



Supplemental Terms for Authoring & Regulatory Consulting Services

These Supplemental Terms are legally binding terms governing Customer's use of VelocityEHS Authoring and Regulatory Consulting Services.

These Supplemental Terms are entered into by and between VelocityEHS Holdings, Inc. ("VelocityEHS") and Customer under the Customer Order Form and the VelocityEHS Master Subscription & Services Agreement ("Agreement"). Capitalized terms not defined in this Amendment will have the meanings assigned to them in the Customer Order Form or Agreement (as defined below).

These Supplemental Terms were last updated on July 31, 2019. They are effective between VelocityEHS and Customer as of the date Customer enters into the Agreement.

1. SERVICES

- (a) **Description** – VelocityEHS shall perform certain Authoring and/or Regulatory Consulting Services as described in the Customer Order Form. VelocityEHS represents that it has the requisite expertise, ability and legal right to render the Services and that it can and will perform the Services in an efficient and ethical manner. VelocityEHS will abide by all laws, rules and regulations that apply to the performance of the Services.
- (b) **Customer Responsibilities** - For all SDS and label authoring projects, an "SDS Request Form" will be delivered to Customer for the collection of all required information, including but not limited to: full formulations for the products, including those with proprietary ingredients/formulas (in accordance with the Non-Disclosure Agreement) and physical/chemical properties and source/component SDSs as requested. Alternately, Customer may provide the mandatory information via existing (M)SDSs, electronic file format, or other file. All mandatory information must be present. Full formulation data must be provided for authoring, workplace labels, GHS Classification Services, CBI & Trade Secret Registration, Ingredient Disclosure Documents, Grouping Analysis and Compliance Review projects. Additional information may be required. VelocityEHS is not responsible for initiating contact with Customer's supplier(s) for product data unless agreed to in writing by VelocityEHS. Additional hourly fees may apply for supplier coordination. Customer represents and warrants it has the authority to share the information, licenses, patents, trademarks, data, records, and documents it passes to VelocityEHS pursuant to this Agreement
- (c) **Project Schedule & Management** - VelocityEHS will collaborate with the Customer to prioritize the completion of the project, and to establish a delivery schedule prior to work beginning. Project schedule will be established prior to commencement, and will include a scheduled start and delivery date. Project work will not commence until all required information is submitted to VelocityEHS; failure to do so ten business days prior to scheduled start date will result in work being rescheduled as VelocityEHS's capacity allows, and may result in the project extending past the scheduled delivery and/or "Expected End Date". VelocityEHS reserves the right to reevaluate pricing for work outside of this scope, and for work that may extend past the "Expected End Date". For all Authoring and Regulatory Consulting projects, the "Expected End Date" refers to the date by which all drafts of work described herein will be delivered. Revisions, finalizations, and/or related project work may extend past the "Expected End Date".
- (d) **Review & Approval** - Customer is responsible for reviewing and approving all project materials, including but not limited to SDS drafts, SDS revisions, grouping analysis, compliance review reports, and all other regulatory consulting reports within 30 days of receipt of initial



delivery. REQUESTS FOR REVISIONS, APPROVALS FOR FINALIZATION, OR REQUESTS FOR TELEPHONE REVIEW MUST BE RECEIVED WITHIN 30 DAYS OF DELIVERY RECEIPT. If the customer does not provide feedback during this timeframe, the project in question will be considered final and delivered as such.

- (e) **Pricing Notes** - Pricing is based on the estimated number of hours required for services outlined on this agreement, and is subject to change if data provided by Customer requires work in excess of estimate. Customer will be notified in a timely manner if adjustments are required, and VelocityEHS will obtain approval from Customer prior to proceeding on work that will result in additional charges. Any expedited projects have all "rush" fees included in the quoted price unless otherwise stated.

2. SDS DISCLAIMER

In no event shall VelocityEHS be liable to Customer or any third party for any loss, damage, or expense related to the appropriateness, maintenance, retention, use or non-use of SDS documents or reports, advice, or recommendations provided in connection therewith in any form. Customer is solely responsible for confirming that any SDS it approves, selects, uses or otherwise obtains from or through VelocityEHS in connection with this Agreement, is applicable to and appropriate for the Service or purpose for which Customer may need an SDS. VelocityEHS shall be entitled, at all times and without incurring liability: (i) to rely on information provided by Customer, with respect to specific Service for which an SDS is sought or requested; and (ii) to make reasonable assumptions and substitutions if information provided by Customer is incomplete, inaccurate, or non-specific or if an SDS for a particular supplier's product, product ID, CAS number, or SKU number is not available through the exercise of commercially reasonable efforts.