



Supplemental Terms for Contractor Safety Subscriptions

These Supplemental Terms for Contractor Safety Subscriptions ("**Supplemental Terms**") are legally binding terms solely governing Customer's use of a VelocityEHS Contractor Safety (formerly *Contractor Compliance*) Subscription.

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. For the purpose of these Supplemental Terms, "Services" shall include Contractor Safety Services as set forth in an applicable Customer Order Form, including your access to and use of the Contractor Safety Software.

These Supplemental Terms were last updated on August 1, 2025. They are effective between VelocityEHS and Customer as of the date Customer enters into the Agreement. Where there is a conflict between the terms of the Agreement and these Supplemental Terms, the terms of the Supplemental Terms shall supersede.

1. SERVICE DESCRIPTION.

- (a) **Platform.** The Contractor Safety Service provides a cloud-hosted web application and companion mobile app that enable Customer to invite, register, monitor and manage third-party contractors and their compliance documentation (e.g., insurance certificates, training records, licenses) throughout the contractor qualification life cycle.
- (b) **Self-Service Portals.** At Customer's option, contractors may be permitted to self-register, upload documentation, certify information and interact with Customer through the Service. Customer remains solely responsible for determining the eligibility of each contractor, reviewing submitted information and approving or rejecting contractors for work.
- (c) **Professional Services.** Where ordered, VelocityEHS will assist with implementation, configuration, data migration, contractor onboarding and related consulting in accordance with the applicable Customer Order Form or Statement of Work.

2. CUSTOMER CONTENT AND CONTRACTOR DATA.

- (a) **Content Definition.** "**Content**" means any documents, data, images, videos or other materials uploaded to or otherwise made available through the Contractor Safety Service by Customer, its contractors or other authorized users.
- (b) **License to Content.** In addition to the license granted in Section 7(b) of the Agreement, Customer grants VelocityEHS and its Affiliates a worldwide, limited-term license to host, reproduce, process and display Content as reasonably necessary to provide, maintain and improve the Contractor Safety Service.
- (c) **Aggregated/De-Identified Data & AI Features.** VelocityEHS may create or use de-identified, aggregated data derived from Content or usage of the Contractor Safety Service (i) for industry benchmarking, statistical or research purposes, (ii) to operate, train and improve artificial-intelligence features within the Service, and (iii) otherwise as permitted under the Agreement. Such Aggregated Data and any improvements to the Service, including AI models, are owned exclusively by VelocityEHS.



(d) Customer Responsibilities.

- i. Obtain all consents required to share Content (including any personal data) with VelocityEHS and third-party contractors; and
- ii. Ensure that Content is accurate, current and complete; and
- iii. Promptly remove or correct any Content that is misleading, inaccurate or infringing.
- iv. Accounts.
 - A. When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.
 - B. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.
 - C. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

3. USAGE RULES & RESTRICTIONS.

In addition to the restrictions in Section 3 of the Agreement, Customer will:

- (a) use the Contractor Safety Service solely to qualify and manage contractors engaged by or on behalf of Customer; and
- (b) not knowingly allow any person or entity other than authorized contractors and Customer personnel to access the Service; and
- (c) not rely on the Service as a substitute for Customer's own safety audits, site-based supervision or compliance with applicable procurement, safety or employment laws.

4. COMPLIANCE WITH LAWS & REGULATION.

Customer is solely responsible for verifying that each contractor meets all legal, regulatory and policy requirements applicable to the work that contractor is engaged to perform, including without limitation occupational health and safety obligations, insurance coverages and licensing mandates.

5. DISCLAIMERS (SERVICE-SPECIFIC).

- (a) **Qualification Tool Only.** The Contractor Safety Service is an information-management tool. VelocityEHS does not (i) certify the legal compliance, competence or safety practices of any contractor, (ii) guarantee that documentation supplied by contractors is authentic, accurate or sufficient, or (iii) assume any duty to audit, monitor or enforce contractor performance on Customer's worksites.
- (b) **Reliance on Customer Inputs.** VelocityEHS may rely on Content and instructions provided by Customer or its contractors without independent verification. VelocityEHS is not liable for any decision made by Customer or a third party in reliance on Content or Service outputs.
- (c) **AI Output.** Outputs generated by AI features are probabilistic and may contain inaccuracies or omissions. Customer must independently verify any AI-generated insights or classifications before relying on them.



6. ADDITIONAL LIMITATION OF LIABILITY.

Neither VelocityEHS nor its Affiliates will be liable for any loss, cost or damage arising out of (i) Customer's or any contractor's use or non-use of the Contractor Safety Service, Content or AI outputs, or (ii) decisions or actions taken in reliance on such information. This paragraph supplements, and does not limit, the exclusions and limitations in Section 11 of the Agreement.

7. TERM & TERMINATION.

Unless otherwise stated in the Customer Order Form, a Customer's Contractor Safety Subscription is coterminous with Customer's then-current Subscription term under the Agreement and will renew in accordance with Section 12(b) of the Agreement.

8. DATA PORTABILITY.

Upon termination or expiration of the Contractor Safety Subscription, VelocityEHS will make Customer's Contractor Safety records available for export in a standard, machine-readable format for 30 days, consistent with Section 12(e) of the Agreement.

9. ORDER OF PRECEDENCE.

For clarity, the order-of-precedence provision in Section 13(g) of the Agreement applies; however, with respect to the Contractor Safety Service, these Supplemental Terms rank immediately below the Data Processing Addendum and above any conflicting provision in the Agreement.