

DIGITAL PROGRAM GENERAL TERMS AND CONDITIONS

The Ecolab Digital Program(s) and the software, websites, mobile applications, or other interactive properties through which the Ecolab Digital Program is delivered (collectively, the “Program,” as further defined below) are made available by Ecolab Inc. or one or more of its affiliates (“Ecolab” also referred to using “us,” “we,” and similar terms), subject to these Digital Program General Terms and Conditions (the “Digital T&C”), including Ecolab’s Data Processing Agreement incorporated herein by reference and available at <https://www.ecolab.com/ecolab3dtandc> (the “DPA,” and together with the Digital T&C, these “Terms”). These Terms are entered into by and among you, an individual accessing the Program hereby representing that you are, at all times during your use of and access to the Program, an Authorized User of Customer (each term as defined herein) (“you”), the Customer, and Ecolab (each a “Party” and collectively, the “Parties”). In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

All terms and conditions contained in any prior or subsequent oral or written communication between you and/or Customer, on one hand, and Ecolab, on the other hand, including, without limitation, terms and conditions contained in any purchase order which are different from or in addition to the terms set forth in these Terms, are hereby expressly rejected and shall not be binding on Ecolab, and Ecolab hereby objects thereto. Any action by you or the Customer in furtherance of a purchase of Ecolab Products (defined herein) and/or the Program shall constitute acceptance of these Terms. No addition to, or alteration or modification of, these Terms shall be valid unless made in a writing signed by an authorized representative of each Party specifically referring to these Terms.

Notwithstanding the foregoing, these Terms shall not supersede and shall instead supplement any Ecolab agreement providing for Ecolab’s provision of the Program and/or Products previously signed by both Customer and Ecolab and currently in effect (each, an “Ecolab Standard Agreement”). The terms of such Ecolab Standard Agreement expressly covering the Program and/or Products shall control to the extent inconsistent herewith.

These Terms apply solely to the Program, except to the extent expressly set forth herein. By accessing and/or using the Program, you hereby represent and warrant to Ecolab that you are duly authorized to enter into these Terms on your own behalf and on behalf of Customer, and further that you and the Customer agree to be bound by these Terms. You represent and warrant that you have the right, authority and capacity to accept and agree to these Terms on your behalf and on behalf of the Customer. Ecolab may update these Terms from time to time. Ecolab may make modifications to any Program in its discretion, provided that such modifications, if made during the term of an Ecolab Standard Agreement, do not materially adversely affect the functionality of Program.

1. **Select Definitions.** Capitalized terms shall have the definition set forth herein. Cognate terms relating to data privacy which are statutorily defined may be interpreted the same as defined herein. Capitalized terms used herein, without definition, shall have the same meanings as provided in an applicable Ecolab Standard Agreement. Capitalized terms include:
 - a. “Affiliate” means an entity that owns or controls, is owned or controlled by, or is or under common control or ownership with a Party, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
 - b. “Applicable Law” means any and all laws, ordinances, rules, directives, administrative circulars, supervisory guidance, and regulations of any kind whatsoever of any governmental authority within the jurisdictions applicable to a Party, which shall include but not be limited to any applicable data privacy and security regulations in the United States and European Economic Area and applicable Export Laws.
 - c. “Authorized User” means any individual authorized to use the Program pursuant to these Terms, as an officer, director, employee, contingent worker, independent contractor, agent or other Person designated by Customer, including you, provided that any corresponding fees for each such Authorized User’s access and use of the Program are paid to Ecolab pursuant to the terms of any Ecolab Standard Agreement or these Terms.

- d. “Customer” means that Person affiliated with you that you represent and/or have agency to act on behalf of, which shall be bound by these Terms with Ecolab, and any of its Affiliates designated by Customer which are approved by Ecolab (which Affiliate has agreed to be bound by these Terms) and which have paid all applicable fees for use of the Program pursuant to the Ecolab Standard Agreement or these Terms.
- e. “Customer Data” means any and all data, information and/or materials provided or made available by or on behalf of Customer to Ecolab for use in connection with Program or otherwise relating to any Ecolab Standard Agreement.
- f. “Derived Data” means (i) Customer Data that has been processed, anonymized, aggregated and/or manipulated by or on behalf of Ecolab to such a degree that it cannot be identified by visual inspection as originating directly from Customer Data; and (ii) any general information or insight that is derived by or on behalf of Ecolab in connection with the Program or any Ecolab Standard Agreement.
- g. “Documentation” means all formal documentation and materials published or provided in writing by Ecolab related to the Software, including user manuals, help files and any other instructions, specifications, documents, and materials that describe the functionality, installation, testing, operation, use, maintenance, support, technical features, or requirements of the Software.
- h. “Effective Date” shall mean the date you first accessed or used the Program on behalf of the Customer.
- i. “Intellectual Property Rights” means any and all intellectual property rights under statutory law or common law throughout the world, including, without limitation, all: (i) patent rights (including patent applications and disclosures); (ii) registered and unregistered copyrights (including rights in software, including in source code and object code); (iii) registered and unregistered trademark and tradename rights; and (iv) trade secret rights.
- j. “Intended Purposes” means only the purposes of the Software, Products or Services expressly set forth in any Documentation or any Ecolab Standard Agreement.
- k. “Licensed Locations” means the licensed Customer facility locations, to the extent identified in any agreement including any Ecolab Standard Agreement.
- l. “Person” means an individual, sole proprietorship, a corporation, a partnership, a limited liability company or partnership, an association, any national, federal, state, provincial, territorial, municipal or local government, and any court, department, tribunal, commission, governmental or regulatory agency or authority exercising executive, legislative, judicial, regulatory, administrative or other similar functions, whether domestic or foreign, a trust, or any other entity or organization.
- m. “Product(s)” means any tangible item manufactured by Ecolab or a third party (and licensed through Ecolab) that is purchased, provided, or utilized as a part of a Program.
- n. “Program” or “Digital Program” means the program service offering of Ecolab which Ecolab has agreed to sell or license to the Customer, which may include Software, Documentation, Products and/or Services.
- o. “Personal Data” means data that may qualify as personal data or personally identifiable information within the meaning of privacy laws applicable to Customer and/or to Ecolab entities during the Term hereof including, but not limited to, the definitions in the DPA.
- p. “Service(s)” means support or other work performed by Ecolab for Customer, as may be further defined in any Ecolab Standard Agreement.
- q. “Software” means the software program(s) owned by or licensed through Ecolab, and any

updates, upgrades, enhancements, releases, improvements, and any other adaptations or modifications made to such software programs that are delivered by Ecolab to Customer as more fully described in Documentation and any Ecolab Standard Agreement. Ecolab is not obligated to update, upgrade, enhance or improve Software.

2. Program License and Account Creation.

- a. Program License. Subject to the terms and conditions of any Ecolab Standard Agreement and during the Term (as defined herein), Ecolab grants Customer a non-exclusive, limited, nontransferable, non-assignable, non-sublicensable, revocable license to access and use the Software, Documentation, Products and/or Services solely for Customer's internal business purposes in accordance with the Intended Purposes at the Licensed Locations (the "License"). For the avoidance of doubt, where a Program or Ecolab Standard Agreement uses a similar or cognate term to "license," such as "subscription," the Customer shall be deemed to have the same rights, with the same restrictions, as granted under these Terms with regard to the Software, Documentation, Products and/or Services for that particular Program.
- b. Visitors and Account Creation. You may be able to visit certain public sections of the Program, including public sections of a website associated with a Program, without identifying yourself or providing personal information. In order to access some or all features of a Program, you are required to register with the Program as an Authorized User and select a username and password (create an "Account"). By creating and or registering for an Account, you represent and warrant that all information you submit is truthful and accurate and that you have the right to submit the same on behalf of the Customer as an Authorized User. In addition to providing information on yourself as directed by the Customer, you may request to establish additional Authorized Users of the Program on behalf of the Customer, provided the Customer has authorized the same, by providing information on those Authorized Users directly to Ecolab, or you may direct each Authorized User to the Program to create their own Account. If you provide information on Authorized Users directly to Ecolab, you hereby represent to Ecolab that you have all necessary rights, authorizations, and consents with respect to the information you submit about Authorized Users and the Customer ("Authorized User Data"), and you and the Customer shall be responsible for the actions of all such Authorized Users on the Program. All Account information and any Authorized User Data provided to Ecolab must be true, accurate, current, and complete at all times. Authorized Users are responsible for updating Authorized User Data as necessary and in a timely manner to ensure its accuracy and completeness. By providing your Account information and Authorized User Data to Ecolab, you hereby authorize Ecolab and its Affiliates, contractors, and suppliers to use, copy, sublicense and disclose all Account information and Authorized User Data (i) as part of providing the Program as described in these Terms, (ii) to the extent required pursuant to applicable federal, state or local law or a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order"), (iii) as necessary to enforce these Terms and/or to protect any of Ecolab's or other parties' legal rights, (iv) in an aggregated form which does not include identifying information, and (v) as permitted by the DPA or an associated Program Privacy Notice (if applicable).
- c. Authorized User Accounts. You may not have more than one (1) Account without Ecolab's prior written permission. You must access the Program and non-public portions of the Program only through your Account. The security and confidentiality of your Account username and password is your sole responsibility. You shall ensure that no unauthorized Person shall have access to your Account, username, or password and shall immediately notify Ecolab of any unauthorized access or use of which you become aware. You may not transfer your Account to anyone without the express prior written consent of Ecolab. You agree to bear all responsibility and liability for all actions under or through your Account as well as all fees and/or charges incurred from the use of your Account, whether authorized or unauthorized.
- d. Authorized User Content. The Program may contain Authorized User Data, which includes content and materials you generate and/or provide, including but not limited to content that may be considered Customer Data ("User Content"). User Content is the sole responsibility of the

Authorized User that submitted that User Content. Ecolab does not control User Content generated or provided by Authorized Users and is under no circumstances responsible or liable in any way for any User Content that is made available through the Program. Ecolab does not endorse any User Content, and does not warrant or guarantee the integrity, truthfulness, accuracy, or quality of any User Content. You and Customer agree that Ecolab is not liable for any loss or damage of any kind resulting from availability, access, and/or use of any User Content. You further agree that the User Content that you may generate or provide through the Program shall be truthful and not misleading. You and Customer hereby grant to Ecolab all rights to User Content consistent with the rights generally granted to Customer Data. You hereby represent that you have obtained any necessary rights, authorizations, and consents from Customer and any applicable third-parties with respect to your submitted User Content, including, without limitation, to grant the rights in this Section 2(d) to Ecolab. You and Customer agree not to submit User Content that: (i) may create or does create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, or to any other Person; (ii) may or does create a risk of any other loss or damage to any Person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets, or other confidential proprietary information, and trademarks or service marks used in an infringing fashion); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You and Customer agree that any User Content that you upload does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights or rights of privacy. Ecolab reserves the right, but is not obligated, to reject and/or remove any User Content that Ecolab believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office or any other rights organization.

3. Customer Systems, Authorized User Credentials, Customer Data and Export Law Compliance.

- a. Customer Systems. You agree that Customer shall have sole responsibility for procuring the hardware and internet connectivity in order to access the Program as well as for complying with Ecolab's technical requirements to upload Customer Data. Ecolab shall not be responsible or liable in any manner for any equipment provided by Customer or any third party, and Customer shall be the sole responsible Party to support and maintain its own equipment. The Ecolab Program may not be compatible with Customer or third-party equipment and/or internet connections. Customer acknowledges and agrees that unless as provided for in writing, Ecolab is not required to maintain or repair any Customer or third-party equipment or modify the Ecolab Program or delivery of the Program to make a Program compatible with Customer's equipment or third-party equipment. You agree that Customer shall at all times during the Term: (a) set up, maintain and operate in good repair all information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("Customer Systems") on or through which the Services are accessed or used; (b) provide all cooperation and assistance as Ecolab may reasonably request to enable Ecolab to exercise its rights and perform its obligations under and in connection with these Terms and any Ecolab Standard Agreement; and (c) ensure use of the Program is only for Customer's own environment and in accordance with Applicable Laws, Documentation, and other applicable requirements, including Customer's obligations in the DPA. Customer shall employ all physical, administrative, and technical controls, screening and security procedures, and other safeguards necessary to, in accordance with these Terms: (a) securely

administer the distribution and use of the Program, and protect against any unauthorized access to or use of the Program; and (b) control the content and use of Customer Data, including the uploading or other provision of appropriate Customer Data for processing to the Program. Ecolab is not responsible for the security of the Customer's network, hardware and IT systems, including without limitation, any possible, suspected or actual breach of Customer's physical or IT security defenses and resultant disclosure of any data of Customer or its personnel. Customer shall have sole responsibility for any security procedures reasonably required to protect access to its hardware, systems and Customer Data in connection with its use of Program and/or the Software, Documentation, Products and Services. You represent and warrant that any electronic communications Ecolab receives under usernames of Authorized Users associated with Customer, including you, have been sent by Customer. Ecolab has the right at any time to terminate or suspend access to any Authorized User or to Customer if Ecolab believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of Program or Ecolab's network. Customer agrees to indemnify and hold Ecolab and its affiliates harmless from any claim, including attorney's fees and costs related to the foregoing.

- b. Authorized User Credentials. Customer will ensure the security of all passwords and usernames used by Customer personnel to use any Software, Documentation, Product and/or Service. Customer is responsible for access control maintenance (including access termination) in connection with its use of the Software, Documentation, Product and/or Service. Customer will notify Ecolab promptly if Customer becomes aware of, or suspect, any breach of security or unauthorized access to or use of the Software, Documentation, Product and/or Service or of any account used to access the Software, Documentation, Product and/or Service or unauthorized access to passwords or usernames.
- c. Customer Data. Customer is solely responsible for ensuring that Customer Data does not infringe on any intellectual property right, violate any applicable laws or the terms of any agreement, including, without limitation, any Ecolab Standard Agreement and any associated privacy terms.
- d. Export Law Compliance. Each Party shall (a) comply with Applicable Law administered by the U.S. Commerce Department Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control, or other governmental entity imposing export controls and trade sanctions ("Export Laws"), including designating countries, entities and persons ("Sanctions Targets") and (b) not directly or indirectly export, re-export or otherwise deliver the Program to a Sanctions Target, or broker, finance or otherwise facilitate any transaction in violation of any Export Laws. Customer represents that it is not a Sanctions Target or prohibited from utilizing the Program and/or purchasing or licensing the associated Software, Documentation, Products and/or Services under Applicable Law, including Export Laws, and further represents that entering into these Terms will not violate any Export Laws.

4. Title/Ownership, Confidentiality, Intellectual Property, Third-Party Technology and Customer Data License.

- a. Title/Ownership. Customer acknowledges that, except for the License, it has not and will not acquire any rights, title or interest in or to any of the Software, Documentation, Products and/or Services. Any Intellectual Property Rights in conjunction with the Ecolab Software, Products, the Program, brands, logos, trademarks and/or wordmarks, or any Intellectual Property related to technology that is used in the provisioning of the Program thereof are, and shall at all times remain the exclusive and sole property of Ecolab, its related third parties, affiliates, agents and its licensors, as applicable. All rights not expressly granted herein are reserved and retained by Ecolab and its third parties, affiliates, agents and its licensors, and no Intellectual Property rights or any other form or type of rights or licenses are granted at any time to Customer are assigned, granted, or transferred to Customer, its employees, Affiliates, agents and independent contractors or any other party by estoppel, implication, or otherwise. Customer affirms, agrees and acknowledges that misuse of Ecolab Services may violate third party Intellectual Property in the Products and/or Software.

- b. Confidentiality and Ecolab's Intellectual Property. Customer acknowledges that Ecolab's Software, Documentation, Products and Services, information about such Products and Services, business plans, trade secrets, discoveries, ideas, designs, drawings, specifications, techniques, models, data, code, software, programs, documentation, processes, lists, know-how, marketing plans, customer information, and financial and technical information and other information known to be or should be known to be confidential information or designated by Ecolab as confidential information are confidential information of Ecolab (the "Confidential Information"), and Customer will not disclose such Confidential Information or any of Customer's use thereof to any third party, or use such Confidential Information for any purpose not authorized herein. Except for certain Customer Data as described herein, all material included in the Program, including (without limitation) the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") are owned by or licensed to Ecolab, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. You and Customer acknowledge and agree that Ecolab is and shall remain the exclusive owner of the Program; all associated Software, Documentation, Products and Services; Ecolab's data, information, and Content; and all patent, copyright, trade secret, trademark and other intellectual property rights therein. In addition, the compilation and presentation of the Content in the Program is subject to copyright owned exclusively by us. Content in the Program may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without our prior written consent. You and Customer agree to not engage in the use, copying, or distribution of any of the Content, Program, Software, Documentation, Products, and Services other than expressly permitted herein, including any use, copying, or distribution Content. If you or Customer downloads or prints a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You and Customer agree not to circumvent, disable or otherwise interfere with security-related features of the Program or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Program or the Content therein. You and Customer shall not challenge or assist any third party to dispute or challenge Ecolab's or its licensors' ownership of such rights or the validity or enforceability of such rights.
- c. Reservation of Rights. Ecolab reserves all rights not specifically granted to Customer under these Terms and any Ecolab Standard Agreement.
- d. Third Party Technology. The software provided by Ecolab to Customer may include software, content, data or other materials, including related documentation, that are owned by persons other than Ecolab that are provided to Customer on terms that are in addition to and/or different from those contained in these Terms or any Ecolab Standard Agreement (the "Third-Party Technology"). Usage of such software, Product or Service is deemed to constitute acceptance of any and all additional terms applicable to Third-Party Technology. Any breach by Customer of any Third-Party Technology license is also a breach of these Terms.
- e. Customer Data License. Ecolab acknowledges and agrees that Customer owns and retains all right, title and interest in and to Customer Data. Subject to the terms and conditions of the these Terms, Customer grants to Ecolab, and its affiliates, a perpetual, nonexclusive, worldwide, royalty-free, transferable, sublicensable license to use, copy, store, process, manipulate, modify, change, configure, perform, display and transmit Customer Data as necessary to provide Program Software, Products and Services, including any Deliverables, to Customer and to incorporate Customer Data into aggregated and anonymized data sets including, without limitation, for the purpose of improving the Software, Documentation, Products and Services of Ecolab and its Affiliates and for creating Derived Data. Customer grants to Ecolab an irrevocable, non-exclusive, worldwide, royalty-free, transferable, sublicensable, perpetual right to aggregate Customer Data with other data from others and to use in any way, de-identified Customer Data and aggregated Customer Data including, without limitation, to create Derived Data. Customer represents and warrants that Customer owns and/or has all necessary rights in the Customer Data

to grant Ecolab this Customer Data license to Ecolab. Customer represents and warrants that Customer Data will not include any protected health information, or any other information of the type enumerated in Article 9 of the General Data Protection Regulation, Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, or equivalent information as defined in any other Applicable Law, nor include any information subject to Health Insurance Portability and Accountability Act, as amended, as either may be amended or superseded. Customer shall not transmit or upload via Program, or to any Ecolab software, product or service, any spam, viruses, worms, trapdoor, backdoor, time-bombs, trojan horses, or other harmful, malicious or disruptive code or components, including, without limitation, in any Customer Data.

5. Use of Customer Data and Administration of the Program.

- a. Service Analysis. Without limiting any Customer Data ownership rights, Ecolab shall have the right to: (i) compile statistical and other information related to the performance, operation and use of the Software, Documentation, Products, Services and Customer Data, and (ii) use data from the Software, Documentation, Products, Services and Customer Data in aggregated form for security and operations management, to create statistical analyses, for research and development purposes and to incorporate Customer Data into aggregated and anonymized data sets for the purpose of improving and commercializing products, software, technology and services of Ecolab (clauses (i) and (ii) are collectively referred to as “Service Analysis”). Ecolab retains all rights to such Service Analysis and will take reasonable steps not to incorporate Customer Data in a form that could serve to identify Customer. Customer acknowledges and agrees that Ecolab owns and retains all right, title and interest in and to Derived Data.
- b. Monitoring the Program. Ecolab may use tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Software, Products and Services and to help resolve Customer’s service requests. Information collected by the Tools may also be used to assist in managing Ecolab product and service portfolio, to help Ecolab address deficiencies in its product and service offerings, and for license and Program Software, Products and Services management.
- c. Third-Party Service Providers. Ecolab works with other companies that help Ecolab provide products and services, including modifications and updates thereto, to Customer, such as third-party manufacturers, third-party software providers, cloud-hosting service providers, freight carriers, and credit card processing companies, and Ecolab may share certain information with these companies for this purpose including information regarding Customer’s use of the Software, Documentation, Products and Services.

6. Data Privacy; Data Security; Privacy Policy.

- a. Customer shall, in its use of the Software, Documentation, Products and/or Services, collect, access, use, store, disclose, dispose of, transfer, transmit to Ecolab and otherwise process personal information of Customer and its Authorized Users in accordance with the requirements of all Applicable Laws including, without limitation, applicable data protection laws and regulations and data privacy provisions of the DPA. Customer shall have sole responsibility for the accuracy, quality, and legality of such personal information and the means by which Customer or any relevant Affiliate of Customer collects, stores, processes and transmits such personal information.
- b. Customer acknowledges and agrees that Ecolab may store, share, process and use Customer Data for the purposes defined in these Terms. Ecolab may also share such data globally with its Affiliates and subsidiaries and within the Ecolab group of companies. If Ecolab is receiving Customer Data from the European Union, the United Kingdom, or other jurisdictions requiring a transfer mechanism, such Customer Data shall be subject to the DPA.
- c. The storing and hosting of Customer Data via Program shall be under the safeguards for the protection of the security, confidentiality, and integrity of Customer Data, as described in the Ecolab’s Program-specific or general security documentation, which is available upon

Customer's request.

- d. Customer represents and warrants that Customer Data will not include any information deemed to be sensitive under any law or regulation, including but not limited to health information, financial account numbers, or other similarly sensitive personal information. Customer assumes all risk arising from use of any such sensitive information with Program, including the risk of inadvertent disclosure or unauthorized access or use thereto.
- e. If either Party learns of any inadvertent data disclosure or data breach concerning the other Party's data or systems, that Party shall give prompt notification to the other Party and the Parties shall cooperatively establish a data breach notification and remediation plan, in compliance with Applicable Laws, with the responsibility for such notification and remediation plan being borne according to the Parties' respective, proportionate responsibility for the disclosure or breach; provided, however, Ecolab's liability shall be subject to the provisions of Sections 4, 13, 14, and 15 of this Agreement.

7. Customer Support.

- a. Internet. Customer understands that the internet by which Authorized User's access to the Program may be subject to system delays and failures beyond either Party's reasonable control. Customer acknowledges that Ecolab is not responsible for delays, delivery failures or other damages resulting from Customer or Customer's Authorized Users' access to the internet, and such access is the responsibility of the Customer or each Authorized User.
- b. System Updates. Ecolab reserves the right, in its sole discretion, to make any enhancements or modifications to the Program that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Program; (ii) the competitive strength of or market for the Program; or (iii) the Program's cost efficiency or performance; or (b) to comply with Applicable Law. If there are any functional updates or enhancements that in Ecolab's sole discretion are considered new products relating to the Program, Ecolab will notify Customer of such new products and the cost in the event Customer elects to incorporate such new products as part of the Program. Ecolab has the right to bill and Customer shall pay for all reasonable upgrade charges to the extent such Program upgrade is deemed necessary by Ecolab.
- c. Scheduled Maintenance. Scheduled system maintenance will take place during a normal maintenance window. During such time, the Services will be unavailable. Emergency maintenance may be required at other times in the event of an incident or circumstance requiring immediate attention outside of normally scheduled system maintenance. Ecolab will use commercially reasonable efforts to remedy any system failure and restore the Program.
- d. Program Performance and Availability. Ecolab makes no representations, warranties or claims to Customer regarding the reliability or availability of the Program. Additionally, Ecolab is not liable for any delay or failure to provide the Program from time to time, and unscheduled downtime may occur that is caused by, but in no way limited to, circumstances beyond Ecolab's reasonable control and/or the following events: (a) Customer or any Authorized User's breach of any provision of these Terms or Agreement; (b) incompatibility of Authorized User's equipment or software with the Program; (c) poor or inadequate performance of Authorized User's network, hardware, or other systems, including internet connectivity; (d) Authorized User's equipment failures; (e) force majeure (including as may be defined in these Terms or the Ecolab Standard Agreement); (f) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Ecolab pursuant to these Terms; or (g) disabling, suspension or termination of the Program (including as may be described in any Ecolab Standard Agreement) (such downtime resulting from the events named in (a) through (g) hereof, the "Unscheduled Downtime"). In the event of Unscheduled Downtime, Ecolab's sole obligation will be to use commercially reasonable efforts to resolve the issue and to resume providing access to the Program. Ecolab may provide notice of any Unscheduled Downtime to Customer and to provide updates regarding resumption of access to the Program following any Unscheduled

Downtime to the extent known to Ecolab.

- 8. Prohibited Uses.** In addition to uses otherwise prohibited by Ecolab, these Terms or Applicable Law, you and Customer shall not, and you and Customer shall not allow any third party to, do any of the following:
- a. Use the Program or any Software, Documentation, Product or Service for any purpose other than the Intended Purposes or in any way beyond the scope of the license set forth in any Ecolab Standard Agreement or these Terms.
 - b. Copy or distribute any Software, Documentation, Product or Service without Ecolab's prior written approval.
 - c. Download, access, use or register for the Program if you are under eighteen (18) years old.
 - d. Change or delete any copyright or proprietary notices from the Program.
 - e. Impersonate or attempt to impersonate Ecolab, an Ecolab employee, another Authorized User, or any other Person.
 - f. Access or use the Program to send unsolicited commercial messages to any Person, or to threaten, harm or harass another Authorized User's Account, use and/or access of the Program, including, but not limited to, attempting to gain access to another Authorized User's Account.
 - g. Access or use the Program by artificial means or in a manner that, in Ecolab's sole discretion, would inflict an excessive load on Ecolab's or its suppliers' hardware or software.
 - h. Use the Software, Documentation, Products or Services in the operation of a service bureau, timesharing or hosting purposes or otherwise use the Software, Documentation, Products or Services for the benefit of third parties.
 - i. Disclose information or analysis (including without limitation benchmarks) regarding the quality or performance of the Software, Documentation, Products or Services.
 - j. Post, upload or transmit: (i) any data, content or materials meant to market or advertise Program or products that are competitive with the Program, solicit any other Authorized Users of the Program for such purposes and/or use data, content or materials gathered from the Program for such purposes, (ii) any data, content or materials of any type that infringe or violate any rights of any party, including, but not limited to, any patent, copyright, trademark, trade secret or any proprietary or other right of Ecolab or a third party, (iii) any data, content or materials that are illegal, threatening, obscene, defamatory, harmful, invasive to privacy or otherwise violate the rights of Ecolab or a third party, and/or (iv) any disabling code (defined as computer code designed to interfere with the normal operation of the Program or Ecolab's or a third party's hardware or software) or any program routine, device or other undisclosed feature, including, but not limited to, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the Program or Ecolab's or a third party's hardware or software.
 - k. Use the Program for any benchmarking, monitoring or testing availability or performance, or any other competitive use, including, but not limited to, creating programs, products, services, technology or software that are substantially similar to the Program.
 - l. Modify, adapt, alter (except for any such modification, adaptation and/or alteration of Program reported information agreed in any Ecolab Standard Agreement), disassemble, decompile, decode, translate or convert into human readable form, or reverse engineer, all or any part of any Software, Documentation, Product or Service.
 - m. Decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or derive any

source code (or underlying ideas, algorithms, structure or organization), modify or create a derivative work of the Program by any means whatsoever.

- n. Distribute, disclose or allow use of any portion of the Program or your Account in any format through any timesharing device, service bureau, network or by any other means, to or by any third party.
- o. Use or access any data, content or materials for any purpose or in any manner other than real-time viewing (which prohibits, for example, screenshots, downloading and storing) unless expressly permitted by the features of the Program.
- p. Use or access the Program or any data, content or materials provided through the Program in violation of international, federal, state or local law or other applicable rules or regulations (including, without limitation, any laws regarding the export of data or software to and from the United States and other countries). If you access the Program from outside the United States, you do so at your own risk and you are solely responsible for compliance with laws of your jurisdiction.
- q. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Program, or which, as determine by us, may harm Ecolab or Authorized Users of the Program or expose them to liability.

9. **Term.** Unless otherwise agreed in any Ecolab Standard Agreement, these Terms shall commence on the Effective Date and continue for 12 months (the "Initial Term"), and shall auto-renew for successive one-year periods thereafter (each additional one-year period to be considered an "Extended Term" and together with the Initial Term, the "Term"), unless terminated at the end of the Initial Term or the end of an Extended Term upon at least 30 days written notice delivered prior to the end of such Initial Term or Extended Term, as applicable.

10. **Termination.** These Terms shall continue until terminated: (i) by Ecolab with seven (7) days' prior written notice to Customer for any reason or no reason; (ii) by Customer with 30 days' written notice to Ecolab prior to the end of the applicable Initial Term or Extended Term as set forth in Section 9; (iii) by Ecolab immediately in the event of a breach of the confidentiality or license provisions of these Terms by you or Customer; (iv) by Ecolab in the event of a breach of these Terms or any Ecolab Standard Agreement by Customer which remains uncured 30 days after written notice to the Customer. Upon the effective date of termination of these Terms, Ecolab will immediately cease providing the Program and all usage rights granted to Customer under these Terms, including but not limited to the License, will automatically terminate without any further action by Ecolab. If these Terms are terminated, Ecolab shall provide Customer a reasonable opportunity to remove Customer Data at Customer's sole cost; provided, that if Customer fails to remove such Customer Data within a reasonable time, not to exceed sixty (60) days following such termination, then Ecolab may retain or destroy such Customer Data without liability with respect thereto. Customer will assist Ecolab with expediting the retrieval of any Software, Documentation or Products that remain the ownership of Ecolab, and Customer will make same available to Ecolab for de-installation and removal. Returned Product must be in the same condition as when received by Customer, reasonable and ordinary wear and tear excepted. Termination shall not relieve Customer of its obligations under these Terms with respect to the payment of all fees and other expenses that have accrued up to and including the termination date or that Customer has agreed to pay. Any confidentiality and any indemnification, defense and hold harmless rights and obligations in these Terms, and any other right or obligation of the Parties hereunder that, by its nature, should survive termination or expiration of these Terms, will survive any expiration or termination of these Terms, including without limitation: Sections 3; 4; 5; 6; 8; 10; 12; 13; 14; 15; 16; 17; and 18 and the DPA.

11. **Fees and Taxes.** Ecolab shall charge a fee for the Program as set forth in the Ecolab Standard Agreement or as otherwise outlined in the specific Program proposal, details, work order, or similar documentation. Except as otherwise agreed between the Parties, all payments are due within 30 days following the invoice date. Without prejudice to its other rights and remedies, if Ecolab does not

receive any payment within 30 days from the date it is due, Ecolab may terminate the Program and/or, Subject to the terms of any Ecolab Standard Agreement, assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under Applicable Law, whichever is higher. Customer shall reimburse Ecolab for all reasonable costs related to any proceedings to collect any past-due amounts, including without limitation attorneys' fees and any collection agency cost. Ecolab reserves the right, at any time, to change any fees or charge fees for using the Program (or to begin charging fees for any free aspects of a Program), provided that such changes will not apply to fees or charges paid prior to the time of the change. We may charge Customer sales tax as applicable to the Program or any order placed through the Program. Customer will be responsible for all other taxes, levies, duties or similar charges.

12. **Rental and Purchase of Products.** You, on behalf of yourself and the Customer, agree to following terms and conditions for rental or use of Ecolab-owned products or other equipment, parts and/or items ("Equipment") in connection with Program: (a) Equipment shall remain the sole property of Ecolab; (b) Customer shall not use the Equipment with any materials or products other than those recommended or approved by Ecolab; (c) Customer shall not alter the Equipment or permit any third-party to alter or repair the Equipment without Ecolab's prior written authorization; (d) Customer assumes all risk of loss or liability arising from or pertaining to its possession, operation or use of the Equipment, and shall indemnify, defend and hold Ecolab and its Affiliates harmless from all Claims (as defined herein) arising from Customer's possession and use of the Equipment except to the extent damage to the Equipment is caused by Ecolab's or its Affiliates' negligence or willful misconduct. Upon termination of these Terms by either Ecolab or Customer, Customer shall return Equipment to Ecolab at Customer's sole expense in the same condition as received, ordinary wear and tear excepted. You, on behalf of yourself and the Customer, agree to promptly notify Ecolab in writing of any damage, loss or destruction of Equipment. In the event Equipment is lost, damaged or destroyed, Customer shall pay to Ecolab the cost of replacement, or of repair at Ecolab's standard charges then in effect.
13. **Ecolab Warranties.** EXCEPT TO THE EXTENT OTHERWISE AGREED IN THESE TERMS, THE PROGRAM, SOFTWARE, PRODUCTS, AND DOCUMENTATION ARE PROVIDED TO CUSTOMER "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS AND DEFECTS" WITHOUT WARRANTY OF ANY KIND.
14. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.**
- a. ECOLAB DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PROGRAM, SOFTWARE, PRODUCTS OR SERVICES OR THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE. THE WARRANTIES IN ARTICLE 13 ABOVE ARE THE EXCLUSIVE WARRANTIES FROM ECOLAB AND ECOLAB DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. ECOLAB PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATIONS OF ANY KIND THAT THE SOFTWARE, DOCUMENTATION, PRODUCT OR SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE EXTENT ANY PRODUCT OR SERVICE RUNS ON OR RELIES UPON ANY THIRD-PARTY PRODUCT OR SERVICE, ECOLAB SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR SUCH THIRD-PARTY PRODUCT OR SERVICE, VULNERABILITY OF, FLAW OF OR DOWNTIMES CAUSED BY SUCH THIRD-PARTY PRODUCTS OR SERVICES.
- b. CUSTOMER USES PROGRAM AT ITS OWN DISCRETION AND RISK. EXCEPT AND ONLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW, CUSTOMER WILL BE

SOLELY RESPONSIBLE FOR (AND ECOLAB DISCLAIMS) ANY AND ALL LOSS, LIABILITY OR DAMAGES RESULTING FROM CUSTOMER'S USE OF THE SOFTWARE, DOCUMENTATION, PRODUCTS AND SERVICES INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE OR LOSS TO CUSTOMER'S COMPUTER SYSTEMS, SOFTWARE, WATER TREATMENT SYSTEMS, HEATING AND COOLING SYSTEMS AND OTHER ASSETS, PROPERTY OR ITEMS AT THE LOCATION.

- c. UNLESS PROHIBITED OR RESTRICTED BY LAW, ECOLAB'S AND ITS AFFILIATES, INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS, CUMULATIVE AGGREGATE LIABILITY FOR CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS SHALL NOT EXCEED THE AGGREGATE FEES PAID BY CUSTOMER TO ECOLAB DURING THE TRAILING SIX-MONTH PERIOD PRIOR TO THE DATE ANY SUCH CLAIM AROSE.
- d. UNLESS PROHIBITED OR MODIFIED BY LAW AND EXCEPT FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, AND FRAUD, NEITHER ECOLAB, NOR ITS AFFILIATES NOR ANY OF ITS RESPECTIVE LICENSORS OF ECOLAB, WILL BE LIABLE TO YOU OR TO CUSTOMER FOR ANY INDIRECT, ECONOMIC, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR, WHETHER DIRECT OR INDIRECT, ANY LOST PROFITS, LOSS OF BUSINESS REVENUES OR EARNINGS, LOSS OF USE, LOSS OR CORRUPTION OF DATA, LOSS OF SAVINGS, LOSSES BY REASON OF COST OF CAPITAL, A FAILURE TO REALIZE EXPECTED SAVINGS OR DELAYS, LOSS OR INTERRUPTION OF SERVICE, SYSTEMS OR SYSTEMS SERVICE FAILURES, MALFUNCTION OR SHUTDOWN, OR FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, DOCUMENTATION, PRODUCTS OR THE FAILURE TO TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR ANY BREACHES IN SYSTEM SECURITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, OR IN CONNECTION WITH THE PROGRAM OR ACTIONS UNDER THESE TERMS, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO ECOLAB, AND REGARDLESS OF WHETHER A CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), VIOLATION OF ANY APPLICABLE UNFAIR OR DECEPTIVE TRADE PRACTICES ACT, OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE.

15. Indemnity.

- a. Without limiting Customer's obligations set forth in this Agreement, Customer shall defend, indemnify and hold harmless Ecolab and its Affiliates, and their officers, directors, employees and representatives, from and against all claims, judgments, damages, liabilities, actions, demands, costs, expenses, or losses, including, without limitation, reasonable attorneys' fees and costs related thereto ("Claim"), to the extent resulting from, arising out of, or in connection with or related to: (i) Customer's, its Authorized User or Customer's Affiliate's, and your, use, misuse, or access of the Program, Software, Deliverables, Products or Services or materials or information related thereto; or (ii) violation of any Applicable Law by Customer, its Affiliates, you, or any other third party on behalf of Customer. Customer's obligations under this Section 15 will not apply to the extent any Claims are the result of Ecolab's gross negligence or willful misconduct. Customer will promptly notify Ecolab in writing of the respective Claim, and will permit the Customer to investigate, settle, defend and solely control such defense or settlement, provided that such settlement does not impose obligations upon Ecolab. Ecolab will reasonably cooperate, at Customer's cost, in the investigation and defense of such matters. Ecolab will have the right, but not the obligation, to be represented by counsel of its own selection and at its own sole expense.

- b. If a credible claim is made by a third party that the Software, Documentation, Products or Services or any portion thereof infringes a U.S. patent, copyright, trademark or misappropriates a trade secret, upon receipt of Customer's notice of such Claim, Ecolab will have the option, in its sole discretion, to (i) replace such Software, Documentation, Product or Service with software, documentation, product or service that is non-infringing; (ii) modify such Software, Documentation, Product or Service to make it non-infringing; or (iii) remove such Software, Documentation, Product or Service and refund to Customer all applicable fees paid to Ecolab after deduction of an appropriate charge based on use by Customer prior to such removal of such Software, Documentation, Product or Service. The foregoing is your and Customer's sole remedy, and Ecolab's sole responsibility, for any Claim of third-party infringement based on the Software, Documentation, Products or Services. The foregoing shall not apply in the event any Claim arises out of (a) any Software, Documentation, Products or Services that have been altered or modified by any party other than Ecolab or (b) the use of any product in combination with other equipment and materials not furnished directly by Ecolab.
 - c. Notwithstanding anything to the contrary herein, Ecolab will have no liability for any Claim based on or relating to: (i) Customer Data as provided or made available by Customer; (ii) any modification of the Program including Software, Documentation, Products or Services not authorized in writing by Ecolab; or (iii) the use of the Program Software, Documentation, Products and/or Services other than in accordance with these Terms.
- 16. **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under these Terms, in each case whether voluntarily, involuntarily, by operation of law, merger, change of control, consolidation, reorganization or otherwise, without Ecolab's prior written consent, which consent Ecolab may give or withhold in its sole discretion. No delegation or other transfer will relieve Customer of any of its obligations or performance under these Terms. Ecolab may assign all or part of these Terms without Customer's consent. Ecolab is expressly permitted to utilize subcontractors which may include the disclosure to a subcontractor of Customer Data, provided that such subcontractor has agreed to reasonable means to keep Customer Data confidential.
- 17. **Intellectual Property.** Without limiting Customer's obligations set forth in any Ecolab Standard Agreement or these Terms, Customer shall promptly notify Ecolab if Customer becomes aware of any infringement of Ecolab's Intellectual Property Rights in Software, Documentation, Products or Services and fully cooperate with Ecolab in any legal action taken by Ecolab to enforce its Intellectual Property Rights.
- 18. **General.**
 - a. Unless otherwise agreed in writing, to the extent any terms or conditions of these Terms vary from or conflict with any preexisting Ecolab Standard Agreement between the Parties, the terms and conditions of such Ecolab Standard Agreement shall govern and have precedence with respect to the matters covered by these Terms, including without limitation the Program, Software, Documentation, Products or Services. In the event of a conflict between the terms of any Ecolab Standard Agreement and these Terms including the DPA and any other terms, the terms in the following order shall govern over terms contained in subsequent documents: portions of any Ecolab Standard Agreement that expressly calls out the particular sections or provisions in these Terms that are intended to be amended shall control and take precedence, followed by these Terms, the remainder of any Ecolab Standard Agreement and the DPA, and finally any other mutually agreed terms. You agree that any representations and warranties made by you together with any covenants or obligations you have assumed, in these Terms shall be made jointly and severally with Customer.
 - b. Neither you nor Customer, on the one hand, and Ecolab, on the other hand, will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform any or all part of these Terms if such delay or failure is caused, in whole or in part, by events or occurrences or causes beyond the reasonable control and without the gross negligence of the

applicable Party (each such event, "Force Majeure"). Such events and occurrences would include, without limitation, acts of God, strikes, lock outs, riots, acts of war, earthquakes, fires, pandemics, and explosions. For the avoidance of doubt, Customer's inability to pay the applicable fees to Ecolab for any reason shall not constitute an event of Force Majeure.

- c. These Terms shall in all respects as to its validity, interpretation, construction and enforcement be governed by and construed in accordance with the laws of the State of Minnesota without regard to the conflicts of laws rules, provisions or statutes of any jurisdiction. In the event a dispute arising under these Terms results in litigation, the non-prevailing Party shall pay the court costs and reasonable attorneys' fees of the prevailing Party. The Parties agree that the exclusive jurisdiction for resolution of any disputes arising out of or in connection with the execution, performance and/or termination of these Terms shall be competent courts in the State of Minnesota. The Parties agree that the U.N. Convention on Contracts for the International Sale of Goods will not apply to these Terms.
- d. Notice to Ecolab: Any notice or other communication required or permitted hereunder shall be given in writing to Ecolab at 1 Ecolab Place, St. Paul, Minnesota, 55102 USA, Attn: General Counsel, or at such other addresses as shall be given by Ecolab to Customer in writing. Such notice shall be deemed to have been given when (a) delivered personally, (b) sent via certified mail (return receipt requested) (c) sent via cable, telegram, telex, email, telecopier, fax (all with confirmation of receipt), or (d) by recognized air courier service. Notice to Customer: Ecolab may provide any notice to Customer using electronic means, whether through the Program or email. Notices sent by email shall be deemed to have been given when Ecolab sends the email and notices sent via the Program shall be deemed given when posted. If Ecolab sends notice by email, it shall use the email address affiliated with your Account.
- e. To the extent any Ecolab Standard Agreement between you or Customer on one hand and Ecolab on the other is not previously in effect, these Terms shall constitute all of the terms and conditions agreed upon by you, Customer, and Ecolab with respect to Program, though these terms may be superseded by a separate, signed agreement that specifically indicates that it supersedes these Terms.
- f. Notwithstanding the provisions of Section 18(a) hereof, the Parties agree that these Terms (excluding the fees for the remainder of the annual subscription) may be modified at any time by Ecolab by posting a revised version on this web page (and appropriately linked on the Program login or other pages upon which these Terms previously appeared), or by otherwise notifying you in accordance with Section 18(d) above. The modified terms will become effective, unless otherwise agreed in these Terms or the Ecolab Standard Agreement, upon posting, or, if Ecolab notifies Customer via another method, as stated in such message. By continuing to use the Products or Services after the effective date of any amendments or modifications to these Terms, Customer agrees to be bound by the modified terms.