

CLOUD SUBSCRIPTION SERVICES AGREEMENT

This Cloud Subscription Services Agreement and Terms of Use (this “**Agreement**”) is entered into as of the Effective Date, by and between Safety io, LLC (“**Provider**”), a Pennsylvania limited liability company, and Customer. Provider and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

Provider agrees to provide and Customer agrees to use the Services in accordance with the terms and conditions set forth in this Agreement.

1. **Definitions.** All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below in this Section 1 or in the cover page of this Agreement:

1.1 “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 “**Anonymized Statistics**” means data and information related to Customer’s use of the Services and used by Provider in an anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services to, among other uses, enhance the Services or product offerings of Provider or its Affiliates.

1.3 “**Authorized User**” means Customer’s employees and contractors (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased and/or provided hereunder.

1.4 “**Customer Data**” means, other than Anonymized Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

1.5 “**Customer Personal Information**” means any information about a natural person obtained by Provider on behalf of Customer that could be used to identify that person, including a name, address, email address, employee identification number, location, user settings, IP address, photograph, voice sample, or any other similar data.

1.6 “**Documentation**” means any and all user guides, instructions, handbooks, or manuals relating to the Services provided by Provider to Customer either electronically or in hard copy form, including any online technical assistance provided through Provider’s website.

1.7 “**Effective Date**” shall mean the date that Customer signs this Agreement, whether via electronic signature or otherwise.

1.8 “**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, Trojan Horse, time bomb, corrupted file, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider’s systems as intended by this Agreement.

1.9 “**Provider IP**” means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Anonymized Statistics and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the Services, but does not include Customer Data.

1.10 “**Services**” means the software-as-a-service offering described in the Estimate.

1.11 **“Start Date”** shall mean the date that the Customer is issued access to the Services.

1.12 **“Third-Party Products”** means any non-Provider platforms or applications, including software or updates in object code form, including documentation such as user manuals, handbooks and guides from a third party, that are provided with, or incorporated into the Services.

1.13 **“Third-Party Systems”** means any product or service, including any hardware, cellular network or device, Bluetooth® product or tool, web platform, product, application, software, connection, system, or similar item that enable or assist Customer to access the Services but is not owned or controlled by Provider.

2. **Access and Use; Authority.**

2.1 Provision of Access. Subject to and conditioned on Customer’s compliance with all terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferrable license to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

2.2 Authorized Users. The total number of Authorized Users will not exceed the number set forth in any Safety Estimate provided to Customer, except as expressly agreed to in writing by the Parties. If the Estimate does not specify a limit on Authorized Users, then the amount of Authorized Users shall be unlimited, subject to Provider’s reasonable discretion.

2.3 Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 10.7) license to use the Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services.

2.4 Use Restrictions. Customer shall not use the Services for any unlawful purpose or any purpose beyond the scope of the access granted in this Agreement. Without limiting the generality of the foregoing, Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation, except as authorized in writing by Provider; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) input, upload, transmit or otherwise activate any Harmful Code into the Provider’s systems; (vii) access or use the Services for purposes of competitive analysis; or (viii) access or use the Services in a way that circumvents or exceeds Service account limitations or requirements. Customer shall comply with all applicable local, state, regional, federal, and foreign laws, treaties, regulations, and conventions in connection with this Agreement, including without limitation those related to privacy and electronic communications.

2.5 Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a cyber threat or attack on any of the Provider IP; (B) Customer’s or any Authorized End User’s use of the Provider IP disrupts or poses a security risk (e.g., due to input or upload of Harmful Code) to the Provider, the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized End User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution,

or similar proceeding; (E) Provider's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; or (F) Customer or its Authorized End Users have breached the Use Restrictions set forth in paragraph 2.4 above; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any Third-Party Systems; or (iii) in accordance with Section 4.1(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension under this Section 2.6.

2.7 **Changes.** As part of its ongoing mission to improve the Provider IP, Documentation and/or Services and customer use of the Services, Provider reserves the right, in its sole discretion, to hereinafter make any changes to the Services, Provider IP, and/or Documentation that it deems necessary or useful. Such changes may include, but are not limited to, updates to functionality, user interface, training and education tools, usability and Documentation.

2.8 **Anonymized Statistics.** Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Anonymized Statistics, which will include and incorporate the Customer Data. As between Provider and Customer, all right, title, and interest in Anonymized Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Anonymized Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Anonymized Statistics publicly available in compliance with applicable law, and (ii) use Anonymized Statistics to the extent and in the manner permitted under applicable law; provided that such Anonymized Statistics do not identify Customer or Customer's Confidential Information unless Provider has obtained Customer's prior written consent, not to be unreasonably withheld.

2.9 **Services Support.** The Services include Provider's standard customer support services ("**Support Services**"), which can be accessed using the following URL: <https://status.safetyio.com> or any successor website address ("**Support Terms and Conditions**"). Provider may amend the Support Terms and Conditions from time to time in its sole discretion.

2.10 **Service Availability.** Provider will use commercially reasonable efforts to make the Services available in accordance with industry standards, excluding unavailability resulting from: (a) any act or omission by Customer or any Authorized User/access to or use of the Services by Customer or any Authorized User, or using Customer's or an Authorized User's access credentials, that does not strictly comply with this Agreement and the instructions given by Provider; (b) Customer Failure as described in Section 3.3 of this Agreement; (c) Customer's or its Authorized User's internet, mobile, or Bluetooth® connectivity; (d) Force Majeure Event; (e) failure, interruption, outage, or other problem with any software, hardware, system, device, network, facility, or other matter not supplied by Provider as part of this Agreement; (f) scheduled downtime or outages; (g) unavailability due to Third-Party Products or Third-Party Systems; or (h) disabling, suspension, or termination of the Services pursuant to the Agreement.

2.11 **Data Backup and Continuity.** Provider shall make reasonable efforts to restore any Customer Data that has been lost, destroyed, or corrupted while using the Services; however, these efforts shall not replace the need for Customer to obtain data backups or redundant data archives as may be required by Customer's policy, or by applicable statute(s) to which Customer is obligated. Provider may also provide "raw" data back-ups and/or restoration services upon written request and payment of applicable fees. Notwithstanding anything written above, PROVIDER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

2.12 **Data Security.** Provider will employ security measures for the Services either at Provider's location or through a reputable third-party internet service provider and hosting facility subject to commercially reasonable security precautions. Such precautions shall comply with industry standards for the type of information being maintained and shall include procedures and measures to prevent unauthorized use of and/or modification of Customer Data. However, Customer acknowledges that, notwithstanding such security measures, use of or

connection to the internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access. Customer further acknowledges that it is solely responsible to maintain the confidentiality of all passwords of Authorized Users and any and all activities (including network security activities) that occur on Customer's account or are within Customer's control, for which Provider shall have no liability.

2.13 Due Authority. Customer represents that the individual signing (including, without limitation, via click-through) this Agreement on its behalf has the authority to do so and to so legally bind the party. The Customer represents that the execution, delivery and performance of this Agreement by the Provider has been fully and validly authorized by all necessary corporate action.

3. **Customer Responsibilities.**

3.1 General. Customer acknowledges and agrees that Customer is solely responsible for its use of the Services and for establishing and following appropriate policies and procedures for its health and safety programs, including Customer's establishment of safety protocols around the use of any personal protective or gas detection equipment. Customer shall comply with all use instructions in the Documentation. Customer further acknowledges and agrees that Customer is solely responsible to maintain any personal protective and/or gas detection equipment in strict accordance with manufacturer instructions. Nothing in this Agreement shall be construed to make Provider responsible in any way for the use or functionality of Customer's personal protective and/or gas detection equipment or for Customer's safety and health program, and Provider disclaims all liability in this regard. Accordingly, Customer shall remain liable for all uses of the Services and Documentation, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

3.2 Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate its systems and equipment in good repair and in accordance the requirements for which the Services are to be accessed or used; and (b) provide all cooperation and assistance as Provider may reasonably request to enable Provider to exercise its rights and perform its obligations under and in connection with this Agreement. Customer expressly acknowledges that Provider has no control over or responsibility for any Third-Party Systems.

3.3 Effect of Customer Failure or Delay. Provider is not responsible for any delay or failure of performance caused in whole or in part by Customer Data or Customer's delay in performing, or failure to perform, any of its obligations under this Agreement or Provider instructions in the Documentation.

3.4 Third-Party Products. Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. Provider is not responsible for any aspect of such Third Party Products.

3.5 Notification. Customer is solely responsible for the content, storage, and security of any telephonic or electronic communications sent while using the Services and hereby acknowledges that the timing and delivery of any such communications are dependent on Third-Party Systems. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of Service and promptly notify Provider of unauthorized access or use and any loss or theft or unauthorized use of any password or username.

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4. **Confidential Information.**

4.1 Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, “**Confidential Information**”). The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except (i) as contemplated to provide the Services or otherwise explicitly authorized under this Agreement; or (ii) to the receiving Party’s affiliates and its and their employees or representatives who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) where legally permissible, in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law or regulation, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party’s rights under this Agreement, including to make required court filings. No Customer Data embedded in the Anonymized Statistics shall be considered Confidential Information of Customer.

4.2 Exclusions. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain through no fault of the receiving Party; (b) known to the receiving Party at the time of disclosure on a non-confidential basis; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party.

4.3 Effect of Termination on Confidential Information. On the expiration or termination of the Agreement, the receiving Party shall, upon written notice from the disclosing party, promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law. Notwithstanding the foregoing, the obligations to destroy or return Confidential Information shall not extend to the extent stored as a matter of routine information technology back-up or archiving, and Provider shall be permitted the Confidential Information for purposes of compliance with application law, corporate retention requirements, enforcement of this Agreement, or other regulation. The confidentiality obligations contained in this Agreement shall extend to any aforementioned retained Confidential Information.

4.4 Customer Personal Information. Customer represents and warrants that before providing Customer Personal Information to Provider, it will comply with applicable law for the disclosure of Customer Personal Information, including providing notices to or obtaining permission from third parties to allow sharing of their personal information with Provider under the Agreement or pursuant to use of the Services. Provider will take reasonable measures to protect the security of such Customer Personal Information transferred by Customer to Provider. Any use of Provider’s services shall be subject to Provider’s terms of service, data transparency statement and data privacy and security policies, as amended from time to time, current copies of which are available at <https://www.safetyio.com/legal#terms-of-service> (“**Terms of Service**”); <https://www.safetyio.com/legal#data-transparency> (“**Data Transparency Statement**”); <https://www.safetyio.com/legal#privacy-statement> (“**Privacy and Security Policy**”) and/or a successor website address.

For any Customer that provides Customer Personal Information to Provider from data subjects in Canada or the European Union (“**EU**”), Customer hereby (a) acknowledges that in connection with the Services, Provider may transfer/access/store/process such Customer Personal Information outside of the EU and Canada in countries (such as the United States) that under EU laws may not require the same level of data protection (the “**Data Transfer**”); and (b) consents to such Data Transfer, and Customer shall ensure that it materially complies with all applicable EU and Canadian laws that apply to Customer as the data controller of such Customer Personal Information in connection with the Data Transfer, including but not limited to EU Regulation 2016/679/EU with effect from 25 May 2018. Customer will also request and execute Provider’s Data Processing Addendum.

Where Customer will provide Customer Personal Information to Provider from data subjects in California, Customer shall notify Provider, and Provider shall be considered a “Service Provider” pursuant to the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199).

Provider is not a creator, user, or recipient of individually identifiable health information for a healthcare business use to a covered entity under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and therefore is not a “business associate” under HIPAA. Neither Party to this Agreement contemplates or intends that Provider will be exposed to HIPAA liability in connection with any of the Services.

4.5 **Customer Responsibility.** Without prejudice to anything else contained herein, Customer is solely responsible for (a) any required notices, consents, disclosures, and/or authorizations related to Customer’s use of the Services (including notices to employees, contractors, or others related to personal data, including Customer Personal Information), (b) any security vulnerabilities from Customer Data, systems, or other Customer content, and (c) any use by Customer or its Authorized Users of the Services in a manner that is inconsistent with the terms of this Agreement or in violation of applicable law. To the extent Customer discloses or transmits Customer Data to a third party, Provider is no longer responsible for the security, integrity, or confidentiality of such content outside of Provider’s control. Customer shall hold harmless and indemnify Provider for any third-party claim related to this Section 4.5.

5. **Intellectual Property Ownership**

5.1 **Provider IP.** Customer acknowledges that Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP. If Customer or any of its employees or contractors suggests or recommends any changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), Customer hereby assigns to Provider a worldwide, royalty-free, perpetual, irrevocable, transferable right to use, modify, incorporate, and distribute such Feedback, without attribution and for any purpose whatsoever. Any rights in the Services or Provider’s IP not expressly granted herein by Provider are reserved by Provider.

5.2 **Customer Data.** Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer shall be responsible for the accuracy, quality, integrity, and legality of Customer Data and the sourcing of such Customer Data. Customer acknowledges and agrees that in connection with the provision of the Services, Provider may store, maintain, and use Customer Data consistent with Provider’s standard business processes for the Services. Following the expiration or termination of the Agreement or a Customer account, if applicable, Provider may deactivate the applicable Customer account(s) and delete any data therein. Notwithstanding anything else contained herein, Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data to Provider and its Affiliates, or their Subcontractors (i) to provide the Services hereunder, (ii) enforce this Agreement and legal rights; (iii) for business and internal evaluation purposes (e.g., marketing) where data has been anonymized or aggregated; or (iv) to comply with legal obligations (e.g., court-ordered subpoena requests).

5.3 **Consent to Use Customer Data.** Notwithstanding anything else contained herein, Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Provider, its Affiliates, its Subcontractors, and the employees of Provider (i) to provide the Services hereunder, (ii) enforce this Agreement and legal rights; (iii) for business and internal evaluation purposes (e.g., marketing); and (iv) to comply with legal obligations (e.g., court-ordered subpoena requests).

6. **Limited Warranty and Warranty Disclaimer.**

6.1 **Limited Express Warranty.** (i) Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. (ii) Provider warrants that during the subscription term, the Services will conform in all material respects as described in the Documentation, as updated from time-to-time.

6.2 **Remedies.** If the Services are not performed in accordance with the warranty set out in Section 6.1(ii) above, Customer shall promptly notify Provider in writing with a description of its claim. As Customer's sole and exclusive remedy for any claim under this warranty and provided that such claim is determined by Provider to be Provider's responsibility, Provider shall, within 30 days of its receipt of Customer's written notice, (i) re-perform

the affected Services so that they are conforming; (ii) provide Customer with a plan reasonably acceptable to Customer for re-performing the affected Services; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Provider, then Provider or Customer may terminate the affected Service. The preceding remedy shall constitute Provider's entire liability and Customer's exclusive remedy for breach of the warranty set forth herein. If Customer elects not to terminate the Services or continues to use the Services, Customer waives all rights for the applicable warranty cure set forth herein. If the Services are not performed consistent with the warranty set out in Section 6.1(ii) above, Customer shall be entitled to terminate the Agreement..

6.3 Exclusions. Provider is not responsible for any claimed breach of any warranty set forth in section 7.1 caused by: (i) modifications made to the Services by anyone other than Provider; (ii) the combination, operation or use of the Services with any items not authorized in writing by Provider; (iii) Provider's adherence to Customer's specifications or instructions; (iv) errors caused by or related to Third-Party Products or Third-Party Systems, including but not limited to internet or platform connections, cellular service, or Bluetooth® connectivity, (v) Customer's software or IT systems or networks, including but not limited to network security systems (e.g., ports or firewalls), (vi) Customer or Authorized Users deviating from the Services operating procedures described in the Documentation; or (vii) Customer's failure to maintain personal protective and/or gas detection equipment system equipment or instruments in accordance with manufacturer's instructions.

6.4 Third-Party Products and Third-Party Systems. Customer acknowledges that certain modules or platforms of the Services may involve or depend upon Third-Party Products or Third-Party Systems. Provider may add and/or substitute functionally equivalent products or services at any time in the event of product unavailability, end-of-life, or changes to software requirements. Customer's use of such Third-Party Products or Third-Party Systems shall be subject to, and Customer and users shall comply with this Agreement and any applicable Third Party EULAs (End User License Agreements). PROVIDER MAKES NO WARRANTY WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR THIRD-PARTY SYSTEMS. Customer's sole remedy with respect to such Third-Party Products or Third-Party Systems shall be pursuant to the original licensor's warranty, if any, to Provider, to the extent permitted by the original licensor. Third-Party Products and Third-Party Systems are made available on an "AS IS, AS AVAILABLE" basis.

6.5 Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7.1, THE PROVIDER IP, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6.1, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

7. **Indemnification.**

7.1 Provider Indemnification. Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including attorney's fees if reasonable and awarded by a competent court) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent that the Services, as provided by Provider in accordance with this Agreement, infringe or misappropriate such third party's U.S. intellectual property rights, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

7.1.1 Mitigation. If such an indemnification claim pursuant to this Section 7.1 is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion and expense, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this

Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

7.1.2 Exceptions. This Section 7.1 shall not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Customer Data or Customer computer systems; or (D) Third-Party Products or Third Party Systems.

7.2 Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses (as defined above in Section 7.1) resulting from (i) any Third-Party Claim (as defined above in Section 7.1) that the Customer Data or any other materials or information provided by Customer, or any use of the same in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; and (ii) any Third-Party Claims based on Customer's or any Authorized User's (A) negligent acts or omissions in connection with the Services; (B) use of the Services in a manner not authorized by this Agreement; (C) use of the Services in combination with data, software, hardware, equipment or technology not provided by Provider or authorized by Provider in writing; (D) modifications to the Services not made by Provider; (E) failure to maintain personal protective and/or gas detection equipment in good and working condition; or (F) failure to establish or follow appropriate health and safety protocols. For the avoidance of doubt, a Third-Party Claim under this Section 7.2 is defined to include a claim made by Customer's employees or contractors.

7.3 Sole Remedy. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, THIS SECTION 7 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED THIRD-PARTY CLAIM THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S INDEMNITY OBLIGATIONS UNDER THIS SECTION 7 EXCEED THE AMOUNT OF ANNUAL FEES PAID TO PROVIDER UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE INCIDENT THAT GAVE RISE TO THE THIRD-PARTY CLAIM.

7.4 Indemnification Procedure. Each Party shall promptly notify the other party in writing of any Third-Party Claim or Losses for which such Party believes it is entitled to be indemnified pursuant to Section 7.1 or Section 7.2, as the case may be. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Third-Party Claim without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed.

8. **Limitations of Liability.**

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN: (i) IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND (ii) IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, AND OTHERWISE EXCEED THE LESSER OF (A) TWICE THE TOTAL AMOUNTS ACTUALLY PAID PER YEAR TO PROVIDER UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) \$1,000,000.

8.2 Applicable Law Effect on Limitation of Liability. Nothing contained in this Section 8 (Limitation of Liability) shall aim to limit any liability to the extent prohibited by law.

9. **Term and Termination.**

9.1 Term. This Agreement commences on the Effective Date and shall continue until the expiration or termination of the underlying subscription term. The Services shall commence on the Start Date and continue for the term set forth in the Estimate, or if no Estimate is given, then for one year (“**Initial Subscription Term**”). At the end of the Initial Subscription Term, the subscription will automatically renew for successive one-year periods (each, a “**Renewal Term**”), unless either Party gives the other written notice of non-renewal at least 60 days before the end of the Initial Term or any then current Renewal Term. The Initial Term and Renewal Terms are collectively referred to as the “**Term.**”

9.2 Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: breaches any of its obligations hereunder or for any other reasonable cause within Provider’s discretion;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, in the event of institution of bankruptcy, receivership, legal insolvency, reorganization, or other similar proceedings by or against the other Party, including under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or the legal insolvency or making of an assignment for the benefit of creditors or the admittance by either Party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either Party not involving the United States Bankruptcy Code.

9.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP.

9.4 Survival. This Section 9.4 and Sections 1, 4, 5, 6.2, 7, 8, and 10 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

10. **Miscellaneous.**

10.1 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, if any, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, the Estimate (if any), as amended, restated, or altered by the parties from time-to-time; (ii) second, this Agreement; and (iii) third, any Exhibits to this Agreement or other documents incorporated herein by reference. All pre-printed terms of any Customer purchase order or other business processing document shall have no effect.

10.2 Notices. All legal notices, requests, consents, claims, demands, waivers, and other communications (each, a “Notice”) must be in writing and addressed to the Parties at the attention of their Representatives at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier, facsimile, or certified or registered mail. Notice shall be deemed effective upon receipt.

10.3 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, pandemic, materials shortages, third-party systems outages, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo (each, a "Force Majeure Event").

10.4 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.5 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.6 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provisions. Any dispute in connection with this Agreement shall be resolved in the State or Federal Courts of the Commonwealth of Pennsylvania, each Party submitting to the jurisdiction and venue of such court. Both parties waive any rights to remove any action to a court located outside of Allegheny County, Pennsylvania. The Parties agree that this contract is not a contract for the sale of goods and therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code ("UCC"), or any codification of the Uniform Computer Information Technology Act ("UCITA"), and the United Nations Convention on Contracts for the Sale of Goods ("CISG") shall not apply.

10.7 Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider, which consent shall not be unreasonably withheld. Any purported assignment or delegation in violation of this Section 10.7 will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

10.8 Export Regulation. The Services utilize software and technology that may be subject to U.S. export control laws, including the US Export Administration Act and its associated regulations. Customer and its Authorized Users shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction, country, or person to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the U.S. Customer further warrants and represents that neither it nor any of its Authorized Users is named on any U.S. government list of persons or entities prohibited from receiving exports.

10.9 Notice of U.S. Government Restricted Rights. If the Customer is the U.S. Government, or if the Software is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the software underlying the Services is commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software and the Protected Rights delivered subject to the FAR 52.227-19. All use, duplication and

disclosure of the Software and/or the Protected Rights by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in FAR 52.227-19, Commercial Computer Software License - (December 2007).”

10.10 No Third Party Beneficiaries. This Agreement is for the benefit of the Parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee or contractor of a Party, any client of a Party, or any employee of a client of a Party.

10.11 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5 or, in the case of Customer, Section 2.4, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

10.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one single agreement between the Parties. This signed Agreement or counterparts may be exchanged electronically or stored electronically as a photocopy (such as in .pdf format). The Parties agree that electronically exchanged or stored copies will be enforceable as original documents, in accordance with the Electronic Signatures in Global and National Commerce Act (“E-Sign Act”), Title 15, United States Code, Sections 7001, et seq., the Uniform Electronic Transaction Act (“UETA”), and any applicable state law. The Parties consent to the use of electronic and/or digital signatures – including through clickwrap – for the execution of this Agreement and further agree that the use of electronic and/or digital signatures will be binding, enforceable and admissible into evidence in any dispute regarding this Agreement.

10.13 Relationship. The Parties intend to create an independent contractor relationship and nothing contained in this Agreement will be construed to make either Customer or Provider partners, joint ventures, principals, agents or employees of the other. No officer, director, employee, Affiliate or agent of Provider retained hereunder will be deemed to be an employee of Customer, and vice versa. Neither Party will have any right, power, or authority, express or implied, to bind the other.

[Remainder of Page Left Blank Intentionally]

