



## **Supplemental Terms for Regulatory Content Provided by Enhesa**

These Supplemental Terms are legally binding terms governing Customer's End Use of Regulatory Content Provided by Enhesa, Regulatory Content Provided in Local Languages by Enhesa, and Onboarding Support Provided by Enhesa.

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 January 13, 2021. They are effective between VelocityEHS and Customer as of the date Customer enters into the Agreement.

### **Enhesa End Use License Agreement Terms:**

To the maximum extent permitted by law, the Enhesa content is provided "as is" and as available; Enhesa and its licensors expressly disclaim any and all warranties and representations of any kind, including any warranty of non-infringement, title, fitness for a particular purpose, functionality or merchantability, whether express, implied or statutory. Without prejudice to the foregoing, Customer acknowledges the Enhesa Content is not personalized or customized to fit particular needs. To the fullest extent permitted by applicable law and except when expressly set out otherwise under the customer's executed agreement providing Enhesa service, Customer bears all risk arising out of the performance and use of the Enhesa Content and Documentation and Enhesa expressly disclaims any representation, condition and warranty, whether express, implied, or statutory, including without limitation, and any warranties of title, non-infringement, non-interference and quiet enjoyment, system integration, merchantability, fitness for a particular purpose and data accuracy. To the maximum extent permitted by applicable law there is no warranty that the Enhesa Content will be error-free, that any information provided or used within the Integration will be secure, accurate, complete or timely, or that any content will be preserved or maintained without loss. Customer may have other statutory rights; however, the duration of statutorily required warranties, if any, will be limited to the maximum extent permitted by law.

### **Enhesa Regulatory Content – End User License Agreement - Additional Terms and conditions**

- Usage of Enhesa content by End-Customer is only possible in the context of the integration with the VelocityEHS Audit and Inspection product. Customer may not physically or digitally reproduce Enhesa Content through a report compiler and/or screen shots. Customer may not modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Enhesa Content.
- Customer may not extract and/or re-utilize the whole or a substantial part of the Enhesa Content.
- Customer must treat Enhesa Content as confidential and as confidential information. Any confidential information disclosed may only be used by Customer for the purpose of this Agreement and may not be reproduced without the written consent of Enhesa, except where necessary to implement this Agreement or as otherwise specifically agreed.
- Customer shall have no rights to direct access to Enhesa Content in case of any issue with the VelocityEHS platform, including without limitation disputes and insolvency.



- Customer must disclaim Enhesa's liability for all matters arising out of or related to this Agreement and the Enhesa Content provided hereunder to the extent permissible by law. Customer must deal with VelocityEHS for any issues or disputes arising out of this Agreement.
- Customer may not distribute Enhesa Content, including but not limited to via service bureau or time-sharing use of the Enhesa Content, or other exploitation of the Enhesa Content, except for internal use of End-Customer.
- Customer may not integrate Enhesa Content within its own database, software, products or other services.
- Customer may not remove any Enhesa copyright notices from Enhesa content.
- This Agreement grants Customer no title to or ownership of the Enhesa Content, and Customer receives no rights to the Enhesa Content other than those specifically granted in this Agreement.
- Enhesa reserves the right to audit the usage of Enhesa Content to verify compliance with the terms of this Agreement.
- Licenses to Enhesa Content are provided for a fixed license term as specified in this Agreement.
- Upon termination of Customer's license term, Customer must cease using and delete all copies of the Enhesa Content, to the extent that such copies would persist in the integration.
- Enhesa may enforce the sublicense as an intended third-party beneficiary of the provisions of this Agreement as it pertains to Enhesa Content.
- Enhesa shall provide support according to the terms of the Enhesa and VelocityEHS reseller Agreement.
- Data transmission to and Personal Data Processing by Enhesa is possible, according to the Enhesa Privacy Policy on its website or any other document provided by Enhesa.