



CONTRACT# RSK/180097
CUSTOMER ORDER FORM

222 Merchandise Mart Plaza, Suite 1750
Chicago, IL 60654
Ph: 312.881.2000
Fax: 866.320.1021
Tax ID #: 04-3626476

Contract Number: Q-234921
Issued Date: Aug 15 2024
Issued By: Bernard Siliezar
Offer Valid Through: Oct 15 2024

Customer Information

Customer: City of Ocala
D-U-N-S® Number: 055947428

Attn: Richard Dennis

Terms & Conditions

Related Contract:
Contract Start Date: Dec 15 2024
Contract End Date: Dec 14 2027
Initial Term: 36 Months

Payment Terms: Net 30
Billing Frequency: Annual
Annual Price Adjustment: 5.00%

Subscriptions & Services					
Item	Type	Qty	Dec 15 2024 to Dec 14 2025	Dec 15 2025 to Dec 14 2026	Dec 15 2026 to Dec 14 2027
SDS/Chemical Management	Annual	1			
SDS Management	Annual	1	\$4,399.00	\$4,618.95	\$4,849.90
Included Site Administrator	Annual	1			
Total:			\$4,399.00	\$4,618.95	\$4,849.90

This Customer Order Form, including all Exhibits, and the Services provided hereunder are governed by the terms and conditions of the VelocityEHS Master Subscription and Services Agreement, as posted on <https://www.ehs.com/mssa>, which is hereby incorporated into this Customer Order Form (the "Agreement"). By signing below, Customer agrees to be bound by such terms and conditions as of the date of signing. VelocityEHS may deem this Customer Order Form null and void if the executed agreement is not received by VelocityEHS by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

City of Ocala

Signature: _____
Name: _____
Title: _____
Date: _____

VelocityEHS

DocuSigned by:
Signature: *Christopher Watt*
Name: Christopher Watt
Title: Chief of Staff
Date: 10/9/2024

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...



Exhibit A

SDS Management Base subscription pricing includes:

- One annual SDS Management subscription(s) for the Customer and up to 500 employees.
- Unlimited Account Administrators
- Unlimited SDS database searches, views and additions to the eBinder.
- Access to eBinder and database search from the SDS/Chemical Management mobile application.
- Access to the Desktop Application, which allows administrator(s) to print SDSs, and download an electronic backup of their SDSs and basic information.
- Annual allotment of 50 SDS Requests and 100 SDS Uploads. Additional SDS Requests may be purchased in bundles of 250 for \$1000; additional SDS Uploads may be purchased in bundles of 500 for \$1000.
- Technical & Customer Support.
- Additional Terms and Conditions apply. To learn more, click [here](#).

All fees are in USD and, unless otherwise noted, are due on the Contract Start Date, as noted on page one (1) of this agreement. The Contract End Date reflects the subscription "anniversary date"; subsequent year's fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Where applicable, all travel expenses will be invoiced to Customer as incurred. Sales tax associated to this Order will appear on the invoice, where applicable.



Exhibit B

Customer Support

Customer Support is included with the customer's software subscription. Support includes troubleshooting, product usage assistance, and general inquiries regarding Customer's account(s).

- Support is available Monday - Friday, excluding weekends and U.S. holidays. Support Business Hours are listed in the Support Business Hours table below.
- First Response times are based upon Support Business Hours and vary according to issue Severity and customer subscription. First Response time goals are listed in the Support First Response Times Goals table below. Severity Definitions are included in the Severity Definitions table below.
- Separately, for custom project engagements, VelocityEHS can scope and deliver a service project(s) for an additional fee. VelocityEHS will obtain approval prior to proceeding with any custom work that will result in additional charges.

Support Business Hours

Americas	8am - 8pm Eastern (UTC -4)
	7am - 7pm Central (UTC -5)
	5am - 5pm Pacific (UTC -7)
EMEA	9am - 12am UTC/BST
	10am - 1am CET (UTC +1)
	11am - 2am EET (UTC +2)

Support First Response Times

First Response Time Goals

Severity #	Severity Name	First Response Time (Business Hours)
S1	Critical	2 hours
S2	High	8 hours
S3	Medium	72 hours
S4	Low	6 days (96 hours)

Severity Definitions

Severity #	Severity Name	Definition
S1	Critical	Critical service(s) unavailable OR platform access unavailable for <u>all</u> customers or <u>all</u> admins on 1 account OR <u>all</u> end users cannot access the site to view an SDS OR data corruption / loss. And no workaround is possible. (Note: Does not include dev environments.)
S2	High	Degraded performance of Critical services OR Important service(s) are unavailable, including access to eBinder primary functions, EHS workflows, etc. OR only some users are unable to access platform/site. Generally multiple users or accounts are impacted by the issue.
S3	Medium	Degraded performance of Important services, for example intermittent errors on functions or workflows (but access is not blocked) OR a specific component is impaired, resulting in inconvenience or delays OR login/access issues for a single user.
S4	Low	Non-impacting issue OR issue impacting only 1 user AND not related to access/login OR issue not blocking workflow OR Inquiry OR Request for an item not currently part of the application, including: How-to question, Feature Request, Change Request, Documentation Request, or troubleshooting of dev environment.



VelocityEHS Master Subscription & Services Agreement

This Agreement was last updated on March 1, 2021.

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

All access to and use of the Software is subject to VelocityEHS’s [Privacy Policy](#).

1. OVERVIEW; ORDERING; ACCESS TO SERVICES

- (a) **Overview.** This Agreement sets forth the terms pursuant to which Customer may purchase, and VelocityEHS and its Affiliates will provide, certain Services.
- (b) **Ordering.** Customer will order Services described in this Agreement through a Customer Order Form, to be executed by Customer. Each Customer Order Form will reference and be subject to the terms of this Agreement. Each Customer Order Form may contain additional terms and conditions.
- (c) **Provision & Access.** Subject to and conditioned on Customer’s payment of Fees (as defined in Section 5(a)) and compliance with all other terms and conditions of this Agreement and any applicable Customer Order Form, VelocityEHS:
 - i. hereby grants Customer a non-exclusive, non-transferable right to access and use the Software described in the applicable Customer Order Form for the Subscription period specified therein; and/or
 - ii. will provide Professional Services to Customer as described in the Customer Order Form and in accordance with the terms and conditions of this Agreement.
- (d) **Subscriptions.** Unless otherwise provided in the applicable Customer Order Form, (i) access to the Software is purchased as a Subscription, (ii) Subscriptions may be added during a Subscription term and the price for the Subscription will be prorated for the portion of that Subscription term remaining at the time the Subscriptions are added, and (iii) any added Subscriptions will terminate on the same date as the earlier-purchased Subscriptions.

2. USE OF THE SOFTWARE

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



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

- (b) **Usage Restrictions.** Unless expressly authorized under this Agreement or a Customer Order Form, Customer will not, and Customer will not allow or assist any third party to: (i) make any Software or Content available to anyone other than Users or use any Software or Content for the benefit of anyone other than Customer; (ii) sell, resell, license, sublicense, distribute, make available, rent, or lease any Software or Content or include any Software or Content in a service bureau or outsourcing offering; (iii) use the Software or Content to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) use the Software or Content to store or transmit Malicious Code; (v) interfere with or disrupt the integrity or performance of any Software or Content contained therein; (vi) attempt to gain unauthorized access to any Software or Content or any related systems or networks; (vii) permit direct or indirect access to or use of any Software or Content in a way that circumvents a contractual usage limit or in a manner that violates this Agreement; (viii) modify, copy, or create derivative works based on the Software or Content or any part, feature, function, or user interface thereof; (ix) frame or mirror any part of any Software or Content, other than framing on Customer's intranets or otherwise for Customer's internal business purposes; (x) access the Software for purposes of monitoring its availability, performance, or functionality or for any other benchmarking or competitive purposes; or (xi) disassemble, reverse engineer, or decompile the Software or Content, or access the Software or Content to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions, or graphics of the Software or Content, (3) copy any ideas, features, functions or graphics of the Software or Content, or (4) determine whether the Software or Content is within the scope of any patent.
- (c) **Removal of Content.** If VelocityEHS is required by a licensor to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, VelocityEHS may promptly remove such Content from the Software. Upon request from VelocityEHS, Customer will remove such Content from its systems.
- (d) **Restrictions.** Customer will (i) be responsible for its Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality, and legality of the Data, the means by which Customer acquired its Data, and Customer's use of its Data with the Software, (iii) notify VelocityEHS of any such unauthorized access or use of the Software, (iv) use the Software only in accordance with this Agreement and all applicable laws and government regulations, and (v) comply with terms of service of any third-party applications and hardware with which Customer uses the Software. Customer is responsible for maintaining the confidentiality of Customer's and its Users' Credentials and account information, and Customer is responsible for all activities that occur under Customer's and its Users' Credentials or as a result of Customer or its Users' access to the Software. Customer will notify VelocityEHS immediately of any unauthorized use of Customer's or its Users' Credentials.
- (e) **Removal of Data.** VelocityEHS does not pre-screen or approve Data but reserves the right to remove Data that VelocityEHS believes to be infringing, offensive, objectionable, or illegal at its sole discretion and without liability to Customer or any other person or entity.
- (f) **Customer Responsibilities.** Customer is responsible for providing network termination for connectivity between Customer's local network(s) and the Software. Public bandwidth maintained by Customer will be of sufficient capacity for the Software's operation to Customer's



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

3. VELOCITYEHS RESPONSIBILITIES

- (a) **Services.** VelocityEHS will provide the Services described in a Customer Order Form, in accordance with the terms of this Agreement. VelocityEHS will provide standard support for the Software to Customer at no additional charge, as described in the Customer Order Form. Any upgraded or additional support services will be described in and purchased through a Customer Order Form.
- (b) **Service Commitment.** Unless otherwise agreed upon in a Customer Order Form, VelocityEHS makes a service commitment to Customer to use commercially reasonable efforts to maintain an average monthly Software availability no less than 99.9% per month, excluding: (i) planned downtime (of which VelocityEHS will endeavor to provide around two weeks advance electronic notice), and (ii) any unavailability caused by circumstances beyond VelocityEHS's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving VelocityEHS's employees), internet service provider failure or delay, any software or hardware not provided by VelocityEHS or its Affiliates, or denial of service attack.
- (c) **Service Maintenance.** During the Subscription period, VelocityEHS and its Affiliates will make available to Customer at no additional cost all updates, patches, and bug fixes with respect to the Software as may, from time to time, be developed and made generally available to VelocityEHS and its Affiliates' other customers of such Software under similar circumstances. All such updates, patches, and fixes will be deemed to constitute part of the applicable Software and will be subject to the terms of this Agreement.
- (d) **Changes to the Services.** During a Subscription period, VelocityEHS will not, except as expressly permitted under this Agreement, materially and significantly reduce or decrease the functionality and features of the applicable Software; provided, however, VelocityEHS expressly reserves the right to, at any time and from time to time, (i) without prior notice offer new, additional, or substitute products and services; and (ii) with reasonable prior notice, modify, amend, or discontinue offering all or any particular products or services to which Customer subscribes. In the event VelocityEHS discontinues any Services, VelocityEHS will refund Customer a pro-rata portion of any prepaid Fees covering the remainder of the term for such discontinued Services.
- (e) **Protection of Customer Data.** VelocityEHS will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of all Data. VelocityEHS will only use and disclose Data (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7(c) (Compelled Disclosure), and (c) as Customer expressly permits in writing. To the extent that VelocityEHS or its Affiliates process any Personal Data (as defined in VelocityEHS's [Data Processing Addendum](#), as revised from time to time, the "DPA") contained in the Data on Customer's behalf in order to provide the Services, the terms of the Data Processing Addendum will apply. The DPA is hereby incorporated by reference and the parties agree to comply with such terms. For the purposes of the Standard Contractual Clauses attached to the DPA, when and as applicable, Customer and Customer's applicable Affiliates are each the data exporter, and Customer's signing of an applicable Customer Order Form will be treated as signing of the Standard Contractual Clauses and their Appendices.



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

4. COOPERATION

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

5. FEES AND PAYMENT

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

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

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



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

- (d) **Taxes.** The Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with purchases hereunder. If VelocityEHS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 5(d), VelocityEHS will invoice Customer and Customer will pay that amount unless Customer provides VelocityEHS with a valid tax exemption certificate authorized by the appropriate taxing authority. VelocityEHS will be solely responsible for taxes assessable against VelocityEHS based on its income, property, and employees. **Customer is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption No: 85-8012621655C-9).**
- (e) **Future Functionality.** Customer agrees that its purchases under this Agreement are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by VelocityEHS regarding future functionality or features.

6. PROPRIETARY RIGHTS AND LICENSES

- (a) **Ownership and Reservation Rights.** Subject to the limited rights expressly granted under this Agreement, VelocityEHS and its Affiliates, and Third-Party Content providers reserve all rights, titles, and interests in and to the Software and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer agrees not to use any of VelocityEHS or its Affiliates' trademarks without express written permission and advance approval of all materials intended to use the trademarks. Customer agrees not to remove, alter, or otherwise obscure any copyright or trademark notices or claims contained or displayed in connection with the Software or Content.
- (b) **License to Host Customer Data.** Customer grants VelocityEHS and its Affiliates a worldwide, limited-term license to host, copy, display and use the Data (i) as necessary to provide the Services under this Agreement, and (ii) in an anonymized manner, including to compile statistical and performance information related to the provision and operation of the Software. Customer shall comply with all data privacy laws, including any and all obligations to obtain valid consent before collecting or processing any Personal Data. Where applicable, Customer shall be responsible for informing its employees regarding what information and Personal Data is collected under this Agreement in connection with the Services, how such information or Personal Data will be used by Customer and VelocityEHS and obtaining any necessary consents for VelocityEHS and its Affiliates to host, copy, display, and use such Personal Data to provide the Services. Subject to the limited licenses granted herein, VelocityEHS acquires no right, title, or interest from Customer or Customer's licensors under this Agreement in or to any of the Data.
- (c) **Feedback.** Customer agrees that any feedback or suggestions Customer gives to VelocityEHS about the Services is voluntary and that VelocityEHS may use such feedback or suggestions in its sole discretion without any obligation or remuneration to Customer.
- (d) **Statistical Data.** VelocityEHS may collect aggregate and anonymous statistical data about the use of the Services ("Statistical Data"). VelocityEHS owns and retains all rights and title to the



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

7. CONFIDENTIALITY

- (a) **Definition of Confidential Information.** “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential, including, but not limited to, the terms and conditions of this Agreement and all Customer Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Customer’s Confidential Information includes, but it not limited to, the Data. VelocityEHS’s Confidential Information includes, but is not limited to, the Services. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is lawfully received without restriction from a third party, or (iv) was independently developed by the Receiving Party without knowledge or use of the Confidential Information.
- (b) **Confidentiality Responsibilities.** The Receiving Party will: (i) use the same degree of care that it uses to protect its own confidential information of like kind (but not less than reasonable care); (ii) not use any of the Disclosing Party’s Confidential Information for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to the Disclosing Party’s Confidential Information to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Customer Order Form to any third party other than its Affiliates, legal counsel, accountants, or any other person or entity that has, in Receiving Party’s discretion, a reasonable need to know such information (“**Representatives**”) without the Disclosing Party’s prior written consent, provided that a party that makes any such disclosure to its Representatives will remain responsible for such Representatives’ compliance with this Section 7.
- (c) **Compelled Disclosure.** The Receiving Party may disclose Disclosing Party’s Confidential Information to the extent required by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s expense, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party and the Disclosing Party does not contest the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS

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



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

- (b) **VelocityEHS Warranties.** VelocityEHS warrants that (i) the Software will perform materially in accordance with the applicable Documentation, (ii) the Software and Content will not, to VelocityEHS's knowledge, contain Malicious Code, and (iii) the Professional Services will be performed in a workmanlike manner by qualified personnel. For any breach of an above warranty, Customer's exclusive remedy is to terminate the applicable Subscription and receive a pro-rata refund of any Fees paid for the then-current term of such Customer Order Form.
- (c) **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, (I) VELOCITYEHS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT; AND (II) THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. VELOCITYEHS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. VELOCITYEHS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY SOFTWARE, CONTENT, DOCUMENTATION, OR OTHER MATERIALS PROVIDED BY VELOCITYEHS, ITS AFFILIATES, OR THEIR RESPECTIVE CONTRACTORS OR AGENTS ARE OR WILL NECESSARILY BE COMPLETELY ACCURATE, CURRENT, COMPLETE, CONTINUOUSLY AVAILABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH CUSTOMER MAY CHOOSE TO PUT THEM. VELOCITYEHS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES, OR THAT THE OPERATION AND USE OF THE SERVICES, WILL MEET CUSTOMER'S REQUIREMENTS; THAT USE OF THE SOFTWARE WILL BE ENTIRELY WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE; OR THAT ALL DEFECTS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MIGHT NOT APPLY TO CUSTOMER.

9. INDEMNIFICATION

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



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

- (b) **Indemnification by Customer.** Except as prohibited by law, Customer will indemnify, hold harmless, and, at VelocityEHS's option, defend VelocityEHS from and against any Losses resulting from any third-party Claim alleging or based on: (i) infringement or misappropriation of any third-party intellectual property right arising out of or resulting from the Data or any other materials provided by Customer (or Customer's use of such Data or other materials in connection with the Services); (ii) Customer's use of the Services in an unlawful manner or in violation of this Agreement and/or the Documentation; (iii) Customer's use of the Services in combination with data, software, hardware, equipment or technology not provided by VelocityEHS or authorized by VelocityEHS in writing; or (iv) modifications to the Software not made by VelocityEHS. **Notwithstanding the foregoing, Customer's liability resulting from its obligation to indemnify shall not exceed the greater of \$200,000 per person or \$200,000 per incident or occurrence as set forth in Section 768.28, Florida Statutes.**
- (c) **Cooperation.** In the event of any occurrence which may constitute grounds for indemnification under this Section 9, the party seeking indemnification agrees: (i) to notify the other party promptly of any occurrence with respect to which indemnification is sought, provided that any delay shall only relieve the indemnifying party of its obligations hereunder to the extent that the defense of such claim is prejudiced by such delay; (ii) to cooperate with the indemnifying party in the defense of any Claim with respect to which indemnification is sought; (iii) to tender to the indemnifying party the right to assume and control the defense of any Claim with respect to which indemnification is being sought, provided that the indemnifying party may not settle a Claim unless it unconditionally releases the indemnified parties of all liability; and (iv) not to cause or contribute to any occurrence, nor to take any action, or fail to take any action, which causes, contributes to, or increases the indemnifying party's liability hereunder.

10. LIMITATION OF LIABILITY

- (a) **Limitation of Liability.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTION 5.
- (b) **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW



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

- (c) **Exceptions to Limitations.** THE EXCLUSIONS AND LIMITATIONS IN SECTIONS 10(A) AND 10(B) WILL NOT APPLY TO: (I) EITHER PARTY'S BREACH OF CONFIDENTIALITY, (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS, (III) CUSTOMER'S VIOLATION OF SECTION 2 (USE OF THE SOFTWARE), OR (IV) CUSTOMER'S INFRINGEMENT OF VELOCITYEHS'S INTELLECTUAL PROPERTY.
- (d) **Disclaimer.** THE FOREGOING TERMS WITH RESPECT TO WARRANTIES, LIMITED REMEDIES, WARRANTY DISCLAIMER, AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VELOCITYEHS AND CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT VELOCITYEHS WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS.

11. TERM AND TERMINATION

- (a) **Term of Agreement.** This Agreement commences on the date Customer executes the first Customer Order Form and continues until either terminated in accordance with Section 11(c) or twelve months after all Services ordered hereunder have been provided, have expired, or have been terminated.
- (b) **Term of Purchased Subscriptions.** The applicable Customer Order Form will specify the term of each Subscription. ~~Upon expiration of the then-current term, a Subscription will automatically renew for an additional one-year term unless either party has given the other party written notice of non-renewal at least 60 days prior to expiration.~~ The fees applicable to any such renewal shall be as specified in the Customer Order Form unless VelocityEHS provides Customer notice of different pricing at least 75 days prior to expiration of the then-current term. Any renewal in which the quantities, coverage, or volumes that were previously used to determine pricing have decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.
- (c) **Termination.** A party may terminate this Agreement for cause (i) immediately upon notice in the event of the other party's material breach of this Agreement that remains uncured for 30 days following notice from the non-breaching party, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Notwithstanding anything to the contrary in this Agreement, VelocityEHS may terminate this Agreement immediately with no opportunity for Customer to cure if Customer is in breach of Section 2(d) or Customer violates VelocityEHS's intellectual property rights in the Services. Upon termination or expiration of this Agreement for any reason, all rights and licenses granted to Customer to access and use the Services will automatically terminate and be revoked, and each party will promptly return or destroy, subject to the requirements of Section 11(e), all Confidential Information provided to it by the other party.
- (d) **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with Section 11(c) (Termination), VelocityEHS will refund Customer a pro-rata portion of any prepaid Fees covering the remainder of the term of all Customer Order Forms after the effective date of termination. If VelocityEHS terminates this Agreement in accordance with Section 11(c), VelocityEHS will invoice Customer for all unpaid Fees covering the remainder of the then-current terms of all Customer Order Forms. In no event will termination relieve Customer of its obligation to pay any Fees for the period prior to the effective date of termination.



- (e) **Data Portability and Deletion.** If Customer has an account in good standing, and Customer makes a request prior to the effective date of termination or expiration of this Agreement, VelocityEHS will make the Data available to Customer for export or download as provided in the [VelocityEHS Data Return Policy](#). VelocityEHS will keep all Data available for export for 30 days after the termination date. After such 30-day period, VelocityEHS will have no obligation to maintain or provide any Data, except as required by applicable law.
- (f) **Surviving Provisions.** The termination of this Agreement will not relieve either party of any obligation or liability accrued prior to such termination and will not in any way affect the parties' obligations under Sections 2(c) (Removal of Content), 5 (Fees and Payment), 6 (Proprietary Rights and Licenses), 7 (Confidentiality), 8(c) (Disclaimer of Warranties), 9 (Indemnification), 10 (Limitation of Liability), 11(d) (Refund or Payment Upon Termination), 11(e) (Data Portability and Deletion), 11(f) (Surviving Provisions), 12 (General Provisions), or any other obligations which are expressly stated herein to be continuing or are by their nature continuing.

12. GENERAL PROVISIONS

- (a) **Notices.** All notices and communications under this Agreement will be in writing and will be delivered in person, mailed (postage prepaid), or delivered by overnight express carrier, to the address of the parties listed on the applicable Customer Order Form. All notices sent as provided in this Section will be deemed received if personally delivered or faxed with confirmation of receipt, then on the date of receipt; or if sent by overnight express carrier, on the next business day immediately following the day sent; or if by mail, four days after depositing in the U.S. Mail. In addition to and notwithstanding the foregoing, VelocityEHS may also provide such notice and communications to Customer under this Agreement using the electronic e-mail addresses of the Customer contact listed on a Customer Order Form.
- (b) **Agreement to Governing Law and Jurisdiction.** This Agreement will be governed in all respects by the laws of the State of **Florida**, USA, without regard to conflicts of laws rules. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Each party consents to the jurisdiction of the relevant court of **Florida**, USA, for any legal action, suit, or proceeding arising under or relating to this Agreement and agrees that any such action, suit, or proceeding may be brought only in such courts. Each party further waives any objection to the laying of venue for any such suit, action, or proceeding in such courts or for the purpose of enforcing any such decisions or rulings.
- (c) **Attorneys' Fees.** In any arbitration, suit, action, or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and documented expenses of attorneys, accountants, and other professionals incurred in connection therewith.
- (d) **Export Compliance.** Each of Customer and VelocityEHS will at all times strictly comply with all applicable laws, rules, regulations, and governmental orders, now or hereafter in effect, relating to its performance of this Agreement. Each of Customer and VelocityEHS further agree to make, obtain, and maintain in force at all times during the term of this Agreement, all filings, registrations, reports, licenses, permits and authorizations required under applicable law, regulation or order in order for each party to perform its obligations under this Agreement. The Services, Content, other technology VelocityEHS makes available, and any derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer



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

- (e) **Anti-Corruption.** Each of Customer and VelocityEHS will comply fully with all applicable anti-corruption laws and regulations, including, for example, the United States Foreign Corrupt Practices Act, and any similar laws of any country in which each party operates.
- (f) **Entire Agreement.** This Agreement and any Customer Order Forms constitutes the entire agreement between VelocityEHS and Customer regarding Customer's use of the Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. Notwithstanding the foregoing, VelocityEHS may modify this Agreement at its discretion to address technological, operational, or regulatory changes affecting delivery of the Services; provided, that VelocityEHS must give Customer no less than 30 days' prior written notice of such modification. If Customer does not agree to such modified terms, Customer should discontinue its use of the Services. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Customer Order Forms) is for convenience only. Any conflict between this Agreement and any such document will be resolved in favor of this Agreement. In the event of any conflict between the applicable Customer Order Form and this Agreement, the applicable Customer Order Form will control.
- (g) **Assignment; Change in Control.** Customer may not assign any of its rights or obligations hereunder without VelocityEHS's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety (together with all then-existing Customer Order Forms), without the other party's consent in connection with a merger, acquisition, or sale of all or substantially all of its assets. If Customer is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of a direct competitor of VelocityEHS, then VelocityEHS may terminate this Agreement immediately upon written notice without any further liability. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.
- (h) **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- (i) **No Third-Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the parties hereto. There are no third-party beneficiaries to this Agreement.
- (j) **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. The waiver of any default by either party will not be deemed a continuing waiver and will apply solely to the instance to which such waiver is directed.
- (k) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to applicable law, the parties agree that the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected.
- (l) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached this Agreement, for any delay or failure to perform its obligations under this Agreement resulting from acts or causes beyond its reasonable control, including without limitation, acts of



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

- (m) **Marketing.** Customer hereby authorizes VelocityEHS to disclose that Customer is a customer of VelocityEHS and authorizes VelocityEHS to use Customer’s trademarks (including logos) in connection with such disclosures. VelocityEHS acknowledges and agrees that all proprietary, intellectual property, and any other rights in and to Customer’s name, logo, service marks, and/or trademarks are Customer’s sole and exclusive property.
- (n) **Federal Government End User Provisions.** In the event that the Software may be delivered to a federal government end user or for ultimate federal government use: VelocityEHS provides the Software solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with VelocityEHS to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.
- (o) **Counterparts.** If this Agreement is attached to a Customer Order Form that is being executed manually by the parties with handwritten signatures, then this Agreement may be executed in one or more counterparts, all of which together will constitute one original document. Counterparts may be delivered via facsimile or electronic mail (including pdf or an electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. If this document is a standalone electronic document having been referenced by URL, Customer acknowledges and agrees that it has read this document and agrees to its terms and conditions.

13. DEFINITIONS

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

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



- (e) **“Customer”** means, in the case of an individual entering into this Agreement on his or her own behalf, such individual, or in the case of an individual entering into this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is entering into this Agreement and each of its Users.
- (f) **“Customer Order Form”** means Customer’s order for Services through an ordering document specifying the Subscription(s) and/or Professional Service(s) to be provided under this Agreement that is entered into between Customer, on the one hand, and VelocityEHS or any of its Affiliates, on the other hand, including any exhibits, schedules, addenda, and supplements thereto.
- (g) **“Data”** means any information, data, and/or files that Customer transmits, uploads, creates, or stores to or on the Software in connection with Customer’s use of the Software, including Personal Data.
- (h) **“Documentation”** means VelocityEHS’s online user guides, documentation, and help and training Materials that VelocityEHS provides or makes available to Customer, ~~as updated by VelocityEHS from time to time.~~
- (i) **“Malicious Code”** means code, files, scripts, agents, or programs intended to do harm, including, for example, computer viruses, worms, Trojan horses, logic bombs, spyware, adware, and backdoor programs.
- (j) **“Materials”** means web pages, data, messages, text, images, photographs, graphics, audio, video, podcasts, webcasts, documents, press releases, white papers, product data sheets, and all copyrightable works created by or delivered by VelocityEHS or its Affiliates in connection with this Agreement.
- (k) **“Personal Data”** means all personally identifiable information, including name, address, telephone number, e-mail address, account or policy information, about an identified or identifiable natural person.
- (l) **“Professional Services”** means any implementation, configuration, training, consulting, or other services ordered by Customer to be provided by VelocityEHS or its Affiliates under this Agreement.
- (m) **“Services”** means any Subscription(s) and/or Professional Services ordered by Customer and provided by VelocityEHS or its Affiliates under this Agreement.
- (n) **“Software”** means the software specified in the Customer Order Form that is made available to Customer by VelocityEHS during the applicable Subscription period, including the information and Content contained therein.
- (o) **“Subscription”** means Customer’s right to access VelocityEHS’s and its Affiliates’ online-hosted Software applications and certain related Software applications designed for installation on Customer’s and its Users’ computers and mobile devices and the information and Content contained therein, ordered by Customer and for a term specified in a Customer Order Form.
- (p) **“Third-Party Content”** means third-party information obtained by VelocityEHS and made available to Customer through the Services.
- (q) **“Users”** means individuals appointed by Customer to access and use the Software, which may include Customer’s officers, employees, consultants, and agents performing services for Customer or on Customer’s behalf.



Supplemental Terms for GM, HQ, & HQ RegXR Subscriptions

These Supplemental Terms are legally binding terms governing Customer's use of a GM, HQ, or HQ RegXR Subscription.

These Supplemental Terms are entered into by and between VelocityEHS Holdings, Inc. ("**VelocityEHS**") and Customer under the Customer Order Form and the VelocityEHS Master Subscription & Services Agreement ("**Agreement**"). Capitalized terms not defined in this Amendment will have the meanings assigned to them in the Customer Order Form or Agreement (as defined below).

These Supplemental Terms were last updated on July 31, 2019. They are effective between VelocityEHS and Customer as of the date Customer enters into the Agreement.

1. SERVICES

- (a) **Customer-Hosted Services.** GM, HQ, and HQ RegXR Subscriptions feature the ability for the Customer to download and install an MSDSonline Desktop Application. Customer has the sole responsibility for meeting the requirements and standards specified in the Documentation for this feature. Unless specified otherwise in a Customer Order Form, Customer may only install the application on an individual's computer for the purposes of: i) creating a reasonable number of SDS/MSDS library copies for backup or archival purposes, ii) using the batch print functionality to share SDS in print format with those authorized under the Agreement and iii) using the backup functionality to create electronic media (CD, DVD, USB, etc. - note not included in the basic GM Subscription) to share SDS with those authorized under the Agreement.
- (b) **SDS/MSDS Deployment (HQ & HQ RegXR Only).** Customer will be delivered a unique URL used to share or deploy their SDS/MSDS with those authorized under the Agreement. This URL can be shared within the Customer's network (via an Intranet location, desktop icons, bookmarks, etc.), or in some instances across the Internet if access is limited to those covered under the Agreement. Providing access across the Internet may impose certain restrictions such as; requiring a sign-in process to occur before users can access the URL, or restricting URL access to specific IP addresses, or limiting access to just the SDS/MSDS in the Customer's library ("**eBinder**") and not permitting access to the entire MSDSonline SDS/MSDS library.
- (c) **Customer Materials.** Customer may upload to or distribute in its use of the Services i) SDS/MSDS content that is not subject to any copyright or other proprietary rights protection, ii) SDS/MSDS content in which VelocityEHS has given express authorization for distribution on the World Wide Web, and/or iii) SDS/MSDS content that Customer specifically earmarks for "private use" during the SDS/MSDS upload process or in certain Professional Services engagements. Customer may not use the batch upload process to upload "private use" documents. The unauthorized submission or distribution of copyrighted or other proprietary content is illegal and could subject the Customer to criminal prosecution as well as liability for damages in a civil suit. Customer shall at its sole expense, defend, indemnify and hold harmless VelocityEHS and its employees with respect to any claim and all costs, expenses (including reasonable attorney's fees), fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) from any infringement of copyrights or proprietary rights, or from any other harm arising from such Customer upload of content. In compliance with the Digital Millennium Copyright Act, Customer and other persons can report infringement claims to CustomerHelp@MSDSonline.com. Customer hereby grants VelocityEHS a royalty-free, perpetual, irrevocable, non-exclusive, worldwide right and license to use, reproduce, modify, adapt, publish, translate, and distribute, in any form,



media, or technology now known or hereafter developed, all SDS/MSDS content that Customer posts to the MSDSonline database for public use (or otherwise acquired by VelocityEHS for or on behalf of Customer) hereunder and to incorporate such SDS/MSDS content in other works, in any form, media, or technology now known or hereafter developed. When making use of such information and materials, VelocityEHS shall use commercially reasonable efforts to prevent disclosure of Customer's identity as the party from or for whom VelocityEHS obtained such SDS/MSDS content or materials, except that VelocityEHS will not disclose or make such SDS/MSDS content available to other VelocityEHS customers if Customer specifically earmarks the SDS/MSDS content for private use or requests in writing when such materials and information are provided to, or otherwise obtained by, VelocityEHS.

2. COMPLIANCE WITH APPLICABLE LAW

Customer is solely responsible for compliance with all federal, state, and local laws, regulations, rules, ordinances, and policies regarding Customer's use of the Services, including possession and maintenance of any SDS/MSDS (including, but not limited to, federal environmental and OSHA requirements, and, to the extent applicable, the specific requirement that access to certain MSDSs be maintained at Customer's premises).

3. DISCLAIMER

IN NO EVENT SHALL VELOCITYEHS OR ITS AFFILIATES BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS, DAMAGE, OR EXPENSE RELATING TO THE APPROPRIATENESS, SELECTION, CONTENT, MAINTENANCE, RETENTION, AVAILABILITY, USE, OR NON-USE OF MSDS DOCUMENTS OR REPORTS, ADVICE, AND RECOMMENDATIONS PROVIDED IN CONNECTION THEREWITH IN ANY FORM. CUSTOMER IS SOLELY RESPONSIBLE FOR CONFIRMING THAT ANY MSDS THAT IT PROVIDES TO VELOCITYEHS OR ITS AFFILIATES, OR THAT IT APPROVES, ACCEPTS, SELECTS, USES, OR OTHERWISE OBTAINS FROM OR THROUGH VELOCITYEHS OR ITS AFFILIATES, THE SERVICES, OR THE COMPLIANCE SERVICES, IN CONNECTION WITH THIS AGREEMENT, IS APPLICABLE TO AND APPROPRIATE FOR THE SERVICE OR PURPOSE FOR WHICH CUSTOMER MAY NEED AN MSDS. CUSTOMER ACKNOWLEDGES THAT VELOCITYEHS AND ITS AFFILIATES DO NOT AUTHOR, EDIT, OR CHANGE ANY INFORMATION CONTAINED IN ANY MSDS AND THAT VELOCITYEHS AND ITS AFFILIATES ASSUME NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE ACCURACY, USEFULNESS, COMPLETENESS, OR CURRENCY OF ANY SUCH INFORMATION. VELOCITYEHS AND ITS AFFILIATES SHALL BE ENTITLED, AT ALL TIMES AND WITHOUT INCURRING LIABILITY: (I) TO RELY ON INFORMATION PROVIDED BY CUSTOMER, ON WRITTEN AND ORAL COMMUNICATIONS WITH CUSTOMER'S PERSONNEL, AND ON INFORMATION AND MATERIALS APPROVED OR ACCEPTED BY CUSTOMER, WITH RESPECT TO SPECIFIC SERVICE FOR WHICH AN MSDS IS SOUGHT OR REQUESTED; AND (II) TO MAKE REASONABLE ASSUMPTIONS AND SUBSTITUTIONS IF INFORMATION PROVIDED BY CUSTOMER IS INCOMPLETE, INACCURATE, OR NON-SPECIFIC OR IF AN MSDS FOR A PARTICULAR SUPPLIER'S PRODUCT, PRODUCT ID, OR SKU NUMBER IS NOT AVAILABLE THROUGH THE EXERCISE OF COMMERCIALY REASONABLE EFFORTS.

4. ADDITIONAL LIMITATION OF LIABILITY

NEITHER VELOCITYEHS NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF ANY OF THE FOREGOING (COLLECTIVELY, THE "**VELOCITYEHS ASSOCIATES**"), SHALL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS, COST, DAMAGE, OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR



OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (I) CUSTOMER'S USE OR NON-USE, OR CUSTOMER'S RELIANCE ON OR FAILURE TO RELY ON, THE SERVICE, OR ANY OTHER MATERIALS (INCLUDING, BUT NOT LIMITED TO, ANY SDS/MSDS DOCUMENTS AND ANY REPORTS, ADVICE, AND RECOMMENDATIONS, IN ANY FORM) PROVIDED OR MADE AVAILABLE BY VELOCITYEHS OR ITS AFFILIATES OR CONTRACTORS IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, THE "**VELOCITYEHS MATERIALS**"); OR (II) ANY DECISIONS MADE OR NOT MADE, OR ACTIONS TAKEN OR NOT TAKEN, BY CUSTOMER OR ANY THIRD PARTY WITH REGARD TO, IN RELIANCE ON, OR AS A RESULT OF, USE OF ANY VELOCITYEHS MATERIALS.



VelocityEHS Data Return Policy

7/17/19

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 1E901A48370D4F9284185AFA947FD7D7	Status: Completed
Subject: SIGNATURE - 2024 Subscription - Velocity EHS (RSK/180097)	
Source Envelope:	
Document Pages: 20	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104

Record Tracking

Status: Original	Holder: Patricia Lewis	Location: DocuSign
10/7/2024 1:37:00 PM	plewis@ocalafl.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 B07DCFC4E86E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

Sent: 10/7/2024 1:49:26 PM
 Viewed: 10/8/2024 9:21:09 AM
 Signed: 10/9/2024 10:09:28 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Christopher Watt
 cwatt@ocalafl.org
 Chief of Staff
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 8C80B9F07388433...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 10/9/2024 10:09:29 AM
 Viewed: 10/9/2024 10:37:45 AM
 Signed: 10/9/2024 10:38:07 AM

Electronic Record and Signature Disclosure:

Accepted: 10/9/2024 10:37:45 AM
 ID: 0c41e34d-a1bc-418a-ba52-0d013fb37596

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/7/2024 1:49:26 PM
Certified Delivered	Security Checked	10/9/2024 10:37:45 AM
Signing Complete	Security Checked	10/9/2024 10:38:07 AM
Completed	Security Checked	10/9/2024 10:38:07 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.