, Fee Cycle and payment terms for the Enterprise Offering are set out in the Accepted Fee Proposal or as otherwise provided in the Standard Terms and Conditions.
- 2.2. You must reimburse SiteSherpa for all reasonable expenses properly incurred in performing the Enterprise Offering, including (without limitation) travel, accommodation (where attendance cannot reasonably be completed within eight hours), meals, incidentals, and related costs.

3. Term of the Enterprise Offering

- 3.1. If the Accepted Fee Proposal is for the Enterprise Offering, then the term shall be in accordance with the agreed project scope, Specifications and duration.

4. Termination

- 4.1. You may terminate an Enterprise Offering in accordance with section 24 of the Standard Terms and Conditions or otherwise in the manner set out in the Accepted Fee Proposal (if any).
- 4.2. Section 25 of the Standard Terms and Conditions shall apply to the termination.

5. Definitions

In addition to the definitions in the Standard Terms and Conditions, the following definitions apply:

- (a) **Specifications** means the service specifications and scope of works for each of the Enterprise Offering set out in the Accepted Fee Proposal.

WORKPLACE APP AND SITE SUPPORT

If your Accepted Fee Proposal states that your Product and/or Service is the Workplace App and/or Site Support, the following special conditions apply.

1. Delivery of Workplace App and Site Support

- 1.1. SiteSherpa will provide the Subscription in accordance with the Accepted Fee Proposal.
- 1.2. The Accepted Fee Proposal shall set out:
 - (a) the Fees and the Fee Cycle for the Subscription or Package (as the context applies), and in the event no Fee Cycle is specified, shall be in accordance with section 3.4 of these Special Conditions; and
 - (b) the Capped Deliverables.
- 1.3. If the Accepted Fee Proposal is a Subscription or Package (as the context applies), your Accepted Fee Proposal shall specify if either or both of the Site Co-Pilot Add On and SWMS App are included in your Subscription or Package as a “complementary add-on”. From time to time, the Accepted Fee Proposal may also specify if any newly developed technology solutions (not specifically contemplated in these special terms) are also included in your Subscription or Package as a “complementary add-on”. You acknowledge and agree that SiteSherpa may remove complementary access to this feature at any time on notice to you. For the avoidance of doubt, you are not entitled to any compensation, discount or right to terminate if complementary access to the Site Co-Pilot Add On is removed for any reason.
- 1.4. Each Subscription requires a minimum of **five (5) Authorised Users** (the *Minimum User Requirement*) for each billing cycle.
 - (a) You must maintain at least the Minimum User Requirement for the duration of the Term. If the number of active Authorised Users falls below the Minimum User Requirement at any time during a billing cycle:
 - (i) you will remain liable for the Fees calculated on the Minimum User Requirement, regardless of the lower number of active Authorised Users; and
 - (ii) SiteSherpa may, at its discretion, adjust the Fees to reflect the Minimum User Requirement in the next Fee Cycle.

- (b) Any increase in the number of Authorised Users above the Minimum User Requirement will be subject to the Upgrade provisions in section 6.6, and Fees will be adjusted accordingly from the date of change.
- (c) SiteSherpa may waive the Minimum User Requirement in writing for a specific Accepted Fee Proposal or for a specified period

2. Fees of Workplace App and Site Support

- 2.1. The Accepted Fee Proposal shall set out:
 - (a) the number of Personnel within your organisation ("**Employee Limit**");
 - (b) the number of Authorised Users for the Subscription or Package (if different from 2.1(a) above); (c) the Fees and the Fee Cycle to which the Subscription or Package will apply; and (d) the services (and any service levels, if applicable) applicable to your Subscription or Package.
- 2.2. Unless otherwise specified in the Accepted Fee Proposal, the Fees will be determined by:
 - (a) the number of Employees;
 - (b) the number of Authorised Users (if different from 2.2(a); or
 - (c) the Capped Deliverables (including the number of site visits contemplated in the Accepted Fee Proposal), (each an "**Workflow Unit Limit**") in accordance with the Pricing Plan published from time to time.
- 2.3. Unless otherwise specified in the Accepted Fee Proposal, the Fees shall be payable on a monthly basis.

3. Usage Tiers

- 3.1. If you exceed the Workflow Unit Limit for three (3) consecutive months, your Subscription and/or Package will be automatically upgraded to the next Subscription and/or Package tier in accordance with the Pricing Plan ("**Adjusted Subscription or Package**").
- 3.2. SiteSherpa will monitor your Workflow Unit Limit on a rolling monthly basis to determine whether the Workflow Unit Limit has been exceeded.

- 3.3. Workflow Unit Limit reports may be made available to you in the manner set out in the Accepted Fee Proposal and, if no method is stated in the Accepted Fee Proposal, by notification by email or on our Platform (as determined by SiteSherpa). You are responsible for ensuring that accurate Employee and Authorised User information is maintained within the Platform and/or notified to SiteSherpa in writing.
- 3.4. The pricing adjustment for the Adjusted Subscription or Package will take effect at the beginning of the monthly Fee Cycle following the third consecutive month that you exceeded the Workflow Unit Limit.
- 3.5. Notwithstanding sections 3.1 to 3.4 (inclusive), you may upgrade your Subscription and/or Package at any time in accordance with section 6.6 of the Standard Terms and Conditions.
- 3.6. For the purposes of section 3.2(c) of the Standard Terms and Conditions, the right to request to downgrade your Subscription and/or Package shall only be available if you fall below your Workflow Unit Limit for a period of not less than six (6) consecutive months. If your downgrade request is approved, the pricing adjustment shall take effect at the beginning of the monthly Fee Cycle following the approval of your downgrade request.
- 3.7. SiteSherpa reserves the right to modify the Pricing Plan from time to time, including the Subscription and/or Package tiers, Workflow Unit Limits, Fees and volume-based discounts (if any). Notwithstanding section 6.4 and 6.5 of the Standard Terms and Conditions, SiteSherpa may change the Fees on no less than 30 days prior written notice to you and unless you terminate your Subscription and/or Package prior to the Fee change coming into effect, you shall be bound by that Fee change in your next monthly Fee Cycle.

4. Offered discounts

- 4.1. Volume based discounts for the Subscription and/or Package (for example where the Subscription is for both the Workplace App and Site Support) may be available on commencement of the Initial Term or any Extension Term where stated on our URL Terms.
- 4.2. From time to time, where stated on our URL Terms or otherwise contemplated in the Accepted Fee Proposal, we may offer discounts where you elect to pay Fees upfront instead of when such Fees would be payable pursuant to the relevant Fee Cycle.

5. Term of the Workplace App and Site Support

- 5.1. If the Accepted Fee Proposal is a Package, then unless otherwise specified in the

Accepted Fee Proposal the minimum commitment period for the Package is 12 months. For the avoidance of doubt, Enterprise Offering does not constitute a Package.

- 5.2. If the Accepted Fee Proposal is a Subscription, then unless otherwise specified in the Accepted Fee Proposal the minimum commitment period for the Subscription is 12 months. For the avoidance of doubt, Enterprise Offering does not constitute a Subscription.

6. Capped Deliverables

- 6.1. Unused Capped Deliverables are non-refundable and cannot be exchanged for other Products and/or Services.

7. Credits

- 7.1 If the Accepted Fee Proposal or Commercial Schedule provides that credits are included within your Package, you acknowledge that those credits will expire if unused within 60 days of the commencement of the Package.

8. Termination

- 8.1. If your Accepted Fee Proposal entitles you to terminate a Subscription and/or Package prior to the Initial Term or Extended Term (as the context applies), the following conditions apply:
- (a) if you have received a discount on the Fees for the Subscription or Package, the discount ceases to apply and the full rate is payable retrospectively for the period up to and including termination; and
 - (b) an early termination fee applies equal to one (1) month of Fees (without discount).
- 8.2. For month-to-month Subscriptions and/or Packages, you may terminate for any reason prior to expiry of the then current month. If you were entitled to a discount on the basis you were intending to subscribe for a certain number of months and cease your Subscription or Package early, the discount ceases to apply and the full rate is payable retrospectively for the period up to and including termination.
- 8.3. On termination of the Subscription and/or Package:
- (a) you must cease to access the Workplace App or Site Support (as the context applies);

- (b) you must pay SiteSherpa any outstanding Fees in accordance with the Agreement and the Accepted Fee Proposal; and
- (c) section 17.4 of the Standard Terms and Conditions shall apply.

Termination is without prejudice to any rights or liabilities accruing up to that date.

SWMS App

If your Accepted Fee Proposal states that your Product and/or Service is the SWMS App, the following special conditions apply.

1. Application of Credits

- 1.1. You acknowledge that credits may apply and can be used for the SWMS App as set out in section 6.14 of our Standard Terms and Conditions. For the avoidance of doubt, you may purchase the SWMS App in any other manner offered to you under our Fee Proposal.

2. Termination

- 2.1. Unless a termination notice period is set out in the Accepted Fee Proposal, you may terminate the SWMS App at any time for any reason.
- 2.2. On termination of the SWMS App:
 - (a) you must cease to access the SWMS App;
 - (b) you must pay SiteSherpa any outstanding Fees in accordance with the Agreement and the Accepted Fee Proposal, which includes all fees calculated on a proportionate basis in respect of Deliverables or workstreams that have been commenced but not yet completed;
 - (c) section 17.4 of the Standard Terms and Conditions shall apply.
- 2.3. Any fees or credits applied to the SWMS App in advance are non-refundable.
- 2.4. Termination is without prejudice to any rights or liabilities accruing up to that date.

3. Assumption of Risk

- 3.1. Without limiting sections 15, 19 and 20 in the Standard Terms and Conditions any risk assessment is based on the Customer Data and information provided to us. To the maximum extent permitted by law, you agree to release and waive any Liability incurred or suffered by you or your Personnel as a result of any incomplete, inaccurate or out-of-date data.

CONTRACTOR MANAGEMENT (App)

If your Accepted Fee Proposal states that your Product and/or Service is Contractor Management (app), the following special conditions apply.

1. Fees

- 1.1. Unless otherwise specified in our Accepted Fee Proposal, the Fees for Contractor Management (app) are fixed for a 12-month period.
- 1.2. Unless otherwise specified in our Accepted Fee Proposal, the Fees for Contractor Management (app) are fixed per contractor approval service for a 12-month period ("**Service Commitment Period**")

2. Fees

- 2.1. The Accepted Fee Proposal shall set out the Fee Cycle for the SiteSubbie Service, which shall be:
 - (a) monthly in arrears;
 - (b) payable in advance; or
 - (c) other Fee Cycle set out in the Accepted Fee Proposal.

3. Termination

You may terminate the Contractor Management (app) prior to the expiry of the Service Commitment Period on 30 days prior written notice to us.

- 3.1. On termination of the Contractor Management (app):
 - (a) you must cease to access the Contractor Management (app);
 - (b) you must pay SiteSherpa any outstanding Fees in accordance with the Agreement and the Accepted Fee Proposal, which includes all fees calculated on a proportionate basis in respect of Deliverables or workstreams that have been commenced but not yet completed; and (c) section 17.4 of the Standard Terms and Conditions shall apply.
- 3.2. Termination is without prejudice to any rights or liabilities accruing up to that date.

SITE CO-PILOT

If your Accepted Fee Proposal states that your Product and/or Service is a Site Co-Pilot Add On the following special conditions apply.

1. Package Inclusion

- 1.1. If the Accepted Fee Proposal is a Package, your Accepted Fee Proposal shall specify if the Site Co-Pilot Add On is included in your Package as a “complementary add-on”. You acknowledge and agree that SiteSherpa may remove complementary access to this feature at any time on notice to you. For the avoidance of doubt, you are not entitled to any compensation, discount or right to terminate if complementary access to the Site Co-Pilot Add On is removed for any reason

2. Separate Product

- 2.1. If section 1.1 of these Special Conditions does not apply, you may purchase the Site Co-Pilot Add On as an additional Product and/or Service, subject to the terms of the Accepted Fee Proposal.

3. Application of Credits

- 3.1. You acknowledge that credits may apply and can be used for the Site Co-Pilot Add On as set out in section 6.14 of our Standard Terms and Conditions. For the avoidance of doubt, you may purchase the Site Co-Pilot Add On in any other manner offered to you under our Fee Proposal.
- 3.2. If the Accepted Fee Proposal or Commercial Schedule provides that credits are included within your Package, you acknowledge that those credits will expire if unused within 60 days of the commencement of the Package.

4. Assumption of Risk

- 4.1. Without limiting sections 15, 19 and 20 in the Standard Terms and Conditions if you are unsure of any response provided from Site Co-Pilot Add On or the response does not specifically address your query, you should contact SiteSherpa during ordinary office hours as human intervention may be required to address your query.

CONTRACTOR PRE-QUALIFICATION & MANAGEMENT SERVICE (ENTERPRISE OFFERING)

If your Accepted Fee Proposal relates to the provision of Contractor Pre-Qualification & Management Service (enterprise offering), you are taken to have procured such services as an Enterprise Offering.

1. Scope of services

- 1.1. If the Accepted Fee Proposal relates to the provision of Contractor Pre-Qualification & Management Service (enterprise offering), you acknowledge that we will provide consulting services to you with respect to verifying potential contractors who you invite (**Contractor Invitee**) to interact with our Platform (for the purposes of qualification).
- 1.2. Unless the Accepted Fee Proposal provides otherwise, the Enterprise Offering with respect to Contractor Pre-Qualification & Management Service (enterprise offering) shall be limited to consulting services and shall not entitle you to directly access our Platform.

2. Output/deliverables

- 2.1. Pursuant to the provision of Contractor Pre-Qualification & Management Service (enterprise offering) you will receive:
 - (a) communication from us with respect to the pre-qualification of your Contractor Invitees;
 - (b) reports with respect to Contractor Invitees (but only with respect to the qualification status of such Contractor Invitees); and
 - (c) only where we deem it necessary (such as upon the occurrence of a material incident), information relating to the relevant Contractor Invitee.

3. Pricing

- 3.1. Unless the Accepted Fee Proposal provides otherwise, the relevant Contractor Invitee will be responsible and liable for payment should they wish to interact with our Platform with respect to the qualification process.
- 3.2. Unless the Accepted Fee Proposal provides otherwise, the fees and charges applicable to each Contractor Invitee shall those amounts shown in our URL terms related to



Contractor Pre-Qualification & Management Service (enterprise offering).

CONTRACTOR INVITEE

This section applies to you if you are a Contractor Invitee of an entity engaging us to provide Contractor Pre Qualification & Management Service (enterprise offering) (**Inviting Entity**).

1. Application of terms and conditions

- 1.1. As a Contractor Invitee you will be invited to interact with our Platform for the sole purpose of obtaining a qualification status which will then be provided to the Inviting Entity.
- 1.2. Should you accept the invitation and interact in any way with us or our Platform including by providing any information to us (directly or via our Platform) (**Contractor Acceptance**), you are taken to have accepted the terms of this Agreement as if you were procuring Products and Services from us.

2. Limited offering

- 2.1. While for the purposes of this Agreement, you will be deemed to have procured Products and Services from us, the extent of the offering we shall provide you is limited to the functionality we make available via our Platform to implement and facilitate the qualification process (**Qualification Offering**) and you shall not have access to any of our other Products and Services.
- 2.2. You must pay SiteSherpa the fees associated with the Qualification Offering (**Qualification Fees**) which, unless our Platform provides otherwise, shall reflect those amounts shown in our URL terms related to Contractor Pre-Qualification & Management Service (enterprise offering).
- 2.3. Where the relevant Inviting Entity has agreed to pay some or all of the amounts payable by you in respect of Qualification Offering will be reduced.

3. Qualification Status

- 3.1. Where Contractor Acceptance occurs and you interact with us with respect to the Qualification Offering, you agree that:
 - (a) you will provide us with all materials in a timely manner so as to allow us to perform the Contractor Pre-Qualification & Management Service (enterprise offering) with respect to you as the Contractor Invitee or the Inviting Entity;

- (b) we will communicate the status of your qualification with the Inviting Entity;
- (c) we will provide reports with respect to you (but only with respect to your qualification status) to the Inviting Entity; and
- (d) only where we deem it necessary (such as upon the occurrence of a material incident), we will provide information relating to the you (other than your qualification status) to the Inviting Entity and to any authority.

4. Duration of agreement

- 4.1. You acknowledge that any qualification status obtained pursuant to our Qualification Offering shall expire on the date that is 12 months after Contractor Acceptance occurs (**Qualification Period**). After such time, you will no longer be considered qualified for the purposes of our Qualification Offering and the Contractor Pre-Qualification & Management Service (enterprise offering) that we provide to the Inviting Entity,
- 4.2. Where your only relationship to us is pursuant to a Contractor Acceptance, the term of the Agreement shall be the duration of the Qualification Period and shall terminate thereafter (unless we elect to renew the term in writing).

Revision History

Rev No	Date	Prepared by	Approved by	Next Review Date	Revision History
01	15/04/2025	PVB	JY	15/04/2026	Initial Release

