VelocityEHS Master Subscription & Services Agreement

This Agreement was last updated on March 1, 2021.

This VelocityEHS Master Subscription & Services Agreement is between VelocityEHS Holdings, Inc. ("**VelocityEHS**") and the entity indicated on the applicable Customer Order Form (defined below as "**Customer**"). By executing a Customer Order Form that references this Agreement, Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms. If Customer enters into this Agreement on behalf of a company or other legal entity, Customer represents that Customer has the authority to bind such entity and its Affiliates to this Agreement. If Customer does not have such authority, or if Customer does not agree with the terms and conditions set forth in this Agreement, Customer must not accept this Agreement and Customer must not use the Services.

 All access to and use of the Software is subject to VelocityEHS's Privacy Policy.

1. OVERVIEW; ORDERING; ACCESS TO SERVICES

    (a) **Overview**. This Agreement sets forth the terms pursuant to which Customer may purchase, and VelocityEHS and its Affiliates will provide, certain Services.

    (b) **Ordering**. Customer will order Services described in this Agreement through a Customer Order Form, to be executed by Customer. Each Customer Order Form will reference and be subject to the terms of this Agreement. Each Customer Order Form may contain additional terms and conditions.

    (c) **Provision & Access.** Subject to and conditioned on Customer's payment of Fees (as defined in Section 5(a)) and compliance with all other terms and conditions of this Agreement and any applicable Customer Order Form, VelocityEHS:

        i.   hereby grants Customer a non-exclusive, non-transferable right to access and use the Software described in the applicable Customer Order Form for the Subscription period specified therein; and/or

        ii.   will provide Professional Services to Customer as described in the Customer Order Form and in accordance with the terms and conditions of this Agreement.

    (d) **Subscriptions**. Unless otherwise provided in the applicable Customer Order Form, (i) access to the Software is purchased as a Subscription, (ii) Subscriptions may be added during a Subscription term and the price for the Subscription will be prorated for the portion of that Subscription term remaining at the time the Subscriptions are added, and (iii) any added Subscriptions will terminate on the same date as the earlier-purchased Subscriptions.

2. USE OF THE SOFTWARE

    (a) **Usage Limits**. Customer's use of the Software is limited to Customer's internal business uses, except as otherwise stated in a Customer Order Form. Access to and use of the Software is restricted to the coverage area limits as stated in the Customer Order Form. Unless otherwise specified, (i) where a quantity in a Customer Order Form refers to Users, the Software may not be accessed by more than that number of Users, (ii) a User's Credentials must not be shared with any other individual, and (iii) except as set forth in a Customer Order Form, a User's Credentials may only be reassigned to a new individual who is replacing an individual who will not have any further access to the applicable Software. If Customer exceeds a usage limit under this Agreement, Customer will be invoiced for the excess usage at the specified rate. To avoid such

charges, Customer may either reduce usage to comply with the usage limit or work with VelocityEHS to amend the Customer Order to increase the usage limit.

(b) **Usage Restrictions.** Unless expressly authorized under this Agreement or a Customer Order Form, Customer will not, and Customer will not allow or assist any third party to: (i) make any Software or Content available to anyone other than Users or use any Software or Content for the benefit of anyone other than Customer; (ii) sell, resell, license, sublicense, distribute, make available, rent, or lease any Software or Content or include any Software or Content in a service bureau or outsourcing offering; (iii) use the Software or Content to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) use the Software or Content to store or transmit Malicious Code; (v) interfere with or disrupt the integrity or performance of any Software or Content contained therein; (vi) attempt to gain unauthorized access to any Software or Content or any related systems or networks; (vii) permit direct or indirect access to or use of any Software or Content in a way that circumvents a contractual usage limit or in a manner that violates this Agreement; (viii) modify, copy, or create derivative works based on the Software or Content or any part, feature, function, or user interface thereof; (ix) frame or mirror any part of any Software or Content, other than framing on Customer's intranets or otherwise for Customer's internal business purposes; (x) access the Software for purposes of monitoring its availability, performance, or functionality or for any other benchmarking or competitive purposes; or (xi) disassemble, reverse engineer, or decompile the Software or Content, or access the Software or Content to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions, or graphics of the Software or Content, (3) copy any ideas, features, functions or graphics of the Software or Content, or (4) determine whether the Software or Content is within the scope of any patent.

(c) **Removal of Content.** If VelocityEHS is required by a licensor to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, VelocityEHS may promptly remove such Content from the Software. Upon request from VelocityEHS, Customer will remove such Content from its systems.

(d) **Restrictions.** Customer will (i) be responsible for its Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality, and legality of the Data, the means by which Customer acquired its Data, and Customer's use of its Data with the Software, (iii) notify VelocityEHS of any such unauthorized access or use of the Software, (iv) use the Software only in accordance with this Agreement and all applicable laws and government regulations, and (v) comply with terms of service of any third-party applications and hardware with which Customer uses the Software. Customer is responsible for maintaining the confidentiality of Customer's and its Users' Credentials and account information, and Customer is responsible for all activities that occur under Customer's and its Users' Credentials or as a result of Customer or its Users' access to the Software. Customer will notify VelocityEHS immediately of any unauthorized use of Customer's or its Users' Credentials.

(e) **Removal of Data.** VelocityEHS does not pre-screen or approve Data but reserves the right to remove Data that VelocityEHS believes to be infringing, offensive, objectionable, or illegal at its sole discretion and without liability to Customer or any other person or entity.

(f) **Customer Responsibilities.** Customer is responsible for providing network termination for connectivity between Customer's local network(s) and the Software. Public bandwidth maintained by Customer will be of sufficient capacity for the Software's operation to Customer's

satisfaction. Customer has the sole responsibility for meeting the requirements and standards specified in the Documentation.

3. VELOCITYEHS RESPONSIBILITIES

(a) **Services.** VelocityEHS will provide the Services described in a Customer Order Form, in accordance with the terms of this Agreement. VelocityEHS will provide standard support for the Software to Customer at no additional charge, as described in the Customer Order Form. Any upgraded or additional support services will be described in and purchased through a Customer Order Form.

(b) **Service Commitment.** Unless otherwise agreed upon in a Customer Order Form, VelocityEHS makes a service commitment to Customer to use commercially reasonable efforts to maintain an average monthly Software availability no less than 99.9% per month, excluding: (i) planned downtime (of which VelocityEHS will endeavor to provide around two weeks advance electronic notice), and (ii) any unavailability caused by circumstances beyond VelocityEHS's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving VelocityEHS's employees), internet service provider failure or delay, any software or hardware not provided by VelocityEHS or its Affiliates, or denial of service attack.

(c) **Service Maintenance.** During the Subscription period, VelocityEHS and its Affiliates will make available to Customer at no additional cost all updates, patches, and bug fixes with respect to the Software as may, from time to time, be developed and made generally available to VelocityEHS and its Affiliates' other customers of such Software under similar circumstances. All such updates, patches, and fixes will be deemed to constitute part of the applicable Software and will be subject to the terms of this Agreement.

(d) **Changes to the Services.** During a Subscription period, VelocityEHS will not, except as expressly permitted under this Agreement, materially and significantly reduce or decrease the functionality and features of the applicable Software; provided, however, VelocityEHS expressly reserves the right to, at any time and from time to time, (i) without prior notice offer new, additional, or substitute products and services; and (ii) with reasonable prior notice, modify, amend, or discontinue offering all or any particular products or services to which Customer subscribes. In the event VelocityEHS discontinues any Services, VelocityEHS will refund Customer a pro-rata portion of any prepaid Fees covering the remainder of the term for such discontinued Services.

(e) **Protection of Customer Data.** VelocityEHS will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of all Data. VelocityEHS will only use and disclose Data (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7(c) (Compelled Disclosure), and (c) as Customer expressly permits in writing. To the extent that VelocityEHS or its Affiliates process any Personal Data (as defined in VelocityEHS's Data Processing Addendum, as revised from time to time, the "**DPA**") contained in the Data on Customer's behalf in order to provide the Services, the terms of the Data Processing Addendum will apply. The DPA is hereby incorporated by reference and the parties agree to comply with such terms. For the purposes of the Standard Contractual Clauses attached to the DPA, when and as applicable, Customer and Customer's applicable Affiliates are each the data exporter, and Customer's signing of an applicable Customer Order Form will be treated as signing of the Standard Contractual Clauses and their Appendices.

(f) **VelocityEHS Personnel.** VelocityEHS will be responsible for the performance of its personnel (including VelocityEHS's employees and contractors) and their compliance with VelocityEHS's obligations under this Agreement.

4. COOPERATION

At all times during the term of this Agreement, Customer will: (i) promptly and fully cooperate with VelocityEHS and its Affiliates; (ii) promptly make competent, appropriately trained, and qualified personnel available to assist and answer questions as necessary and as reasonably requested by VelocityEHS or its Affiliates; (iii) respond promptly to any request from VelocityEHS to provide direction, approvals, authorizations, or decisions that are reasonably necessary to provide or perform the Services; (iv) provide such information as VelocityEHS may request in order to carry out the Services in a timely manner and ensure that it is complete and accurate in all material respects, and (v) with regard to select Professional Services, provide access to Customer's premises and facilities as requested by VelocityEHS as necessary to provide the Professional Services.

5. FEES AND PAYMENT

(a) **Fees and Expenses**. Customer will promptly pay all fees associated with the Services, as set forth in the applicable Customer Order Forms (the "**Fees**"). Except as otherwise specified herein or in a Customer Order Form, (i) Fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription period. Unless otherwise agreed in advance in writing, out-of-scope services will be charged on a time and materials basis at VelocityEHS's then-applicable rates.

(b) **Invoicing and Payment.** Customer is responsible for providing complete and accurate billing and contact information to VelocityEHS at the time of executing the Customer Order Form and for notifying VelocityEHS of any changes to such information over time. VelocityEHS will invoice Customer, or automatically charge the credit card specified by Customer, for such Fees in accordance with the terms of this Section 5. Invoiced charges are due as stated on the applicable Customer Order Form. Payments may be made via check, wire transfer, ACH/EFT deposit, or credit/debit card. If Customer provides credit or debit card information to VelocityEHS, Customer authorizes VelocityEHS to charge such credit or debit card in the amount(s) required for the Subscription period, including for any renewals (unless previously canceled). All invoices will be in U.S. currency unless otherwise noted in the Customer Order Form. Customer is responsible for any wire transfer fees and exchange rate losses for payments initiated in other currencies. Customer must report any errors or discrepancies in any invoice within 5 days after the date of such invoice or such invoice will be deemed correct and payable by Customer in accordance herewith.

(c) **Suspension.** VelocityEHS may immediately suspend the Services in case of: (i) any outstanding undisputed invoice not being paid within 60 days from the invoice due date; (ii) VelocityEHS becoming aware of a claim that Customer's use of the Software violates any applicable law, rule, or regulation or infringes upon any third-party rights; (iii) Customer's use of the Software violating this Agreement or interfering with the normal operation of the Software; (iv) the security of the Software, the Data, or any User's Credentials being suspected of being compromised; (v) any event wherein VelocityEHS determines that suspension of the Software is needed to protect the integrity of the Software; (vi) any use of the Software is causing immediate, material, and ongoing

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harm to VelocityEHS or others; or (vii) any event where VelocityEHS is entitled to terminate this Agreement for cause. In the event that VelocityEHS suspends Customer's access to the Services, VelocityEHS will use commercially reasonable efforts to limit the suspension to the offending portion of the Services and resolve the issues causing the suspension of the Services. Customer further agrees that VelocityEHS will not be liable to Customer nor to any third party for any suspension of the Services under such circumstances as described in this Section 5(c).

(d) **Taxes.** The Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with purchases hereunder. If VelocityEHS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 5(d), VelocityEHS will invoice Customer and Customer will pay that amount unless Customer provides VelocityEHS with a valid tax exemption certificate authorized by the appropriate taxing authority. VelocityEHS will be solely responsible for taxes assessable against VelocityEHS based on its income, property, and employees.

(e) **Future Functionality.** Customer agrees that its purchases under this Agreement are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by VelocityEHS regarding future functionality or features.

6. PROPRIETARY RIGHTS AND LICENSES

(a) **Ownership and Reservation Rights.** Subject to the limited rights expressly granted under this Agreement, VelocityEHS and its Affiliates, and Third-Party Content providers reserve all rights, titles, and interests in and to the Software and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer agrees not to use any of VelocityEHS or its Affiliates' trademarks without express written permission and advance approval of all materials intended to use the trademarks. Customer agrees not to remove, alter, or otherwise obscure any copyright or trademark notices or claims contained or displayed in connection with the Software or Content.

(b) **License to Host Customer Data.** Customer grants VelocityEHS and its Affiliates a worldwide, limited-term license to host, copy, display and use the Data (i) as necessary to provide the Services under this Agreement, and (ii) in an anonymized manner, including to compile statistical and performance information related to the provision and operation of the Software. Customer shall comply with all data privacy laws, including any and all obligations to obtain valid consent before collecting or processing any Personal Data. Where applicable, Customer shall be responsible for informing its employees regarding what information and Personal Data is collected under this Agreement in connection with the Services, how such information or Personal Data will be used by Customer and VelocityEHS and obtaining any necessary consents for VelocityEHS and its Affiliates to host, copy, display, and use such Personal Data to provide the Services. Subject to the limited licenses granted herein, VelocityEHS acquires no right, title, or interest from Customer or Customer's licensors under this Agreement in or to any of the Data.

(c) **Feedback.** Customer agrees that any feedback or suggestions Customer gives to VelocityEHS about the Services is voluntary and that VelocityEHS may use such feedback or suggestions in its sole discretion without any obligation or remuneration to Customer.

(d) **Statistical Data.** VelocityEHS may collect aggregate and anonymous statistical data about the use of the Services ("Statistical Data"). VelocityEHS owns and retains all rights and title to the

Statistical Data, including the right to incorporate or otherwise use Statistical Data, which it may use for any lawful business purpose, and it retains all title to any suggestions, enhancement requests, recommendations, or other feedback for the improvement of the Software and Services.

7. CONFIDENTIALITY

(a) **Definition of Confidential Information.** "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential, including, but not limited to, the terms and conditions of this Agreement and all Customer Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Customer's Confidential Information includes, but it not limited to, the Data. VelocityEHS's Confidential Information includes, but is not limited to, the Services. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is lawfully received without restriction from a third party, or (iv) was independently developed by the Receiving Party without knowledge or use of the Confidential Information.

(b) **Confidentiality Responsibilities.** The Receiving Party will: (i) use the same degree of care that it uses to protect its own confidential information of like kind (but not less than reasonable care); (ii) not use any of the Disclosing Party's Confidential Information for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to the Disclosing Party's Confidential Information to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Customer Order Form to any third party other than its Affiliates, legal counsel, accountants, or any other person or entity that has, in Receiving Party's discretion, a reasonable need to know such information ("**Representatives**") without the Disclosing Party's prior written consent, provided that a party that makes any such disclosure to its Representatives will remain responsible for such Representatives' compliance with this Section 7.

(c) **Compelled Disclosure.** The Receiving Party may disclose Disclosing Party's Confidential Information to the extent required by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party and the Disclosing Party does not contest the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS

(a) **Customer Representations and Warranties.** Customer represents and warrants that (i) Customer is financially solvent and has the requisite legal right, power, and authority to enter into this Agreement and to grant the rights Customer purports to grant hereunder and to perform

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Customer's duties and fulfill Customer's obligations hereunder; (ii) all information and Data provided by or on behalf of Customer or any User in connection with this Agreement is and will be, accurate, complete, and correct in all material respects to the best of Customer's ability, knowledge, and belief; (iii) Customer shall comply with all data privacy laws, (iv) Customer shall inform its employees regarding what information and Personal Data is collected under this Agreement in connection with the Services; (v) Customer will notify its employees how information or Personal Data will be used by Customer and VelocityEHS; and (vi) Customer shall obtain any and all necessary consents in order for VelocityEHS and its Affiliates to host, copy, display, and use such Personal Data to provide the Services.

(b) **VelocityEHS Warranties.** VelocityEHS warrants that (i) the Software will perform materially in accordance with the applicable Documentation, (ii) the Software and Content will not, to VelocityEHS's knowledge, contain Malicious Code, and (iii) the Professional Services will be performed in a workmanlike manner by qualified personnel. For any breach of an above warranty, Customer's exclusive remedy is to terminate the applicable Subscription and receive a pro-rata refund of any Fees paid for the then-current term of such Customer Order Form.

(c) **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, (I) VELOCITYEHS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT; AND (II) THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. VELOCITYEHS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. VELOCITYEHS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY SOFTWARE, CONTENT, DOCUMENTATION, OR OTHER MATERIALS PROVIDED BY VELOCITYEHS, ITS AFFILIATES, OR THEIR RESPECTIVE CONTRACTORS OR AGENTS ARE OR WILL NECESSARILY BE COMPLETELY ACCURATE, CURRENT, COMPLETE, CONTINUOUSLY AVAILABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH CUSTOMER MAY CHOOSE TO PUT THEM. VELOCITYEHS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES, OR THAT THE OPERATION AND USE OF THE SERVICES, WILL MEET CUSTOMER'S REQUIREMENTS; THAT USE OF THE SOFTWARE WILL BE ENTIRELY WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE; OR THAT ALL DEFECTS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MIGHT NOT APPLY TO CUSTOMER.

9. INDEMNIFICATION

(a) **Indemnification by VelocityEHS.** VelocityEHS will indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, or costs ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Claim**") that the Services as provided to Customer, or any use of the Services in accordance with this Agreement, infringe or misappropriate such third party's U.S. copyright or trade secret rights. If such a Claim is made, Customer will permit VelocityEHS, at VelocityEHS's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use the Services. If VelocityEHS determines that neither alternative is reasonably available, VelocityEHS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice, and refund Customer

any prepaid fees covering the remainder of the term of the terminated Customer Order Form. The indemnification and defense obligations of this Section 9(a) will not apply to the extent that the Claim arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by VelocityEHS or authorized by VelocityEHS in writing; (B) modifications to the Software not made by VelocityEHS; (C) a Claim arising from a Service for which there is no charge; (D) a Claim arising from Data, Third-Party Content, or Customer's use of the Service in violation of this Agreement. This Section 9(a) states VelocityEHS's sole liability to Customer, and Customer's exclusive remedy against VelocityEHS, for any type of claim described in this Section.

(b) **Indemnification by Customer.** Except as prohibited by law, Customer will indemnify, hold harmless, and, at VelocityEHS's option, defend VelocityEHS from and against any Losses resulting from any third-party Claim alleging or based on: (i) infringement or misappropriation of any third-party intellectual property right arising out of or resulting from the Data or any other materials provided by Customer (or Customer's use of such Data or other materials in connection with the Services); (ii) Customer's use of the Services in an unlawful manner or in violation of this Agreement and/or the Documentation; (iii) Customer's use of the Services in combination with data, software, hardware, equipment or technology not provided by VelocityEHS or authorized by VelocityEHS in writing; or (iv) modifications to the Software not made by VelocityEHS.

(c) **Cooperation.** In the event of any occurrence which may constitute grounds for indemnification under this Section 9, the party seeking indemnification agrees: (i) to notify the other party promptly of any occurrence with respect to which indemnification is sought, provided that any delay shall only relieve the indemnifying party of its obligations hereunder to the extent that the defense of such claim is prejudiced by such delay; (ii) to cooperate with the indemnifying party in the defense of any Claim with respect to which indemnification is sought; (iii) to tender to the indemnifying party the right to assume and control the defense of any Claim with respect to which indemnification is being sought, provided that the indemnifying party may not settle a Claim unless it unconditionally releases the indemnified parties of all liability; and (iv) not to cause or contribute to any occurrence, nor to take any action, or fail to take any action, which causes, contributes to, or increases the indemnifying party's liability hereunder.

10. LIMITATION OF LIABILITY

(a) **Limitation of Liability.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTION 5.

(b) **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW

THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY.

(c) **Exceptions to Limitations.** THE EXCLUSIONS AND LIMITATIONS IN SECTIONS 10(A) AND 10(B) WILL NOT APPLY TO: (I) EITHER PARTY'S BREACH OF CONFIDENTIALITY, (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS, (III) CUSTOMER'S VIOLATION OF SECTION 2 (USE OF THE SOFTWARE), OR (IV) CUSTOMER'S INFRINGEMENT OF VELOCITYEHS'S INTELLECTUAL PROPERTY.

(d) **Disclaimer.** THE FOREGOING TERMS WITH RESPECT TO WARRANTIES, LIMITED REMEDIES, WARRANTY DISCLAIMER, AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VELOCITYEHS AND CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT VELOCITYEHS WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS.

11. TERM AND TERMINATION

(a) **Term of Agreement.** This Agreement commences on the date Customer executes the first Customer Order Form and continues until either terminated in accordance with Section 11(c) or twelve months after all Services ordered hereunder have been provided, have expired, or have been terminated.

(b) **Term of Purchased Subscriptions.** The applicable Customer Order Form will specify the term of each Subscription. Upon expiration of the then-current term, a Subscription will automatically renew for an additional one-year term unless either party has given the other party written notice of non-renewal at least 60 days prior to expiration. The fees applicable to any such renewal shall be as specified in the Customer Order Form unless VelocityEHS provides Customer notice of different pricing at least 75 days prior to expiration of the then-current term. Any renewal in which the quantities, coverage, or volumes that were previously used to determine pricing have decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

(c) **Termination.** A party may terminate this Agreement for cause (i) immediately upon notice in the event of the other party's material breach of this Agreement that remains uncured for 30 days following notice from the non-breaching party, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Notwithstanding anything to the contrary in this Agreement, VelocityEHS may terminate this Agreement immediately with no opportunity for Customer to cure if Customer is in breach of Section 2(d) or Customer violates VelocityEHS's intellectual property rights in the Services. Upon termination or expiration of this Agreement for any reason, all rights and licenses granted to Customer to access and use the Services will automatically terminate and be revoked, and each party will promptly return or destroy, subject to the requirements of Section 11(e), all Confidential Information provided to it by the other party.

(d) **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with Section 11(c) (Termination), VelocityEHS will refund Customer a pro-rata portion of any prepaid Fees covering the remainder of the term of all Customer Order Forms after the effective date of termination. If VelocityEHS terminates this Agreement in accordance with Section 11(c), VelocityEHS will invoice Customer for all unpaid Fees covering the remainder of the then-current terms of all Customer Order Forms. In no event will termination relieve Customer of its obligation to pay any Fees for the period prior to the effective date of termination.

(e) **Data Portability and Deletion.** If Customer has an account in good standing, and Customer makes a request prior to the effective date of termination or expiration of this Agreement, VelocityEHS will make the Data available to Customer for export or download as provided in the VelocityEHS Data Return Policy. VelocityEHS will keep all Data available for export for 30 days after the termination date. After such 30-day period, VelocityEHS will have no obligation to maintain or provide any Data, except as required by applicable law.

(f) **Surviving Provisions.** The termination of this Agreement will not relieve either party of any obligation or liability accrued prior to such termination and will not in any way affect the parties' obligations under Sections 2(c) (Removal of Content), 5 (Fees and Payment), 6 (Proprietary Rights and Licenses), 7 (Confidentiality), 8(c) (Disclaimer of Warranties), 9 (Indemnification), 10 (Limitation of Liability), 11(d) (Refund or Payment Upon Termination), 11(e) (Data Portability and Deletion), 11(f) (Surviving Provisions), 12 (General Provisions), or any other obligations which are expressly stated herein to be continuing or are by their nature continuing.

12. GENERAL PROVISIONS

(a) **Notices.** All notices and communications under this Agreement will be in writing and will be delivered in person, mailed (postage prepaid), or delivered by overnight express carrier, to the address of the parties listed on the applicable Customer Order Form. All notices sent as provided in this Section will be deemed received if personally delivered or faxed with confirmation of receipt, then on the date of receipt; or if sent by overnight express carrier, on the next business day immediately following the day sent; or if by mail, four days after depositing in the U.S. Mail. In addition to and notwithstanding the foregoing, VelocityEHS may also provide such notice and communications to Customer under this Agreement using the electronic e-mail addresses of the Customer contact listed on a Customer Order Form.

(b) **Agreement to Governing Law and Jurisdiction.** This Agreement will be governed in all respects by the laws of the State of Delaware, USA, without regard to conflicts of laws rules. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Each party consents to the jurisdiction of the relevant court of Delaware, USA, for any legal action, suit, or proceeding arising under or relating to this Agreement and agrees that any such action, suit, or proceeding may be brought only in such courts. Each party further waives any objection to the laying of venue for any such suit, action, or proceeding in such courts or for the purpose of enforcing any such decisions or rulings.

(c) **Attorneys' Fees.** In any arbitration, suit, action, or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and documented expenses of attorneys, accountants, and other professionals incurred in connection therewith.

(d) **Export Compliance.** Each of Customer and VelocityEHS will at all times strictly comply with all applicable laws, rules, regulations, and governmental orders, now or hereafter in effect, relating to its performance of this Agreement. Each of Customer and VelocityEHS further agree to make, obtain, and maintain in force at all times during the term of this Agreement, all filings, registrations, reports, licenses, permits and authorizations required under applicable law, regulation or order in order for each party to perform its obligations under this Agreement. The Services, Content, other technology VelocityEHS makes available, and any derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer

shall not permit Users to access or use any Services or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

(e) **Anti-Corruption.** Each of Customer and VelocityEHS will comply fully with all applicable anti-corruption laws and regulations, including, for example, the United States Foreign Corrupt Practices Act, and any similar laws of any country in which each party operates.

(f) **Entire Agreement.** This Agreement and any Customer Order Forms constitutes the entire agreement between VelocityEHS and Customer regarding Customer's use of the Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. Notwithstanding the foregoing, VelocityEHS may modify this Agreement at its discretion to address technological, operational, or regulatory changes affecting delivery of the Services; provided, that VelocityEHS must give Customer no less than 30 days' prior written notice of such modification. If Customer does not agree to such modified terms, Customer should discontinue its use of the Services. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Customer Order Forms) is for convenience only. Any conflict between this Agreement and any such document will be resolved in favor of this Agreement. In the event of any conflict between the applicable Customer Order Form and this Agreement, the applicable Customer Order Form will control.

(g) **Assignment; Change in Control.** Customer may not assign any of its rights or obligations hereunder without VelocityEHS's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety (together with all then-existing Customer Order Forms), without the other party's consent in connection with a merger, acquisition, or sale of all or substantially all of its assets. If Customer is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of a direct competitor of VelocityEHS, then VelocityEHS may terminate this Agreement immediately upon written notice without any further liability. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

(h) **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

(i) **No Third-Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the parties hereto. There are no third-party beneficiaries to this Agreement.

(j) **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. The waiver of any default by either party will not be deemed a continuing waiver and will apply solely to the instance to which such waiver is directed.

(k) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to applicable law, the parties agree that the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected.

(l) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached this Agreement, for any delay or failure to perform its obligations under this Agreement resulting from acts or causes beyond its reasonable control, including without limitation, acts of

war, export regulations, third-party labor strikes, power failures, natural disasters, or other similar events ("**Force Majeure Events**"). In the event that either party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the party who has been so affected will promptly give notice to the other and will exercise all reasonable efforts to resume performance. The terms of this Section 12(l) will not apply to Customer's obligation to pay for Services in accordance with Section 5.

(m) **Marketing.** Customer hereby authorizes VelocityEHS to disclose that Customer is a customer of VelocityEHS and authorizes VelocityEHS to use Customer's trademarks (including logos) in connection with such disclosures. VelocityEHS acknowledges and agrees that all proprietary, intellectual property, and any other rights in and to Customer's name, logo, service marks, and/or trademarks are Customer's sole and exclusive property.

(n) **Federal Government End User Provisions.** In the event that the Software may be delivered to a federal government end user or for ultimate federal government use: VelocityEHS provides the Software solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with VelocityEHS to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

(o) **Counterparts.** If this Agreement is attached to a Customer Order Form that is being executed manually by the parties with handwritten signatures, then this Agreement may be executed in one or more counterparts, all of which together will constitute one original document. Counterparts may be delivered via facsimile or electronic mail (including pdf or an electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. If this document is a standalone electronic document having been referenced by URL, Customer acknowledges and agrees that it has read this document and agrees to its terms and conditions.

13. DEFINITIONS

Terms used in this Agreement with their initial letters capitalized have the meanings ascribed to them in this Section or where they are elsewhere defined in this Agreement. Any term defined in the singular will have the corresponding definition in the plural (and vice versa). As used in this Agreement:

(a) "**Affiliate**" means, with respect to either party, any entity that directly or indirectly controls, or is controlled by, or is under common control with that party.
(b) "**Agreement**" means this VelocityEHS Master Subscription & Services Agreement, together with all Customer Order Forms entered into hereunder.
(c) "**Content**" means Documentation, Materials, and other information provided by VelocityEHS to Customer through the Services.
(d) "**Credentials**" means the username, login ID, password, and similar credentials issued by VelocityEHS or created by Customer or a User, which enable access to the Services.

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(e) "**Customer**" means, in the case of an individual entering into this Agreement on his or her own behalf, such individual, or in the case of an individual entering into this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is entering into this Agreement and each of its Users.

(f) "**Customer Order Form**" means Customer's order for Services through an ordering document specifying the Subscription(s) and/or Professional Service(s) to be provided under this Agreement that is entered into between Customer, on the one hand, and VelocityEHS or any of its Affiliates, on the other hand, including any exhibits, schedules, addenda, and supplements thereto.

(g) "**Data**" means any information, data, and/or files that Customer transmits, uploads, creates, or stores to or on the Software in connection with Customer's use of the Software, including Personal Data.

(h) "**Documentation**" means VelocityEHS's online user guides, documentation, and help and training Materials that VelocityEHS provides or makes available to Customer, as updated by VelocityEHS from time to time.

(i) "**Malicious Code**" means code, files, scripts, agents, or programs intended to do harm, including, for example, computer viruses, worms, Trojan horses, logic bombs, spyware, adware, and backdoor programs.

(j) "**Materials**" means web pages, data, messages, text, images, photographs, graphics, audio, video, podcasts, webcasts, documents, press releases, white papers, product data sheets, and all copyrightable works created by or delivered by VelocityEHS or its Affiliates in connection with this Agreement.

(k) "**Personal Data**" means all personally identifiable information, including name, address, telephone number, e-mail address, account or policy information, about an identified or identifiable natural person.

(l) "**Professional Services**" means any implementation, configuration, training, consulting, or other services ordered by Customer to be provided by VelocityEHS or its Affiliates under this Agreement.

(m) "**Services**" means any Subscription(s) and/or Professional Services ordered by Customer and provided by VelocityEHS or its Affiliates under this Agreement.

(n) "**Software**" means the software specified in the Customer Order Form that is made available to Customer by VelocityEHS during the applicable Subscription period, including the information and Content contained therein.

(o) "**Subscription**" means Customer's right to access VelocityEHS's and its Affiliates' online-hosted Software applications and certain related Software applications designed for installation on Customer's and its Users' computers and mobile devices and the information and Content contained therein, ordered by Customer and for a term specified in a Customer Order Form.

(p) "**Third-Party Content**" means third-party information obtained by VelocityEHS and made available to Customer through the Services.

(q) "**Users**" means individuals appointed by Customer to access and use the Software, which may include Customer's officers, employees, consultants, and agents performing services for Customer or on Customer's behalf.