



VelocityEHS Data Return Policy

7/17/19

Capitalized terms used in this VelocityEHS Data Return Policy that are not defined have the meaning set out in the VelocityEHS Master Subscription & Services Agreement as posted on www.ehs.com.

VelocityEHS is committed to enabling Data portability. Customer's Data will be available to Customer through the standard functionality included in the Services for as long as Customer's account is active and in good standing. This functionality may include file or report downloads, or in the instance of the MSDSonline system, the use of the client desktop backup application. Where Data may not be available for Customer to download or export through available functionality, and provided the customer makes a request for Data prior to the expiration or termination date of the Agreement, VelocityEHS will use commercially reasonable efforts to provide the requested Data to Customer in a reasonable time period at no cost to Customer.

In most cases, VelocityEHS will maintain Data for 30 days after the effective date of termination or expiration of the Agreement. After such 30-day period, VelocityEHS will have no obligation to maintain or provide any Data, except as required by applicable law.

In other instances, VelocityEHS will, at Customer's request, collaborate with Customer and will make a good-faith effort to deliver to Customer its Data in a reasonable time period. Additional charges may apply in some circumstances, including, but not limited to:

- Where Customer makes a request for Data between one and thirty days after the expiration or termination date of the Agreement.
- Where Customer requests Data that is not accessible through the Services.
- Where Customer requests the Data to be provided in a format other than the format supported by the Services.
- Where VelocityEHS and Customer agree to an extension of the end of the term of the Agreement, where Customer can then export some of all of its Data through the available functionality within the Services.
- Where Customer was provided a trial or some other limited free access to Services, normally provided without the intention of Data portability.

In these circumstances, a scope of work and the associated charges would be documented on a Customer Order Form for Customer to execute prior to VelocityEHS providing these additional Professional Services.