



Supplemental Terms for GM, HQ, & HQ RegXR Subscriptions

These Supplemental Terms are legally binding terms governing Customer's use of a GM, HQ, or HQ RegXR 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 (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) **Customer-Hosted Services.** GM, HQ, and HQ RegXR Subscriptions feature the ability for the Customer to download and install an MSDSonline Desktop Application. Customer has the sole responsibility for meeting the requirements and standards specified in the Documentation for this feature. Unless specified otherwise in a Customer Order Form, Customer may only install the application on an individual's computer for the purposes of: i) creating a reasonable number of SDS/MSDS library copies for backup or archival purposes, ii) using the batch print functionality to share SDS in print format with those authorized under the Agreement and iii) using the backup functionality to create electronic media (CD, DVD, USB, etc. - note not included in the basic GM Subscription) to share SDS with those authorized under the Agreement.
- (b) **SDS/MSDS Deployment (HQ & HQ RegXR Only).** Customer will be delivered a unique URL used to share or deploy their SDS/MSDS with those authorized under the Agreement. This URL can be shared within the Customer's network (via an Intranet location, desktop icons, bookmarks, etc.), or in some instances across the Internet if access is limited to those covered under the Agreement. Providing access across the Internet may impose certain restrictions such as; requiring a sign-in process to occur before users can access the URL, or restricting URL access to specific IP addresses, or limiting access to just the SDS/MSDS in the Customer's library ("**eBinder**") and not permitting access to the entire MSDSonline SDS/MSDS library.
- (c) **Customer Materials.** Customer may upload to or distribute in its use of the Services i) SDS/MSDS content that is not subject to any copyright or other proprietary rights protection, ii) SDS/MSDS content in which VelocityEHS has given express authorization for distribution on the World Wide Web, and/or iii) SDS/MSDS content that Customer specifically earmarks for "private use" during the SDS/MSDS upload process or in certain Professional Services engagements. Customer may not use the batch upload process to upload "private use" documents. The unauthorized submission or distribution of copyrighted or other proprietary content is illegal and could subject the Customer to criminal prosecution as well as liability for damages in a civil suit. Customer shall at its sole expense, defend, indemnify and hold harmless VelocityEHS and its employees with respect to any claim and all costs, expenses (including reasonable attorney's fees), fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) from any infringement of copyrights or proprietary rights, or from any other harm arising from such Customer upload of content. In compliance with the Digital Millennium Copyright Act, Customer and other persons can report infringement claims to CustomerHelp@MSDSonline.com. Customer hereby grants VelocityEHS a royalty-free, perpetual, irrevocable, non-exclusive, worldwide right and license to use, reproduce, modify, adapt, publish, translate, and distribute, in any form,



media, or technology now known or hereafter developed, all SDS/MSDS content that Customer posts to the MSDSonline database for public use (or otherwise acquired by VelocityEHS for or on behalf of Customer) hereunder and to incorporate such SDS/MSDS content in other works, in any form, media, or technology now known or hereafter developed. When making use of such information and materials, VelocityEHS shall use commercially reasonable efforts to prevent disclosure of Customer's identity as the party from or for whom VelocityEHS obtained such SDS/MSDS content or materials, except that VelocityEHS will not disclose or make such SDS/MSDS content available to other VelocityEHS customers if Customer specifically earmarks the SDS/MSDS content for private use or requests in writing when such materials and information are provided to, or otherwise obtained by, VelocityEHS.

2. COMPLIANCE WITH APPLICABLE LAW

Customer is solely responsible for compliance with all federal, state, and local laws, regulations, rules, ordinances, and policies regarding Customer's use of the Services, including possession and maintenance of any SDS/MSDS (including, but not limited to, federal environmental and OSHA requirements, and, to the extent applicable, the specific requirement that access to certain MSDSs be maintained at Customer's premises).

3. DISCLAIMER

IN NO EVENT SHALL VELOCITYEHS OR ITS AFFILIATES BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS, DAMAGE, OR EXPENSE RELATING TO THE APPROPRIATENESS, SELECTION, CONTENT, MAINTENANCE, RETENTION, AVAILABILITY, USE, OR NON-USE OF MSDS DOCUMENTS OR REPORTS, ADVICE, AND RECOMMENDATIONS PROVIDED IN CONNECTION THEREWITH IN ANY FORM. CUSTOMER IS SOLELY RESPONSIBLE FOR CONFIRMING THAT ANY MSDS THAT IT PROVIDES TO VELOCITYEHS OR ITS AFFILIATES, OR THAT IT APPROVES, ACCEPTS, SELECTS, USES, OR OTHERWISE OBTAINS FROM OR THROUGH VELOCITYEHS OR ITS AFFILIATES, THE SERVICES, OR THE COMPLIANCE SERVICES, IN CONNECTION WITH THIS AGREEMENT, IS APPLICABLE TO AND APPROPRIATE FOR THE SERVICE OR PURPOSE FOR WHICH CUSTOMER MAY NEED AN MSDS. CUSTOMER ACKNOWLEDGES THAT VELOCITYEHS AND ITS AFFILIATES DO NOT AUTHOR, EDIT, OR CHANGE ANY INFORMATION CONTAINED IN ANY MSDS AND THAT VELOCITYEHS AND ITS AFFILIATES ASSUME NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE ACCURACY, USEFULNESS, COMPLETENESS, OR CURRENCY OF ANY SUCH INFORMATION. VELOCITYEHS AND ITS AFFILIATES SHALL BE ENTITLED, AT ALL TIMES AND WITHOUT INCURRING LIABILITY: (I) TO RELY ON INFORMATION PROVIDED BY CUSTOMER, ON WRITTEN AND ORAL COMMUNICATIONS WITH CUSTOMER'S PERSONNEL, AND ON INFORMATION AND MATERIALS APPROVED OR ACCEPTED BY CUSTOMER, WITH RESPECT TO SPECIFIC SERVICE FOR WHICH AN MSDS 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 MSDS FOR A PARTICULAR SUPPLIER'S PRODUCT, PRODUCT ID, OR SKU NUMBER IS NOT AVAILABLE THROUGH THE EXERCISE OF COMMERCIALY REASONABLE EFFORTS.

4. ADDITIONAL LIMITATION OF LIABILITY

NEITHER VELOCITYEHS NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF ANY OF THE FOREGOING (COLLECTIVELY, THE "**VELOCITYEHS ASSOCIATES**"), SHALL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS, COST, DAMAGE, OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR



OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (I) CUSTOMER'S USE OR NON-USE, OR CUSTOMER'S RELIANCE ON OR FAILURE TO RELY ON, THE SERVICE, OR ANY OTHER MATERIALS (INCLUDING, BUT NOT LIMITED TO, ANY SDS/MSDS DOCUMENTS AND ANY REPORTS, ADVICE, AND RECOMMENDATIONS, IN ANY FORM) PROVIDED OR MADE AVAILABLE BY VELOCITYEHS OR ITS AFFILIATES OR CONTRACTORS IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, THE "**VELOCITYEHS MATERIALS**"); OR (II) ANY DECISIONS MADE OR NOT MADE, OR ACTIONS TAKEN OR NOT TAKEN, BY CUSTOMER OR ANY THIRD PARTY WITH REGARD TO, IN RELIANCE ON, OR AS A RESULT OF, USE OF ANY VELOCITYEHS MATERIALS.