

**RIVIDOR INC.
PLATFORM TERMS AND CONDITIONS**

These Platform Terms and Conditions (**Terms**) set forth the terms and conditions governing the Order Form between Rividor Inc. (**Rividor**) and the applicable Customer (as such terms are defined below).

1. DEFINITIONS

For the purposes of these Terms and the applicable Order Form (together, the **Agreement**) and all related documents, the capitalized terms set forth below and not otherwise defined herein shall have the following meanings:

Account: the individual account(s) associated with the Platform, which enables Users to access and use the Platform. Customer gains access to at least one (1) administrator Account to control the details of this Agreement and the use of the Platform and to assign and manage Users.

Confidential Information: the terms and conditions of this Agreement, all information in Accounts, Customer Data and any information that is clearly identified in writing at the time of disclosure as confidential or that should be reasonably understood to be confidential by the receiving Party given the nature of the information and the circumstances of its disclosure.

Customer: the customer set forth in the applicable Order Form.

Customer Data: any content, Inputs, Outputs, materials, data, images, notes and information uploaded or entered on or generated by the Platform by or on behalf of Customer or Users.

Effective Date: the effective date of the applicable Order Form.

Fees: the applicable fees to be paid by Customer to Rividor for the use of the Platform and any applicable Services, as described in the applicable Order Form.

Input: the Customer Data and other information input into the Platform or otherwise provided to Rividor.

Intellectual Property Rights: all copyrights, neighboring rights, database rights, patent rights, trademark rights, trade name rights, design rights, trade secret rights, rights in domain names, rights or publicity, rights of privacy, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, related dependent or ancillary rights and priority or goodwill rights and all similar or equivalent rights or forms of protection in any part of the world.

Order Form: Rividor's written proposal, order form, statement of work, work order or similar document provided to Customer regarding this Agreement. All Order Forms are subject to these Terms and shall be effective upon execution by both Parties.

Output: the output from the Platform, which may consist of reports and other content in respect of Customer's environmental, health, and safety practices and procedures.

Party or **Parties:** each of Rividor and Customer may be referred to as a **Party**, and collectively as the **Parties**.

Platform: the platform identified on the applicable Order Form that is accessible through Rividor's online software as a service solution.

Services: the provision of the Platform and any other services that Rividor may provide to Customer as set forth in an applicable Order Form.

Subscription Term: the applicable subscription term as described in the applicable Order Form.

Support: the support made available to Customer by Rividor for the use of the Platform, as further described in Section 8.

Trial Term: any trial term described in the applicable Order Form.

User: an employee of Customer or other person authorized by Customer's administrator Account to access and use the Platform on behalf of Customer.

2. APPLICABILITY

2.1 These Terms apply to this Agreement and the use of the Platform by Customer and its Users.

2.2 Any general (purchase order) conditions of Customer, are hereby expressly rejected.

2.3 In the event of inconsistencies between these Terms and an Order Form that is confirmed by both Parties in writing, the provisions of the confirmed Order Form shall prevail.

3. PROPOSALS, AGREEMENTS AND NOTIFICATIONS

3.1 All proposed Order Forms are non-binding and, unless otherwise declared by Rividor in writing, valid for a period of thirty (30) days after the date thereof.

3.2 This Agreement is established when Customer and Rividor both execute an applicable Order Form in writing. Rividor reserves the right to withdraw or modify any proposed Order Form without any liability to Customer as long as Customer has not executed the Order Form.

3.3 All notifications relating to this Agreement shall be made in writing to the Parties at the respective addresses contained in an applicable Order Form.

4. RIGHT OF USE AND LIMITATIONS

4.1 Use of Platform. Subject to Customer's compliance with the terms of this Agreement and for the Subscription Term, Rividor grants to Customer the non-transferable, non-exclusive right to permit Users to access and use the Platform within the usage rights specified in an applicable Order Form.

4.2 Services. Subject to the terms and conditions of this Agreement and an applicable Order Form, Rividor shall use commercially reasonable efforts to perform the Services.

4.3 Customer Data. To make the Platform available to Customer, and subject to the terms and conditions of this Agreement, Customer hereby grants to Rividor a non-exclusive right to use, copy, distribute and display Customer Data solely in connection with Rividor's operation of the Platform on Customer's behalf. Rividor will process and store Customer Data in accordance with this Agreement. All Customer Data will be encrypted in transit and at rest and shall be logically separated in a database from data of any other customer of Rividor. Rividor will only use Customer Data as necessary to provide Services to Customer, to comply with applicable law, and as otherwise permitted by this Agreement. Rividor takes no responsibility and assumes no liability for Inputs that are provided to Rividor or

uploaded or entered on the Platform by Customer. Customer is solely responsible for its Input, including ensuring that it does not violate any applicable law. Customer warrants and represents that it owns, controls, or has otherwise lawfully obtained all of the rights, permissions, or consents to grant all rights and assignments as set forth herein including as required for Rividor to provide the Platform and Output.

4.4 **Restrictions.** Customer may not, directly or indirectly, (a) reverse engineer, decompile, modify, disassemble or otherwise attempt to discover or make derivative works of the source code, underlying ideas, underlying user interface techniques or algorithms of the Platform by any means whatsoever; (b) cause undue strain or stress on the Platform through excessive or other non-standard use; (c) use the Platform for any purpose outside of the intended design and implementation of Customer's authorized use of the Platform; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource or otherwise commercially exploit or make the Platform available to any third party; or (e) replicate or use any aspect of the Platform for any purpose designed or intended to compete with Rividor's solutions. Any information supplied by or obtained by Customer may not be disclosed to any third party or used to create any software as a service or software which is substantially similar to the Platform.

4.5 **Access Credentials.** The Platform login details may not be shared with, used by or transferred to any third party without the written consent of Rividor. Customer shall be responsible for safeguarding its Account credentials, and shall be responsible for any activity on the Platform through use of Customer's Account credentials.

5. FEES AND PAYMENT TERMS

5.1 **Fees.** Customer shall pay to Rividor the Fees set out in the applicable Order Form or otherwise agreed in writing between the Parties. The Fees are payable in advance, irrevocable and non-refundable, except as set forth in this Agreement.

5.2 **Fee Changes.** Rividor reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the initial Subscription Term or then current renewal term, upon at least thirty (30) days prior written notice to Customer.

5.3 **Invoicing.** Customer agrees to provide Rividor with complete and accurate billing and contact information. Rividor will invoice Customer as set forth in the applicable Order Form and thereafter in advance of the relevant billing period as set out in the Order Form. All such amounts invoiced will be due within thirty (30) days of Customer's receipt of such invoice.

5.4 **Billing Disputes.** If Customer believes that Rividor has billed Customer incorrectly, Customer must contact Rividor no later than thirty (30) days after the date of the invoice in which the error or problem appeared. The Parties will attempt to resolve any billing disputes in good faith.

5.5 **Late Payments.** Unpaid amounts are subject to an interest charge of 1.5% per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

5.6 **Taxes.** All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable sales, use, GST, withholding, or

value-added taxes (VAT), which will be added to those amounts and payable by Customer to Rividor.

5.7 **Suspension.** Rividor reserves the right, in its discretion, to suspend Customer's access to the Platform in the event that any payment is due but unpaid and Customer has been requested but failed to cure such payment failure. Customer agrees that Rividor shall not be liable to Customer nor to any third party for any suspension of Customer's access to the Platform resulting from Customer's non-payment of Fees.

6. THIRD PARTY SOFTWARE

Customer acknowledges that the Platform may incorporate certain third party software which may be governed by separate licenses, which may be found or identified in the Platform. Those separate licenses are incorporated by reference into this Agreement and Customer agrees to the terms and conditions of such licenses. Customer shall not, and shall not attempt to, modify or combine the Platform and/or any third party software in any manner that could cause the Platform to become subject to the terms of any license that applies to third party software.

7. PLATFORM WARRANTY AND UPDATES; DISCLAIMER

7.1 **Platform.** Rividor will use commercially reasonable efforts in accordance with applicable industry standards to provide and maintain the Platform in a manner that minimizes errors and interruptions. Rividor makes no further warranty, unless otherwise agreed in writing.

7.2 **Errors.** During the Subscription Term, Rividor will use commercially reasonable efforts to correct any faults on the Platform within a reasonable period of time provided that Customer has provided Rividor with a detailed written description of the faults in question. Rividor is entitled to install temporary solutions, workarounds or other restrictions on the Platform that may or may not temporarily circumvent the problem.

7.3 **Updates.** Rividor will only make available to Customer, at no cost, any updates and/or upgrades to the Platform that Rividor also makes available to its other customers in general, including all improvements, new versions, new functionality, updates, upgrades, patches and/or fixes.

7.4 **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7, TO THE MAXIMUM EXTENT PERMITTED BY LAW, RIVIDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND ALL WARRANTIES ARISING OUT OF USAGE IN TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE. Rividor further disclaims any warranty that (a) the Platform will meet Customer's requirements or will be continuously available, uninterrupted, timely, secure or error-free; (b) the results that may be obtained from the use of the Platform will be effective, accurate or reliable (e.g., the information viewed through the Platform may contain errors or inaccuracies and may not be complete or current); (c) the quality of the Platform will meet Customer's expectations or legal requirements; or (d) any errors or defects in the Platform will be corrected.

7.5 **Artificial Intelligence Technologies.** The Platform includes features and functionalities supported by artificial intelligence (**AI**) technologies. While efforts have been made to ensure the quality and reliability of the Platform, there may be limitations,



inaccuracies or biases present, which are beyond the reasonable control of Rividor. DUE TO THE NATURE OF MACHINE LEARNING, OUTPUT MAY NOT BE UNIQUE ACROSS USERS AND THE PLATFORM MAY GENERATE THE SAME OR SIMILAR OUTPUT FOR OTHER USERS. USE OF THE PLATFORM MAY RESULT IN INCORRECT OUTPUT. CUSTOMER MUST EVALUATE THE ACCURACY OF ANY OUTPUT AS APPROPRIATE FOR CUSTOMER'S USE CASE, INCLUDING BY USING HUMAN REVIEW OF THE OUTPUT. CUSTOMER UNDERSTANDS AND AGREES THAT OUTPUT MAY CONTAIN "HALLUCINATIONS" AND MAY BE INACCURATE, OBJECTIONABLE, INAPPROPRIATE, OR OTHERWISE UNSUITED TO CUSTOMER'S PURPOSE, AND CUSTOMER AGREES THAT RIVIDOR SHALL NOT BE LIABLE FOR ANY DAMAGES CUSTOMER OR ANY THIRD PARTY ALLEGES TO INCUR AS A RESULT OF OR RELATING TO ANY OUTPUT OR OTHER CONTENT GENERATED BY OR ACCESSED ON OR THROUGH THE SERVICE. ALL OUTPUT IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

8. SUPPORT

Rividor offers Support to Customer, meaning that Rividor provides support by giving Customer and its Users access to specific online user guides, knowledge bases and self-help resources regarding the use of the Platform. Furthermore, Customer may at any time submit requests to the helpdesk for basic support by emailing support@rividor.com. A first response will be received within forty-eight (48) hours of receipt of an email on business days during Eastern U.S. time.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Platform/Services. Rividor shall retain all right, title and interest (including all Intellectual Property Rights) in and to the Platform and Services (including application development, business and technical methodologies, and implementation and business processes, used by Rividor to develop, arising out of the Services or to provide the use of the Platform), and any and all updates, upgrades, enhancements, customizations, revisions, modifications, future releases and any other changes relating to any of the foregoing. Except for the limited access and use rights granted pursuant to this Agreement, Customer does not acquire any interest in the Platform. For clarity, such rights shall not extend to any Customer Data.

9.2 Cooperation and Feedback. Customer shall provide cooperation and assistance to Rividor in Rividor's efforts to support Customer's use of the Platform, including as specified in an applicable Order Form. To the extent set forth in an Order Form, Customer agrees to provide Rividor with periodic data and reports reasonably requested by Rividor, including but not limited to (a) a description of the results of Customer's use of the Platform, including any defects found in the Platform, and any information necessary for Rividor to evaluate such defects; (b) any recommendations by Customer for changes or modifications to the Platform; and (c) other suggestions, comments, information, questions, data, ideas, description of processes or other information to Rividor in respect of the Platform, its functionality and/or performance (collectively, **Feedback**). Rividor shall own all right, title and interest in and to such Feedback (and Customer hereby makes and agrees to make all assignments necessary to achieve such ownership).

9.3 Customer Data and Output. Except for the limited access and use rights granted pursuant to this Agreement, Customer

shall retain all right, title and interest (including all Intellectual Property Rights) in and to all Customer Data and Output. Customer shall have the right to use, modify, display, distribute, and create derivative works based on the Output for any purpose, without any additional fees or restrictions. Subject to this Agreement, Customer may use Output for any lawful purpose, provided that Customer acknowledges and agrees that Customer's use of the Platform does not transfer to Customer ownership of any Intellectual Property Rights in the Platform.

9.4 Anonymized Data. Notwithstanding anything to the contrary in this Agreement, Rividor may collect, use, analyze, and otherwise process any data or information derived from Customer Data or Customer's use of the Platform, provided such data is aggregated and/or anonymized so that it does not identify Customer, any individual, or Customer's Confidential Information (**Anonymized Data**). As between Rividor and Customer, all right, title and interest in and to such Anonymized Data shall belong to and be retained solely by Rividor. Rividor may use Anonymized Data for any lawful purpose, including but not limited to analytics, benchmarking, training of artificial intelligence and machine learning models, product improvement, development, research, and marketing, and may make Anonymized Data publicly available in compliance with applicable law, provided that such Anonymized Data does not identify Customer, any individual or Customer's Confidential Information.

9.5 Publicity. Upon Rividor's written request, Customer shall cooperate with Rividor to develop a case study report regarding Customer's use of the Platform. Rividor may publicly disclose such case study report, subject to Customer's prior written approval (not to be unreasonably withheld, conditioned or delayed). In addition, Rividor may use Customer's name and logo on Rividor's website to indicate that Customer is a customer of Rividor.

10. CONFIDENTIAL INFORMATION

Each Party agrees: (a) to receive and maintain in confidence all Confidential Information disclosed to it by (or on behalf of) the other Party; (b) not to use the Confidential Information of the other Party except to the extent necessary to perform its obligations or exercise rights under this Agreement; (c) to limit the internal dissemination of Confidential Information to those employees and contractors of the recipient who have a need to know and an obligation to protect it; and (d) to protect the confidentiality of Confidential Information in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). The recipient Party may disclose Confidential Information on a need-to-know basis to its employees, contractors and representatives who have enforceable obligations requiring them to maintain such information in strict confidence and use it only to facilitate the performance of this Agreement. Confidential Information shall not include information that: (i) is known publicly at the time of disclosure; (ii) is generally known in the industry before disclosure; (iii) has become known publicly, without fault of the recipient Party, subsequent to disclosure by the disclosing Party; (iv) the recipient Party becomes aware of from a third party not bound by non-disclosure obligations to the disclosing Party and with the lawful right to disclose such information to the recipient Party; or (v) is independently developed by the recipient Party without use of the Confidential Information of the disclosing Party. This Section 10 will not be construed to prohibit the disclosure of

Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority, provided that the recipient Party gives the disclosing Party prompt notice of the receipt of any subpoena or other similar request for such disclosure.

11. DATA SECURITY

11.1 Compliance. The Parties will at all times comply with their legal obligations with respect to the protection of personal data that may be submitted to the Platform.

11.2 Security Program. Rividor will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) protect the Platform and Customer's Customer Data against accidental or unlawful loss, access or disclosure; (b) identify reasonably foreseeable and internal risks to security and unauthorized access; and (c) minimize security risks, including through regular risk assessments and testing. To the extent Rividor maintains any third-party certifications or audit reports regarding its information security program, Rividor will provide copies of such certifications or reports to Customer upon reasonable request.

12. INDEMNIFICATION

Customer agrees to indemnify, defend and hold Rividor and its affiliates and licensors harmless against any liabilities, damages and costs (including reasonable attorneys' fees) payable to a third party arising out of a third-party claim related to (a) use of the Platform in violation of this Agreement; or (b) any Customer Data.

13. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL RIVIDOR BE LIABLE FOR (A) ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES; OR (B) AMOUNTS IN THE AGGREGATE IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO RIVIDOR FOR ACCESS TO AND USE OF THE PLATFORM IN THE SIX (6)-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE, WHETHER ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE THE PLATFORM, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF RIVIDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. TERM AND TERMINATION

14.1 Term. Unless earlier terminated in accordance with this Section 14, this Agreement and the rights granted hereunder shall be effective as of the Effective Date and shall continue through the Subscription Term specified on the Order Form. This Agreement will automatically renew for additional periods as specified on the Order Form unless a Party provides the other written notice of its intention not to renew at least thirty (30) days prior to the end of the then-current term.

14.2 Termination. At any time prior to the end of the Trial Term (if a Trial Term is specified in the Order Form), either Party may terminate this Agreement by written notice to the other Party. If neither Party provides such notice, the Subscription Term shall

continue immediately after the end of such Trial Term. Either Party may terminate this Agreement as a result of a material breach of this Agreement by the other Party, if (a) such Party provides written notification to the other Party of the material breach; and (b) such material breach is not resolved within thirty (30) days after receipt of such notification, or, in the case of a failure to pay Fees in a timely manner by Customer, after a ten (10)-day late payment period.

14.3 Effects of Termination. In the event of termination of this Agreement for any reason, Customer's access and use of the Platform shall cease immediately. Contingent upon receipt of all due Fees and any additional charges (if any), Customer may, for a period of thirty (30) days following termination, arrange for the retrieval/downloading of Customer Data by downloading all Customer Data or by contacting Rividor. Following such thirty (30)-day period, Rividor will permanently delete all Customer Data unless required otherwise by applicable law.

14.4 Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, intellectual property ownership, indemnification obligations, warranty disclaimers, and limitations of liability. Each Party's termination rights are in addition to any suspension rights it may have under this Agreement.

15. GENERAL PROVISIONS

15.1 Entire Agreement. This Agreement is the complete and exclusive statement of the agreement between Rividor and Customer which supersedes any proposal or prior agreement, whether oral or written, and any other communications between Rividor and Customer relating to the subject matter of this Agreement.

15.2 Force Majeure. Except for Customer's obligation to pay Rividor, neither Party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by an event of Force Majeure. **Force Majeure** means any event or condition beyond the reasonable control of either Party which prevents, in whole or in material part, the performance by one of the Parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy or other supplies, epidemics, pandemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion, or any refusal or failure of any governmental authority to grant any export license legally required.

15.3 Governing Law. This Agreement and all matters arising out of or in connection with this Agreement shall be interpreted, construed and governed exclusively in accordance with the laws of the State of Delaware, United States, without regard to its conflicts of law rules or any enactment of the Uniform Computer Information Transactions Act or the UN Convention on the International Sale of Goods.

15.4 Dispute Resolution. In case of any disputes arising out of or relating to this Agreement, Rividor and Customer shall endeavor to settle such disputes amicably. If Rividor and Customer are unable to, the dispute shall be exclusively

submitted to the jurisdiction of the competent courts of Delaware, United States.

15.5 Assignment. Neither Party shall assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, to any third party without the other Party's prior written consent. Notwithstanding the foregoing, each Party shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect. This Agreement will bind and inure to the benefit of both Parties and their respective heirs, personal and legal representatives, affiliates, successors and permitted assigns.

15.6 Remedies. In the event of a breach or threatened breach of this Agreement by either Party, the other shall have all applicable equitable as well as legal remedies.

15.7 Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership or joint venture

relationship between the Parties hereto. Neither Party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

15.8 Waiver & Modification. The failure by either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach of this Agreement will not be deemed a waiver by that Party as to the subsequent enforcement of rights or subsequent actions in the event of future breaches. Except as otherwise provided herein, no modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both Parties.

15.9 Severability. If, for any reason, any provision of this Agreement is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall continue in full force and effect to the fullest extent allowed by law.