Service Agreement

This Service Agreement (“Agreement”) is entered into between Safety Design, LLC (“Safety Design”), an Illinois Limited Liability Company with its principal office in Woodford County, Illinois, and Customer, a legal entity further defined within Customer’s Action Plan. Safety Design and Customer may each be referred to herein as “Party” or collectively as “Parties”.

By purchasing a Safety Design service via the execution of an Action Plan, the Parties agree to the following:

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1. Scope and Ordering

1.1 - Scope

Safety Design will provide Customer with an application solution to assist Customer with applicable health and safety requirement compliance, asset tracking, project management, and other organizational undertakings in a secure, reliable manner. This Agreement contains the terms and conditions of the services that Safety Design will provide and relationship of the Parties under this Agreement.

1.2 - Service

This Agreement applies to Customer’s use of Safety Design’s Software-as-a-Service based services provided to Customer. When applicable given the nature and design of any particular circumstance, this service includes reasonable support by Safety Design to ensure initial application configuration and company onboarding, routine check-ins and application maintenance, as well as any related work product documents, materials, or information which may be provided by Safety Design to Customer (collectively, the “Safety Design Service” or “Service”). The Safety Design Service is ordered by Customer under an Action Plan (“Action Plan”) issued by Safety Design, which further specifies the Service to be provided to Customer (“Order”). This Agreement represents the Parties'

entire understanding regarding the Safety Design Service and shall control over any different or additional terms contained in any Action Plan or other non-Safety Design ordering document, and no terms included in any such Action Plan or other non-Safety Design ordering document shall act to modify the terms contained in this Agreement. In the event of a conflict between the terms and conditions of this Agreement and any Action Plan, Order or non-Safety Design ordering document, the terms of this Agreement shall control, except as provided in Section 14.12.

1.3 - Ordering Services

The Parties may execute one or more Action Plans related to the purchase of the Safety Design Service by Customer. Each Action Plan will include an itemized list of deliverables related to the Safety Design Service, as well as the service duration ("Service Term") and Service Fee for the Safety Design Service. Each Order shall be governed by this Agreement regardless of any pre-printed legal terms which may appear on an Action Plan. By reference herein, the terms and conditions of this Agreement are incorporated in full into any Action Plan executed by the Parties.

1.4 - Service Length and Fees

The Safety Design Service is ordered by Customer for a specific Service Term. The Service Term represents the duration for which Safety Design will provide the Service as described in this Agreement. A 1 year Service Term will be set should the Action Plan fail to specify the Service Term. The Service Fee, as outlined in the Action Plan, must be paid in full upfront before the commencement of Safety Design Service. Follow-up Safety Design services, such as additional professional support and service, may be considered before or during a Service Period and included in a supplemental Action Plan, which will become part of the Order upon written agreement of both Safety Design and Customer.

2. Custom Work

2.1 - Definition

(a) Custom Revisions are Customer-requested modifications that Safety Design can accomplish through the in-app configurator. Examples include adjustments to application name, description, legal footers, OTP/2FA status, password requirements, color palettes, logos, page terminology, navigation structures, and the creation of additional page views.

(b) Custom Solutions are Customer-requested modifications requiring specialty code or other development resources outside the in-app configurator. Examples include low-level changes to application code to achieve new or novel functionality, integrations using Safety Design's API to send or retrieve information from external sources, and other requests requiring senior developer oversight.

2.2 - Acceptance of Requests

Safety Design will attempt to accept all reasonable Custom Work requests. Safety Design reserves the right to refuse any request that it determines: (i) violates the frequency limits described in Section 2.3; (ii) is unreasonably broad in scope; (iii) is ill-defined or requires additional clarification; (iv) would materially or negatively impact application functionality; (v) could reasonably be achieved through the purchase of an existing Safety Design product; or (vi) cannot be implemented within a reasonable timeframe due to limitations in resources, authorization, or expertise.

2.3 - Request Frequency

Customer may not submit a Custom Work request if: (i) a prior request is pending review by Safety Design; (ii) a prior request has been accepted and is still in development; or (iii) a prior request deliverable has been delivered to Customer within the preceding week. Safety Design will use reasonable efforts to respond to initial requests and follow-up communications within one (1) week of receipt, except where such request was submitted prior to the start of Customer's Service Period, in which case Safety Design will respond when reasonably able.

2.4 - Request Limits

There is no cap on the number of Custom Work requests that Customer may submit, provided such requests are made in accordance with the frequency limits in Section 2.3.

2.5 - Specificity Requirements

Customer is required to provide sufficient detail in describing requested Custom Work. Safety Design will attempt to provide a deliverable that adheres to the description provided and may request clarification on ambiguous or incomplete specifications. Safety Design shall not be liable for discrepancies between Customer expectations and the final deliverable where such discrepancies arise from undefined or vague specifications. Customer shall not be entitled to review or test deliverables prior to the agreed delivery date unless expressly authorized by Safety Design.

2.6 - Fees and Maintenance

All Custom Work is governed by its respective Action Plan, which will specify applicable Service Fees, delivery dates, and additional conditions that have otherwise not been addressed in this Service Agreement. Safety Design will undertake ongoing maintenance efforts to ensure continued operability of Custom Work. As a result, an additional maintenance fee may be applied to subsequent Service Terms, calculated based on the number and general complexity of Custom Work then in effect. Customer may elect to remove any Custom Work at any time in order to avoid future maintenance fees; however, no pro rata refunds of the Service Fee set forth in the applicable Action Plan will be issued.

3. Access to Safety Design Services

3.1 - Service

At the commencement of the Service Period, Safety Design will provide the application and relevant software services with the ability for individual logins. Safety Design will provide Customer with their own database and server, and Customer shall be solely responsible for internet access to the Service, as more fully provided in Section 4.4.

3.2 - Right to Use Safety Design Service

Safety Design grants Customer, subject to the terms and conditions of this Agreement, a non-assignable, non-transferable, non-exclusive right to permit Customer's Authorized Users to access and use the Safety Design Service solely for Customer's internal business purposes, subject to any specific usage restrictions set forth in the Action Plan. Customer shall be solely responsible to provide the Customer Data required to operate the Service. Safety Design shall have no responsibility or liability to provide Customer Data, as required to operate the Service.

3.3 - Right to Use Safety Design Service

Safety Design will provide application configuration, onboarding, and reasonable support to Customer upon or shortly before commencement of Service. Safety Design will also provide Customer with routine check-ins and application maintenance thereafter, as may be required in the sole discretion of Safety Design. Customer shall identify employees or representatives ("Account Managers") who shall be the designated point of contact with Safety Design for all communications between Customer and Safety Design pertaining to onboarding, support, and updates provided under the Agreement.

3.4 - Modifications

Safety Design reserves the right to update or modify any application, software and/ or features and functionality of the Service at any time during the Service Period.

3.5 - Login Management

Access to and use of Safety Design Service is restricted to the specified number of Authorized Users as provided in the Action Plan. Customer shall create a unique user ID and password ("User Login") for each Authorized User under an Order. The Service may only be used by such Authorized Users and may not be shared with anyone other than Authorized Users. Customers may not have more authorized users than outlined in the Action Plan; Section 4.3 outlines methods to address such cases in which this limit is exceeded. Customer shall maintain Customer's User Login as strictly confidential and not disclose them to any third party. Customer shall notify Safety Design immediately of any unauthorized use of

any User Login assigned to Customer, or any other actual or suspected breach of security related to the Service of which Customer becomes aware.

3.6 - Data Protection

Safety Design will use reasonable commercial efforts to backup Customer Data on a daily basis, as outlined in Section 11. Safety Design shall not provide, sell, or share Customer Data with any third party, except as may be authorized in writing by Customer. Safety Design will maintain industry standard administrative, physical, and technical safeguards designed for the protection of the security, confidentiality, and integrity of Customer Data, including measures designed to prevent unintentional access, use, modification, or disclosure of Customer Data by Safety Design personnel, except: (i) as required to provide the Safety Design Service and/or prevent or address service or technical problems, (ii) as may be compelled by law, or (iii) as Customer expressly permits in writing.

3.7 - Communication

Safety Design is committed to providing the best possible support to Customer throughout the Service Period. Except as otherwise required by this Agreement, all synchronous communication between Safety Design and Customer shall be conducted through Customer's designated Account Manager. The frequency, nature, and scope of such communication will be outlined in Customer's Action Plan. Safety Design may direct Customer to in-app support features, including the Help Center, for general inquiries and troubleshooting before engaging further.

Customer's Account Manager will commit to responding to service-related requests during normal business hours, with reasonable delay on weekends and major holidays. Urgent matters may be addressed outside these hours, but Account Manager availability is not guaranteed. Excessive, repetitive, or non-service-related inquiries may result in limited direct communication and redirection to in-app support resources. Customer acknowledges that unauthorized or inappropriate communication, including but not limited to general IT support requests, non-Safety Design software inquiries, and non-business-related matters, is not permitted and may be disregarded at Safety Design's discretion.

3.8 - Reservation of Rights

Subject to the limited rights expressly granted to Customer in this Agreement, Safety Design reserves all right, title and interest in the Safety Design Service, including all applications, software, custom work, and related intellectual property rights. Additionally, no implied licenses are granted to Customer, except as expressly provided in this Agreement. The Safety Design name, the Safety Design logo, and the product names associated with Safety Design Service are trademarks of Safety Design.

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4. Customer Responsibilities

4.1 - Use of Safety Design Service

Except as expressly permitted by the Agreement, Customer shall not: (a) reverse assemble, reverse engineer, decompile, or otherwise translate, copy, modify, prepare derivative works from, transmit, or distribute by any means any portion of the Safety Design Service; (b) distribute, rent, lease, sublicense, or transfer the Safety Design Service or the use thereof to any third party; (c) charge, or allow others to charge, any third party for use of the Safety Design Service; (d) use the Safety Design Service in the operation of a service bureau or time-sharing arrangement, or otherwise allow direct or indirect use of the Safety Design Service (including via the Internet) to generate revenue for Customer; (e) defeat or attempt to defeat any security mechanism of the Safety Design Service or knowingly permit any third party to do so; (f) use the Safety Design Service to store, send, or provide access to obscene or otherwise illegal materials or to store, send, or provide access to materials that would infringe upon any intellectual property rights or violate any privacy rights of any third party; (g) use the Safety Design Service in any other manner that does not comply with applicable laws, rules, and regulations; (h) use the Service to store or transmit malicious or disruptive code; (i) copy the Service or any part, feature, function, or user interface thereof or frame or mirror any part of the Service; or, (j) access or use, or allow a third party to access or use, the Service for benchmarking or similar competitive analysis purposes or in order to build a competitive product or service. Any prohibitions or limitations in the Agreement that apply to Customer

shall apply equally to Customer's Affiliates, employees, agents and/or representatives.

4.2 - Data Management Responsibilities

Customer shall be solely responsible for: (a) ensuring and preserving the truthfulness, accuracy, quality, legality, and secrecy of Customer Data, and (b) ensuring that Customer Data does not infringe or misappropriate any trade secret, or violate or contravene any applicable laws, rules, or regulations. Safety Design will not be responsible in any way for any intellectual property infringement or violation, or the violation of any other person's rights, or the violation of any laws, including but not limited to infringement or misappropriation of copyright, trademark, or other property right of any person or entity, arising or relating to the Customer Data.

4.3 - User Management

Customer shall ensure that: (i) the maximum number and type of Authorized Users that will be permitted to use the Safety Design Service and their mode of access shall comply with the applicable Order; (ii) the Authorized Users will use the Safety Design Service in accordance with the terms and conditions of this Agreement and the applicable Order. If either Party discovers that Customer has exceeded the applicable number and type of Authorized Users or Administrative Representative in the applicable Order, such party will immediately notify the other Party, and Customer will pay Safety Design its then-current fees for such overage up to that point. Thereafter, Safety Design may either (a) require Customer to either bring its usage within the limits of such restrictions or (b) increase Customer's permitted number of Authorized Users (subject to continued payment of such fees for such overage).

4.4 - System Requirements

A high-speed internet connection is required for proper transmission of the Service. Customer is responsible for procuring and maintaining the network connections that connects Customer's network to the Service including, but not limited to, browser software that supports protocols used by the Service, and to follow procedures for accessing services that support such protocols. Safety Design is not responsible for notifying Customer or any of its employees, agents,

or end-users, of any upgrades, fixes, or enhancements to any Service, or for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the internet). Safety Design assumes no responsibility for the reliability or performance of any connections required to access Safety Design Service by Customer.

4.5 - Notifications

Customer agrees to respect and adhere to end users' notification preferences as outlined by their company's communication policies—including but not limited to email, SMS and push notifications—and is responsible for ensuring that all notifications are delivered in accordance with those preferences. Within the application, each user may select which categories of notifications they wish to receive, but such settings are a supplemental feature only and do not waive or modify any Customer obligations set forth in this Section 4.5.

4.6 - Emails

Customer acknowledges that emails sent from within the application may not be used for mass marketing or promotional campaigns unless Safety Design has granted prior written permission. The application is not intended to replace Customer's existing email service or provider; Safety Design will not provision custom domains, mailboxes, or other email-account infrastructure, nor will it capture or manage any replies or ongoing exchanges. Service interruptions, delays, or failures may occur during the course of normal operation, for which Safety Design shall have no liability for any resulting loss or damage.

4.7 - Suspension of Access

Notwithstanding the provisions contained in Section 6.2, Safety Design may immediately suspend or disable access to and use of the Service in the event of: (1) non-payment of any Service Fee by Customer; or (2) if, as a result of use of Safety Design Service or breach of any terms of the Agreement by Customer, including Customer's agents, employees, Affiliates, end-users and/or Authorized Users, Safety Design reasonably believes: (a) it may to be subject or exposed to criminal or civil sanctions, prosecution, or suit; (b) such use or breach is likely to cause harm to Safety Design or Safety Design's other customers or their respective employees, or interfere with the integrity, operations, or security of any

Service or Safety Design's network or systems, or those with which Safety Design is interconnected, or interfere with another customer's use of any of the foregoing; or (3) if required in order to comply with a court order or government requirement. In the event of suspension or disablement of access to and use of Safety Design Service, Safety Design will provide as much advance notice as is reasonably practicable under the circumstances to Customer. If advance notice is not reasonably practicable, Safety Design shall provide subsequent notice promptly thereafter. Customer shall promptly cooperate with Safety Design in attempting to resolve the issue(s) giving rise to any suspension or disablement of access to and use of the Service. The foregoing shall be in addition to the termination rights contained in Section 6 of this Agreement.

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5. Payment

5.1 - Payment Terms

The Safety Design Service is purchased for a fixed, non-interruptible period as specified by the Service Term and established by the Service Period. Customer shall pay Safety Design the total Service Fee, as well as any other specified charges, if any, which may be set forth in the applicable Action Plan and included with the Service Fee. The Service Fee will be invoiced in full, and payment is due from Customer at the immediate start of or prior to the commencement of Safety Design Service. All such fees are non-refundable except as expressly provided in this Agreement or associated Action Plan. Customer shall reimburse Safety Design for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts. Notwithstanding any other rights of termination or suspension contained in this Agreement, Safety Design may suspend access to Safety Design Service, in whole or in part, if Customer has failed to pay any amounts due.

5.2 - Taxes

The fees and all other amounts due to Safety Design as set forth in the applicable Action Plan are net amounts to be received by Safety Design, exclusive of all taxes, duties, and assessments, including all sales, withholding, VAT, GST, excise, ad valorem, and use taxes, (collectively, "Taxes") and are not subject to offset or

reduction because of any Taxes incurred by Customer or otherwise due as a result of the Agreement.

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6. Term and Termination

6.1 - Term

EXCEPT AS OTHERWISE SPECIFIED IN AN Action Plan, THE SERVICE PERIOD SHALL NOT AUTOMATICALLY RENEW UPON ITS EXPIRATION. A NEW SERVICE AGREEMENT AND Action Plan MUST BE DRAFTED AND SIGNED FOR THE CONTINUATION OF SERVICE. EITHER PARTY MAY TERMINATE THE AGREEMENT PURSUANT TO THIS AGREEMENT OR BY PROVIDING WRITTEN NOTICE TO THE OTHER PARTY AT LEAST THIRTY (30) DAYS PRIOR TO THE SCHEDULED END OF THE THEN CURRENT SERVICE PERIOD. IF A NEW CONTRACT IS NOT EXECUTED PRIOR TO THE EXPIRATION DATE OF THE ORIGINAL SERVICE PERIOD, THE SERVICES WILL LAPSE AS OF THE LAST DAY OF THE ORIGINAL CONTRACT TERM AND WILL NOT BE RENEWED AUTOMATICALLY.

6.2 - Termination

The Agreement and the right to use Safety Design Service may be terminated as follows: (a) by Safety Design immediately, at its option, upon written notice to Customer in the event of a reasonably suspected material breach by Customer of the confidentiality, license, or any other term(s) protecting any Safety Design Service, or a suspected violation or misappropriation by Customer of Safety Design's confidential information and/or intellectual property or rights therein; (b) by either Party upon thirty (30) days' prior written notice to the other Party in the event of a material breach by the other Party of any terms and conditions of the Agreement, and the failure to cure such material breach during such thirty (30) day period, except in the case of Customer's failure to pay any amount when due under the Agreement, as provided herein; (c) Customer's failure to pay any amount due under the Agreement or applicable Order; (d) by either Party immediately upon written notice to the other party in the event the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; or (e) by Safety

Design for any reason upon providing Customer with ninety (90) days' prior written notice. In the event of termination pursuant to (e), Customer shall be entitled to a pro rata refund of any prepaid Service Fee corresponding to the unexpired portion of the Service Period. Safety Design shall not be liable to Customer, its agents, employees, or end-users or any other third party for any modification, suspension, or discontinuation of Customer's access and use of Safety Design Service.

6.3 - Payment Obligations After Termination

In the event Customer has not paid the Service Fee prior to Termination, any Termination of the Agreement shall not relieve Customer of any unmet payment obligations. In the event of Termination by Customer pursuant to Section 6.2 of the Agreement, Safety Design shall reimburse Customer its pro rata portion of the costs remaining on the Service Fee through the end of the Service Period. Except for Customer's termination rights under Section 6.2 (b) and (d), no refunds or credits for Service Fee or other fees or payments will be provided if Customer terminates an individual Service or cancels their account prior to the end of a Service Period.

6.4 - Effects of Termination

Upon Termination of the Agreement, all rights and licenses granted in the Agreement to Customer as provided herein shall terminate immediately. Immediately upon such Termination, Customer and its Affiliates shall: (a) cease all use of Safety Design Service; (b) return to Safety Design any documentation or other Confidential Information of Safety Design and hardware provided to Customer from Safety Design as outlined in Section 6.6; and (c) delete all copies of Safety Design Service contained on any computer and storage media under Customer's possession or control.

6.5 - Customer Data

In the event of Termination, upon Customer's written request, Safety Design will provide Customer Data to Customer within thirty (30) days of such request. Safety Design will make Customer Data available to Customer for return for a period of thirty (30) days after the effective date of termination. Thereafter, Safety Design

will have no obligation to maintain or provide any Customer Data and will delete Customer's Data within ninety (90) days, unless prohibited by law or legal order.

6.6 - Hardware

All hardware listed in the Action Plan must be returned to Safety Design within ninety (90) days of termination. This does not extend to original devices that may have been replaced during the course of this or any previous Service Period as part of the limited warranty set forth in Section 7.2. Devices not returned will be invoiced to Customer based on the cost to replace them, which will be no more than the maximum price paid by Safety Design for the device. Both parties shall make reasonable efforts to facilitate the return of these devices.

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7. Hardware

7.1 - Delivery of Devices

Devices ordered by Customer, as outlined in the Action Plan, will be shipped or otherwise delivered to Customer within one (1) month of the Order date, notwithstanding delays outside the control of Safety Design.

7.2 - Limited Warranty

All devices come with a limited warranty that persists as long as the device is accounted for in the Action Plan associated with the current Service Period. This limited warranty covers, with the exceptions set forth in Sections 8.3 and 7.3, full replacement or repair of devices that incur substantial damage or other malfunctions while actively deployed during the course of the Service Period.

7.3 - Proper Installation

All devices installed by Customer must be installed according to the recommendations provided by Safety Design, including those set forth in Section 4.4. Failure to properly install equipment may result in poor tracking accuracy, accelerated device and/or battery degradation, and other suboptimal results. Such

instances of improper device installation are not covered by the limited warranty set forth in Section 7.2.

7.4 - Replacement Components

Replacements for auxiliary components of each device are available provided they are conducted within the framework set forth by the previous entries of Section 7. Replacements will be shipped or delivered to Customer within one (1) month, notwithstanding delays outside the control of Safety Design. Customer will be responsible for conducting the appropriate replacement procedure for each device. Replacements will not be sent if the current component is functional and free from defects.

7.5 - Data Fees

Customer will not be charged a separate data fee associated with the wireless transfer of data from any device to Customer's application when using a Safety Design-approved data transmission configuration (as designed for each device). In the event Customer wants to reconfigure one or more devices to transmit more data than initially outlined, both parties must agree to a separate Action Plan that governs the payment for additional data fees.

7.6 - Data Retention

Unless otherwise specified by the Action Plan or equivalent document(s), all GPS and diagnostic data collected by devices (excluding offline devices) will persist in Customer's database for a minimum of 30 days. Data may be subsequently deleted past this point.

7.7 - Limitation of Liability for Hardware Installation

Safety Design shall not be liable for any damages to Customer property that may occur during the installation of devices or as a result of the installation of these devices as part of Safety Design’s Hardware Installation service. Customer acknowledges that installation procedures may carry inherent risks, and Safety Design will take reasonable precautions to minimize such risks. However, Customer agrees to hold Safety Design harmless from any claims, damages, or losses resulting from property damage incurred during or as a consequence of the installation process.

8. Limited Warranty

8.1 - Limited Warranty

Safety Design warrants, for Customer's benefit alone, for the applicable Service Period, that the Safety Design Service will substantially conform to descriptions, if any, contained in the Action Plan, and that it will take reasonable precautions that are standard in the industry to increase the likelihood of the successful performance for the Safety Design Service. However, it is expressly acknowledged and understood by Customer that the Safety Design Service is provided "AS IS" and as available when provided.

8.2 - Exclusive Remedy

In the event of any claimed breach of the Limited Warranty in Section 8.1 of this Agreement during the Service Period, Safety Design shall, as its sole liability and Customer's sole remedy with respect to breach of this limited warranty, diligently remedy any such deficiency that cause the Safety Design Service to not conform to the Limited Warranty. If Safety Design determines that it is unable to remedy such deficiencies, Safety Design may terminate the Order and refund to Customer a pro rata amount of the fees actually paid by Customer to Safety Design for the unused portion of the Service Period. To receive the foregoing remedies, Customer must report any alleged breach of the foregoing Limited Warranty to Safety Design in writing and in reasonable detail within the applicable Service Period.

8.3 - Exclusions

The Limited Warranty set forth in Sections 8.1 and 7.2 do not apply to any Safety Design Service that have been altered, misused, or intentionally damaged in any way by Customer or any third party, and it does not apply to deficiencies caused by the operating characteristics of any computer hardware or operating system used by Customer, or which occur as a result of the use of Safety Design Service in conjunction with software of Customer or any third parties or with hardware which is incompatible with the operating system for which Safety Design Service

are being procured, or that have been modified or configured by Customer, or to the extent due to the problems within or impacting Customer's computing environment.

8.4 - Disclaimer

EXCEPT FOR THE LIMITED EXPRESS WARRANTY SET OUT IN SECTION 8.1 AND SECTION 7.2, SAFETY DESIGN MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT OPERATION AND ACCESS OF SAFETY DESIGN SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY, OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE. SAFETY DESIGN DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICES ARE WITHOUT DEFECT OR ERROR, OR THAT THE SERVICES WILL OPERATE WITH ANY OF CUSTOMER'S HARDWARE, MOBILE DEVICES OR SOFTWARE.

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9. Proprietary Rights

9.1 - Safety Design Service

Safety Design reserves all rights, title and interest in and to the Safety Design Service, including any application(s) and software created by Safety Design, as well as all modifications and improvements to the Safety Design Service, plus all related intellectual property rights. Subject to the limited use right to use of Safety Design Service granted in this Agreement, this Agreement does not grant Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Safety Design Service, including any application(s) and software created by Safety Design. Safety Design shall have the right to use the Service, including any application(s) or software created specifically for Customer, for other uses and with other Customers. Customer shall have no right, title or interest in any such Safety Design Service, regardless of whether the Service was customized as a unique solution for Customer or not.

9.2 - Customer Data

Customer reserves all rights, title, and interest in and to Customer Data, and subject to the limited rights granted by Customer hereunder, Safety Design acquires no right, title, or interest from Customer under this Agreement in or to Customer Data or any intellectual property rights therein. Customer grants Safety Design a limited license to copy, transmit, display, and modify such Customer Data, as necessary for Safety Design to provide services to Customer under this Agreement and any applicable Order.

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10. Confidentiality

10.1 - Confidential Information

Customer and Safety Design agree that in connection with this Agreement and their relationship, they may obtain Confidential Information. The receiving Party shall at all times keep in trust and confidence all such Confidential Information and shall not use such Confidential Information other than as expressly authorized by the disclosing party under this Agreement, nor shall the receiving Party disclose any such Confidential Information to third Parties without the disclosing Party's written consent.

10.2 - Use of Information

Notwithstanding the above, Safety Design shall be authorized to disclose Customer's Confidential Information to contractors, agents, or employees of Safety Design or a Safety Design entity who has a legitimate business need to have access to such information. All Customer's Confidential Information will be destroyed unless, as allowed under record and retention policies and laws, the receiving party shall immediately return to the disclosing party all Confidential Information (including copies thereof) in the receiving Party's possession, custody, or control upon termination or expiration at any time and for any reason of this Agreement, on the disclosing party's request.

10.3 - Exceptions to Confidentiality

The obligations of confidentiality shall not apply to information which (a) has entered the public domain, except where such entry is the result of the receiving Party's breach of this Agreement; (b) prior to disclosure hereunder was already rightfully in the receiving Party's possession; or (c) subsequent to disclosure hereunder is obtained by the receiving Party on a non-confidential basis from a third party who has the right to disclose such information to the receiving Party. The receiving Party will be authorized to disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that the receiving party provides: (i) prior written notice to the disclosing Party of such obligation; and (ii) the opportunity to oppose such disclosure.

10.4 - Remedies

Each Party acknowledges that any use or disclosure of the other Party's Confidential Information in a manner inconsistent with the provisions of the Agreement may cause the other Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Party agrees that the other Party shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies.

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11. Data Backup and Restoration

11.1 - Default Backup

As part of the Safety Design Service, Safety Design shall perform daily automated application database snapshots. These snapshots are maintained for seven (7) days, while separate weekly snapshots are stored for one (1) month. Uploaded files (including but not limited to PDFs, images, and videos) are securely stored and sharded for resilience; however, these files are not included with snapshots and may be permanently lost in the event of a breach, corruption, or deletion.

11.2 - Enhanced Data Protection Package (Add-On Service)

If Customer elects to purchase the Enhanced Data Protection Package add-on service, which consists of an Online Backup and Offline Backup component, then Customer shall receive enhanced recovery measures designed to assist with data restoration in cases of deletion, corruption, or other adverse events including ransomware. The Online Backup component includes (i) the same daily application data snapshots and separate weekly snapshots described in Section 11.1; (ii) an additional application data snapshot performed every four (4) hours and maintained for three (3) days; (iii) geographically redundant application data snapshots consisting of: (a) snapshots performed every six (6) hours and retained for seven (7) days, stored in a United States–based data center located in Ohio; (b) separate weekly snapshots retained for four (4) weeks, stored in a United States–based data center located in Ohio; and (c) separate weekly snapshots retained for four (4) weeks, stored in an independent international data center located in London, England; and (iv) the option to request an on-demand snapshot, which shall capture both application data and uploaded files at the time of the request and replace the any previous on-demand snapshot. It is expressly understood by Customer that this Online Backup component is designed and intended for restoration purposes and does not provide Customer with direct access to human-readable files or to the backup server.

Customer's application shall also undergo periodic, comprehensive backups of both the app database and uploaded files under the Offline Backup component. Offline Backup includes (i) monthly snapshots retained for three (3) months; (ii) storage of snapshots in offline, cold-storage facilities; and (iii) the optional arrangement for delivery of backups to Customer on physical hardware, subject to additional terms and fees as presented at the time of request by Customer.

11.3 - Restoration Requests

Customer shall be solely responsible for notifying Safety Design through an established communication channel when restoration of the application or data is required. Such restoration requests will incur additional fees depending on the scope and complexity of the recovery.

11.4 - Restoration Service Level Expectations

In instances of minor data loss, such as limited deletion or corruption (for example, loss of account credentials or isolated data elements), restoration using an existing snapshot may be completed within two (2) business days. In events requiring substantial restoration or a complete rebuild from backup, the process may require up to ten (10) business days, given effective cooperation by Customer with Safety Design.

11.5 - Limitations

Safety Design shall not be liable for any loss of data resulting from (a) Customer's failure to communicate a restoration request in a timely manner; (b) Customer's decision not to purchase the Enhanced Data Protection addon; or (c) events beyond the reasonable control of Safety Design. The backup services provided are not a guarantee of complete data recovery but are dependent upon the state and availability of the backup data at the time of the incident. Notwithstanding the foregoing, in the event that a data breach, hack, or other unauthorized access affecting Safety Design's servers, hardware, or related services occurs, Safety Design shall commence restoration efforts for Customer, if necessary, at no additional charge; such restoration effort shall not constitute an admission of liability or otherwise waive the limitations set forth in Section 13.7.

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12. Indemnification

12.1 - By Safety Design

Safety Design shall defend, indemnify and hold harmless Customer against claims from a third party that the Safety Design Service infringe a valid U.S. patent in existence as of the effective date of the Agreement. If Safety Design determines that the affected Service are likely, or if the Service are determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe such a patent or copyright, Safety Design will have the option, in Safety Design's sole discretion, to elect one or more of the following: (a) replace such affected Service; (b) modify such affected Service to be non-infringing; or (c) terminate this Agreement, in which case Safety Design agrees to refund the Service Fee paid by

Customer for the affected Service, for the remaining applicable Service Period. No undertaking of Safety Design under this Section 12.1 shall extend to any alleged infringement or violation to the extent that it: (A) arises from adherence to any design modification, specification, or written instruction that Safety Design is directed by Customer to follow; (B) relates to uses of the Service in combination with other products furnished either by Customer or others, which combination was not approved by Safety Design in writing; (C) relates to modifications to the Service made by someone other than Safety Design or Safety Design's authorized agents; or (D) relates to use of other than the then-current version of the Service. Subject to Section 13 (Limited Liability), this Section 12.1 states and contains Safety Design's entire liability and Customer's exclusive remedy for any claim of infringement.

12.2 - By Customer

Customer shall defend, indemnify and hold harmless Safety Design, its employees, agents, assigns, and/or licensors from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from: (i) Customer's use of any Safety Design Service; (ii) violation by Customer of any right of a third party; (iii) the Customer Data; (iv) any breach of the restrictions set forth in this Agreement; or (v) Customer's failure to comply with any laws, rules, or regulations; in each case except to the extent that Safety Design indemnifies Customer pursuant to Section 12.1.

12.3 - Conditions

This right of indemnification set forth in this Section 12 applies only if: (i) the party receiving the indemnification (the "Indemnified Party") provides the party providing the indemnification (the "Indemnifying Party") notice of such claim or cause of action sufficient to avoid prejudicing the Indemnifying Party's ability to defend the claim or cause of action; (ii) the Indemnifying Party is given sole control of the defense and all related settlement negotiations relating to such claim or action; and (iii) the Indemnified Party provides reasonable assistance and cooperation to enable the Indemnifying Party to defend the action or claim hereunder. Neither Party shall be responsible for any settlement of any claim or cause of action made without its written consent.

12.4 - Limitation of Remedy

THE FOREGOING REPRESENTS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SAFETY DESIGN'S ENTIRE LIABILITY AND OBLIGATION WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

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13. Limitation of Liability

13.1 - Exclusion of Damages

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL SAFETY DESIGN, OR ITS RESPECTIVE AFFILIATES, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS, OR LICENSORS, BE LIABLE TO CUSTOMER OR ITS AFFILIATES FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (INCLUDING WHERE SUCH DATA IS LOST IN THE COURSE OF TRANSMISSION VIA CUSTOMER'S SYSTEMS OR OVER THE INTERNET), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY OTHER DIRECT OR INDIRECT LOSS OR DAMAGES INCURRED BY CUSTOMER OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT OR THE SAFETY DESIGN SERVICES, REGARDLESS OF WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

13.2 - Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SAFETY DESIGN'S AGGREGATE LIABILITY TO CUSTOMER, CUSTOMER'S AFFILIATES, OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, OR THE SAFETY DESIGN SERVICES, SHALL IN NO EVENT EXCEED THE SERVICE FEE PAID BY CUSTOMER FOR THE SERVICE PERIOD IN WHICH THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY OCCURRED. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION 13.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN

THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SERVICE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF SAFETY DESIGN WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. SAFETY DESIGN HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE SAFETY DESIGN SERVICES PROVIDED FOR IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION 13.2 SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM SAFETY DESIGN'S INDEMNITY OBLIGATIONS IN SECTION 13.1 OF THIS AGREEMENT.

13.3 - Aggregate Limitation

THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN APPLIES IN AGGREGATE TO ANY AND ALL CLAIMS BY PURCHASER AND/OR ITS AFFILIATES, AND SHALL NOT BE CUMULATIVE.

13.4 - Jurisdiction-Specific Exclusions

Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages or for a party's own fraud, willful injury to the person or property of another, or violation of law, in which case, some of the above limitations may not be applicable to Customer. IN THESE JURISDICTIONS, SAFETY DESIGN'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

13.5 - Enforcement Limited to Safety Design

Any claims or damages that Customer may have against Safety Design shall only be enforceable against Safety Design and not any individual Members, Managers, employees, representatives or agents of Safety Design, nor any other entity.

13.6 - Third-Party Services

Safety Design shall not be liable for any inaccuracies, errors, interruptions, or unavailability of services, data, or information arising from the use of any third-party applications, servers, or devices connected to or integrated with the Safety Design Service. This includes, but is not limited to, any third-party application programming interfaces (APIs), data feeds, or other external services that Customer chooses to connect or integrate with the Safety Design Service.

Customer acknowledges that Safety Design does not control third-party services and, therefore, cannot guarantee their availability, accuracy, or reliability. Customer agrees to hold Safety Design harmless from any claims, damages, or losses resulting from issues related to third-party services, including but not limited to downtime, data inaccuracies, or unauthorized access.

13.7 - Cybersecurity and Data Breach Exclusion

In no event shall Safety Design be liable for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages, or any other losses or liabilities arising out of or in connection with any unauthorized access, hack, or data breach of Safety Design's systems, databases, or related services, provided that such breach is not attributable to the gross negligence or willful misconduct of Safety Design. In the event of a cybersecurity incident, Safety Design's sole obligation shall be to (a) notify Customer; (b) take commercially reasonable measures to mitigate the effects of the breach; and (c), perform restoration efforts as outlined in Section 11.5. Customer acknowledges that such notification, mitigation efforts, and restoration efforts do not constitute an admission of liability or a guarantee against any further losses, and that Safety Design shall not be obligated to indemnify, compensate, or otherwise provide any remedy for any damages resulting from such an incident.

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14. General Provisions

14.1 - Relationship of the Parties

The Parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, general agency, fiduciary relationship or employment relationship between the Parties.

14.2 - Assignment

Customer may not assign, sublicense, or otherwise transfer the Agreement, any Order or Safety Design Service or any of its rights or obligations under the Agreement, any Order or Safety Design Service, without the prior written consent of Safety Design; provided, however, that Customer may, upon Notice to Safety

Design, assign the Agreement without Safety Design's consent in the event of a sale of all or substantially all of its assets or in the event of a merger, corporate reorganization or business consolidation of Customer (but excluding any assignment, sublicense or other transfer by Customer to a competitor of Safety Design). In the event of a permitted assignment by Customer of the Agreement, the rights granted to Customer under the Agreement would continue to be subject to the restrictions and limitations specified therein, including a situation where rights are limited to a specific business unit, line, group, division, department, or other organizational entity of Customer. The Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives and permitted transferees, successors and permitted assigns. Notwithstanding the foregoing or anything in the Agreement to the contrary, any assignment, sublicense, or transfer of the Agreement, any Order or Safety Design Service, or attempt to do so in violation of this section, shall be null and void ab initio and entitle the non-assigning party to immediately terminate the Agreement upon notice and without liability.

14.3 - Compliance with Laws

Unless expressly stated in the Agreement, Customer shall not use or export (electronically or otherwise) any Safety Design Service outside of the U.S. other than in compliance with all applicable U.S. export laws, rules, and regulations. Customer shall be solely responsible for such compliance. Customer agrees to keep such books and records and to take such other actions as may be required by such applicable laws, rules and regulations.

14.4 - No Waiver

No delay or failure in exercising any right under the Agreement and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights thereunder. No consent to a breach of any express or implied term of the Agreement shall constitute a consent to any prior or subsequent breach.

14.5 - Notices

All notices under the Agreement shall be in writing. Notices shall be given personally, electronically via email (to an email address provided by Safety Design and Customer in the course of their communications or otherwise previously used

commercially between Safety Design and Customer), or sent by traceable postal service mail, e.g., certified or registered mail, or express courier (e.g., FedEx, UPS or DHL). Notices shall be deemed given and received: (a) upon delivery, if given personally; (b) as indicated in the applicable tracking information when an express courier is used; (c) two (2) business days after deposit by the sender with its national postal service (or the recipient's national postal service if the sender elects) with the proper postage affixed, if sent by mail (or as otherwise indicated in the national postal service's tracking information, if applicable); or (d) upon transmission if sent by email. Notices shall be addressed to each party at its address set forth in the initial paragraph of the Agreement, or to Customer's authorized representative or administrator identified in the applicable Action Plan.

14.6 - Severability

If any provision contained in this Agreement, or portion thereof, is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of the Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

14.7 - Headings

The various Section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

14.8 - Force Majeure

Notwithstanding anything in the Agreement to the contrary, except for payment obligations, neither Party will be liable for any breach of the Agreement or resulting damages from delay or failure with respect to any obligation thereunder, nor for any damages or loss of any kind, resulting from causes beyond its reasonable control, including acts of God, earthquake, storms or other elements of nature, labor disputes, blockages, embargoes, riots or other industrial disturbances, mechanical, electrical, electronic, telecommunications, Internet, or other third party supplier delay or failure, acts or orders of any governmental authority, criminal acts, war, or terrorism, including cyberattack or other malicious intrusion into or breach of security with respect to data or computer systems.

14.9 - Governing Law

The Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois. Any and all claims, controversies, and causes of action arising out of relating to the Agreement, whether sounding in contract, tort, or statute, shall be governed by the internal laws of the State of Illinois, including its statutes of limitations, without giving effect to any laws or other rules that would result in the application of the laws or statutes of limitations of a different jurisdiction. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Woodford County, Illinois.

14.10 - Amendment or Modification

No amendment or modification of the Agreement shall be valid or binding upon the parties unless it is in writing and signed by the duly authorized officers of the parties.

14.11 - No Third-Party Benefit

Except with respect to any obligations otherwise provided under this Agreement, the provisions of the Agreement are for the sole benefit of the parties hereto and the Agreement neither confers any rights, benefits, or claims upon any person or entity not a party hereto nor precludes any actions against, or rights of recovery from, any persons or entities not parties hereto.

14.12 - Conflicts

In the event of any conflict between the terms and conditions of this Agreement and those contained in or referenced in an Action Plan or documents provided with such Action Plan, the terms and conditions in this Agreement shall prevail over the terms and conditions in or referenced in the Action Plan or documents provided with such Action Plan unless the Action Plan or documents provided with such Action Plan make specific reference to the Section of this Agreement it is intended to modify or supersede and is signed by a Safety Design Member specifically acknowledging that such term modifies or supersedes a provision contained in the Agreement.

14.13 - Construction

The captions in the Agreement are for convenience of reference only and shall not be used to interpret the Agreement. References in this Agreement to a particular section are references to the section of this Agreement.

14.14 - Use of Customer Name and Logo

Notwithstanding any other terms to the contrary contained herein, Customer grants Safety Design the right to use Customer's name and logo in its marketing materials.

14.15 - Injunctive Relief

Safety Design is entitled to obtain injunctive relief if Customer's use of Safety Design Service is in violation of any restrictions set forth in this Agreement. This provision does not limit or alter any other rights or remedies Safety Design may have under this Agreement.

14.16 - Complete Agreement

The Agreement supersedes in full all prior discussions and agreements, oral and written, between the parties relating to the subject matter hereof, and constitutes the entire understanding of the parties with respect to such subject matter. No additional terms and conditions proposed by Customer, whether electronically or otherwise or associated with any Action Plan or otherwise, shall be applicable to the Agreement or any Safety Design products or services at present or in the future, absent the express written consent thereto by Safety Design, as provided in Section 14.13. If Safety Design has commenced Service at Customer's request in connection with the matters described in any Action Plan or proposal for Service, or request for proposal, all provisions of the Agreement as originally proposed by Safety Design shall apply to such activities even if the Action Plan has not been formally executed by both parties.

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15. Definitions

The following terms used in this Agreement are defined as follows:

Affiliate: Means a person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the specified person. Such person is an Affiliate only so long as such Control exists. “Control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

Agent(s): Means an individual (including those of Customer’s Affiliates) authorized to use the Safety Design Service through Customer’s account as an agent, account owner and/or administrator, each as identified through an individual Agent login.

Agreement: Means this Service Agreement.

Authorized Users: Means those employees, agents and independent contractors of Customer who are authorized by Customer to use Safety Design Service in accordance with the number and types of users as set out in the Action Plan.

Confidential Information: Means all information disclosed by one Party to the other Party which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including but not limited to the pricing terms. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party from a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without the use of the disclosing Party’s Confidential Information.

Customer Data: Means all electronic data, text, messages, communications or other materials submitted to and stored within a Service by Customer, or its

Agents, employees or Affiliates in connection with Customer's use of Safety Design Service.

Account Managers: Means those employees or agents who shall be designated by Customer to Safety Design as the point of contact for all communications between Customer and Safety Design pertaining to onboarding, support and updates provided under this Agreement and Action Plan.

Order: Means the Safety Design Service to be provided by Safety Design to Customer as contained on the Action Plan (which provides for the Subscription Term and Fee) and includes professional and support services, along with any related work product provided by Safety Design, including any addenda and supplements thereto.

Action Plan: Means an ordering document or online Action Plan specifying the Service to be provided hereunder that is entered into between Customer and Safety Design.

Safety Design Service / **Service:** Means the Safety Design application(s) and software products and services that are provided by Safety Design to Customer, together with professional and support services, along with any related work product provided by Safety Design under an Order with Customer.

Service Fee: Means the charges provided on the Action Plan for access to the Safety Design Service. May sometimes be referred to as "Contract Price," "Contract Fee," or "Investment."

Service Term: Means the Service duration provided on the Action Plan for which Customer has agreed to pay a Service Fee for access to the Safety Design Service. The length is required to be at least one (1) year.

Service Period: Means the duration during which a contract (Action Plan) with Safety Design is active. This period begins once the Action Plan and Service Agreement are signed, and the Safety Design Service is delivered to Customer. The Service Period encompasses both the time already served and any remaining time until the end of the Service Term, provided the total duration does not exceed the Service Term.

Support: Means the routine service and maintenance provided by Safety Design to Customer during the Subscription Term.

User Login: Means the unique username and login information provided by Customer to an Authorized User permitting them to access the Service.