

## Service Level Agreement (SLA) - EnviroDNA Pty Ltd

### 1. Purpose

This Service Level Agreement (SLA) outlines the scope of services, service standards, and mutual responsibilities between EnviroDNA Pty Ltd ACN 614 473 166 ('EnviroDNA') and its clients. It is designed to ensure clear expectations regarding the delivery of environmental DNA (eDNA) sampling, analysis, and reporting services.

### 2. Scope of Services

#### A. Survey design and strategy

EnviroDNA offers survey design services as well as field sampling services, carried out by our team of experts with strong backgrounds in ecology, genetics, hydrology, and statistical modelling. In addition, we offer training to teams wishing to design and carry out the sampling themselves. This latter approach can be delivered in person or online but may incur additional costs and require minimum notice periods.

If requested, EnviroDNA will design a robust sampling framework tailored to the client's project objectives using client input on location characteristics, and the distributions, ecology, genetics and detectability of target species. This information enables our experts to make sound recommendations regarding the optimal timing, location, sampling method, and sampling frequency.

Detailed spatial and statistical analyses are also available upon request, including:

Developing scientifically-sound sampling plans based on observed or estimated site occupancy patterns informed by historical eDNA detections in the EnviroDNA database, published studies, and/or public data repositories, such as ALA and GBIF.

Building species distribution models (e.g., site occupancy-detection models for structured detection/non-detection data, or less complex models for presence-absence or presence-only data) to inform where and when to sample, as well as the minimum number of samples required to achieve high detectability.

Statistical power analyses to determine the number of sites and samples required to accurately map a species' distribution, or track changes in the distribution of one or many species over time.

**Note:** EnviroDNA provides general advice to help inform clients on the number of samples to collect and on basic survey designs based on information provided to us from clients. For any survey designs requiring specialist support as described above, survey design comes at an additional per hour cost. EnviroDNA is not responsible for inaccurate information provided by clients that may influence survey outcomes.

#### B. Sample Collection and Transport

- Clients may choose to conduct sampling themselves or engage EnviroDNA to do so.
- EnviroDNA are an approved distributor of Smith-Root water samplers, filters and equipment. Developed by engineers and researchers, these robust sampling systems maximise species

detection and streamline sampling and are particularly effective in large waterbodies. Smith-Root eDNA filter packs come in regular and self-preserving filter types. The self-preserving filters are advantageous for long or remote field surveys. Our Smith-Root products are available for purchase or hire. You can browse the product line [Smith-Root eDNA water samplers](#) and [filters](#).

- Sampling Kits and Instructions: EnviroDNA offers eDNA sampling kits for water, soil and scats that are easy to use with limited experience or training.

## Sample transport requirements

### Water

- Manual syringe filters: must be received by EnviroDNA within 10 days of collection.
- Smith-Root self-preserving filters: must be received by EnviroDNA within 30 days of collection.
- Filters must be kept at ambient temperature (unless otherwise advised by your Project Manager) and out of sunlight prior to delivery to EnviroDNA.

### Soil

- Soil samples should be shipped in falcon tubes provided and delivered with sealed freezer packs to keep them cool (not with loose ice, zip-lock bags, etc).
- EnviroDNA cannot accept soil samples that are sent in any containers other than the falcon tubes provided.
- Samples should be stored in a fridge (not frozen) or Esky between collection and shipping, and must be shipped as soon as possible to avoid degradation. It is recommended that samples are shipped within 5 days of sampling.

### Swab

- Swab samples should be shipped in 2mL buffer screwcaps provided following sampling directions.
- Swab samples must be kept at ambient temperature (unless otherwise advised by your Project Manager) and out of sunlight.
- Samples should be shipped to EnviroDNA and received within 10 days of sample collection.

**Samples should be sent to:** Level 1 / 95 Albert Street, Brunswick, Victoria 3056, Australia. Attention: EnviroDNA Chain of Custody team.

Sample shipments must be clearly labelled with the unique project code provided at the initiation of your project.

**International shipments:** Please speak with your Project Manager to ensure you have the correct Australian Biosecurity import permit (issued by Department of Agriculture, Fisheries and Forestry) and other required documentation before shipping any samples into Australia from overseas. Raw unextracted environmental samples will need to be shipped to an approved quarantine facility before release to EnviroDNA. Your EnviroDNA Project Manager will provide further details on this process at project kick-off.

## 3. Samples and Chain of Custody (CoC) Labelling and CoC

- The supplied sample metadata worksheet contains instructions for sample labelling. Complete sample metadata for any package sent to EnviroDNA ensures that samples are tracked and results are reported back accurately. We request that GPS coordinates

(decimal degrees) are provided for all samples, as these are important for quality control/quality assurance purposes. Please raise this with your Project Manager if the data are sensitive.

- The completed metadata sheet should be attached to our submission form when samples have been sent ([link to form here](#))
- Sample receipt: on arrival at EnviroDNA, your samples will be inspected and your metadata validated. You will receive an automated notification of receipt.

Note: Samples arriving without online metadata submission (via the portal, app or similar) will be received and placed on hold; however, sample processing will not commence until a complete sample metadata worksheet is submitted online and any outstanding metadata queries are resolved. EnviroDNA will not accept responsibility for project/report delivery delays if metadata is not provided on time.

## **DNA storage**

- Extracted DNA is stored at -20°C for 6 months free of charge.
- Long-term storage options are available at an additional cost upon request.
- EnviroDNA will contact you 6 months after your project completion date to confirm whether you wish to move your samples into long-term storage at additional cost. If no response is received within two weeks, EnviroDNA will opt to safely dispose of your samples.

## **4. DNA Extraction and Analysis**

All lab work is performed by qualified molecular geneticists using standardised protocols, automated DNA extraction and liquid handling systems.

### **A) Laboratory Analysis – qPCR**

DNA is extracted from filters using commercially available DNA extraction kits (Qiagen Power Soil Pro Kit) that minimise compounds in environmental samples that can inhibit PCR reactions. Real-time quantitative Polymerase Chain Reaction (qPCR) assays are used to amplify the target DNA, using a species-specific probe targeting a small region of the target species DNA. Assays are performed in triplicate on each sample. Positive and negative controls are included for all assays.

### **B) Laboratory Analysis – Metabarcoding**

DNA extraction process for metabarcoding is the same as qPCR as described above. Library construction involves two rounds of PCR, whereby the first-round employs gene-specific primers to amplify the target region and the second round incorporates sequencing adapters and unique barcodes for each sample-amplicon combination included in the library. Negative controls are included during library construction. Negative controls consist of extraction negative as well as PCR negatives, in which nuclease-free water is used in place of DNA during both rounds of PCR. Sequencing is carried out on an Illumina sequencing platform.

### **Bioinformatics – Metabarcoding**

Sample libraries will be developed using general primers relevant to the taxonomic group/s being targeted. Once sample libraries have been developed, we then use the Illumina® NGS platform to sequence sample libraries. Using a variety of bioinformatic tools and EnviroDNA's unique reference

DNA databases, we then assign Operational Taxonomic Units (OTUs) to species (or alternatively to genus/family level), to identify species detected from within the taxonomic group which the assay(s) targets for all samples. Where sequences can't be confidently assigned to species level (i.e. due to lack of available reference sequences, shared haplotypes), sequences will be resolved to the lowest possible taxonomic level.

## 5. EnviroDNA Product Offerings

### A) Target

Efficiently detect the presence of single species – suitable for rare, elusive, or threatened species on Federal (EPBC) or State lists. We analyse eDNA to detect the presence of specific species using targeted qPCR assays. [Our target species assays list can be found here](#). Please ask us if your target species is not on this list. EnviroDNA regularly works with clients to develop new assays.

### B) Screen

Monitor biodiversity at site or landscape level using eDNA metabarcoding. By analysing environmental samples, we can detect thousands of species across diverse sites allowing you to efficiently establish biodiversity baselines with repeatable monitoring solutions. Our metabarcoding assays are offered as panels of assays which target taxonomic groups of interest. [Our biodiversity monitoring solutions can be found here](#).

### C) Atlas

Full-community DNA metabarcoding. Unlike the more targeted “Target” (single species via qPCR) or “Screen” (1–3 taxonomic groups) services, Atlas analyses the entire spectrum of biodiversity present in environmental samples—including microbes, fungi, plants, invertebrates, amphibians, birds, mammals, reptiles and fish. [Our biodiversity monitoring solutions can be found here](#).

### D) SourceDNA Contamination Tracking

EnviroDNA's [SourceDNA](#) identifies and tracks the source of contamination in aquatic environments, helping waterway managers and authorities respond rapidly, safely, and cost-effectively. SourceDNA analyses water samples for faecal indicator bacteria and host species presence (such as livestock and human DNA) and can be optimised for additional sources such as poultry, swine, and canine DNA.

### E) Traditional Owner Training Program

EnviroDNA's [Traditional Owner program](#) empowers First Nations communities to lead and participate in environmental monitoring by combining eDNA technology with Indigenous ecological knowledge. The program supports capacity building through hands-on training, co-designed projects, and accessible tools that enable Traditional Owners to detect and monitor culturally significant, threatened, and invasive species on Country. By respecting and integrating cultural knowledge systems, EnviroDNA helps foster deeper connections to land and water while supporting self-determined land management, conservation outcomes, and employment opportunities for Indigenous Australians.

## F) EnviroDNA's Threatened Species Matrix

Designed primarily for environmental consultants, EnviroDNA's [Threatened Species Matrix](#) is a framework that allows us to instantly compare, quantify and identify the most effective approach to detecting any given any EPBC listed species using an eDNA approach.

## 6. Reporting and Interpretation

### A) Biodiversity Mapping and Data Visualisation

Our innovative web application, EnviroIQ, allows visualisation of client eDNA data alongside other datasets, supporting effective reporting and decision-making via spatial insights. Features of EnviroIQ include:

- Quantitative tracking of biodiversity changes across time and space using a range of biodiversity metrics derived from eDNA data and species occurrence datasets, such as ALA.
- Real-time, custom data visualisation, providing an ability to customise metrics and other aspects of project results according to site, species conservation status, and more.
- Support for effective decision-making with spatial insights.
- Customers can choose to receive either a) raw data + EnviroIQ or b) raw data + EnviroIQ + our PDF report at the end of a project.

## 7. Turnaround Times

- **qPCR analysis:** Approximately 2 weeks from receipt of samples and metadata.
- **DNA metabarcoding:** Approximately 6–8 weeks from receipt of samples and metadata.
- Non-standard projects (such as pilot programs, R&D, and assay development) may fall outside of these turnaround times and will be discussed on a project-by-project basis.

## 8. Responsibilities

### A) Client Responsibilities

- A signed quote must be returned before the project can commence, unless a framework agreement has been established between the customer and EnviroDNA.
- To set up your first EnviroDNA project, we will need information about how to invoice your organisation. Please quote your quote number when completing the Project Finance Onboarding form: <https://wkf.ms/4gxko6e>. We'd appreciate it if you could complete this form as soon as possible to get your project rolling.
- Once the project is approved, we will send you a unique project code and a metadata template to accompany any samples. These are required before processing can start. Both are vital for us to correctly identify samples and ensure accurate, timely delivery of results.
- Provide expected date of sample arrival so we can schedule into our lab timelines.
- Provide accurate metadata and adhere to sampling, storage, and shipping instructions.
- Communicate any project delays or scope changes in a timely manner.

## B) EnviroDNA Responsibilities

- Provide agreed services on schedule, subject to sample quality and completeness of data.
- Maintain quality assurance through internal controls and standard operating procedures.
- Promptly communicate any project delays or issues that may arise.
- Maintain Intellectual Property Rights as agreed between both parties.

## C) Data Storage and Access

- Results and reports will be shared securely with clients.
- Raw and processed data may be retained for future comparisons or re-analysis, per client agreement.
- **Note:** All Indigenous cultural and intellectual property is legally protected and EnviroDNA will work with Traditional Owners prior to the sampling on Country to develop an appropriate knowledge sharing approach for the program.

## D) Invoice Breakdown

EnviroDNA structures invoicing based on the total project value:

Projects < \$5,000: 100% invoiced at Lab Work Commencement (once samples are received by EnviroDNA).

Projects > \$5,000 and < \$25,000: 50% invoiced at Project Kick-Off, balance (50%) invoiced at Report Delivery.

### Milestone Definitions

**Lab Work Commencement:** Samples and metadata are received by EnviroDNA and processing commences.

**Project Kick-Off:** The Kick-Off information for the project is provided to the client by EnviroDNA, any consumables and shipping are arranged, and any training sessions are confirmed.

**Report Delivery:** All agreed-upon project deliverables are provided to the client by EnviroDNA (e.g. datasheet, report, web application link).

**Please note:** Provision of project deliverables to the client by EnviroDNA may be delayed if previous invoices for the project are overdue. Payment is due within 14 days of invoicing, as per our standard payment terms.

## E) Issue Resolution and Escalation

Any deviation from the agreed service levels should be reported to the assigned Project Manager. Where escalation is required, the matter will be reviewed by the Commercial and Operations Manager and addressed within 10 business days.

## **F) Amendments**

This SLA may be updated periodically to reflect service improvements or changes in regulatory requirements. Clients will be notified in writing of material changes. EnviroDNA reserves the right to periodically update pricing.

## **9. Warranties**

- EnviroDNA will make all reasonable efforts to deliver results within the estimated timeframes; however, delivery times are indicative only and not guaranteed.
- Estimated delivery timeframes are dependent on EnviroDNA receiving the full volume of samples as per the analysis package purchased. Alternatively, if the client and EnviroDNA agree to process samples in batches, this may impact turnaround times and may incur additional charges.
- While EnviroDNA is committed to delivering analysis to the highest possible quality standards, it does not provide any warranty as to the accuracy, completeness, or fitness for purpose of the data. All services are provided on a best-efforts basis.

# EnviroDNA- Terms of Engagement

## 1. Definitions

**In these Terms, unless the context requires otherwise:**

- a. **Additional Charges** means charges that are separate from the Fee and may include but are not limited to courier fees, print costs, production of iterated versions or drafts of reports, and EnviroDNA administration costs where additional services are provided by third parties and any other costs incurred by EnviroDNA as a result of a client request falling outside the original scope of Services.
- b. **Background Intellectual Property** means all Intellectual Property owned by or licensed to EnviroDNA that exists prior to the Commencement Date or is developed independently of this Contract, including EnviroDNA's proprietary methodologies, software, genetic markers, databases, research protocols, and know-how.
- c. **EnviroDNA** means ENVIRO DNA PTY. LTD. (ACN 614 473 166 and ABN 21 614 473 166).
- d. **Commencement Date** means the date upon which EnviroDNA commences work on the Project or as agreed between the parties.
- e. **Confidential Information** means information that:
  - i. by its nature is confidential;
  - ii. is designated by the parties as confidential; or
  - iii. the parties know or ought to know is confidential;
  - iv. and includes all information about EnviroDNA and its related bodies corporate, including but not limited to, all technical, financial, commercial and other information in any form (for example: as a document or in electronic form) of or relating to them or their business affairs, which is made available or which becomes known during the term of this Contract but does not include information that was in the public domain at the time of its disclosure.
- f. **Contract** means the contract formed as a result of the acceptance of a Project Proposal by the Client. It includes these Terms and the Project Proposal.
- g. **Client** means the Client set out in the Project Proposal, offer or other document provided by EnviroDNA (in the absence of such information, the Client who consents to the engagement).
- h. **Equipment** means any equipment, chattels, structure or articles of whatsoever kind that are temporarily stored at the Client's premises, the Project site, or provided to the Client by EnviroDNA or for the purposes of carrying out the Project, whether such equipment is owned by EnviroDNA or a third party.
- i. **Fee** means the amount or rates payable in respect of the Services and/or Goods identified in the Project Proposal or if no amount or rates are specified, the amount calculated pursuant to the hourly rates or rates for certain output of EnviroDNA which are current at the time of the provision of the Services and/or Goods.
- j. **Project Proposal** means the correspondence issued to the Client by or on behalf of EnviroDNA usually identified as the proposal, fee proposal, engagement letter or quote for the provision of the Services and the supply of Goods for each specific Project.

- k. **Final Output** means the deliverables or Project output produced by EnviroDNA as set out in the Project Proposal.
- l. **Goods** means the Final Output and any other goods supplied by EnviroDNA in connection with the Services.
- m. **Intellectual Property** means intellectual property including copyright; moral rights; discoveries; inventions; present and future patent and patent applications; rights to inventions; copyright and related rights; trademarks; service marks; trade names; domain names and URLs; rights in goodwill or to sue for passing off; rights in data, metadata, discoveries, scientific output, databases, spreadsheets, presentations, training materials, research protocols, know-how, samples, and materials; designs; registered designs; rights in computer software; drawings, reports, bills of quantities, calculations; rights in the Confidential Information (including know-how and trade secrets); and any other intellectual property rights. These rights may be registered or unregistered.
- n. **Insolvency Event** means any of the following analogous events:
  - i. the party, being an individual, commits and act of bankruptcy;
  - ii. a party becomes insolvent;
  - iii. a party disposes of whole or any part of its assets, operations or business other than in the ordinary course of business;
  - iv. the party unable to pay their debts as the debts fall due;
  - v. any step is taken by a mortgagee to take possession of or dispose of the whole or any part of a party's assets, operations or business; or
  - vi. any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or party of any party's assets, operations or business.
- o. **Invoice** means a tax invoice issued by EnviroDNA to the Client specifying the Fee or any part of the Fee and any ancillary costs (including Additional Charges and Reimbursable Expenses) payable by the Client to EnviroDNA for the Goods and Services.
- p. **Project** means the project for which the Services will be performed and/or Goods will be provided by EnviroDNA as set out in the Project Proposal.
- q. **Project Intellectual Property** means all Intellectual Property created by EnviroDNA specifically and exclusively for the Client in the course of performing the Services, including the Final Output and raw data generated from the Client's samples. For the avoidance of doubt, Project Intellectual Property does not include any Background Intellectual Property.
- r. **Reimbursable Expense** means all costs and expenses (in addition to the Fee) that are incurred by EnviroDNA in the performance of the Services which are approved by the Client or designated as such in the Project Proposal.
- s. **Services** means the services to be provided by EnviroDNA to the Client as described in the Project Proposal.
- t. **Terms** means the terms and conditions set out in this document.
- u. **Workflow Schedule** means any schedule, timeline or program for performance of the Services or provision of the Goods (if any) as set out in the Project Proposal.

## 2. Acceptance of Terms and Engagement

- a. These Terms apply to the sale of Goods and/or Services from EnviroDNA to the Client.
- b. EnviroDNA will not supply Goods and/or Services on any other terms or conditions other than those set out herein unless agreed in writing by the parties.
- c. The Client is deemed to have agreed to these Terms and committed to the Project by:
  - i. providing instructions to EnviroDNA regarding the Project after receiving the Project Proposal attaching these Terms; or
  - ii. otherwise accepting the Project Proposal and Terms by confirming the Engagement (either verbally or in writing).
- d. If EnviroDNA accepts an engagement as specified in clause 2.3, the parties will have created a binding Contract and EnviroDNA will supply the Services and/or Goods to the Client, and the Client will pay the Fee to EnviroDNA as specified in the Project Proposal or Invoice in accordance with the Contract.

## 3. Fee and Payment Terms

- a. EnviroDNA structures invoicing based on the total project value:
  - i. Projects under \$5000: 100% invoiced at Lab Work Commencement (once samples are received by EnviroDNA)
  - ii. Projects between \$5,000 and \$25,000: Split into two invoices – 50% invoiced at Project Kick-Off, balance (50%) invoiced at Report Delivery
  - iii. Projects above \$25,000: Split into three invoices – 50% at Project Kick-Off, 25% at Lab Work Commencement, and balance (25%) invoiced at Report Delivery

### Milestone Definitions

**Lab Work Commencement:** Samples and metadata are received by EnviroDNA and processing commences.

**Project Kick-Off:** The Kick-Off information for the project is provided to the client by EnviroDNA, any consumables and shipping are arranged, and any training sessions are confirmed.

**Report Delivery:** All agreed-upon project deliverables are provided to the client by EnviroDNA (e.g. datasheet, report, web application link).

- a. Depending upon Project scale, EnviroDNA may agree to an alternative schedule for payment of the Fee but only in circumstances where such payment schedule is agreed in writing between the parties or expressly delineated in the Project Proposal.
- b. The Client shall pay EnviroDNA the Fee and any Reimbursable Expenses as identified in the Invoices within 14 days of receipt of the Invoice unless otherwise stated in the Project Proposal.

- c. If the Client fails to make payment of any amount within 30 days of the date of the Invoice, the Client must pay to EnviroDNA:
  - iv. interest on the full amount outstanding at the rate equal to 4% higher than the penalty interest rate fixed by the Attorney-General of Victoria pursuant to s2(1) of the Penalty Interest Rate Act 1983 (Vic), calculated monthly for the period from the due date until payment is received; and
  - v. any reasonable administration costs incurred by EnviroDNA associated with or incidental to the failure to make payment including but not limited to one-off charges of \$25 for the issuing of financial statements, payment reminders and debtor telephone calls.
- d. If notice of outstanding amounts has been given to the Client and, notwithstanding the notice, the Client fails to pay any amount due to EnviroDNA, EnviroDNA will be at liberty to suspend the Project or performance of services or provision of goods (whether as part of the Project or any other engagement) until such time as outstanding amounts have been paid in full.
- e. The Client must reimburse EnviroDNA for the full amount of any bank or other fees associated with any dishonoured payments or cheques and hereby indemnifies EnviroDNA against any legal, debt recovery or other expense associated with any action by EnviroDNA to recover monies owing from the Client.
- f. The Client may not withhold, make deductions from, or set-off payment of any of the Fee due to EnviroDNA for any reason.
- g. All Fees, Reimbursable Expenses, Additional Charges and all other expenses payable under this Contract in relation to the supply of goods and services are exclusive of goods and services tax (GST), unless stated otherwise, and GST will be payable by the Client to EnviroDNA.

#### **4. EnviroDNA's Responsibilities and Workflow Schedule**

- a. EnviroDNA will provide the Client with the Services as set out in the Project Proposal to complete the Project.
- b. EnviroDNA will exercise reasonable care, skill and ability when performing the Services and/or providing the Goods, however, EnviroDNA does not warrant that any specific outcome or scientific conclusion will be supported by or contained in the Final Output.
- c. EnviroDNA is unable to commence and/or progress the Project until it receives from the Client:
  - i. the Deposit paid in full;
  - ii. any required access to the Project site; and
  - iii. all relevant Project documentation, water samples, directions and information (where required to be provided by the Client and identified by EnviroDNA to the Client);
  - iv. and in circumstances of delay, the Commencement Date, the Workflow Schedule, and/or the date for delivery of the Final Output will be modified accordingly.

- d. The Client shall promptly provide EnviroDNA with all information, documentation, electronic files, details, access, approvals, authorities, licenses and permits required for EnviroDNA to provide the Services and complete the Project.
- e. Payment of the Deposit will secure the Project resources and, if requested by the Client but not contained in the Project Proposal, a Commencement Date and/or Project completion date will be agreed. In circumstances where EnviroDNA has issued a Project completion date, Final Output date, or Workflow Schedule but has not yet received the required Client information and/or samples, such dates will be reviewed and subject to confirmation once EnviroDNA receives all the required Client information and/or samples.

## 5. Client's responsibilities and warranties

### a. The Client:

- i. warrants that it has the right to use any third-party information or material provided to EnviroDNA (for example, data, scientific output, literature or other copyright protected works), and is not infringing any Intellectual Property rights of any third-party;
  - ii. must provide EnviroDNA with all resources, including but not limited to information, documentation, approvals, site relevant permits, and licences to enable EnviroDNA to perform the Services and complete the Project;
  - iii. must use all reasonable endeavours to ensure that there are no circumstances which may affect EnviroDNA's ability to provide the Services and/or the Goods; and
  - iv. must provide EnviroDNA with any details of any required specifications or properties of the Services and/or Goods at the time of the engagement of EnviroDNA by the Client.
- b. The Client warrants that the Project documentation, details, resources and information provided to EnviroDNA will be accurate and current, to the best of its knowledge. The Client further warrants that it has disclosed any known limitations, defects, latent conditions or restrictions with the Project site and Project information which may affect or impact the Project or the Final Output.
  - c. If there are any errors in any specifications or other information provided by the Client to EnviroDNA as set out in this clause 5, EnviroDNA will be entitled to vary the Fee.
  - d. The Client warrants that it holds insurance cover for any loss or damage in an adequate amount to cover the risks it bears under this Contract (including but not limited to cover for business interruption and environmental damage) as required by statute or otherwise as is reasonable in the circumstances.
  - e. The Client acknowledges that the Services and the Project entail scientific research which is uncertain in nature and so no specific outcome, conclusion, data or hypothesis can be guaranteed by EnviroDNA.
  - f. EnviroDNA will be entitled to rely on the warranties given by the Client as set out in this clause 5.

## 6. Variations and Cancellations

- a. If the performance of the Services is delayed by an act, omission or default of the Client or its employees, agents, consultants or contractors, then EnviroDNA may require the Client to pay EnviroDNA for the costs and expenses incurred by EnviroDNA as a result of the delay and accordingly add to the Fee any Additional Charges incurred to EnviroDNA.
- b. If the Client causes a significant delay to the Workflow Schedule or the Project which would render it wholly impractical to continue the Project (or significantly delay other EnviroDNA clients, projects or engagements), then EnviroDNA may cancel or suspend the Project and retain the Deposit or a portion of the Deposit commensurate to the costs of the Services and/or Goods rendered to the date of cancellation (at its sole discretion). In circumstances where the value of the Services and/or Goods rendered up to the time of cancellation exceeds the Deposit, EnviroDNA reserves the right to charge this additional amount to the Client.
- c. If the Client wishes to make changes to the Project, the Services and/or the Workflow Schedule the Client must notify EnviroDNA in writing of those changes, and if those changes result in additional work or time required by EnviroDNA, EnviroDNA may vary the Final Output delivery date, Workflow Schedule and the Fee to include any Additional Charges and/or Reimbursable Expenses incurred by EnviroDNA as a result of those changes.
- d. EnviroDNA will be entitled to Additional Charges and/or to vary the Fee as agreed between the Client and EnviroDNA or, if no agreement is reached, then as reasonably determined by EnviroDNA (taking into account the cost of comparable goods and services), if:
  - i. EnviroDNA is required to perform services different or additional to those specified in the Project Proposal;
  - ii. the nature of the Services or the Project changes from that provided by the Client or its agent to EnviroDNA at the Project Proposal stage and there is a consequent increase in the total delivery cost of the Project;
  - iii. the costs associated with the provision of the Services or provision of the Goods is directly or indirectly increased due to the imposition of, or increase in, the amount of any government or statutory authority tax (other than income tax), fee or charge; or
  - iv. the Services are suspended other than by reason of a breach, negligence or omission by EnviroDNA.
- e. In circumstances of a cancellation or suspension by the Client of the Project, the Services, and/or the Final Output delivery then, in the absence of any breach of these Terms by EnviroDNA, the Client will be liable for a portion of the Fee as reasonably determined by EnviroDNA in its sole discretion taking into account any loss, expenses or costs to EnviroDNA (including consequential loss, third party Equipment hire, and cancellation fees).

## 7. Liability

- a. To the extent permitted by law, neither party will be liable to the other for any consequential, indirect, or special loss, including loss of profit, loss of revenue, loss of production, or loss of opportunity, arising out of or in connection with this Contract.
- b. To the extent permitted by law, each party's total aggregate liability to the other party for any and all claims arising out of or in connection with this Contract, the Services, or the Goods (whether in contract, tort including negligence, statute, or otherwise) is limited to the total Fee paid or payable by the Client to EnviroDNA under the relevant Project Proposal.
- c. Nothing in this Contract is intended to exclude, restrict or modify any non-excludable right or remedy conferred on the Client by the Australian Consumer Law. If any condition or warranty is implied into this Contract under the ACL and cannot be excluded, EnviroDNA's liability for any breach of such a condition or warranty is limited, at EnviroDNA's option, to:
  - i. the re-supply of the Services or Goods; or
  - ii. the payment of the cost of having the Services or Goods supplied again.
- d. EnviroDNA shall not be liable to the Client for:
  - i. any claims or liability which may arise as a result of the Client providing incorrect information or instructions;
  - ii. acts, omissions or defaults of other contractors or consultants engaged by the Client (including consultants or contractors engaged by EnviroDNA as the agent for the Client);
  - iii. any changes, alterations or additions to the Project and/or the Services made by others without the express approval of EnviroDNA;
  - iv. the accuracy of any cost or time estimates;
  - v. business interruption, any loss of use, opportunity or production, loss of interest, earnings, profit or anticipated profit, loss of contracts, loss of goodwill, holding or financial costs, or any indirect or consequential loss or damage;
  - vi. any loss, damage or claim to the extent that such loss, damage or claim was caused or contributed to by the Client or its employees, agents, consultants or contractors; and
  - vii. any liability to a third-party for any claim whatsoever arising out of, or in connection with, the Services, the Goods, the Project, or the Final Output.

## 8. Indemnity

- a. The Client agrees to indemnify EnviroDNA and each of its current and former officers, servants and agents, heirs and assigns against any claims, loss, damages and liabilities of any kind (including legal costs) arising from or incidental to:
  - i. a breach by the Client of the Contract including but not limited to a breach of any of the warranties set out at clause 5;

- ii. any exploitation or use of the Client's Intellectual Property or the Project Intellectual Property, and infringement of any third-party intellectual property rights;
- iii. negligence, mistake, omission or failure of performance by the Client or any of its agents;
- iv. the Client providing incorrect information or instructions, or misrepresenting the Project site or environment the subject of the Project; or
- v. the Client instructing EnviroDNA to represent, amend, manipulate or configure the Final Output in a way which is or has the potential to be misleading and/or deceptive or inaccurately represent or depict the Project site, its environmental characteristics, any scientific conclusions, the Client's products or services in any way.

## 9. Termination

- a. A party may terminate the Contract upon 30 days' written notice to the other party.
- b. EnviroDNA may immediately terminate the Contract or suspend the performance of the Contract if:
  - i. the Client breaches a term of the Contract (including these Terms) which is not capable of remedy;
  - ii. the Client is in breach of any other obligations under the Contract and the breach has not been remedied within 14 days (or any longer period as EnviroDNA may allow) of being notified in writing of the breach to be remedied;
  - iii. there is a failure to comply with any payment obligation;
  - iv. the Client causes a significant delay to the Workflow Schedule or the Project, without a reasonable excuse; and
  - v. if an Insolvency Event occurs.
- c. If the Contract is terminated for any reason:
  - i. subject to the provisions of clause 3, the Client must immediately pay to EnviroDNA a pro-rata payment for the Services and Goods (including any incurred Additional Charges or Reimbursable Expenses) provided by EnviroDNA up to the date of termination, and any other money owed by the Client to EnviroDNA under this Contract as at the date of termination; and
  - ii. termination will not affect any accrued rights or liabilities of the parties.

## 10. Intellectual Property

- a. The Client acknowledges and agrees that:
  - i. the Background Intellectual Property is the sole property of EnviroDNA and/or its related bodies corporate; and
  - ii. this Contract does not confer on the Client any right or title to any Background Intellectual Property.
- b. The Client must credit all published Final Output or data, conclusions or findings from the Project to EnviroDNA.

- c. Upon the Client's full and final payment of all Fees due under the Contract, EnviroDNA assigns all rights, title, and interest in the Project Intellectual Property to the Client.
- d. EnviroDNA grants the Client a perpetual, royalty-free, non-exclusive license to use EnviroDNA's Background Intellectual Property, but only to the extent necessary for the Client to make full and reasonable use of the Project Intellectual Property.
- e. The Client grants EnviroDNA a perpetual, irrevocable, royalty-free, worldwide, non-exclusive license to use the Project Intellectual Property and any data generated during the Project for EnviroDNA's internal research, development, and quality control purposes, and for the improvement of its services and Background Intellectual Property. EnviroDNA may use such data for external marketing, case studies, or publications provided that the data is anonymised and de-identified to protect the Client's Confidential Information.
- f. The Client agrees to allow EnviroDNA to photograph the Project site during all stages of the Project including when the Project is complete and all such photographs and images originating from such photographs will remain EnviroDNA's absolute property. Photographs will be used for business purposes, including, but not limited to: press, publications, online, social media, marketing, advertising, and print. EnviroDNA will obtain the prior consent of the Client for any disclosure of the Client's personal information or information which is expressly designated by the Client as being commercially sensitive.
- g. The Client warrants that, unless otherwise provided in the Project Proposal, the Client's requirements, instructions, materials, documents and methods of working provided or directed by the Client, must not infringe the intellectual property rights of any third-party.

## **11. Confidentiality & Non-Disclosure**

- a. Each party ("Receiving Party") must not at any time disclose to any person or use for its own or another person's benefit any Confidential Information of the other party ("Disclosing Party").
- b. A Receiving Party must keep all Confidential Information of the Disclosing Party secret and must not use it for any purpose other than for the performance of its obligations under the Contract, except with the consent of the Disclosing Party for a disclosure on a need-to-know basis to its subcontractors or suppliers who undertake in writing not to disclose or otherwise misuse the Confidential Information and/or Intellectual Property.
- c. If the Project or the Contract is completed or otherwise terminated, the Receiving Party must return or destroy (at the Disclosing Party's request), at its own costs, all documents or other media which contain any Confidential Information and/or Intellectual Property of the Disclosing Party.
- d. In circumstances where agreement has been reached for the disclosure or publication by the Client of any Project Intellectual Property and/or Final Output, the Client must provide a copy of the proposed disclosure or publication for [approval / review and comment] by EnviroDNA prior to disclosure or publication [and such approval shall not be unreasonably withheld or delayed].

## 12. General

- a. **Ongoing Services:** Unless otherwise agreed in writing between the parties, these Terms will continue to apply to all future services provided to the Client by EnviroDNA.
- b. **Severability & Waiver:** A term or part of a term of these Terms that is illegal or unenforceable may be severed from these Terms and the remaining terms or parts of terms continue in force. The failure of EnviroDNA to enforce any provision of these Terms shall not be treated as a waiver of that provision, nor shall it affect EnviroDNA's right to subsequently enforce that provision.
- c. **Entire Agreement:** This Contract contains the whole agreement between the parties in respect of the subject matter of the Contract. The parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract.
- d. **Survival:** If this Contract is terminated for any reason such termination will not affect any accrued rights or liabilities of either party nor will it affect the coming into force or the continuance in force of any provision of this Contract (in so far as it imposes obligations on the Client) which is expressly or by implication intended to come into force or continue on or after the termination.
- e. **Subcontracting:** EnviroDNA may sub-contract all or any part of its rights and obligations under the Contract without the Client's consent.
- f. **Jurisdiction:** The Contract between EnviroDNA and the Client is made in the State of Victoria, and the parties agree to submit all disputes arising between them to the courts of such State.
- g. **Variation:** EnviroDNA may change these Terms at any time if it has given to the Client at least 30 days' notice in writing of the proposed change. The amended Terms will apply only to any new Project Proposal issued and accepted after the date of amendment and will not apply retrospectively to any Project already underway.
- h. **Conflict:** In circumstances of a conflict between the Project Proposal and these Terms, the Project Proposal shall prevail.

## 13. Interpretation

- a. In these Terms:
  - i. words importing the singular import the plural and vice versa;
  - ii. a reference to a particular gender is a reference to all genders;
  - iii. a reference to a party includes that party's successors, administrators and assigns; and
  - iv. a reference to a document includes all amendments or supplements to or replacements of that document