

## R/VISION Health and Safety System End User Licence Agreement

This End User Licence Agreement (**Agreement**) was last updated on [30th March 2026].

This Agreement is a binding legal agreement between you as the user ("**you**" or "**your**") and us, Rush Digital Interactive Ltd ("**we**", "**us**", or "**our**") in relation to your access to and use of our software-as-a-service product, R/VISION Health and Safety (including any related software, applications, documentation, usage guides and policies, as updated from time to time) (the **Service**).

This Agreement sets out our, and your, rights and obligations in relation to the Service. Please read this Agreement carefully before using the Service. By creating an Account or otherwise using the Service, you acknowledge (whether on behalf of yourself or a legal entity you represent) that you have read, understand and accept the terms of this Agreement, and that you have the authority to enter into this Agreement. This Agreement does not need to be signed to be binding. If you do not agree to the terms in this Agreement, then you must not use the Service.

### 1. Definitions

1.1. In this Agreement, the following terms have the following meanings:

- (a) **Account** has the meaning given in clause 2.2.
- (b) **Affiliate**, as it relates to a party to this Agreement, means a company controlling, controlled by, or under common control with that party.
- (c) **Confidential Information** means any and all information and data in any form, whether obtained before or after the date of this Agreement, that: (i) is related to the business or financial affairs, operations, methodologies, personnel, suppliers, customers, systems, processes, plans, intentions, know-how, or pricing of the other party; or (ii) is obtained from the other party and that is a trade secret or is otherwise confidential in nature or expressed to be confidential.
- (d) **Disclosing Party** has the meaning given in clause 6.1.
- (e) **End Users** means the individuals you permit to access or use the Service.
- (f) **Feedback** has the meaning given in clause 5.3.
- (g) **Force Majeure Event** has the meaning given in clause 10.1.
- (h) **Intellectual Property Rights** means any patent, copyright, trade mark, service mark, moral right, right in a design, know-how, trade secrets, and any other intellectual property rights, whether registered, in the course of being registered, or unregistered, and any analogous rights worldwide.
- (i) **Internal Business Operations** means your internal health and safety management activities.
- (j) **Recipient** has the meaning given in clause 6.1.
- (k) **Reseller Agreement** means the agreement between you and the reseller authorised by us to resell the Service to you.
- (l) **Term** means the term of the relevant Reseller Agreement, provided if no term is specified in the Reseller Agreement then the Term will be monthly.
- (m) **Third Party Providers** has the meaning given in clause 11.8(a).
- (n) **User Data** means all data, information, content, or materials that are uploaded, submitted, posted, or otherwise transmitted to or through the Service.

## 2. The Service

- 2.1. Subject to the terms and conditions set out in this Agreement , we grant you and your End Users a non-exclusive, non-transferable, non-sublicensable, and revocable right to access and use the Service during the Term solely for the purpose of your Internal Business Operations.
- 2.2. You and your End Users may require an account to use the Service (**Account**). You are responsible for the information provided to create Accounts, the security of any password and credentials for the Accounts and for any use of the Accounts and any password or credentials. You will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, promptly notify us.
- 2.3. You acknowledge that we may upgrade and update the Service and that the Service is continually evolving. Some of the updates will occur automatically, while others may require you to schedule and install upgrades and updates to the Service to continue to use the Service.
- 2.4. Although we use reasonable efforts to ensure that any upgrades and updates do not cause any problems in your use of the Service, our liability to you to the extent that problems arise from such upgrades and updates is limited in accordance with clause 8 of this Agreement.
- 2.5. We reserve the right to modify, discontinue or restrict access to the Service (or any part of it), temporarily or permanently:
  - (a) with or without notice to you where there is an issue with the operation, security, or use of the Service that prevents, or may prevent, its normal functionality, or where emergency maintenance or updates are required; or
  - (b) with 14 days' notice to you where there is no issue with the operation, security, or use of the Service.
- 2.6. To the maximum extent permitted by law, you agree that we will not be liable to you or to anyone else for any modification, restriction, suspension or discontinuance of the Service.
- 2.7. We may suspend your access to the Service and/or terminate this Agreement at any time if:
  - (a) required under law;
  - (b) if we reasonably consider that you are in breach of any of the terms of this Agreement;
  - (c) if we reasonably consider that you are in breach of the Reseller Agreement or the Reseller Agreement is terminated or expires; or
  - (d) continued access poses a risk to the Service or third parties.

## 3. Your Obligations

- 3.1. You will:
  - (a) provide us with all necessary access to such information and reasonable cooperation as may be required by us, so that we can provide the Service, including but not limited to User Data, security access information and configuration services;
  - (b) be responsible for maintaining the confidentiality of the Account credentials and all acts and omissions of your End Users as if those acts and omissions are yours;
  - (c) comply with all applicable laws and regulations, as well as any guidelines or collateral provided by us, applying to your use of the Service and your activities under the Agreement;

- (d) be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to ours or our providers' data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet; and
  - (e) permit us to actively monitor and audit the Service to establish whether the Service is being used in accordance with this Agreement.
- 3.2. You will not, and will not allow your End Users or other third parties under your control to:
- (a) provide access to the Service to any third party through operation of a bureau or like service;
  - (b) except as expressly permitted by law, copy, modify, duplicate, adapt, frame, mirror, republish, download, display, transmit, distribute, or create derivative works from, all or any portion of the Service in any form or media or by any means;
  - (c) except as expressly permitted by law, reverse engineer, decompile, translate, disassemble or decompile any part of the Service, including attempting to discover or extract any or all of the source code, object code, or underlying structure, of the Service;
  - (d) resell, sublicense, supply, rent, lease, loan, distribute or otherwise transfer any or all of your rights granted under this Agreement or usage of the Service to any other person;
  - (e) access all or any part of the Service to build a competitive product or service, or to copy any of its features, functions, or graphics;
  - (f) upload to, or use, the Service to store or transmit infringing, libellous, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy or right of publicity, hateful, or otherwise unlawful, objectionable, or tortious material;
  - (g) access, store, distribute or transmit any code, files, scripts, agents, or programs intended to do harm, including viruses, worms, time bombs, and Trojan horses through the Service;
  - (h) remove, disable, circumvent, interfere, disrupt or undermine the integrity or security of the Service or our, or anyone else's, systems, networks or resources used to provide the Service;
  - (i) republish or redistribute any content or material from the Service other than within your own business without our prior written permission;
  - (j) perform any penetration testing on or with respect to the Service, including use of any tools, code or instruction intended to fuzz, damage, destroy, alter, reveal any portion, or expose vulnerability of the Service;
  - (k) make any use of the Service that violates any applicable local, state, national, international, or foreign law, or in any way or for any purpose other than as specifically contemplated by this Agreement;
  - (l) make the Service available to personnel without sufficient education or training on the Service flaws or inaccuracies as instructed by us;
  - (m) use the Service as the sole or decisive source of information for duties, actions, legal compliance, regulatory compliance, legal proceedings, reporting, tendering, pricing, operational or executive decision making, automation and/or process improvement; and
  - (n) attempt to do any of things specified in paragraphs (a) to (m) above.

#### 4. Personal Information

- 4.1. Where we collect personal information or personal data from you, we will comply with our Privacy Policy in our processing of that information or data.
- 4.2. You warrant that you have all necessary consents and permissions to provide us with any personal information or personal data that you provide to us and agree that we may access, process and use personal information or personal data as set out in this Agreement or our Privacy Policy (as applicable).

#### 5. Intellectual Property Rights

- 5.1. You acknowledge and agree that we and/or our licensors own and retain all right, title, and interest, including all Intellectual Property Rights, in and to the Service, including all improvements, modifications, and derivative works of the Service. No rights are granted to you hereunder other than as expressly set forth in this Agreement, and your right to use such Intellectual Property Rights in the Service as provided in this Agreement will cease upon termination of this Agreement.
- 5.2. You own and retain all right, title, and interest, including all Intellectual Property rights, in and to the User Data. You grant us a worldwide, royalty-free, fully paid licence to host, copy, transmit, display, and use the User Data as necessary for us to provide, maintain, and improve the Service. You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all User Data. You warrant that you have all necessary rights and permissions to use and share User Data with the Service and to grant us the foregoing licence.
- 5.3. To the extent you or any End User provides us or any authorised reseller of ours with any suggestions, ideas, feedback, or recommendations regarding the Service (**Feedback**), you hereby grant to us a perpetual, irrevocable, royalty-free, fully paid, sub-licensable, transferable, non-exclusive, worldwide right and licence to collect, use, sell, and otherwise exploit such Feedback, including incorporating it into any of our products or services without any obligation or compensation to you.

#### 6. Confidentiality

- 6.1. Each party (the **Recipient**) will keep confidential all Confidential Information obtained from the other party (**Disclosing Party**) and, except as permitted by clauses 6.2 and 6.3 below, will not use for itself or its own benefit, or divulge or make available the same to a third party without the prior written consent of the Disclosing Party or as specifically contemplated by this Agreement.
- 6.2. The Recipient may divulge Confidential Information only to those of its personnel who are directly involved in fulfilling the Recipient's obligations under this Agreement and will ensure that such personnel are aware of and comply with these obligations as to confidentiality.
- 6.3. The obligations of confidentiality set out in clause 6.1 above will not apply to information that:
  - (a) the Recipient can clearly show was independently available to it from a third party having the right to disclose it;
  - (b) at the time of disclosure is in the public domain, or subsequently enters the public domain, through no fault of the Recipient or any other person to whom it discloses the information; or
  - (c) the Recipient is obliged by law to disclose, provided that it has first advised the Disclosing Party of this obligation, has allowed the Disclosing Party reasonable time to avoid the disclosure having to be made, and has given the Disclosing Party such assistance (at the Disclosing Party's cost) as the Disclosing Party reasonably requests in doing this.

- 6.4. Each party will on demand and, in any event, on termination of this Agreement, deliver to the other party all Confidential Information and any other document or information supplied by or obtained from the other party relating to this Agreement, provided that the Recipient will be entitled to retain Confidential Information of the Disclosing Party to the extent reasonably necessary to meet any applicable legal, regulatory or internal compliance obligations, in which case the provisions of this Agreement will continue to apply to any Confidential Information so retained.
- 6.5. Notwithstanding clause 6.4, to the extent User Data is contained in our back-up, archival or disaster recovery systems created in the ordinary course of business, such User Data will be automatically deleted in accordance with our standard back-up procedures and is not required to be returned to you or destroyed on demand, provided however that any retained User Data shall remain subject to the provisions of this clause 6.
- 6.6. The obligations under this clause 6 will survive termination of this Agreement.

## 7. Disclaimer of Warranties

- 7.1. We do not warrant:
  - (a) that the operation of the Service will be error-free or uninterrupted;
  - (b) that the Service and/or information obtained by you through the Service will meet your requirements; and
  - (c) the accuracy, correctness, reliability and completeness of any information, calculation, or formulae provided through the use of the Service (together referred to as **Calculations**). You acknowledge that the results from any Calculations are for informational purposes only, and that the assumptions used and figures generated are for purposes of illustration and reference only and are subject to change depending on a variety of factors, which may not have been taken into account in the computation. You agree that you will not rely solely on the Calculations and will carry out your own calculations (other than by using the Service) to verify the accuracy, correctness, reliability, and completeness of the Calculations.
- 7.2. You acknowledge and agree that:
  - (a) the Service is not a guarantee or assurance, and is not intended to be and cannot be considered or relied upon as a guarantee or assurance, of compliance with health and safety obligations in any area in which the Service may be used, accessible or installed (**Monitored Environment**);
  - (b) ensuring the safety of any Monitored Environment and any people or plant at or in the vicinity of the Monitored Environment is ultimately your responsibility; and
  - (c) we do not assume any legal, or health and safety, responsibilities of yours as a consequence of this Agreement or the provision of the Service.
- 7.3. Except as expressly set out in this Agreement, the Service is provided on an “as is” and “as available” basis. To the fullest extent permitted by law, all representations, conditions or warranties, whether expressed, implied, statutory, or otherwise, and including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, in respect of the Service are expressly excluded.
- 7.4. The Service may link to third-party providers, websites or feeds relevant to the Service. Any link from the Service does not imply any endorsement, approval or recommendation of, or responsibility for, those websites or feeds or their content or operators. We exclude, to the maximum extent permitted by law, all responsibility or liability for third party provider websites or feeds.

## **8. Limitation of Liability**

- 8.1. To the fullest extent permitted by law, in no event will either party (and, in our case, our Affiliates) be liable for any indirect, incidental, special, consequential, or punitive damages, including any loss of revenue, profit, anticipated savings, or goodwill, loss, damage or corruption of data, or costs of procurement of substitute goods, deliverables, services, rights, or technology, arising out of or in connection with this Agreement, even if the relevant party has been advised of the possibility of such damages and however arising.
- 8.2. To the fullest extent permitted by law, the maximum aggregate liability of either party (and, in our case, our Affiliates) for any and all claims arising out of or in connection with this Agreement or relating to the Service, whether in contract, tort (including negligence), equity, statute or otherwise, will not exceed the total amount paid by you (whether paid directly to us or via an authorised reseller) under this Agreement in the 12 month period immediately preceding the event giving rise to the first claim.
- 8.3. The limits on, and exclusions of, liability set out in clauses 8.1 and 8.2 will not apply to your:
  - (a) breach of clause 4;
  - (b) infringement of our Intellectual Property Rights; or
  - (c) obligations under any indemnity.

## **9. Indemnification**

- 9.1. You will indemnify, and hold us harmless, from and against all costs, damages, losses, and expenses (including but not limited to reasonable attorney's fees) incurred in connection with any claims against us by a third party resulting from, or arising out of:
  - (a) use of and access to the Service by you and your End Users (except to the extent such claims are caused directly by our negligence or wilful misconduct); and
  - (b) any claim that your User Data infringes or violates the rights of a third party.
- 9.2. We will indemnify, and hold you harmless, from and against all resulting costs, damages and reasonable lawyers' fees awarded in accordance with a final judgement or settlement of any claim by a third party against you that your use of the Service in accordance with this Agreement infringes that third party's copyright, provided that you:
  - (a) notify us in writing of the claim promptly after receipt and, in any event, in sufficient time for us to respond to the claim without prejudice;
  - (b) provide us with the exclusive right to control and direct the investigation and defence of the claim and to settle the claim in our sole discretion; and
  - (c) cooperate with us in the defence of the claim (at our cost), including by providing us with a copy of the claim and all relevant evidence in your possession or control.
- 9.3. If the Service becomes the subject of any actual or anticipated claim, we may, at our sole option and expense:
  - (a) procure for you the right to continue using the Service consistent with this Agreement;
  - (b) replace or modify the Service or any part of the Service; or
  - (c) if either (a) or (b) is not available on a commercially-feasible basis, terminate this Agreement, in which case we will refund any prepaid fees for the unused portion of your then-current Term.
- 9.4. Clauses 9.2 and 9.3 are your sole and exclusive remedy in respect of any claim.

## 10. Force Majeure

- 10.1. Neither party will be responsible or liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to acts of God, natural disaster, riot, terrorism, malicious damage, fire, epidemic, pandemic, or any other event outside the reasonable control of that party (each a **Force Majeure Event**), to the extent such delay or failure could not have been prevented by exercising the skill, diligence, care and foresight expected of a highly skilled and experienced person in the same or similar circumstances. Neither party will be relieved of its obligation to pay any money due and owing to the other party under this clause 10.
- 10.2. The affected party must:
- (a) do all reasonable things to avoid, minimise the duration of, and mitigate the consequences of the Force Majeure Event;
  - (b) promptly notify the other party of the occurrence of the Force Majeure Event, providing full details of the Force Majeure Event, an estimate of its likely duration, the impacted obligations, and the extent to which performance is likely to be affected; and
  - (c) when the Force Majeure Event ends, recommence performance of the affected obligations and promptly notify the other party.

## 11. General Provisions

- 11.1. This Agreement is governed by and construed in accordance with the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 11.2. From time to time we may modify this Agreement. We will use reasonable efforts to notify you of any changes by posting on our website or by sending you an email. If any such change has a material adverse effect on you, you may terminate this Agreement by giving us at least 20 business days' written notice, in which case we will provide you with a pro rata refund of any prepaid fees. Your continued use of the Service after such notice constitutes your acceptance of the modified Agreement.
- 11.3. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect.
- 11.4. No waiver of any breach of this Agreement will be deemed to be a waiver of any other or any subsequent breach. The failure of any party to enforce any provision of this Agreement at any time will not be interpreted as a waiver of the provision.
- 11.5. This Agreement and the documents referred to in it constitutes the entire agreement between you and us in relation to your use of the Service and supersedes all prior and contemporaneous understandings between us specifically about the Service.
- 11.6. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.
- 11.7. We may subcontract any of our obligations under this Agreement to any third party at any time without notice to you, but we will continue to be liable to you for the performance of our obligations under this Agreement.
- 11.8. You acknowledge that:
- (a) we may rely on the provision of services by third parties (including data centre and telecommunications providers) in order to provide the Service (**Third Party Providers**); and

(b) we will not be responsible for any delays, delivery failures, penalties, liquidated damages, or any other loss or damage to the extent arising out of or in connection with any services provided by Third Party Providers, including any delays, delivery failures, penalties, liquidated damages, or any other loss or damage resulting from the transfer of data over communications networks and facilities (including the internet).

11.9. We may assign or novate, in whole or in part, any of our rights or obligations under this Agreement upon written notice which may be by way of a general notice through our website or other forms of communication. If we assign or novate our rights or obligations under this Agreement to a third party (other than our Affiliates) and:

(a) that third party is a competitor to you in relation to any of your products or services; or

(b) you consider (acting reasonably) that working with such third party would be significantly detrimental to your operations or business,

then you may terminate this Agreement by giving us at least 20 business days written notice, in which case we will provide you with a pro rata refund of any prepaid fees. You cannot assign or novate any of your rights or obligations under this Agreement, in whole or in part, without our prior written consent (which will not be unreasonably withheld).

11.10. If you have any questions about this Agreement, please contact us at [info@rvision.ai](mailto:info@rvision.ai).