

EHSTRACKS SOFTWARE AS A SERVICE (SaaS) TERMS AND CONDITIONS AGREEMENT

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This SOFTWARE AS A SERVICE (SaaS) TERMS AND CONDITIONS AGREEMENT (this “Agreement”), effective as of the date of execution of the LICENSE SUBSCRIPTION (as defined below) (the “Effective Date”), is by and between ENVIRONMENTAL 360, INC., (“Environmental 360, Inc.”) and the subscriber or entity purchasing enterprise, facility, or user licenses (“Customer”) associated with EHSTracks and all applications within the EHSTracks suite of applications. The parties hereby agree as follows:

AGREEMENT.

1.1 This Agreement includes and incorporates by reference all of the following: (a) any separate written or online contract between Customer and Environmental 360, Inc. and all exhibits and schedules thereto (each, a “Proposal”), (b) standard application licensing pricing and add-on services (a “Pricing Schedule”, (c) the terms and conditions of Environmental 360, Inc.’s website Privacy Policy (which can be found at <https://ehstracks.com/privacy/>), and (c) the terms and conditions of Environmental 360, Inc.’s website Terms of Use (which can be found at <https://ehstracks.com/terms>), each as may be amended from time to time in accordance with their respective terms. The terms and conditions of this Agreement shall govern the Service (as defined herein) to be provided by Environmental 360, Inc. under any Proposal entered into between Customer and Environmental 360, Inc., as though the provisions of this Agreement were set forth in their entirety within such Proposal, and so that each Proposal and this Agreement shall be considered one, fully integrated document and agreement.

BY SUBSCRIBING TO THE SERVICE, CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN CUSTOMER MUST DECLINE TO SUBSCRIBE OR TERMINATE THEIR SUBSCRIPTION AND CUSTOMER MAY NOT USE OR ACCESS THE SERVICE OR SYSTEM.

DEFINITIONS.

2.1 “Affiliate” means, with respect to a party, any entity that is controlling, controlled by, or under common control with such party.

2.2 “Background Materials” means all intellectual property and proprietary rights of Environmental 360, Inc. (including ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, know-how, copyrights, patents, trademarks, service marks, trade dress, trade secrets, and other technologies and information) that are used by Environmental 360, Inc. in providing the Service

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and Results (including any correction, improvement, extension, or other modification to the Service or to any of the foregoing intellectual property or proprietary rights made, created, conceived, or developed by or for Environmental 360, Inc., including at Customer's request or during the performance of Professional Services during the Term (as defined in Section 7.1)).

2.3 "Content" means the audio and visual information, Documentation, software, products, and services contained in, or made available to Customer in the course of using, the Service.

2.4 "Customer Data" means all electronic data or information submitted to and stored in the Service by or on behalf of Customer's Representatives or other users.

2.5 "Documentation" means the user guide, help information, and other documentation regarding the Service that is provided by Environmental 360, Inc. to Customer in electronic or other form.

2.6 "Environmental 360, Inc. Property" means the Service, System, Documentation, Content, Compiled Data (as defined in Section 6.5), and Reports (as defined in Section 6.5).

2.7 "Representatives" means Customer's employees, agents, contractors, suppliers, customers, and other third parties authorized by Customer to access the System for Customer's benefit.

2.8 "Results" means any work product resulting from the Service that is (a) delivered to Customer by Environmental 360, Inc. through the System, and (b) based solely on the Customer Data. For the sake of clarity, Results shall expressly exclude all Environmental 360, Inc. Property.

2.9 "Service" means Environmental 360, Inc.'s web/ tablet based EHSTracks applications and associated services, as further described in the applicable Documentation, that Customer subscribes to pursuant to any Proposal entered into between the parties, including associated offline components. The Service expressly excludes any and all Third Party-Applications.

2.10 "System" means Environmental 360, Inc.'s web based and tablet based applications for the purposes of environmental, health, and safety compliance that is hosted by or for Environmental 360, Inc. and accessed by Customer, Customer's Representatives, and Environmental 360, Inc. to provide the Service to Customer, as such system may be updated from time to time.

2.11 "Third Party-Applications" means applications, integrations, services, or implementation, customization or other consulting services related thereto, that interoperate with the Service and are provided by a third party, as further described in Section 3.11.

SERVICE.

3.1 Start Up. Each party will provide the other party with reasonable cooperation, assistance, information, and access as may be necessary to initiate Customer's use of the Service (including implementing any interface or transaction logic to which both parties agree).

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3.2 System. Subject to all terms and conditions of this Agreement, Environmental 360, Inc. will provide Customer with access to the System. As part of the account configuration and user training process, Customer will identify an administrative user name and password that will be used to set up Customer's account. Customer may use the administrative user name and password to create subaccounts for its Representatives (each with unique login IDs and passwords). Customer shall be responsible for the acts or omissions of any person who accesses the System using passwords or access procedures provided to or created by Customer. Environmental 360, Inc. reserves the right to refuse registration of, or to cancel, login IDs that violate the terms and conditions set forth in this Agreement or that have been inactive for a period of six (6) consecutive months.

3.3 Access Grant. Subject to all terms and conditions of this Agreement, Environmental 360, Inc. grants Customer a nonexclusive, nontransferable, and nonsublicensable right and license to (a) access and use the Service through a web-based interface in conjunction with tablet based applications, solely for Customer's internal business purposes, and (b) use the System in connection with the Service. The System is made available to Customer solely on a hosted basis by or on behalf of Environmental 360, Inc., and nothing in this Agreement shall be construed to grant Customer any right to receive any copy of the System or any software. Customer's access and use of the Service and the System shall comply with all other conditions set forth in the applicable Proposal (such as, for example, any requirements regarding data formats, number of permitted users, or prohibited uses).

3.4 Representatives. Customer may grant access to the Service to the number of authorized Representatives as set forth on the applicable Proposal or defined license fees and subsequently purchased by the customer. Each authorized Representative shall access and use the Service (a) solely in accordance with the terms of this Agreement, and, (b) when applicable, through a unique and secure username and password. The Service allows Customer to grant different levels of access to Customer Data, to different Representatives, as described in more detail in the Proposal. It is Customer's responsibility to designate the applicable access to be granted to each Representative. Customer shall cause all Representatives to comply with all obligations of Customer hereunder, to the extent applicable to Representatives. Customer's failure to cause a Representative to comply with the terms of this Agreement or any uncured Representative noncompliance therewith shall constitute a material breach of this Agreement by Customer. Except for Customer's system administrators where reasonably necessary for administrative or security purposes, no Representative may use the username/user identification or password of any other Representative.

3.5 Customer Data. Customer hereby grants Environmental 360, Inc. a nonexclusive and royalty-free right and license to access, copy, process and use the Customer Data, solely for the purpose of providing the Service. Customer acknowledges and agrees that (a) the Service depends on the availability of the Customer Data, and (b) Environmental 360, Inc. will not assume any responsibility for, or undertake to verify, the accuracy or completeness of the Customer Data. In addition, to the extent Customer uses the Service to store or process payment card information, Customer represents and warrants that its use of the Service for such purposes will at all times comply with applicable Payment Card Industry Data Security Standards (PCI DSS)

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requirements, and that it shall only store payment card information in the Service's designated encrypted fields for such data. Customer acknowledges and agrees that it may be required to enter into a separate agreement and/or agree to separate terms and conditions with Environmental 360, Inc.'s designated third-party payment processor prior to entering or storing any payment card information in the Service.

3.6 Customer Systems. Customer is solely responsible for providing (a) all equipment, subscriptions, and credentials necessary for Environmental 360, Inc. to receive the Customer Data, (b) all modems, servers, devices, storage, software, databases, network and communications equipment, and ancillary services needed to connect to, access, or otherwise use the System at its facility, and (c) all corresponding backup, recovery, network security, and maintenance services (clauses (a) – (c), collectively, "Customer Systems"). Customer shall ensure that Customer Systems are compatible with the Service and comply with all configurations and specifications described in the Documentation. For the sake of clarity, in no event will Customer Systems include any Environmental 360, Inc. Property.

3.7 Excluded Events. Environmental 360, Inc. shall not be liable for any delay or failures in the System, Service, or any other problems which are related to (a) any act or omission of Customer or its Representatives, including any delays in their performance or cooperation with respect to the obligations set forth in this Agreement (including its exhibits), (b) the Customer Data or Customer Systems, (c) any satellite, telecommunications, network, or other equipment or service outside of Environmental 360, Inc.'s facilities or control, or (d) any unauthorized access, breach of firewalls or other hacking by third parties (each of clauses (a) – (d), an "Excluded Event").

3.8 Restrictions.

(a) Customer is responsible for all activity occurring under its and its Representatives' accounts and shall abide by all applicable local, state, national, and foreign, laws, treaties, and regulations in connection with Customer's use of the Service, System, and Results, including those related to data protection and privacy, international communications, and the transmission of technical or personal data. Customer shall: (i) notify Environmental 360, Inc. immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Environmental 360, Inc. immediately, and use reasonable efforts to stop immediately, any copying or distribution of any Environmental 360, Inc. Property that is known or suspected by Customer or its Representatives; and (iii) not impersonate another Environmental 360, Inc. user or provide false identity information to gain access to or use the Service or System.

(b) Customer may use the Service only for Customer's internal business purposes and shall not use the Service to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (iv) store, maintain, process, or transmit any protected health information, or otherwise use the Service in a manner that would

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require Environmental 360, Inc. or the Service to be compliant with the Health Insurance Portability and Accountability Act (HIPAA); (v) interfere with or disrupt the integrity or performance of the Service or System or any data contained therein; or (vi) circumvent, disable, or interfere with any security-related features of the Service or Systems, or otherwise attempt to gain unauthorized access to the Service or System or their related systems or networks.

(c) Except as expressly permitted in this Agreement, Customer shall not directly or indirectly: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, time-share, use in any service bureau arrangement, distribute, or otherwise commercially exploit or make available to any third party any Environmental 360, Inc. Property in any way; (ii) use any of Environmental 360, Inc.'s Confidential Information or any other Environmental 360, Inc. Property to create any service, software, or documentation that is similar to any Environmental 360, Inc. Property; (iii) disassemble, decompile, reverse engineer, or use any other means to attempt to discover any source code, algorithms, or trade secrets underlying the System or other Background Materials; (iv) access or use the System (A) in any manner that abuses or violates the privacy or property rights of others, (B) to build a competitive product or service, (C) to build a product using similar ideas, features, functions, or graphics of the Service, System, or other Environmental 360, Inc. Property, or (D) to copy any ideas, features, functions, or graphics of the Service, System, or other Environmental 360, Inc. Property (except and only to the extent these restrictions are expressly prohibited by applicable statutory law); (v) alter, remove, or obscure any copyright or attribution notices, proprietary markings, trademarks, or trade names (whether of Environmental 360, Inc. or its third-party licensors) from the Service, Systems, or other Environmental 360, Inc. Property; (vi) adapt, combine, create derivative works of, or otherwise modify any Environmental 360, Inc. Property; (vii) create Internet "links" to any Environmental 360, Inc. Property or "frame" or "mirror" any Environmental 360, Inc. Property on any other server or wireless or Internet-based device; or (viii) use or allow the transmission, transfer, export, re-export, or other transfer of any product, technology, or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction. Additionally, neither Customer nor any Representative shall use or access the Service or System if any of them is a direct competitor of Environmental 360, Inc. or for purposes of monitoring the availability, performance, or functionality of the Service or System or for any other benchmarking or competitive purposes. Any noncompliance with the preceding sentence shall result in immediate termination of this Agreement by Environmental 360, Inc..

3.9 Support. As part of the Service, Environmental 360, Inc. will provide Customer with Documentation and other online resources to assist Customer in its use of the Service. In addition, Environmental 360, Inc. will use commercially reasonable efforts to provide Customer with technical support and updates for the Service ("Support Services"). The level of Support Services to be provided to Customer is dependent on the subscription plan purchased by Customer. Information on subscription plans and the level of Support Services can be found at www.ehstracks.com/support, or at such other URL as specified by Environmental 360, Inc.. Support Services do not include general consulting, engineering, implementation, development, training services, and/or other professional services. Customer acknowledges and agrees that Environmental 360, Inc. may charge additional fees, in accordance with its then-current policies,

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for any Support Services provided as a result of problems, errors, or inquiries caused by or related to the Customer Data or Customer Systems.

3.10 Other Services. Environmental 360, Inc. will provide account configuration and user training services to Customer as set forth in the Proposal or Pricing Schedule. From time to time, Customer may request, and Environmental 360, Inc. may agree to provide, certain custom development, consulting, training, or other professional services as mutually agreed (“Professional Services”). The terms and conditions of any such arrangement for Professional Services shall be set forth in separate statements of work executed by the parties (each, a “Statement of Work”), each of which shall be governed by the terms of this Agreement. Unless otherwise expressly set forth in the applicable Statement of Work, all software, technology, documentation, materials, and other work product, and all intellectual property rights embodied therein, that are created by Environmental 360, Inc., in whole or in part, during the performance of Professional Services shall be owned solely and exclusively by Environmental 360, Inc..

3.11 Third-Party Applications. Environmental 360, Inc. and its third-party providers may from time to time offer Customer Third-Party Applications through the Service or that otherwise relate to Customer’s use thereof. Any procurement of such Third-Party Applications by Customer shall be subject to the terms specified in a Proposal. Except as expressly set forth in the Proposal, Environmental 360, Inc. does not make any representation or warranty regarding any such Third-Party Applications, regardless of whether or not such Third-Party Applications are provided by a third party that is a member of a Environmental 360, Inc. partner program or otherwise designated by Environmental 360, Inc. “approved” or “recommended.” Any procurement by Customer of such Third-Party Applications or services is solely between Customer and the applicable third-party provider. Customer may not use Third-Party Applications to enter or submit transactions to be processed or stored in the Service, unless Customer has procured the applicable subscription to the Service for such use and access.

Customer is required to agree to the third-party provider’s terms of service before accessing or using a Third-Party Application. If Customer installs or enables Third-Party Applications for use with the Service, Customer agrees that Environmental 360, Inc. may enable the third-party providers to access Customer Data as required for the interoperation of the Third-Party Applications with the Service. Environmental 360, Inc. shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third-Party Applications or third-party providers.

3.12 Service Levels. During the Term, Environmental 360, Inc. will use commercially reasonable efforts to meet the service level specified in this agreement, or such other URL as specified by Environmental 360, Inc.. If Environmental 360, Inc. fails to meet the service level, Customer’s sole and exclusive remedy is to receive a credit for the Service period in accordance with the terms set forth in the Service Level Agreement.

3.13 Service Modifications. Customer acknowledges and agrees that Environmental 360, Inc. may make modifications to the Service from time to time and will use commercially reasonable

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efforts to notify Customer prior to any material modifications. Environmental 360, Inc. shall not be liable to Customer nor to any third party for any modification of the Service.

PAYMENTS.

4.1 Payment Terms.

(a) Customer shall pay a fee for the right to use the Service (the “Service Fee”) as set forth in the applicable Proposal or Pricing Schedule. Customer shall pay the Service Fee as outlined in such Proposal or Pricing Schedule. Notwithstanding the foregoing, in the event that Environmental 360, Inc.’s costs to provide the Service and System increase due to increases in fees or expenses imposed by Environmental 360, Inc.’s third-party service providers, Environmental 360, Inc. reserves the right to increase the Service Fee accordingly upon notice to Customer.

(b) All payment obligations are non-cancelable and, except where expressly stated otherwise in this Agreement, all amounts paid are nonrefundable. Customer must provide Environmental 360, Inc. with valid credit card, ACH payment, or previously other approved Payment information as a condition to entering into this Agreement. Payments shall be made in US dollars at Environmental 360, Inc.’s address (or to an account specified by Environmental 360, Inc.), in full without set-off, counterclaim, or deduction. Past due amounts shall bear a late payment charge, until paid, at the rate of one and one half percent (1.5%) per month or the maximum amount permitted by law, whichever is less.

(c) In addition to any other rights granted to Environmental 360, Inc. herein, Environmental 360, Inc. reserves the right to suspend or terminate this Agreement and Customer’s access to the Service and System if Customer fails to pay any invoiced amount when due. If Customer or Environmental 360, Inc. initiates termination of this Agreement for any reason, Customer shall pay any remaining balance due on Customer’s account, including any Service Fee for use of or access to the Service and System through the effective date of such termination. Customer acknowledges and agrees that Environmental 360, Inc. may bill Customer for such unpaid fees.

(d) Environmental 360, Inc. reserves the right to impose a reconnection fee in the event Customer’s access to the Service or System is suspended and Customer thereafter requests access to the Service. Customer acknowledges and agrees that Environmental 360, Inc. has no obligation to retain any Customer Data and that such Customer Data may be irretrievably deleted if Customer’s account is sixty (60) days or more past due. Upon request, Environmental 360 will export the customers data and provide it to the customer in CSV format or JSON format; data export services will be billed to the Customer. Customer shall reimburse Environmental 360, Inc. for all costs (including attorneys’ fees) incurred by Environmental 360, Inc. in collecting late payments.

(e) Customer acknowledges and agrees that the pricing for Customer was determined by the number of site licenses and active users as of the Effective Date. Additional Users may be

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provided during the term of the Site License at a pro-rated rate dependent on the remaining term of the Site License.

4.2 Taxes. All payments required by this Agreement are exclusive of federal, state, local, and foreign taxes, duties, tariffs, levies, withholdings, and similar assessments (including sales taxes, use taxes, and value added taxes), and Customer shall bear and be solely responsible for the payment of all such charges, excluding taxes based upon Environmental 360, Inc.'s net income. All amounts payable by Customer hereunder, including all Service Fees, shall be grossed-up for any withholding taxes imposed by any foreign government on Customer's payment of such amounts to Environmental 360, Inc.. If Environmental 360, Inc. has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 4.2, Environmental 360, Inc. will invoice Customer and Customer will pay that amount unless Customer provides Environmental 360, Inc. with a valid tax exemption certificate authorized by the appropriate taxing authority.

CONFIDENTIALITY.

5.1 Scope. "Confidential Information" means any and all financial, business, technical, or other non-public information disclosed by or for a party in relation to this Agreement. Without limitation, the System, the terms of the Proposal, and pricing information are Environmental 360, Inc.'s Confidential Information.

5.2 Confidentiality. Except for the specific rights granted by this Agreement, neither party (as "Recipient") may, at any time during or after the Term, use, copy, or disclose any of the other party's (as "Discloser") Confidential Information without Discloser's written consent, and Recipient shall safeguard Discloser's Confidential Information with at least the same degree of care (but in no event less than reasonable care) as it uses to protect its own Confidential Information, including by ensuring that Recipient's personnel and agents with access to Discloser's Confidential Information (a) have a need to know for the purposes of this Agreement, and (b) are bound by confidentiality obligations at least as restrictive as those set forth herein. The foregoing obligations shall not apply to any Confidential Information that Recipient can demonstrate is (i) already known by it without restriction, (ii) rightfully furnished to it without restriction by a third party not in breach of any obligation to Discloser, (iii) generally available to the public without breach of this Agreement, or (iv) independently developed by it without reference to or use of any of Discloser's Confidential Information. Each party shall be responsible for any breach of confidentiality by its personnel and agents, as applicable. Promptly after any expiration or termination of this Agreement (or at Discloser's request at any other time), Recipient shall (A) return all of Discloser's tangible Confidential Information, (B) permanently erase all Confidential Information from any storage media, and (C) destroy all information, records, copies, summaries, analyses, and materials developed therefrom (other than Compiled Data and Reports in Environmental 360, Inc.'s possession). Each party may disclose the general nature, but not the specific terms, of this Agreement without the prior consent of the other party; provided, however, that either party may provide a copy of this

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Agreement or otherwise disclose its terms in connection with any financing transaction or due diligence inquiry.

5.3 Compelled Disclosure. Nothing herein shall prevent a party from disclosing this Agreement or any of the other party's Confidential Information as necessary pursuant to any court order or any legal, regulatory, law enforcement, or similar requirement or investigation; provided, however, that prior to any such disclosure, Recipient shall use reasonable efforts to (a) promptly notify Discloser in writing of such requirement to disclose, and (b) cooperate with Discloser in protecting against or minimizing any such disclosure or obtaining a protective order.

PROPRIETARY RIGHTS.

6.1 Results. Unless otherwise agreed by the parties and subject to Environmental 360, Inc.'s rights to Compiled Data and Reports set forth in Section 6.5, (a) Customer shall own all right, title, and interest (including all intellectual property and other proprietary rights) in and to the Results, (b) Results are works made for hire to the extent allowed by law, and (c) Environmental 360, Inc. will make all assignments to Customer reasonably necessary to accomplish the foregoing ownership. Unless expressly specified otherwise in the Proposal, Environmental 360, Inc. has no obligation to store any Results beyond the expiration or termination of this Agreement.

6.2 Background Materials. To the extent that Environmental 360, Inc. includes any Background Materials in the Results, then subject to all terms and conditions of this Agreement, Environmental 360, Inc. agrees to grant Customer a nonexclusive, nontransferable, royalty-free right and license (without the right to sublicense) to use such Background Materials as embodied in the applicable Results, solely for Customer's internal business purposes.

6.3 Customer. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted, and Customer shall retain all right, title, and interest (including all intellectual property and proprietary rights embodied therein) in and to the Customer Data and Customer Systems.

6.4 Environmental 360, Inc.. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted, and Environmental 360, Inc. (and its licensors, as applicable) shall retain all right, title, and interest (including all intellectual property and proprietary rights embodied therein) in and to the Environmental 360, Inc. Property and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any other party relating to any Environmental 360, Inc. Property. This Agreement is not a sale and does not convey to Customer any rights of ownership in, or related to, any Environmental 360, Inc. Property. Environmental 360, Inc.'s name, logo, and the product names associated with the Service and System are trademarks of Environmental 360, Inc. or third parties, and no right or license is granted to use them.

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6.5 General Learning; Aggregate Data. Customer acknowledges and agrees that Environmental 360, Inc. is free to disclose aggregate measures of Service usage and performance, and to reuse all general knowledge, experience, know-how, works, and technologies (including ideas, concepts, processes, and techniques) related to the Results or acquired during provision of the Service (including that which it could have acquired performing the same or similar services for another customer). Customer acknowledges and agrees that (a) Environmental 360, Inc. shall have the right to compile and analyze any and all Customer Data and Results (such compilations and analyses, collectively, “Compiled Data”) and to prepare reports, studies, analyses, and other work product resulting from such Compiled Data on an anonymous basis (collectively, “Reports”), and (b) Environmental 360, Inc. shall have exclusive ownership rights to, and the exclusive right to use, such Compiled Data and Reports for any purpose, including advertising, marketing, and promotion of networking opportunities to other customers and prospective customers of the Service; provided, however, that Environmental 360, Inc. shall not distribute Compiled Data and Reports in a manner that is identifiable as Customer Data without first obtaining the prior written consent of Customer.

6.6 No Interference. During the Term and for one (1) year thereafter, neither party will directly or indirectly (a) recruit, employ, or retain any employee of the other party, (b) otherwise solicit, induce, or influence any employee to leave their employment with the other party, or (c) attempt to do any of the foregoing.

TERM AND TERMINATION.

7.1 Term. This Agreement shall commence on the Effective Date and continue in effect for the amount of time identified in the applicable Proposal (the “Initial Term”). Thereafter, this Agreement will be extended automatically for: (i) successive periods equivalent in length to the Initial Term, if the Initial Term is less than one (1) year, or (ii) successive one (1) year periods, if the Initial Term is one (1) year or longer (each, a “Renewal Term”, and the Initial Term and all Renewal Terms, together, the “Term”), unless Customer cancels their account at least thirty (30) days prior to the end of the then-current term. In addition, Environmental 360, Inc. may cancel this Agreement effective upon expiration of the then-current term by providing Customer written notice of non-renewal at least thirty (30) days prior thereto.

7.2 Termination. Except where expressly provided otherwise in this Agreement, this Agreement may be earlier terminated by either party (a) if the other party materially breaches a provision of this Agreement (including any Proposal) and fails to cure such breach within thirty (30) days (or ten (10) days in the case of Customer’s failure to pay any invoiced amount when due) after receiving written notice of such breach from the non-breaching party, or (b) immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy, or similar officer is appointed to take charge of any or all of the other party’s property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within ninety (90) days, or the other party

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becomes insolvent or, without a successor, dissolves, liquidates, or otherwise fails to operate in the ordinary course. Except with respect to termination pursuant to clauses (a) and (b) of this Section 7.2, or as otherwise expressly provided in this Agreement, in no event will any termination of this Agreement relieve Customer of its payment obligations with respect to Service Fees for the then-current term.

7.3 Effects of Termination. Upon any expiration or termination of this Agreement: (a) Environmental 360, Inc. shall deactivate all user names and passwords and cease providing the Service and System to Customer, and Customer and its Representatives shall immediately cease use of the Service, and (b) all other rights, obligations, and licenses of the parties shall cease, except that (i) all obligations that accrued prior to the effective date of termination (including all payment obligations) and all remedies for breach of this Agreement shall survive, and (ii) the provisions of Articles 4 (Payments), 5 (Confidentiality), 6 (Proprietary Rights), 8 (Warranties and Disclaimers), 9 (Indemnification), 10 (Limitation of Liability), 11 (General Provisions), and this Section 7.3, shall survive. Environmental 360, Inc. shall have no obligation to retain any Results for the benefit of Customer after the Term.

WARRANTIES AND DISCLAIMERS.

8.1 Customer Data. Customer represents and warrants that: (i) it owns all right, title, and interest in and to, or otherwise possesses sufficient license rights in, the Customer Data as may be necessary to permit the use contemplated under this Agreement; and (ii) it has obtained and shall at all times maintain any and all consents, approvals, permissions, authorizations, and rights necessary to provide the Customer Data to Environmental 360, Inc. under this Agreement. Customer bears all responsibility and liability for (a) the accuracy, completeness, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and (b) Environmental 360, Inc.'s access to, possession, and use of Customer Data as permitted herein. Except as otherwise expressly set forth in this Agreement, Environmental 360, Inc. shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Data. Upon any termination of this Agreement, Environmental 360, Inc. will make available to Customer a file of the Customer Data within thirty (30) days of termination if Customer so requests at the time of termination. Environmental 360, Inc. may charge Customer a fee for providing a file with Customer Data. Payment must be received prior to Environmental 360, Inc. providing any such files. After such thirty (30) day period, Environmental 360, Inc. will have no further obligation to retain or export any Customer Data, and may remove or discard Customer Data without notice to Customer.

8.2 Service. During the Term, Environmental 360, Inc. warrants that the Service will perform in all material respects in accordance with the Documentation when used in accordance with the terms of this Agreement on the hardware, and with the third-party software, specified by Environmental 360, Inc. from time to time. Customer's sole and exclusive remedy, and Environmental 360, Inc.'s sole liability, for any breach by Environmental 360, Inc. of the

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warranty provided in this Section 8.2 shall be the repair or replacement of the nonconforming Service, at Environmental 360, Inc.'s sole expense, as described herein. Environmental 360, Inc. shall use commercially reasonable efforts to deliver to Customer replacement Service, a work-around or an error/bug fix as may be necessary to correct the nonconformity. If Environmental 360, Inc. is unable to, or determines that it is not commercially reasonable to, correct such nonconformity within thirty (30) days after receipt of notice of such nonconformity from Customer, then Customer may terminate this Agreement with a minimum of thirty (30) days' written notice.

8.3 Professional Services. Environmental 360, Inc. represents and warrants that the Professional Services shall be performed in a professional and commercially reasonable manner consistent with the standard of care exercised by Environmental 360, Inc. in performing similar services for other clients. Customer's sole and exclusive remedy for breach of this warranty shall be re-performance of the nonconforming Professional Services, or if the applicable Professional Services cannot be successfully re-performed in accordance with this warranty, then Environmental 360, Inc. shall refund all amounts paid by Customer for the non-conforming Professional Services, provided that Environmental 360, Inc. must have received written notice of the nonconformity from Customer no later than thirty (30) days after initial completion of such Professional Services.

8.4 No Professional Advice. In the course of using the Service, Environmental 360, Inc. may provide Customer with general advice regarding the use of its products and other areas pertaining to the Service provided. However, Environmental 360, Inc. does not and cannot render legal, tax, accounting, compliance, or other professional advice, and Customer must rely on their professional advisors alone for such advice.

8.5 Disclaimers.

(a) EXCEPT AS SPECIFICALLY PROVIDED IN SECTIONS 8.2 AND 8.3, THE ENVIRONMENTAL 360, INC. PROPERTY AND RESULTS ARE PROVIDED 'AS-IS', 'AS AVAILABLE', AND WITHOUT ANY OTHER WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, NEITHER ENVIRONMENTAL 360, INC. NOR ANY OF ITS LICENSORS MAKES ANY REPRESENTATION OR WARRANTY (I) THAT THE SYSTEM OR THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (II) THAT THE SYSTEM OR THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR BUG-FREE, (III) REGARDING THE SECURITY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE SYSTEM OR SERVICE, OR (IV) THAT ANY ERRORS OR DEFECTS IN THE SYSTEM OR SERVICE WILL BE CORRECTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, ENVIRONMENTAL 360, INC. HEREBY DISCLAIMS (FOR ITSELF AND ITS LICENSORS AND SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE AND ALL

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WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

(b) CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE AND SYSTEM ARE TOOLS TO BE USED BY CUSTOMER AND ITS REPRESENTATIVES IN THE COURSE OF EXERCISING THEIR PROFESSIONAL JUDGMENT. THE SERVICE AND SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ENVIRONMENTAL 360, INC. IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS OUTSIDE OF ITS REASONABLE CONTROL. NO ENVIRONMENTAL 360, INC. AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION, OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT.

(c) Without limiting any of the foregoing, Environmental 360, Inc. shall not be responsible or liable for: (i) any non-conformities of the Service or System with the Documentation that are caused by omissions, delays, inaccuracies, or any other failure of Customer's or its Representatives' computer systems, hardware, or software (other than the System), including by interfaces with such third party software, or any inaccuracies that such systems may cause within the Service or System; (ii) any Customer Data or other data that Environmental 360, Inc. receives from Customer, any of its Representatives, or other third party sources, including with respect to such data's accuracy or completeness; or (iii) any Excluded Event. Environmental 360, Inc. disclaims any liability for interception of any Customer Data (including any encrypted data) or any communications related to either of the foregoing. Customer acknowledges and agrees that Environmental 360, Inc. shall have no responsibility or liability for any damages arising in connection with access to or use of the Service or System by Customer, any Representative or any other party, other than as expressly authorized by this Agreement.

INDEMNIFICATION.

9.1 Infringement. Except as provided below, Environmental 360, Inc. agrees to (a) defend Customer against any demand, claim, action, or suit by a third party that the Service infringes any US patent or copyright or misappropriates any trade secret of such third party, and (b) indemnify Customer for settlement amounts or damages, liabilities, costs, and expenses (including reasonable attorneys' fees) awarded to such third party by a court of competent jurisdiction or agreed to as part of a monetary settlement arising out of such claim; provided, however, that (i) Customer promptly provides Environmental 360, Inc. written notice thereof and reasonable cooperation, information, and assistance in connection therewith, and (ii) Environmental 360, Inc. shall have sole control and authority to defend, settle, or compromise such claim. If the Service becomes or, in Environmental 360, Inc.'s opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, Environmental 360, Inc. may, at its option, (A) obtain for Customer the right to continue using the Service, or (B) replace

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or modify the Service so that it becomes non-infringing without substantially compromising its principal functions. If, in Environmental 360, Inc.'s opinion, clauses (A) and (B) are not reasonably available to Environmental 360, Inc., then Environmental 360, Inc. may terminate this Agreement immediately upon written notice to Customer and refund to Customer any prepaid Service Fees, pro-rated for the remainder of the prepaid period.

9.2 Exclusions. Environmental 360, Inc. shall have no liability or obligation to Customer hereunder with respect to any claim based upon (a) any use of the Environmental 360, Inc. Property not strictly in accordance with this Agreement, (b) modifications or combinations of the Environmental 360, Inc. Property not provided by Environmental 360, Inc., (c) that portion of the Environmental 360, Inc. Property that implements Customer's specific requirements or that is related to the Customer Data or Customer Systems, (d) Customer's continuance of allegedly infringing activity after being notified thereof, or (e) Customer's continued use of any version of the Environmental 360, Inc. Property after being provided modifications that would have avoided the alleged infringement. Customer shall (i) defend Environmental 360, Inc. against any claim by a third party that results from or arises out of any demand, claim, action, or suit excluded under clauses (a) – (e) above, and (ii) indemnify Environmental 360, Inc. for settlement amounts and damages, liabilities, penalties, costs, and expenses (including reasonable attorneys' fees) awarded to such third party by a court of competent jurisdiction or agreed to as part of a monetary settlement and arising out of such claim.

9.3 Entire Liability. The foregoing states the entire liability of Environmental 360, Inc., and Customer's sole and exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by the Service or any part thereof or by its use or operation.

9.4 Indemnification by Customer. Customer shall indemnify, defend, and hold harmless Environmental 360, Inc., its Affiliates, and its and their respective officers, directors, shareholders, employees, contractors, agents, successors, and assigns from and against any damage, cost, liability, loss, expense, claim, suit, action, or other proceeding, to the extent based on or arising in connection with Customer's or any of its Representative's: (a) use of the Service in a manner not authorized by this Agreement, or in violation of applicable law, (b) Customer Data, including Environmental 360, Inc.'s use thereof in accordance with this Agreement, or the combination thereof with other applications, content, or processes, including but not limited to any claim involving infringement or misappropriation of third party rights, (c) breach or violation of any term or condition of this Agreement, including without limitation, applicable representations and warranties, or (d) negligence or willful misconduct.

LIMITATION OF LIABILITY

10.1 Environmental 360, Inc. shall not be liable to the customer or any of its representatives concerning the subject matter of this agreement, regardless of the form of any claim or action, for any event of Force Majeure or other matter beyond its reasonable control. Environmental 360

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shall not be liable for indirect, punitive, incidental, reliance, special, exemplary, or consequential damages including loss of business, revenues, profits, data, and goodwill.

GENERAL PROVISIONS.

11.1 Entire Agreement. This Agreement (including each Proposal, Environmental 360, Inc.'s Privacy Policy and Terms of Use and the other agreements referenced in Article 1) constitutes the entire agreement, and supersedes all prior negotiations, understandings, or agreements (oral or written) between the parties about the subject matter of this Agreement. Environmental 360, Inc. reserves the right to modify or amend the terms of this Agreement at any time, and will use reasonable efforts to notify Customer in writing of any material changes hereto (including by posting a notice on its website). The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any use of the terms "include," "included" or "including" shall also be deemed to mean "but not limited to" or "without limitation."

11.2 Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than the parties to this Agreement.

11.3 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, USA, without regard to its conflicts of law provisions. Neither the United Nations Convention on Contracts for the International Sale of Goods nor any implementation of the Uniform Computer Information Transactions Act in any jurisdiction shall apply to this Agreement. The exclusive forum and venue for all legal or equitable actions or proceedings arising out of or relating to this Agreement shall be in a federal or state located in Rutherford County, TN, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such courts and waives any claim that such courts do not constitute a convenient or appropriate venue for any such actions or proceedings. EACH PARTY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

11.4 Other Countries. If Customer uses the Service from outside the United States of America or the European Union, Customer does so at its own risk and is solely responsible for compliance with all applicable local laws and regulations, including export and import regulations of other countries. Any use of the Service in violation of United States or European Union (including European Union Member States) law is prohibited. In addition, in the event Customer's use of the Service requires Environmental 360, Inc. to process any personal data pertaining to an individual located in the European Union, Customer hereby agrees to enter into Environmental 360, Inc.'s form data processing agreement prior to Environmental 360, Inc. processing any such data. Any data processing agreement entered into between the parties is hereby incorporated into this Agreement by this reference.

11.5 Remedies. Except as specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Each party agrees that,

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in the event of any breach or threatened breach by (a) Customer of Article 3, or (b) either party of Articles 5 or 6, the non-breaching party may suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to seek injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

11.6 Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to acts of God, governmental authorities, riots, strikes, acts of war, epidemics, fire, flood, communication line or equipment failures, power failures, or any other cause beyond its reasonable control (“Force Majeure”), the affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

11.7 Notices. Any notice or communication hereunder shall be in writing and either personally delivered or sent via confirmed facsimile, recognized express delivery courier or certified or registered mail, prepaid and return receipt requested, addressed to the other party at its address specified herein, or at such other address designated in a subsequent notice. All notices shall be in English, effective upon receipt.

11.08 Assignment. This Agreement and the rights and obligations hereunder may not be transferred or assigned, in whole or in part, by Customer without Environmental 360, Inc.’s prior written consent; provided, however, without consent, Customer may assign this Agreement to, and this Agreement shall be assigned to and assumed by, any successor to all or substantially all of its business that concerns this Agreement (whether by sale of assets or equity, merger, consolidation, or otherwise). Any assignment in violation of this Section 11.08 shall be deemed null and void ab initio. Environmental 360, Inc. freely assign this Agreement, and may, in its sole discretion, use contractors and other third party service providers in providing the Service. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives, and permitted assigns of the parties hereto.

11.09 Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein will deem either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose.

11.10 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together shall constitute one and the same Agreement.