

1. ACCEPTANCE OF TERMS

These Terms of Use (these "Terms") sets forth the terms and conditions that apply to your use of EHSTRACKS.COM AND EHSTRACKS.APP, a product invented, developed, and owned by Environmental 360, Inc. ("Environmental 360" or "we" or "our" or "us"), anytime you interact with EHSTRACKS.COM, such as when you visit our website, when you purchase or use EHSTRACKS products and services, or when you call our sales or support associates. By visiting or using the Website or other Services, you agree that you have read, understand and agree to be legally bound by these Terms and any documents incorporated by reference herein. In addition to these Terms, users of Environmental 360's EHTracks Software-as-a-Service Agreement ("SaaS ") Terms and Conditions Agreement, which is available at www.ehstracks.com and incorporated herein by reference, and users of other EHSTRACKS software products are subject to the provisions of the EHSTRACKS Terms of Use (Terms of Use) , which is available at www.ehstracks.com.

If you do not agree to these Terms, do not use the Website or other Services. Be advised that these Terms contain disclaimers of warranties and limitations on liability that may be applicable to you.

ANY DISPUTE BETWEEN YOU AND EHSTRACKS MUST BE RESOLVED BY MEDIATION OR BINDING ARBITRATION AS DESCRIBED BELOW. PLEASE READ THE MEDIATION AND ARBITRATION PROVISIONS IN THESE TERMS AS IT AFFECTS YOUR RIGHTS UNDER THESE TERMS.

NOTHING IN THESE TERMS IS INTENDED TO AFFECT YOUR RIGHTS UNDER THE LAW IN YOUR USUAL PLACE OF RESIDENCE. IF THERE IS A CONFLICT BETWEEN THOSE RIGHTS AND THESE TERMS, YOUR RIGHTS UNDER APPLICABLE LOCAL LAW WILL PREVAIL.

2. MODIFICATIONS

EHSTRACKS reserves the right, in its sole discretion and subject to Section 23(j) below, to change these Terms and any other documents incorporated by reference herein from time to time on a prospective basis, and to modify, add or discontinue any aspect, content or feature of the Website or other Services. You agree that we may notify you of such changes by posting them on the Website and that your use of the Website or other Services following the posting of any changes to these Terms constitutes your acceptance of such changes. Therefore, you should review these Terms before using the Website or other Services and be sure to return to this page periodically to ensure familiarity with the most current version of these Terms. To the extent that an arbitrator or court of applicable jurisdiction determines that applying any changes to these Terms would render this an illusory or unenforceable contract, such changes shall be applicable on a prospective basis only, with respect to events or circumstances occurring after the date of such changes, to the extent necessary to avoid these Terms being deemed illusory or unenforceable.

3. USE OF THE WEBSITE AND OTHER SERVICES

EHSTRACKS hereby grants you a non-exclusive, revocable license to use the Website and other Services for your personal use only and not for any for-profit or commercial activities or purposes or for resale, except as expressly permitted by these Terms or any

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document incorporated by reference herein, including, but not limited to, the SaaS Agreement and TERMS OF USE, if applicable. The Website and other Services contain material that is derived in whole or in part from material supplied and owned by EHSTRACKS and other sources. Such material is protected by copyright, trademark and other applicable laws. Without our prior written consent, you agree that you will not use the Website or other Services, or reproduce, display, publish, download, post, digitize, translate, modify, transmit, distribute, commercially exploit or otherwise use any material in the Website or other Services, for any purpose, except as expressly permitted herein. You also agree that you will not link to any page on the Website other than the home page (for example, "deep linking"), without our prior written consent.

EHSTRACKS permits you to view and print a reasonable number of copies of web pages or other content located on the Website for your own personal use, but not for any for-profit or commercial purposes or for resale; provided, however, that (a) you retain all trademark, copyright and other proprietary notices contained in the original materials, (b) you provide attribution to EHSTRACKS, (c) the material is printed in its entirety without modification, reformatting or adaptation of any kind, and (d) any copies are subject to these Terms and remain the property of EHSTRACKS. You understand and agree that you may not authorize any materials to be reproduced, modified, displayed, published, transferred, distributed or otherwise used by any third party for any purpose, and you agree that you will take all reasonable steps to prevent any unauthorized reproduction or other use of such materials. You agree to advise EHSTRACKS promptly of any such unauthorized use of which you are aware. Failure to abide by these conditions will immediately terminate this permission and may result in the infringement of the copyright, trademark and/or other proprietary rights of EHSTRACKS or others. Some features on the Website and/or other Services may be subject to additional fees and charges at EHSTRACKS's sole discretion.

If you access the Website or other Services through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Your network or roaming provider may prohibit or restrict the installation and/or use of all or a portion of the Website or other Services, and the Website or other Services may not work with your network provider and/or device.

4. REGISTRATION AND ACCOUNTS

You do not have to register with EHSTRACKS to simply visit and view the Website, but in order to access and use certain features of the Website, such as the Services available at ehstracks.app you may be required to create a password-protected account. Please note that, even if you do not create an Account, you are still subject to all of these Terms.

In order to use the Website or other Services, or create an account, you must be at least 18 years of age and be able to form legally binding contracts under applicable law. If you use the Website or other Services or create an account on behalf of a business, you represent and warrant that you have the authority to bind that business and your acceptance of this Agreement will be deemed an acceptance by that business and "you" and "your" herein shall refer to that business.

By creating an account with EHSTRACKS, you agree to (a) provide accurate, current and complete information about yourself as prompted (including, but not limited to, your name and email address), and (b) maintain and update your information to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, EHSTRACKS reserves the right to terminate your

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account and your use of the Website and/or other Services. In case of such termination, EHSTRACKS will not provide a refund of any payment of fees and charges.

You are solely responsible for maintaining the confidentiality of your username, password and account, and you are solely responsible for all use of your username, password or account, whether authorized by you or not. You agree to (a) immediately notify EHSTRACKS of any unauthorized use of your username, password or account or any other breach of security and (b) ensure that you exit from your account each time you use the Website or other Services. Access and use of password-protected and/or secure areas of the Website or other Services is restricted to users who have been given a valid account by EHSTRACKS.

5. PRIVACY POLICY

EHSTRACKS has established a Privacy Policy that explains and governs how your information is collected, used and shared (the "Privacy Policy"). Your use of the Website or other Services and any information provided by you or gathered by EHSTRACKS during any visit to or use of the Website or other Services is governed by the Privacy Policy, which is incorporated herein by this reference. You agree to EHSTRACKS's collection, use and sharing of your information as set forth in the Privacy Policy. You can view EHSTRACKS's Privacy Policy at www.ehstracks.com.

6. USER CONDUCT

It is a condition of your use of the Website or other Services that you do not:

- a. Take any actions that are contrary or harmful to EHSTRACKS's (or its affiliates', agents' or partners') public image, goodwill, reputation, interests or property;
- b. Harvest or collect information about other users or third parties via the Website or other Services or use any such information for the purposes of transmitting or facilitating transmissions of unauthorized or unsolicited advertising, junk or bulk email, chain letters or other forms of unauthorized solicitation;
- c. Infringe on EHSTRACKS's or any third party's copyright, patent, trademark, trade secret, or other proprietary rights, or rights of publicity or privacy;
- d. Interfere with any other user from using the Website or other Services, including, without limitation, by means of "hacking" or defacing any portion of the Website or other Services;
- e. Attempt to gain unauthorized access to other computer systems or networks connected to the Website or other Services;
- f. Use the Website or other Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material, including that which is deemed threatening or obscene, or engage in any kind of illegal activity;
- g. Modify, adapt, sublicense, translate, sell, monetize, reverse engineer, decompile, or disassemble any portion of the Website or other Services;
- h. Sublicense, sell, rent, lease, transfer, assign or convey any rights under these Terms to any third party, or otherwise commercially exploit or profit

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from any content or materials on the Website or other Services, or any portion thereof, in any manner whatsoever, except as expressly permitted herein;

- i. "Frame" or "mirror" any part of the Website or other Services without our prior written authorization;
- j. Distribute any virus, worm, or other similar or deleterious files, scripts or programming routines;
- k. Interfere with or disrupt any services or equipment with the intent of causing an excessive or disproportionate load on the infrastructure of EHSTRACKS or its licensors or suppliers;
- l. Use any robot, spider, scraper, site search/retrieval application, or other manual or automatic device or process to retrieve, scrape, crawl, download, index or "data mine" the Website or other Services or in any way reproduce or circumvent the navigational structure or presentation of the Website or other Services or their contents, authentication and security measures; or
- m. Execute any form of network monitoring or run a network analyzer or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between the Website's servers or any data not intended for you.

Additionally, you agree that you will not use the Website or other Services to upload, post or otherwise distribute or facilitate distribution of any material that:

- n. Is libelous, defamatory, slanderous, threatening, harassing, invasive of privacy, abusive, tortious, hateful, discriminatory or illegal;
- o. Is sexually suggestive or contains explicit sexual content (including nudity);
- p. Does or may denigrate or offend any individual or group on the basis of age, gender, disability, ethnicity, sexual orientation, race or religion; or to incite or encourage anyone else to do so;
- q. Does or may threaten, abuse, harass or invade the privacy of any third party;
- r. Is fraudulent or infringes the rights of any third party, including, without limitation, patent, trademark, trade secret, copyright, right of publicity or other proprietary rights;
- s. Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- t. Contains a software virus or any other computer code that is designed or intended to disrupt, damage or limit the functioning of any software, hardware or telecommunications equipment, or to damage or obtain unauthorized access to any data or other information of any third party;
- u. Encourages conduct that would constitute a criminal offense or give rise to civil liability;
- v. Impersonates any person or entity, including any employee or representative of EHSTRACKS; or
- w. Violates any applicable law or these Terms.

Improper use of the Website or other Services may result in termination of your access to and use of the Website or other Services and/or civil or criminal liabilities.

7. PURCHASES OF EHSTRACKS SERVICES

If you purchase EHSTRACKS Services on or through the Website, you agree to pay EHSTRACKS at the time of your order. All fees are due immediately and are non-refundable, unless otherwise provided for in these Terms or the SaaS Agreement or TERMS OF USE applicable to such Services. EHSTRACKS expressly reserves the right to modify pricing for any Services offered on or through the Website by posting such modified pricing on the Website and/or through email notification, if applicable. You may make payments by credit card, check, certified funds or by any payment method and/or system as EHSTRACKS may allow ("Payment Method"). If for any reason EHSTRACKS is unable to charge your Payment Method for the full amount owed for the Services you purchased, or if EHSTRACKS is charged a fee and/or penalty for any fee it previously attempted to charge to your Payment Method, you agree to pay, in addition to any balance owed for the Services, the amount of such penalty and/or fee. If you pay by credit card and, if for any reason, EHSTRACKS is unable to charge your credit card for the full amount owed for the Services you purchased, or if EHSTRACKS is charged back for any fee it previously charged to your credit card, you agree that EHSTRACKS may pursue all available remedies in order to obtain payment of any balance owed to EHSTRACKS and that such remedies include, but are not limited to, immediate cancellation, without notice to you, of the Services ordered or renewed by you or on your behalf. You agree to pay EHSTRACKS, and EHSTRACKS may charge any fees incurred by EHSTRACKS in processing and/or collecting any balance, including, but not limited to, any costs related to customer service issues that cannot be handled over email and require personal service, fees incurred by third parties you have elected to use as Payment Methods, and costs and attorneys' fees related to collecting such balances. You agree that these charges may be billed to your Payment Method we have on file.

8. RETURNS

By registering for and/or purchasing any Services, you hereby agree that you shall not be entitled to any refunds or returns of any purchase. All sales are final.

9. USE OF PUBLIC FORUMS AND GRANT OF LIMITED LICENSE

If you post any content to the Website or other Services (such as on message boards, chat rooms, blogs and/or other public forms, to the extent they are made available to users), you hereby grant to EHSTRACKS and its affiliates and licensees a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, publicly display, publicly perform, modify, sublicense and distribute such content, and incorporate it in other works, in whole or in part, in any manner and any media now known or hereafter developed. You represent and warrant that you own such content or otherwise have sufficient rights in the content to grant to EHSTRACKS the foregoing license without infringing or violating the rights of any third party. You shall be solely responsible for any content you post to the Website or other Services and the consequences of posting or publishing your content on or through the Website or other Services.

10. SUGGESTIONS

If you send, transmit, or communicate any comments, questions, suggestions, information or materials to EHSTRACKS, whether by letter, email, telephone, online contact form or otherwise (collectively, the "Suggestions"), recommending changes or improvements to the Website and/or other Services, including, without limitation, new designs, features, functionality, products and/or services, all the Suggestions are, and will be treated as, non-confidential and non-proprietary. You hereby assign to EHSTRACKS all right, title and

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interest in and to: (a) the Suggestions, and EHSTRACKS is free to use any Suggestions, without any attribution or compensation to you or any third party, and (b) any ideas, know-how, concepts, techniques or other intellectual property and proprietary rights contained in the Suggestions, whether or not patentable or fixed in a tangible medium, for any purpose whatsoever, including but not limited to, duplicating, developing, manufacturing, having manufactured, licensing, marketing, distributing, preparing derivative works and selling, directly or indirectly, products and services using the Suggestions. You understand and agree that EHSTRACKS is not obligated to use any Suggestions, and you have no right to compel such use and no right to compensation for any such use.

11. EHSTRACKS INTELLECTUAL PROPERTY

EHSTRACKS (and its licensors, as applicable) owns all right, title and interest in and to the Website and other Services, and all materials contained in the Website or other Services, including, without limitation, all content, website design, logos, button icons, images, digital downloads, data compilations, text and graphics, are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. The Website and other Services may be used solely (a) to the extent permitted in these Terms or (b) as expressly authorized in writing by EHSTRACKS or, if so indicated in writing by EHSTRACKS, its licensors or suppliers. Any unauthorized use of such materials is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Website or other Services.

The trademarks, logos and service marks displayed on the Website, including, without limitation, EHSTRACKS and the suite of applications within the EHSTRACKS suite (collectively, the "Trademarks"), are the registered and unregistered trademarks of EHSTRACKS, EHSTRACKS's licensors and suppliers, and/or others. Nothing contained in these Terms or the Website or other Services should be construed as granting, by implication, estoppel or otherwise, any license, right to use or any other rights in the Trademarks without the express written permission of EHSTRACKS, its licensors or suppliers, or the third-party owner of the Trademarks, except as set forth in these Terms, the SaaS Agreement or the TERMS OF USE. You agree that the Trademarks are protected by U.S. and international copyright, patent and trademark laws, and various other intellectual property and unfair competition laws. You must abide by all copyright notices, information and restrictions contained in the Trademarks accessed on or through the Website or other Services. EHSTRACKS's Trademarks may not be used in connection with any product or service that is not provided or authorized by EHSTRACKS, in any manner that is likely to cause confusions among customers, or in any manner that disparages or discredits EHSTRACKS.

12. CLAIMS OF COPYRIGHT INFRINGEMENT

EHSTRACKS respects the intellectual property of others, and we ask our users to do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. EHSTRACKS, pursuant to the DMCA, reserves the right, but not the obligation, to terminate your license to use the Website or other Services if we determine in our sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. Therefore, in compliance with the DMCA, if you believe that any such third-party materials infringe your intellectual property rights, please send a notice to the agent identified below to request a review of

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the alleged infringement. Such notice must comply with the then-current statutory requirements imposed by the DMCA and the regulations promulgated thereunder; see ___ for details. Any notices not complying with these requirements will be returned unprocessed. Notices or counter-notices under the DMCA with respect to the Website or other Services should be sent to: EHSTRACKS Software, Inc., Attn: DMCA Complaints, c/o Encore Law Group PC, 1100 Wilshire Blvd., Suite 3305, Los Angeles, CA 90017. EHSTRACKS suggests that you consult your legal advisor before filing a notice or counter-notice. Also, please be aware that there can be penalties for false claims under the DMCA.

13. THIRD-PARTY LINKS

The Website may contain links to or contact information of other websites or resources, including, without limitation, e-commerce, blogging, social networking and similar websites (the "Third-Party Sites") for your convenience. EHSTRACKS has not reviewed, and does not control or operate, any Third-Party Sites or the content provided therein. Your use of any Third-Party Sites is subject to the privacy policies and terms of use established by the applicable operator of such Third-Party Sites, and EHSTRACKS disclaims all responsibility or liability for such use. The fact that EHSTRACKS offers links to any Third-Party Sites does not indicate any approval or endorsement by EHSTRACKS of such Third-Party Sites, any material contained therein or any goods and services offered on such Third-Party Sites, and EHSTRACKS disclaims any such approval or endorsement.

14. CHILDREN'S ONLINE PRIVACY PROTECTION ACT NOTIFICATION

The Website and other Services are not designed or intended for use by children under the age of 13. If you are under 18, you should use the Website and other Services only with involvement of a parent or guardian.

Pursuant to 47 U.S.C. Section 230(d) as amended, EHSTRACKS hereby notifies you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the Electronic Frontier Foundation website at www.eff.org. To view information on our policy regarding the privacy of children under the age of 13, please see our Privacy Policy www.EHSTracks.com/privacy-policy.

15. WARRANTY DISCLAIMERS

While EHSTRACKS uses reasonable efforts to include up-to-date information on the Website and other Services, EHSTRACKS makes not warranties or representations as to their accuracy, timeliness, reliability, completeness or otherwise.

YOU AGREE THAT YOUR USE OF THE WEBSITE AND OTHER SERVICES SHALL BE AT YOUR OWN RISK. EHSTRACKS PROVIDES THE WEBSITE AND OTHER SERVICES ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. TO THE FULL EXTENT PERMITTED BY LAW, EHSTRACKS AND ITS AFFILIATES, AGENTS, REPRESENTATIVES, SUPPLIERS, LICENSORS AND DISTRIBUTORS (COLLECTIVELY, THE "EHSTRACKS PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE EHSTRACKS PARTIES DO NOT WARRANT THAT THE WEBSITE OR OTHER SERVICES WILL (1) BE

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UNINTERRUPTED; (2) BE FREE FROM ERRORS, MISTAKES, INACCURACIES, VIRUSES OR OTHER HARMFUL COMPONENTS; (3) BE SAFE FROM ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL, FINANCIAL OR OTHER INFORMATION STORED THEREIN; OR (4) OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE.

16. EXCLUSION OF DAMAGES

IN NO EVENT SHALL ANY OF THE EHSTRACKS PARTIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS (COLLECTIVELY, "ASSOCIATES"), BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF OR RELATING TO ANY YOUR USE OR INABILITY TO USE THE WEBSITE OR OTHER SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY, AND EVEN IF ANY OF THE EHSTRACKS PARTIES OR THEIR RESPECTIVE ASSOCIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INACCURACIES OF DATA OR CONTENT, INTERRUPTION, DELETION, DEFECT, DELAY IN OR CESSATION OF OPERATION OR TRANSMISSION, COMPUTER VIRUS, BUG, TROJAN HOUR, MALWARE, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF EHSTRACKS'S SECURE SERVERS AND/OR ANY PERSONAL, FINANCIAL OR OTHER INFORMATION STORED THEREIN. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT EACH OF THE EHSTRACKS PARTIES AND THEIR RESPECTIVE ASSOCIATES SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE WEBSITE OR OTHER SERVICES. WITHOUT LIMITING THE FOREGOING, NONE OF THE EHSTRACKS PARTIES OR THEIR RESPECTIVE ASSOCIATES SHALL BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RELATING TO (1) YOUR FAILURE TO COMPLY WITH SECTION 4 (REGISTRATION AND ACCOUNTS) OR (2) ANY CONTENT POSTED TO THE WEBSITE OR OTHER SERVICES BY YOU OR ANY THIRD PARTY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

17. LIMITATION OF LIABILITY

IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON US, THEN IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE EHSTRACKS PARTIES AND THEIR RESPECTIVE ASSOCIATES TO YOU FOR ANY AND ALL LOSSES, DAMAGES OR INJURIES ARISING OUT OF OR RELATING TO THE WEBSITE OR OTHER SERVICES OR THESE TERMS EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00). REMEDIES UNDER THESE TERMS ARE EXCLUSIVE AND ARE LIMITED TO THOSE PROVIDED FOR HEREIN.

18. APPLICABILITY OF DISCLAIMERS, EXCLUSIONS AND LIMITS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS DO NOT APPLY TO YOU ONLY TO THE EXTENT SUCH EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY IS NOT ALLOWED IN THAT JURISDICTION.

19. THIRD-PARTY SITES

THE THIRD-PARTY SITES LINKED TO OR FROM THE WEBSITE OR OTHER SERVICES ARE NOT CONTROLLED BY EHSTRACKS. ACCORDINGLY, EHSTRACKS MAKES NO WARRANTIES OR CONDITIONS REGARDING SUCH THIRD-PARTY SITES AND WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY YOUR USE OF OR RELIANCE ON SUCH THIRD-PARTY SITES. YOUR USE OF THIRD-PARTY SITES IS AT YOUR OWN RISK. THE INCLUSION ON THE WEBSITE OR OTHER SERVICES OF A LINK TO A THIRD-PARTY SITE DOES NOT IMPLY AN ENDORSEMENT BY EHSTRACKS. WHEN YOU ACCESS ANY OF THESE THIRD-PARTY SITES, YOUR RIGHTS AND OBLIGATIONS WILL BE GOVERNED BY THE AGREEMENTS AND POLICIES RELATING TO THE USE OF THOSE THIRD-PARTY SITES.

20. INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE EHSTRACKS PARTIES AND THEIR RESPECTIVE ASSOCIATES (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COSTS) (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO (1) YOUR USE OF THE WEBSITE AND/OR OTHER SERVICES; (2) YOUR VIOLATION OF ANY PROVISION OF THESE TERMS, INCLUDING THE PRIVACY POLICY; (3) ANY VIOLATION OF ANY THIRD-PARTY RIGHT (INCLUDING, WITHOUT LIMITATION, ANY COPYRIGHT, PROPERTY, PROPRIETARY, INTELLECTUAL PROPERTY OR PRIVACY RIGHT) BY YOU OR ANY OTHER SUBSCRIBER OR USER OF YOUR ACCOUNT, IF APPLICABLE; OR (4) ANY CLAIM THAT ANY CONTENT YOU POST ON THE WEBSITE OR OTHER SERVICES CAUSED DAMAGE OR INJURY TO A USER OR THIRD PARTY. IF YOU ARE OBLIGATED TO INDEMNIFY ANY OF THE INDEMNIFIED PARTIES, EHSTRACKS MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, CONTROL THE DEFENSE AND DISPOSITION (INCLUDING ITS POSSIBLE SETTLEMENT) OF ANY CLAIMS AT YOUR SOLE COST AND EXPENSE. WITHOUT LIMITING THE FOREGOING, YOU WILL NOT SETTLE, COMPROMISE OR IN ANY OTHER MANNER DISPOSE OF ANY CLAIM WITHOUT THE WRITTEN CONSENT OF EHSTRACKS. YOUR OBLIGATIONS UNDER THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THESE TERMS AND YOUR USE OF THE WEBSITE OR OTHER SERVICES.

21. JURISDICTIONAL ISSUES

EHSTRACKS makes no representation that the Website or other Services operate (or are legally permitted to operate) in all geographic areas or that the Website or other Services are appropriate or available for use in all locations. Accessing the Website or other Services from territories where the Website or other Services, or any portion thereof, is illegal is expressly prohibited. If you choose to access the Website or other Services, you agree and acknowledge that you do so upon your own initiative and at your own risk and

that you are solely responsible for compliance with all applicable laws.

22. MEDIATION AND BINDING ARBITRATION OF ALL DISPUTES

EHSTRACKS will make every reasonable effort to informally resolve any complaint, dispute, claim or disagreements that you may have with us. If those efforts fail, you agree that any complaint, dispute, claim or disagreement you may have against EHSTRACKS, and any claim that EHSTRACKS may have against you, arising out of or relating to (a) these Terms, (b) your use of or interaction with the Website or other Services, (c) any purchases or other transactions or relationships with EHSTRACKS, or (d) any data or information you may have provided to EHSTRACKS or that EHSTRACKS may gather in connection with such use, interaction or transaction (collectively, "EHSTRACKS Transactions or Relationships") will be settled, first, by mediation to take place within thirty (30) days of the written notice of such dispute and, second, if the parties are unable to settle such dispute by mediation in such thirty (30)-day period, then by binding arbitration ("Arbitration") administered by JAMS or its successor ("JAMS") and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the "Applicable Rules"). The Applicable Rules can be found at www.jamsadr.com. If JAMS is no longer in existence, the Arbitration shall be administered by the American Arbitration Association or its successor (the "AAA") instead, and conducted in accordance with the AAA Commercial Arbitration Rules in effect at that time (which shall be the "Applicable Rules" in such circumstances). You further agree to the following:

- a. The Arbitration shall be conducted before a single arbitrator selected in accordance with the Applicable Rules or by mutual agreement between you and EHSTRACKS (the "Arbitrator").
- b. The Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of these Terms and/or these arbitration provisions in this Section 23, including but not limited to any claim that all or any part of these Terms is void or voidable.
- c. The Arbitration shall be conducted in the English language and held either: (i) in Rutherford County, TN, U.S.A.; or (ii) at such other location as may be mutually agreed upon by you and EHSTRACKS; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than \$10,000 in aggregate, by telephone or by written submission.
- d. The Arbitrator (i) shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with California or federal rules of procedure, as applicable; (ii) shall honor claims of privilege recognized at law; and (iii) shall have authority to award any form of legal or equitable relief.
- e. The Arbitration can resolve only your and/or EHSTRACKS's individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated.

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- f. The Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. In no event will the Arbitrator have the authority to award punitive damages or any other damages expressly limited by these Terms.
- g. Notwithstanding anything to the contrary contained in this Section 23, a party may seek equitable relief by court action before or after instituting arbitration, including, without limitation, seeking and obtaining temporary restraining orders, injunctions or other provisional, ancillary or equitable remedies, and the institution and maintenance of any such action shall not constitute a waiver of the right to arbitrate any controversy or claim.
- h. Notwithstanding the foregoing, you adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure with respect to any final Award in the Arbitration.
- i. YOU ACKNOWLEDGE AND AGREE THAT YOU AND EHSTRACKS ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPOSED CLASS ACTION OR REPRESENTATIVE PROCEEDING IN ANY FORUM.
- j. EHSTRACKS may modify these arbitration provisions, but such modifications shall only become effective thirty (30) days after EHSTRACKS has given notice of such modifications and only on a prospective basis for claims arising from EHSTRACKS Transactions and Relationships occurring after the effective date of such notification.

23. NOTICES

You agree that EHSTRACKS may provide you with notices, including those regarding changes to these Terms, by email, regular or expedited mail, text communication, Website postings or other means of communication.

24. TERMINATION

Subject to terms of the SaaS Agreement or TERMS OF USE that may be applicable to you, EHSTRACKS may, in its sole discretion, suspend or terminate your access to and use of the Website or other Services or your account and/or remove and discard anything transmitted by you, or information stored, sent or received via the Website or other Services, without prior notice and for any reason, including but not limited to, (a) permitting another person or entity to use your user identification to access the Website or other Services, (b) any unauthorized access or use of the Website or other Services, (c) any violation of these Terms, or (d) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Website or other Services. You may terminate your account for any reason by contacting your EHSTRACKS customer service representative.

EHSTRACKS shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of the Website or other Services or your account or access rights. Termination, suspension or cancellation of the Website or other Services or your account or access rights shall not affect any right or relief to which EHSTRACKS may be entitled, at law or in equity, and all rights granted to you by EHSTRACKS will

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automatically terminate and immediately revert to EHSTRACKS. In event of such termination or cancellation, you must destroy all copies of information that you have obtained from the Website or other Services, whether made under these Terms or otherwise. All disclaimers and limitations of liability, all EHSTRACKS rights of ownership and all of your obligations under these Terms will survive any termination. Nothing in these Terms will be construed to obligate EHSTRACKS to maintain and support the Website or other Services for any period of time.

Upon termination of the Website or other Services or your account, we retain the right to use any data collected from your use of the Website or other Services for internal analysis and archival purposes or for purposes specified in the Privacy Policy, and all related licenses you have granted EHSTRACKS hereunder shall remain in effect for the foregoing purpose. The following Sections shall survive termination or expiration of the Website or other Services or your Account or access rights, as well as any other provision of these Terms that by their nature should survive the termination of these Terms: 1, 2, 5 and 7 through 26, inclusive.

25. GENERAL

These Terms and the relationship between you and EHSTRACKS will be governed by and construed in accordance with the laws of the United States and the State of California, without regard to its conflict of law provisions. The Uniform Computer Information Transactions Act and the 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Subject to the arbitration provisions above, any action or proceeding arising from, relating to or in connection with these Terms will be brought exclusively in the federal or state courts located in Rutherford County, Tennessee, U.S.A., and you irrevocably consent to the personal jurisdiction of such courts and agree that it is a convenient forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum non conveniens or otherwise. No failure or delay by EHSTRACKS in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms. Unless otherwise expressly provided herein, the invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision, all of which will remain in full force and effect. You agree that regardless of any statute or law which establishes a different statute of limitations, to the maximum extent permitted under applicable law, any claim or cause of action (including any arbitration) arising out of, related to or connected with the use of the Website or other Services, or these Terms, our Privacy Policy or other EHSTRACKS Transactions or Relationships must be filed within one (1) year after such claim or cause of action arose or be forever barred. The paragraph or section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms, together with the Privacy Policy and any other legal notices or additional policies as may be published by EHSTRACKS on the Website or other Services, shall constitute the entire understanding between you and EHSTRACKS regarding its subject matter, and supersede all prior and contemporaneous agreements and understandings between you and EHSTRACKS regarding its subject matter, and may not be amended, altered or waived except in writing by the party to be charged. These Terms are binding upon and shall ensure to the benefit of parties and their respective successors, heirs, executor, administrators, personal representatives and permitted assigns. You shall not assign your rights or obligations hereunder without EHSTRACKS's prior written consent. Nothing in this Agreement waives or limits extra-contractual rights or remedies

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available to us to protect our rights or property, including, but not limited to, those available under U.S. copyright law, international treaties or copyright or intellectual property laws of the countries in which the Website or other Services are used.

26. CONTACT INFORMATION

All questions concerning these Terms may be directed to:

Environmental 360, Inc.
2150 N. Thompson Lane, STE B6

Murfreesboro, TN 37129
Attention: Legal Department

Last revised: March 20, 2022