



## Supplemental Terms for SDS & Chemical Management Subscriptions

These Supplemental Terms for SDS & Chemical Management Subscriptions (“**Supplemental Terms**”) are legally binding terms governing Customer’s use of a VelocityEHS SDS or Chemical Management 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 SDS Management and Chemical Management Services (including related Professional Services) as set forth in an applicable Customer Order Form.

These Supplemental Terms were last updated on April 15, 2024. 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. SOFTWARE AND SERVICES

- (a) **Customer-Hosted Software.** VelocityEHS SDS and Chemical Management Subscriptions feature the ability for the Customer to download and install a Chemical Management Desktop Application (“**Application**”). Customer’s use of the Application is subject to the license terms and restrictions set forth in the Agreement. Customer has the sole responsibility for meeting the requirements and standards specified in the Documentation for this feature. For avoidance of doubt the Application is Software as such term is defined in the Agreement.
- (b) **Restrictions.** 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 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.) to share SDS with those authorized under the Agreement.
- (c) **SDS Deployment.** Customer will be delivered a unique URL used to share or deploy their SDS 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, in addition to those set forth in Section 3(b) of the Agreement, 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 in the Customer’s library (“**eBinder**”) and not permitting access to the entire VelocityEHS SDS library.
- (d) **Customer Materials and SDS Documents.** Customer may upload to or distribute in its use of the Services and Application: i) SDS content, documents, information, and materials that are not subject to any copyright or other proprietary rights protection, and/or ii) SDS content, documents, information, and materials that Customer specifically marks for “private use” during the SDS upload process or in certain Professional Services engagements (collectively “**Customer Materials**”). Customer acknowledges that any documents uploaded through the batch upload process will be marked as “public use” and made available to other users of the Services.

Customer may also upload to or distribute in its use of the Services and Application SDS content, documents, information, and materials licensed by VelocityEHS, in which VelocityEHS has given Customer express authorization for distribution (“**SDS Documents**”). For avoidance of doubt, Customer Materials are Customer Data as such term is defined in the Agreement.



- (e) **Customer Materials Warranty.** Customer represents and warrants that all Customer Materials uploaded or distributed through the Services by or on behalf of Customer is, accurate, complete, and correct in all material respects to the best of Customer's ability, knowledge, and belief and does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or any privacy or other rights of any third party or violate any applicable law.
- (f) **License to Customer Materials.** In addition to the license granted for Customer Data in Section 7(b) of the Agreement, 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 Customer Materials that Customer posts to the VelocityEHS SDS library marked for public use (or otherwise acquired by VelocityEHS for or on behalf of Customer) and to incorporate such Customer Materials 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 Customer Materials or materials, except that VelocityEHS will not disclose or make such Customer Materials available to other VelocityEHS customers if Customer specifically marks the Customer Materials for private use or requests in writing when such materials and information are provided to, or otherwise obtained by, VelocityEHS. In compliance with the Digital Millennium Copyright Act, Customer and other persons can report infringement claims via submission of a [VelocityEHS Customer Support Form](#).

## 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 (including, but not limited to, federal environmental and OSHA requirements, and, to the extent applicable, the specific requirement that access to certain SDS be maintained at Customer's premises).

## 3. DISCLAIMERS

- (a) **GENERAL 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 SDS DOCUMENTS OR REPORTS, ADVICE, AND RECOMMENDATIONS PROVIDED IN CONNECTION THEREWITH IN ANY FORM. CUSTOMER IS SOLELY RESPONSIBLE FOR CONFIRMING THAT ANY SDS 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 PROFESSIONAL SERVICES, IN CONNECTION WITH THIS AGREEMENT, IS APPLICABLE TO AND APPROPRIATE FOR THE SERVICE OR PURPOSE FOR WHICH CUSTOMER MAY NEED AN SDS. 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 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, OR SKU NUMBER IS NOT AVAILABLE THROUGH THE EXERCISE OF COMMERCIALY REASONABLE EFFORTS.
- (b) **LEVEL OF CONCERN AND PFAS DISCLAIMER:** VELOCITYEHS PROVIDES LEVEL OF CONCERN (LOC) AND PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) INDICATORS, FOR INFORMATIONAL



PURPOSES ONLY. THE LOC AND PFAS INDICATOR SHOULD NOT BE CONSTRUED OR USED AS A REPLACEMENT FOR CUSTOMER CONDUCTING ITS OWN CONFIRMATION TESTING AND ANALYSES OF THE PRODUCTS OR INGREDIENTS IN QUESTION. CUSTOMER'S USE OF AND ACCESS TO THE SERVICES IS NOT MEANT TO REPLACE THE ADVICE, ANALYSIS, OR JUDGMENT OF A COMPETENT PROFESSIONAL FORMALLY TRAINED IN CHEMISTRY, TOXICOLOGY, OR A SIMILAR RELEVANT FIELD. CUSTOMER WILL NOT RELY ON THE LOC AND PFAS INDICATOR DESCRIBED IN THE SERVICES AND ALWAYS CARRY OUT CONFIRMATION TESTING AND ANALYSES WHILE CONSULTING A COMPETENT PROFESSIONAL IN ALL MATTERS CONCERNING THE CHEMICAL INGREDIENTS CUSTOMER USES. CUSTOMER WILL NOT MAKE ANY DECISION REGARDING THE USE OF CHEMICALS BASED IN WHOLE OR IN PART ON THE LOC AND PFAS INDICATOR PROVIDED THROUGH THE SERVICES.

#### 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 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.