



## RELIANT EHS MASTER SUBSCRIPTION AGREEMENT

Updated: May 21, 2024

This Reliant EHS Master Subscription Agreement (this “**Agreement**”) is entered into as of the Effective Date by and between “**Reliant EHS**” and “**Customer**” (each is a “**Party**”, together they are the “**Parties**”).

### 1. DEFINITIONS

“**Application**” means the web-based software application delivered by Reliant EHS (app.ReliantEHS.com) including any services required to support the software application or third-party software tools, applications, or services integrated and managed by Reliant EHS.

“**Confidential Information**” refers to non-public information that either Party may obtain from the other or have access to by virtue of this Agreement, including, but not limited to, each Party’s data and each Party’s proprietary Software and computer operations, all code, inventions, algorithms, business concepts, workflow, marketing, financial, business and technical information, the terms and pricing under this Agreement, authentication credentials associated with the use of the Software and the Professional Services, Personal Data and all information either clearly identified as confidential or that is of a nature that a reasonable person would understand to be confidential.

“**Content**” means, applications, online services, features, technology, data, text, audio, video, documents, images or other content.

“**Customer**” means the Party represented in this Agreement as Customer.

“**Deliverables**” means all goods, records, reports, documents, papers, other materials and deliverables (whether in documentary, electronic or other form) produced or to be produced by, or on behalf of, Reliant EHS for Customer as part of the Professional Services pursuant the execution of an Invoice.

“**Effective Date**” means the date on which the customer initiates a subscription agreement with Reliant EHS or the date on which Reliant EHS has issued an initial invoice to the customer, whichever is sooner.

“**Fees**” means the amount to be paid for Subscription and/or the Professional Services as detailed in the applicable subscription agreement and/or Invoice.

“**Intellectual Property**” means any patents, patent rights, design rights, copyrights, database rights, trade secrets, know-how, trademarks, trade names, service marks and other intellectual property embodied therein and all applications and rights to apply for registration or protection rights

pertaining thereto, in existence at the date hereof or created in the future. Rights regarding Intellectual Property shall be referred to as **"Intellectual Property Rights"**.

**"Invoice"** means the invoice sent to the Customer by Reliant EHS for the purpose of the Customer procuring or retaining access to the Software application or professional services from Reliant EHS.

**"Personal Data"** has the meaning as described in the applicable data protection laws and shall include, without limitation, any data or information (regardless of the medium in which it is contained and whether alone or in combination) that relates to an identified or identifiable natural person.

**"Professional Services"** means the consulting, training, development, implementation or customization of and the software and/or advice to be provided by Reliant EHS to the Customer on a time and materials or fixed price basis as detailed and as specified on the applicable Invoice. Professional Services do not include the provision of the Support and Updates services included in a Subscription.

**"Software"** means the Reliant EHS software application (app.ReliantEHS.com), including its updates, upgrades, platform as a service, and documentation.

**"Subscription"** means the provision of the Software license by Reliant EHS to the Customer for the agreed upon Subscription Term.

**"Subscription Tier"** means the published price based on the software package and number of user licenses selected by the customer. The Subscription Tier may be modified at the customer's request and Subscription Tier refers to the current Tier selected by the customer as of their latest subscription agreement and/or invoice.

**"Subscription Term"** refers to the period of time for which Customer has acquired the Subscription from Reliant EHS.

**"Support and Updates"** means any Software support and updates services provided by Reliant EHS.

## **2. SUBSCRIPTION**

**2.1 Subscription.** Pursuant to the execution of an Invoice and subject to the terms and conditions of this Agreement and to Customer's payment obligations, Reliant EHS will provide the Subscription to Customer.

**2.2 Subscription Term.** Subscription ordered by Customer commence on the date the subscription agreement is executed, renew at the end of each Subscription Term, and remain in effect for the Subscription Term specified therein. Except as otherwise specified all subscriptions shall automatically renew for additional periods equal to the expiring Subscription Term unless either Party gives the other notice of non-renewal at least 7 (seven) days before the end of the relevant Subscription Term.

**2.3 Upgrades.** If a New Software Version is released during Subscription Term, and Customer has paid the fees, the New Software Version will be made available by Reliant EHS to the Customer.

### **3. LICENSE**

**3.1 License.** Subject to the terms of this Agreement and the limitations set forth in the applicable Invoice during the Subscription Term, Reliant EHS hereby grants Customer a limited, non-exclusive, non-transferable license, without rights to sublicense, to use the Software during the Subscription Term, exclusively for **(i)** internal business purposes including but not limited to creating, maintaining, and providing access to EHS documentation and records to employees and **(ii)** external business purposes including vendor audits and publishing EHS Documents or reports for external access. Reliant EHS retains all rights not expressly granted to Customer in this Agreement.

**3.2 Usage Limits.** The Software licensed under a Subscription is subject to usage limits based on the Subscription Tier agreed upon between Reliant EHS and the Customer. Usage in excess of the Usage Limit (i.e. Number of Facilities and Users) represented by the Subscription Tier purchased by the Customer will result in the Customer's subscription being upgraded to the corresponding Subscription Tier based on the number of enabled users at Reliant EHS' published prices at the date of the change. Upgrades to the agreed upon Subscription Tier may be made at the client's request at any time during the Subscription Term and additional charges will be prorated for the Subscription Term in which the change occurs. A reduction in the Subscription Tier will be processed at the end of the Subscription Term and no prorated refund will be due to the Customer.

**3.3 Restrictions of Use.** Unless otherwise authorized under this Agreement, Customer may not (and will not allow any third party to): **(i)** sell, rent, lease, license, sublicense, distribute, pledge, assign or otherwise transfer in whole or in part the Software or the Professional Services or any interest in them to another party; **(ii)** provide, disclose, divulge or make available to, or permit use of the Subscription in whole or in part by any third party without Reliant EHS' prior written consent; **(iii)** install or use the Software in a manner that circumvents or interferes with the operation of the technological measure that controls the access to the Software **(iv)** modify, translate, adapt or create derivative works based on the Software; **(v)** export or re-export the Software or any derivative work thereof; **(vi)** remove or modify any Software markings or any notice of Reliant EHS' proprietary rights; **(vii)** use the Software to provide third party training; **(viii)** disclose results of any Subscription benchmark tests to any third party without Reliant EHS' prior written consent; **(x)** use the Software in any way that is contrary to the terms and conditions of this Agreement; or **(xi)** use the Software for any unlawful purposes. Except to the extent expressly permitted by this Agreement or applicable law, and to the extent that Reliant EHS is not permitted by that applicable law to exclude or limit the following rights, Customer may not decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part.

**3.4 Manner of use.** Subject to the terms of this Agreement, including the specifications and limitations set forth in the applicable Order, Customer agrees not to use or permit use of the Software to display, store, process or transmit any Content, that may **(i)** menace or harass

any person or cause damage or injury to any person or property, **(ii)** involve the publication of any material that is false, defamatory, harassing or obscene, **(iii)** violate privacy rights or promote bigotry, racism, hatred or harm, **(iv)** constitute unsolicited bulk e-mail, “junk mail”, “spam” or chain letters; **(v)** constitute an infringement of intellectual property or other proprietary rights, or **(vi)** otherwise violate applicable laws, ordinances or regulations. If Reliant EHS receives information that Customer is in violation of any of the foregoing restrictions, Reliant EHS will notify Customer, and Customer will promptly take appropriate action to resolve such violation. If Customer does not take required action in accordance with the above, Reliant EHS reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. Reliant EHS shall have no liability to Customer in the event that Reliant EHS takes such action.

**3.5 Customer’s Content** . As necessary for Reliant EHS **(i)** to provide Customer with the Support and Updates; and **(ii)** to operate, manage and improve the Software, Customer hereby grants to Reliant EHS the right and a license to host, copy, transmit and display Customer’s Content in accordance with this Agreement and limited to such purposes only.

**3.6 Standards & Regulatory Requirements.** Customers may request access to libraries of requirements for Standards and Regulatory Requirements available from Reliant EHS. By requesting or accepting access to these libraries, the customer warrants that they have a license to the associated Standard, the permission of the owner to access and use the content of the Standard or regulatory requirements, or that the requirements have been verified as publicly accessible. Reliant EHS reserves the right to request proof of the client’s right to access the Standard material at any time in the form of a license agreement or licensed copy of the Standard and proof of ownership and or right to access may be required to receive and maintain access to Standard and Regulatory Libraries. If the client is unable to prove their right to access the content, Reliant EHS may revoke access to the Library at any time.

#### **4. PROFESSIONAL SERVICES**

**4.1 Scope.** Upon request and execution of an Invoice containing line items for Professional Services, Reliant EHS shall provide Professional Services to Customer.

**4.2 Expenses.** In addition to any and all fees in the applicable Invoice, Customer will reimburse Reliant EHS for all reasonable costs and expenses related to the provision of the Professional Services, including travel, lodging and per diem fees (“**Expenses**”) incurred by Reliant EHS in connection with the performance of the Professional Services. Expenses shall be invoiced by Reliant EHS as stated in the Invoice and paid by Customer in accordance with the terms of the Agreement. Any support related to API development or mitigating issues resulting from the improper use of the Reliant EHS API will be billable and shall be reimbursed by the customer.

**4.3 Changes.** Any changes or additions to the Professional Services, including scope, Fees and/or Expenses will only be valid if agreed in writing and executed by both Parties.

**4.4 Cooperation.** Customer will cooperate reasonably and in good faith with Reliant EHS in the execution of the Professional Services by, without limitation: **(i)** allocating sufficient resources and timely performing any tasks reasonably necessary to enable Reliant EHS to perform its obligations under each Order; **(ii)** timely delivering any materials and other obligations specifically required under each Order; **(iii)** timely responding to Reliant EHS' reasonable inquiries related to the Professional Services; **(iv)** actively participating in relevant scheduled meetings; **(v)** providing information, data and feedback that is complete, accurate and timely in all material respects.

**4.5 Acceptance Criteria.** Upon completion of each Deliverable or the conclusion of a milestone, Reliant EHS will: **(i)** submit a complete copy of the Deliverable to Customer; and **(ii)** demonstrate and test its functionality in accordance with the applicable Invoice. If agreed in the applicable Order, the Deliverables may be subject to acceptance tests to be defined and executed by Customer to verify that they satisfy the agreed specifications set forth in the applicable Invoice as mutually agreed upon by the Parties for such Deliverable. Upon delivery of a Deliverable, in the absence of any notice from Customer within 7 days, the Deliverable shall be deemed accepted.

**4.6 Provision of Professional Services to Third Parties.** Reliant EHS is in the business of providing products and consulting services to third parties which are or may be substantially similar to the Deliverables being developed for Customer. Reliant EHS is free to use all of Reliant EHS' ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, and processes, irrespective of whether possessed by Reliant EHS prior to this Agreement, or acquired, developed, or refined by Reliant EHS during the execution of the same ("**Residual Knowledge**"). It is not the intent of this Agreement to prevent Reliant EHS from pursuing its stated business by independently creating such original but similar works for the benefit of third parties provided that Reliant EHS does not use or disclose Confidential Information, Customer's Content or Personal Data. Such retention of Residual Knowledge shall be unaided and unintentional.

## **5. FEES AND PAYMENT TERMS**

**5.1 Fees.** Customer will pay to Reliant EHS, without deduction, the fees set forth in the applicable Invoice. Fees listed in an Invoice are exclusive of all applicable sales taxes. Customer will pay or reimburse Reliant EHS for all applicable taxes, duties, or any similar assessments imposed by applicable law incurred on the Invoice (except for Reliant EHS' income taxes) and such taxes, duties, or any similar assessments shall be charged at the appropriate rate by Reliant EHS in addition to its stated fees and shall be shown separately on the relevant invoice. Reliant EHS publishes its application prices online at [www.ReliantEHS.com/pricing](http://www.ReliantEHS.com/pricing) and the published fees and price tiers will be used to assess invoices to the Customer. Unless otherwise agreed upon, the Customer will be invoiced at the lesser of (1) the published rate at the time of the invoice, (2) the agreed upon rate at the inception of the current Subscription Term for the price tier based on software package and number of facilities and users selected by the Customer.

**5.2 Payment.** All fees herein are payable to Reliant EHS, and due within the term and in accordance with the currency defined in the applicable Invoice. Except as otherwise stated in

this Agreement, all Subscriptions are non-cancelable for the duration of the active Subscription Term and, upon payment, all payments are non-refundable. Payments may only be made by Wire Transfer, ACH, EFT, or Credit Card unless otherwise agreed to or made available to the customer by Reliant EHS.

**5.3 Overdue Payments.** Undisputed overdue payments shall bear interest at the lesser of 1% per month or the maximum rate allowed under applicable law. Customer acknowledges and accepts that the non-payment of any undisputed fees within the term defined in the applicable Order constitutes a material breach of this Agreement and that Reliant EHS shall have the right to: **(i)** upon 30 (thirty) days prior written notice, suspend Customer's right to access or use any portion or all of the Software and/or the Professional Services until all such due and undisputed amounts and respective interests have been paid; and/or **(ii)** exercise its right to terminate the Agreement under Section 8 ("Term and Termination").

**5.4 Purchase Order.** If a Purchase Order ("PO") is required by Customer, Customer agrees that Reliant EHS will not be required to have access to the PO document and that reference to the PO and/or PO number is only necessary for billing and invoicing purposes. The Parties agree that any subsequent reference to any set of other terms and conditions on any invoice, purchase order, or other document is null and void, and that any PO will not override the terms and conditions negotiated between the Parties either listed on the Invoice, or in this MSA.

## **6. INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP AND TITLE**

**6.1 Reliant EHS' Intellectual Property.** Customer acknowledges and agrees that all Intellectual Property Rights in and to the Software and Professional Services are owned by Reliant EHS and shall, notwithstanding the terms of this Agreement, remain vested in Reliant EHS. Unless otherwise expressly provided in this Agreement, Customer shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in the Software. All rights not expressly granted by Reliant EHS herein are reserved.

## **7. CONFIDENTIALITY**

**7.1 Use and Disclosure.** During this Agreement and for a period of 3 (three) years following its termination, each Party shall hold in confidence and not use for any purposes unrelated to this Agreement or disclose to any third party (except the Party's employees, agents or contractors who have a need to know and who are subject to confidentiality obligations at least as restrictive as those herein) any Confidential Information of the other Party. Each Party agrees to take all reasonable steps to ensure that the Confidential Information is not disclosed or distributed by its employees, contractors, or agents in violation of the terms of this Agreement.

**7.2 Permitted Disclosures.** Either Party may disclose Confidential Information of the other Party either: **(i)** in response to a valid order by a court or other governmental or regulatory body, or **(ii)** as otherwise required by law, or **(iii)** as necessary to establish the rights of either Party under this Agreement. Disclosing Party will promptly give notice to the receiving Party

of such compelled disclosure and allows receiving Party to object or to seek a protective order, to the extent legally permitted.

**7.3 Non-Confidential Information.** The Parties shall not be obligated under this Section 7 (“Confidentiality”) with respect to Confidential Information that: **(i)** is or becomes a part of the public domain through no act or omission of the receiving Party; **(ii)** was in the receiving Party’s lawful possession without restriction prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; **(iii)** is lawfully disclosed to the receiving Party by a third party without restriction on the disclosure; or **(iv)** is independently developed by the receiving Party without access to the Confidential Information.

**7.4 Destruction or Return.** Except as otherwise authorized or required in furtherance of the purposes of this Agreement, promptly upon a request by the disclosing Party, the receiving Party will destroy (and so certify it in writing) or return to the disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and all copies or extracts thereof provided that the receiving Party shall be permitted to retain copies of any computer records and files containing any Confidential Information which have been created pursuant to automatic archiving and back-up procedures, or retain a back-up copy of such Confidential Information as required by law, rule, regulation or internal compliance policies, in which cases such Confidential Information shall continue to be subject to confidentiality obligations even after termination of this Agreement.

## **8. TERM AND TERMINATION**

**8.1 Term of Agreement.** Unless earlier terminated pursuant to Sections 8.2 (“Termination for Cause”) or 8.3 (“Termination for Insolvency”), this Agreement commences on the Effective Date and continues in force until the active Subscription obtained by the Customer in accordance with this Agreement have expired or been terminated.

**8.2 Termination for Cause.** Either Party will have the right to terminate this Agreement immediately upon written notice at any time if the other Party is in material breach of any warranty, term, condition or covenant of this Agreement and fails to cure that breach within 30 (thirty) days after written notice of that breach.

**8.3 Termination for Insolvency.** Either Party may terminate the Agreement immediately if the other Party becomes insolvent and the entity licensed and authorized by the applicable law to act in relation to such insolvent Party does not personally guarantee the future payment of any due Fees.

**8.4 Effect of Termination.** **(i) Access.** Upon termination, the Subscription shall be automatically canceled, and Customer shall no longer have access to the Software, or to the Application. **(ii) Fees.** If Reliant EHS terminates this Agreement pursuant to Sections 8.2 (“Termination for Cause”) or 8.3 (“Termination for Insolvency”), Reliant EHS shall invoice Customer all amounts that have accrued for the terminated items prior to such termination, which were not previously invoiced, as well as all sums remaining unpaid under this Agreement. Customer will pay such invoices in accordance with the terms of this Agreement.



In the event Customer terminates this Agreement pursuant to Sections 8.2 (“Termination for Cause”) or 8.3 (“Termination for Insolvency”) above, Reliant EHS shall refund Customer any prepaid Fees covering the remainder of the Subscription Term of any Subscription in effect, from the effective date of termination (amortized on a straight line basis). In no event will termination relieve Customer of the obligation to pay any Fees due to Reliant EHS under this Agreement. **(iv) Damages.** Neither Party is liable to the other Party for any damages incurred by the other Party or any third parties as a result of the termination in conformity with this Section 8 (“Term and Termination”). **(v) Other Remedies.** Termination or expiration is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

## **9. WARRANTIES**

**9.1 Reliant EHS Warranties.** Reliant EHS represents and warrants that **(i)** Reliant EHS has all necessary rights to grant the licenses provided herein; **(ii)** upon delivery, the Software shall operate in compliance with the documentation; **(iii)** upon delivery, the Software shall work with the hardware and third party software required, recommended or authorized by Reliant EHS; **(iv)** the Support and the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. In the event of a breach of the foregoing warranties, Reliant EHS shall, as its sole obligation and entire liability and Customer’s exclusive remedy, at Reliant EHS’ sole option and expense, either **(i)** re-perform the applicable Professional Services in a manner that is compliant with such warranty, or **(ii)** in the event Reliant EHS is unable to do so after using commercially reasonable efforts, terminate all or part of the applicable Invoice and upon such termination, Reliant EHS shall promptly refund Customer all Fees paid for the non-compliant Professional Services. Claims under the foregoing warranty must be submitted by Customer in writing within 90 (ninety) days of the performance of such Professional Services in order to be considered.

**9.2 DISCLAIMER OF WARRANTIES.** RELIANT EHS DOES NOT WARRANT THAT THE SOFTWARE, SUPPORT, PROFESSIONAL SERVICES, OR DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER’S PRIVACY, CONFIDENTIAL INFORMATION AND/OR CONTENT. EXCEPT AS SET FORTH IN SECTION 9.1 (“RELIANT EHS WARRANTIES”) AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RELIANT EHS PROVIDES THE SOFTWARE, SUPPORT, PROFESSIONAL SERVICES, AND DELIVERABLES “AS IS”, WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, EXPRESS OR IMPLIED OR STATUTORY OR OTHER WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. CUSTOMER SHALL HAVE SOLE RESPONSIBILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS AND OWNERSHIP OF ALL CUSTOMER CONTENT AND APPLICATIONS.

## **10. LIMITATION OF LIABILITY**

**10.1 PARTIES LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF



RELIANT EHS' INTELLECTUAL PROPERTY RIGHTS BY CUSTOMER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, DATA OR DATA USE, OR CLAIMS OF THIRD PARTIES) ARISING FROM THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

**10.2. RELIANT EHS LIMITATION OF LIABILITY.** RELIANT EHS WILL NOT BE LIABLE FOR:

(i) CUSTOMER'S INABILITY TO USE THE SOFTWARE, SUPPORT, PROFESSIONAL SERVICES, OR DELIVERABLES, INCLUDING AS A RESULT OF ANY (i.a) TERMINATION OR SUSPENSION OF SUBSCRIPTION OR, (i.b) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SOFTWARE AND/OR THE PROFESSIONAL SERVICES AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; OR

(ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR PROFESSIONAL SERVICES; OR (iii) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT; OR (iv) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT DUE TO CUSTOMER'S NEGLIGENCE AND OR MISCONDUCT; OR (v) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE OUT OF ANY THIRD PARTY OR RESELLER SOFTWARE LICENSE AND / OR RELATED PROFESSIONAL SERVICES.

(vi) NEGLIGENCE OR DISHONESTY ON THE PART OF THE CLIENT RELATED TO LICENSED STANDARDS OR REQUIREMENTS RESULTING IN ACCESS TO REGULATORY OR STANDARD LIBRARIES WITHIN THE CLIENT'S RELIANT EHS ACCOUNT.

(vii) LEGAL ACTIONS RESULTING FROM THE CONTENTS OF CLIENT CONTENT HOSTED ON THE APPLICATION INCLUDING PUBLIC LINKS AND DERIVATIVE WORKS ADDED BY THE CLIENT.

**10.3. RELIANT EHS TOTAL AGGREGATE LIABILITY.**

**GENERAL.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT (AND EXCLUDING PROFESSIONAL SERVICES, ADDRESSED IN THE SECTION BELOW), RELIANT EHS' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY RELIANT EHS' GROSS NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE AMOUNTS PAID TO RELIANT EHS UNDER THIS AGREEMENT DURING THE CURRENT SUBSCRIPTION TERM OR 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM WHICHEVER IS LESSER;

**SPECIAL.** AS FOR PROFESSIONAL SERVICES, RELIANT EHS' TOTAL AGGREGATE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER,

ARISING OUT OF PROFESSIONAL SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY RELIANT EHS' SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE AMOUNTS PAID TO RELIANT EHS FOR THE PROFESSIONAL SERVICES RENDERED UNDER THE APPLICABLE ORDER.

THE PROVISIONS OF THIS SECTION 10.3 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND RELIANT EHS. RELIANT EHS' FEES FOR THE SUBSCRIPTION AND/OR AMOUNTS PAID FOR PROFESSIONAL SERVICES REFLECT THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

## **11. GENERAL PROVISIONS**

**11.1 Entire Agreement.** This Agreement, including all Addendums (if any) and Orders, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to, supplement or modification of this Agreement will be binding unless in writing and signed by duly authorized representatives of both Parties. In the case of conflicts, discrepancies, errors or omissions among the Agreement/Addendum and the Order, the documents and amendments to them shall take precedence and govern in the following order: (a) Order; (b) Agreement; and (c) Addendum (if any). The Customer acknowledges and agrees that it has had the opportunity to review all the documents contained in a URL prior to executing this Agreement, which it can print for its internal records.

**11.2 Interpretation.** References to a provision, clause, Section, or Order are to a provision, clause, Section, or Order to, this Agreement. References to this Agreement include its Orders (including reference to information contained in a URL and/or referenced policies and/or guides). Words importing the singular include the plural and vice versa. Words importing a gender include every gender. The words and phrases "other", "such as", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

**11.3 Headings.** The caption and the headings to clauses, Sections, parts, paragraphs and Orders are inserted for convenience only and shall be ignored in interpreting this Agreement.

**11.4 Contracting Reliant EHS Company, governing law and jurisdiction.** Reliant EHS entity with which Customer is contracting under this Agreement, to whom Customer should direct notices under this Agreement, the governing law applicable to this Agreement, including any lawsuit or disputes arising out of or in connection with it, without giving effect to any choice or conflict of law provision or rule, and which courts can adjudicate any such lawsuit, shall be determined based on where Reliant EHS has its registered offices.

**11.5 Compliance with Laws.** Customer agrees that Customer's use of the Software will comply with all applicable laws, including without limitation all applicable anti-corruption laws, anti-money laundering laws, antitrust laws, economic sanctions laws, export control laws, data protection and data privacy laws, and modern slavery and human trafficking laws.

Reliant EHS shall have the right to terminate this Agreement, without notice and without liability, for any perceived or actual breach of this clause.

**11.6 Export Laws.** Customer agrees that Customer's use of the Software (including related documentation), and Professional Services will comply with applicable export control and trade sanctions laws, rules and regulations, including without limitation the regulations promulgated by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "Export Laws"). Customer represents and warrants that Customer is not (i) located or resident in a country or territory that is subject to comprehensive U.S. trade sanctions or other significant trade restrictions (including, without limitation, Crimea, Cuba, Iran, North Korea, and Syria) (collectively, the "Sanctioned Countries"); or (ii) identified on any U.S. government restricted party lists (including without limitation the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Denied Party List, Entity List and Unverified List, administered by BIS) (collectively, the "Restricted Party Lists"). Customer further certifies that Customer will not, directly or indirectly, export, re-export, transfer or otherwise use the Software (nor any direct product thereof) and/or the Professional Services in violation of the Export Laws, or with any purpose prohibited by the same Export Laws, in any Sanctioned Country, to any person or entity on a Restricted Party List, or for any nuclear, chemical, missile or biological weapons related end uses. Customer acknowledges that the Software and/or Professional Services, or any feature or part thereof, may not be available for use in all jurisdictions and that Customer is responsible for complying with applicable Export Laws wherever Customer uses the Software and/or Professional Services. Reliant EHS shall have the right to terminate this Agreement, without notice and without liability, for any perceived or actual breach of this clause.

**11.7 Usage Data.** The Parties hereby agree that Reliant EHS and any company that is a part of its group of companies may collect and use data related with the use of the Software by Customer ("Usage Data") for statistical purposes, to improve the Software and for compliance audits. The confidentiality obligation set forth in Section 7 ("Confidentiality") of this Agreement shall apply hereto. The Customer shall have the right to cancel the collection of Usage Data at all times during the execution of this Agreement by providing written notice to Reliant EHS.

**11.8 Personal Data.** In the event Reliant EHS has access to Personal Data through the execution of this Agreement, it shall act as Customer's data processor for the processing thereof. Reliant EHS shall process any Personal Data at all times in full compliance with the applicable data protection laws.

**11.9 Notices.** Any notice, consent, approval, or other communication intended to have legal effect to be given under this Agreement ("Notices") must be in writing and will be delivered (as elected by the Party giving such notice): (i) by email to [legal@reliantehs.com](mailto:legal@reliantehs.com) or (ii) by registered mail. Unless otherwise provided herein, all Notices will be deemed effective on the date of receipt (or if delivery is refused, the date of such refusal) if delivered by registered mail and at 9.00 am of the next business day after the date of the transmission by email. Notices hereunder will be sent to the contact and addresses set forth in the

signatures sections of this Agreement and/or in the applicable Order. Either Party may change the address to which Notices shall be sent by giving Notice to the other Party in the manner herein provided. Notices shall be written in English language.

**11.10 Relationship of Parties.** The Parties are independent contractors, and not agents, employees or joint ventures of one another, and do not have any authority to bind the other Party, by contract or otherwise, to any obligation. Neither Party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.

**11.11 Assignment.** This Agreement is not assignable or transferable by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempt by either Party to assign or transfer this Agreement without such consent shall be void. Notwithstanding, Reliant EHS may freely assign or transfer this Agreement to any company that is a part of its group of companies or as a result of a merger or a sale of all or a substantial part of its share capital. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions, as well as the existing Orders shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assignees of the Parties hereto.

**11.12 No Solicitation.** During the term of this Agreement and for a period of 6 (six) months thereafter, neither Party shall, either directly or indirectly, solicit the employment of or hire any of the employees of the other Party, excluding the hiring of personnel in response to a general solicitation of employment directed to the public. This promise shall be construed as an agreement independent, yet ancillary, of any other provision of this Agreement.

**11.13 Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement (including all Orders and Addendums, if applicable), or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement or of the provision will continue in full force and effect, except to the extent such invalid provision or part of provision relates to essential aspects of the Agreement. The parties agree that such provision or portion thereof shall be substituted by a provision with an equivalent legal and economic effect.

**11.14 Force Majeure.** No Party shall be liable for, or considered to be in breach of this Agreement on account of, any failure or delay in performance of any of its obligations hereunder (except for the payment of money) if such failure or delay is due to acts of God, fires, flood, storm, explosions, earthquakes, general Internet outages, acts of war or terrorism, riots, insurrection, intervention of any government or authority or any other reason where the failure to perform is beyond the reasonable control of and not caused by the negligence or intentional acts or omissions of the non-performing Party.

**11.15 Waivers of Rights.** No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other form employed or provided by Customer will supersede the terms and conditions of this Agreement and/or Order(s) executed with

Customer, and any such document relating to this Agreement and/or Order(s) shall be for administrative purposes only and shall have no legal effect.

**11.16 Survival.** Clauses and / or sections 3.3 (“Restrictions of Use”), 6 (“Intellectual Property Rights, Ownership and Title”), 7 (“Confidentiality”), 8.4 (“Effect of Termination”), 8.5 (“Post-Termination Assistance”), 9.2 (“Disclaimer of Warranties”), 10 (“Limitation of Liability”), and 11 (“General Provisions”) of this Agreement shall survive termination, without prejudice to other obligations that, pursuant to the applicable law or to this Agreement, shall also remain in force after termination date.

**11.17 Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement, notwithstanding the fact that all parties are not signatories to the original or the same counterpart. The Parties hereby agree that this Agreement may be delivered by electronic signature (e.g. Zoho Sign, in portable data format – PDF - or in any other digital mean of identifying that party’s identity and approval of the counterpart) by any or both Parties in which case all Parties agree to rely on the receipt of such document so executed and delivered by electronic means as if the original had been received. The Parties hereby warrant and represent that such electronic signature is valid and legally binding in jurisdictions they may respectively be subject to, and they waive any potential right or claim against the validity of this Agreement on the basis of its electronic signature.

**11.18 Publicity.** Unless Customer notifies Reliant EHS of the contrary within 10 Business Days from the initial Invoice date, Customer is deemed to authorize Reliant EHS to use its name and trademarks for reference purposes (such purposes include the reference in commercial proposals, the Reliant EHS website, and marketing materials related thereto). The Customer may revoke this authorization in writing at any time.

**11.19 Acceptance of Master Subscription Agreement.** By remitting payment for any invoice or accessing the Reliant EHS application, the Customer agrees to the terms and conditions stated herein. In doing so, the parties represent that they have the authority to enter this agreement on behalf of the person, entity, or corporation whom they represent or have been granted such access by a party with due authority to enter such agreement.