

ECOLAB 3D™ DIGITAL PROGRAM GENERAL TERMS AND CONDITIONS (EU)

You have elected to subscribe to or procure one or more Ecolab Digital Programs, as defined below, from Ecolab Inc. or one or more of its Affiliates (“Ecolab”). These Ecolab 3D™ Digital Program General Terms and Conditions (EU), including Annex A “Equipment” and, to the extent applicable, Annex B “Data Processing Agreement” (the “General Terms and Conditions”), form a part of the Program Agreement executed between Customer and Ecolab or its Affiliate (the “Agreement”), when these General Terms and Conditions are referenced in such Program Agreement or by using any Ecolab 3D™ Digital Program or clicking the check box presented upon accessing any Ecolab 3D™ Digital Program. Your access and use of the Program constitutes your agreement to be bound by these General Terms & Conditions and any additional terms Ecolab may provide. You represent and warrant that you have the right, authority and capacity to accept and agree to these General Terms and Conditions. Capitalized terms used herein, without definition, shall have the same meanings as provided in the Agreement.

Ecolab may update these General Terms and Conditions 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 Agreement, do not materially adversely affect the features or functionality of Program. These General Terms and Conditions apply solely to Program and to no other product or services between Ecolab and Customer.

1. **Definitions.** Capitalized terms shall have the definition set forth herein including:
 - a. “Affiliate” shall mean any other person that directly, indirectly controls or is controlled by or is under common control with the person specified. “Control” means possession, directly or indirectly of the power to direct or cause the direction of the management or policies of a person, whether through ownership by contract or otherwise.
 - b. “Beta Testing” means the testing of the Program, Software, Products, Services, Deliverables and/or related materials, including documentation and information, as a pre-release copy for the purposes of testing and evaluating the performance of the Program, Software, Products, Services and/or Deliverables.
 - c. “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 the Agreement.
 - d. “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 cannot be reverse-engineered such that it can be so identified; and (ii) any general information or insight that is derived by or on behalf of Ecolab in connection with the Program or the Agreement.
 - e. “Documentation” means all documentation and other materials related to the Software and provided by Ecolab to Customer, 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.
 - f. “Program” or “Digital Program” means the program service offering identified in the Agreement which are provided in Software, Documentation, Products and/or Services.
 - g. “Intellectual Property Rights” means any and all intellectual property or proprietary rights 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.
 - h. “Intended Purposes” mean only the purposes of the Software, Products or Services as described in any Documentation or the Agreement.
 - i. “Licensed Locations” means the Customer’s Licensed Locations as identified in the Agreement.
 - j. “Product” and “Products” means the Program licensed (not sold) Product(s) identified in the Agreement.

- k. "Service" and "Services" means the Program licensed Service(s) identified in the Agreement and including any Deliverables.
- l. "Software" means the software program(s) of 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 the Agreement. Ecolab is not obligated to update, upgrade, enhance or improve Software.

2. Program License; Confidentiality and Customer Data License.

- a. Program License. Subject to the terms and conditions of the Agreement, Ecolab grants Customer a non-exclusive, limited, nontransferable, non-assignable, non-sublicensable, revocable license during the Term to access and use the Software, Documentation, Products and/or Services solely for Customer's internal business purposes at the Licensed Locations and for the Intended Purposes.
- b. Provision of Products or Services or Access to Products or Services. Ecolab will provide or make available the Software to Customer for download on approved devices for licensed use pursuant to the Agreement or for access through the use of such approved devices.
- c. Beta Testing. During any period of time identified in the Agreement in which Customer is authorized to use the Program, Software and/or Deliverables for Beta Testing, unless otherwise agreed in the Agreement, Customer agrees to exercise reasonable efforts to report to Ecolab any flaws, errors or imperfections discovered in the Program or Software or other materials. Customer understands that prompt and accurate reporting is the purpose of the Beta Testing and undertakes to use commercial reasonable efforts to provide frequent reports on all aspects of the Program, Software and Deliverables, both positive and negative, and acknowledges that any improvements, modifications and changes arising from or in connection with the Beta Testing remain and become the exclusive property of Ecolab. Unless otherwise agreed in the Agreement, during the period of Beta Testing, Ecolab is not obligated to provide any maintenance, technical support for pre-release software. Customer acknowledges that Ecolab may make modifications or changes to the Program and Software at any time during Beta Testing and without notice. Ecolab shall have no obligation to make a commercial version of any pre-release Program or Software available to anyone in the future.
- d. Reservation of Rights; Restrictions. Ecolab reserves all rights not specifically granted to Customer under the Agreement. Customer shall not: (i) use 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 the Agreement; (ii) permit any other person (other than its Affiliates identified in the Agreement) to use the Software, Documentation, Products or Services; (iii) distribute any Software, Documentation, Product or Service without Ecolab's prior written approval; (iv) modify, adapt, alter (except for any such modification, adaptation and/or alteration of Program reported information agreed in the 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; (v) create any derivative works, improvements, modifications of the Software, Documentation, Product or Service or any functionally compatible or competitive software, documentation, products and/or services; (vi) use, gain access or have any rights to any source code or any object code, nor shall Customer attempt to obtain such source code or object code; (vii) remove, delete, alter or obscure any copyright or other Intellectual Property Rights notices on any Software, Documentation, Product or Service, or any label or storage media for any Software, Documentation, Product or Service, including any copy thereof; (viii) except as permitted pursuant to the terms of the Agreement, copy the Software or Documentation, in whole or in part; (ix) use the Software, Documentation, Products or Services in the operation of a service bureau, time sharing or hosting purposes or otherwise use the Software, Documentation, Products or Services for the benefit of third parties; (x) disclose information or analysis (including without limitation benchmarks) regarding the quality or performance of the Software, Documentation, Products or Services; or (xi) use Software, Documentation, Products or Services in violation of any United States, Federal or State, or Foreign, laws, rules or regulations. Customer shall ensure that Ecolab's Intellectual Property Rights notices are not disabled and remain conspicuously displayed on the screen during the set-up and start-up routines of the Software, Products and Services.

- e. Title/Ownership. Customer acknowledges that, except for the foregoing 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. Customer agrees that, as between it and Ecolab, Ecolab owns all right, title and interest in and to the Software, Documentation, Products and Services, as well as derivatives, versions, releases, updates, modifications, improvements or changes thereto, no matter who makes or suggests such things. Except where applicable law requires otherwise, Customer will neither, during or after the Agreement, contest nor challenge the ownership or validity of Ecolab's rights in the Software, Documentation, Products and Services.
- f. Confidentiality. Customer acknowledges that the non-public aspects of the Software, Documentation, Products and Services are confidential information of Ecolab, and Customer will not disclose such confidential information or any of Customer's use thereof, including without limitation Beta Testing results, to any third party, or use such confidential information for any purpose not authorized herein, except that this restriction does not apply to matters in the public domain other than as a consequence of a breach of confidentiality obligations, is established by Customer's documents having been known by Customer prior to its sharing by Ecolab with Customer, or to disclosures required by law, provided that Customer provides Ecolab prompt advance notice of the proposed disclosure and a reasonable opportunity for Ecolab to object to or limit the extent of any such disclosure. Customer will maintain the confidentiality of the Program, Software, Deliverables and information relating thereto with at least the same degree of care that Customer uses to protect its own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances. Customer acknowledges that its failure to comply with the provisions of this subsection will cause irreparable harm to Ecolab which cannot be adequately compensated for in damages, and accordingly acknowledges that Ecolab will be entitled, in addition to any other remedies available to it, to preliminary and permanent injunction relief to restrain any anticipated, present or continuing breach of this subsection. The restrictions and obligations under this clause concerning confidentiality shall expire five (5) years from the expiration or termination date of the Agreement; provided, that Customer's obligations of confidentiality and non-use relating to trade secrets, code, algorithms or know-how, will survive expiration of the Agreement forever.
- g. Suspension of Program License. Ecolab may suspend the foregoing license and suspend Customer's use of the Software, Documentation, Products and/or Services, if in Ecolab's reasonable determination, Customer's use exceeds the Intended Purposes, licensed use, or if Customer materially breaches the Agreement and in accordance with Section 4(c) below.
- h. Third Party Technology. The Software 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 the Agreement (the "Third-Party Technology"). Customer acknowledges and agrees that Third-Party Technology is appropriate and necessary for use with the Software, Products and Services and Customer's right to use such Third-Party Technology is governed by the terms of the Third-Party Technology license agreements and not under the Agreement. If Software, Products and/or Services includes data and/or software from third parties and requires Ecolab to pass additional terms through to Customer, access to such terms will be provided in connection with the access, download, opening or use of Software, Product or Service, and such additional terms will apply. Usage of such Software, Product or Service is deemed to constitute acceptance of such additional terms. Any breach by Customer of any Third-Party Technology license is also a breach of the Agreement.
- i. Customer Responsibilities. Customer shall have sole responsibility for procuring the hardware and internet connectivity in order to access Program, including, without limitation, the Program Portal, as well as for complying with Ecolab's technical requirements to upload Customer Data. Customer will ensure the security of all passwords used by Customer personnel to use any Software, Documentation, Product and/or Service. Customer is solely 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. 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 agrees to indemnify and hold Ecolab and its affiliates harmless from

any claim, including attorney's fees and costs related to the foregoing. In its use of the Software, Documentation, Products and/or Services, Customer shall collect, store, process and transmit to Ecolab personal data of Customer and its personnel in accordance with the requirements of all applicable laws. Customer shall have sole responsibility for the accuracy, quality, and legality of such personal data and the means by which Customer or any relevant affiliate of Customer collects, stores, processes and transmits such personal data.

- j. **Customer Data License.** Subject to the terms and conditions of the Agreement, 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. Customer grants to Ecolab an irrevocable, non-exclusive, worldwide, royalty-free, transferable, sublicensable, perpetual permission to aggregate Customer Data with customer or 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.

3. **Ownership and Use.**

- a. Ecolab acknowledges and agrees that Customer owns and retains all right, title and interest in and to Customer Data. Ecolab may (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 Analyses"). Ecolab retains all rights to such Service Analyses 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. 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, the Agreement. If Ecolab is notified that Customer Data may infringe on the intellectual property rights of a third party, Ecolab may take any action with respect to any Customer Data that Ecolab deems necessary or appropriate in our sole discretion, including removing any Customer Data from any Software, Product or Service and/or terminating or suspending the Agreement.
- c. Customer represents and warrants that Customer Data will not include any protected health information, or any other information of the type enumerated or described in Article 9 of the General Data Protection Regulation, Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as may be amended, modified, supplemented, restated, or superseded from time to time (including, without limitation, racial or ethnic origin; political opinions; religious/philosophical beliefs; trade union membership; genetic, biometric or health data; sex life or sexual orientation; and criminal convictions/offenses). Customer assumes all risk arising from use of any such sensitive information with any Program, including the risk of inadvertent disclosure or unauthorized access or use thereto.
- d. Customer represents and warrants that Customer Data will not include any information subject to Health Insurance Portability and Accountability Act, as amended (HIPAA), 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. As between the Parties hereto, Ecolab, or its licensors as applicable, retain all ownership, right, title and interests, including, without limitation, all intellectual property rights, to the Program Software, Deliverables, Products, Services and Derived Data and anything developed or delivered by Ecolab under the Agreement.

- f. 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.
- g. Customer acknowledges that Ecolab may, directly or indirectly, through the services of third parties, collect, use and store information regarding Customer’s use of the Software, Documentation, Products and Services to improve the performance of, or develop modifications or updates to, the Software, Documentation, Products and/or Services.
- h. Customer assumes all risk of loss or liability arising from or pertaining to its possession, operation or use of any Software, Documentation, Products and/or Services including without limitation any equipment provided by Ecolab, and shall indemnify, defend and hold Ecolab harmless from all losses, claims, damages and expenses (including reasonable attorneys’ fees and related costs) arising from Customer’s possession and/or use thereof, except to the extent directly caused by Ecolab’s negligence or willful misconduct.

4. Data Privacy; Data Security; Privacy Policy.

- a. With respect to 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 of the Agreement (such data, “Personal Data”), Customer shall, in its use of the Software, Documentation, Products and/or Services provided by Ecolab hereunder, collect, access, use, store, disclose, dispose of, transfer and otherwise process the Personal Data of Customer and its users in accordance with the requirements of applicable data protection laws and regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of such Personal Data and the means by which Customer acquires such Personal Data. Customer agrees to indemnify and hold Ecolab and its affiliates harmless from any claim related to the foregoing. Customer shall collect, store, process and transmit to Ecolab personal data of Customer and its personnel in accordance with the requirements of all applicable laws. Customer shall have sole responsibility for the accuracy, quality, and legality of such personal data and the means by which Customer or any relevant affiliate of Customer collects, stores, processes and transmits such personal data. The parties agree to the terms of Annex B Data Processing Agreement attached hereto and incorporated herein by reference.
- b. The storing and hosting of Customer Data via Program, including, without limitation, the Program Portal, shall be under the safeguards for the protection of the security, confidentiality, and integrity of Customer Data, as described in the Ecolab CDS Security Standards, which is available upon Customer’s request.
- c. 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. 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 shall not be liable for any disclosure or breach of Customer Data related to a breach of Sections 3(c) or 4(a) above.
- d. 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. Ecolab assumes no responsibility for the security of Customer’s computers, network or other systems, including possible or actual breach of Customer’s physical or information technology security defenses and disclosure of any Customer information. Customer is solely responsible for maintaining the security of all user names and passwords granted to it, for the security of its information systems used to access Program, and for its users’ compliance with the terms of the Agreement. Customer shall be solely responsible for access control maintenance, role provision and access termination in connection with its use of the Software, Documentation, Products and Services. Customer agrees to indemnify and hold Ecolab and its affiliates harmless from any claim related to the foregoing. Ecolab will act as though any electronic communications it receives under Customer’s user names have

been sent by Customer. Customer will immediately notify Ecolab if Customer becomes aware of any loss or theft or unauthorized use of the Software, Documentation, Products and/or Services or any account used to access the same or any of Customer's passwords or user names. Ecolab has the right at any time to terminate or suspend access to any 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.

- e. By placing an order for subscription, Customer acknowledges and agrees that Ecolab may store, share, process and use data collected from Customer's order for the purposes of processing the order. One of the uses of the Software and Products may be to collect information from, control and/or monitor computers running the Software in conjunction with Software, Products and/or Services Customer may obtain from Ecolab or its Affiliates. Ecolab may also share such data globally with its Affiliates and subsidiaries and within the Ecolab group of companies. All Ecolab companies will protect Customer's information in accordance with Ecolab's security standards in effect from time to time. Ecolab works with other companies that help Ecolab provide Products and Services 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 have to share certain information with these companies for this purpose.
- f. Ecolab's privacy policy, available upon request, applies to the Agreement. You acknowledge and agree that by using the Program, Software and Deliverables, Ecolab may receive certain information about you, including personally identifiable information, and you hereby consent to Ecolab's collection, use and disclosure of such information in accordance with Ecolab's Privacy Policy.

5. **Customer Support.**

- a. Any Software support provided by Ecolab will be agreed in the Agreement. Except as set forth in the Agreement and this Section 5, the Agreement does not entitle Customer to any maintenance or support services to the Software. Ecolab may provide Software updates (bugfixes, patches, maintenance releases). New features or functionality, for which Ecolab has no obligation to provide, may be subject to a future agreement.
- b. Ecolab does not control the transfer of data over communication facilities including the Internet, and Program may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Ecolab is not responsible for delays, delivery failures or other damages resulting from such problems.

- 6. **Term.** Unless otherwise agreed in the Agreement, the Agreement commences on the Effective Date and continues for 12 months (the "Initial Term"), and shall continue annually thereafter for up to an additional 12 months (the "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 the Initial Term or any Extended Term.

- 7. **Termination.** The Agreement shall continue until terminated: (i) by Ecolab with seven (7) days' prior written notice to Customer; (ii) by Customer with 60 days' prior written notice to Ecolab; (iii) immediately by Ecolab in the event of a breach of the confidentiality or license provisions of the Agreement; (iv) by either Party in the event of breach (other than the confidentiality or license provisions) of the Agreement which remains uncured 30 days after written notice; or (v) immediately by either Party if the other Party becomes insolvent, files for bankruptcy, is the subject of a bankruptcy petition, or makes an assignment for the benefit of creditors. Upon the effective date of termination of the Agreement, Ecolab will immediately cease providing the Program and all usage rights granted to Customer under the Agreement will terminate. If the Agreement is terminated, Ecolab shall provide Customer a reasonable opportunity to remove Customer Data at Customer's cost. Customer will assist Ecolab with expediting the retrieval of any Software, Documentation or Products that remains the ownership of Ecolab, and Customer will make same available to Ecolab for de-installation and removal. Ecolab will have the right to enter the Locations at reasonable times and upon reasonable notice for the purpose of such 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 the Agreement 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 indemnification, defense and hold harmless rights and obligations in the Agreement, and any other right or obligation of the Parties in the Agreement that, by its nature, should survive termination or expiration of the Agreement, will survive any expiration or termination of the Agreement, including without limitation: 2(d); 2(f); 7; 13; 14; 15; 16; 17 and 18.

8. Subscription Fees; Terms.

- a. **Subscription Fee.** By executing the Agreement (excluding any time during which Customer is participating in Beta Testing of the Program and/or Software pursuant to the terms of the Agreement), you expressly acknowledge and agree that (1) Ecolab is authorized to charge you an annual subscription fee for as long as your subscription continues, and (2) your subscription is continues for the Term until you cancel it or the Program is suspended, discontinued or terminated in accordance with these General Terms and Conditions.
- b. **Billing.** Except as otherwise agreed in the Agreement, Ecolab shall automatically bill the Subscription Fee on a monthly basis. In the event you later decide to purchase additional products or services relating to Program (each, an "Add-On Service"), your payment for such Add-On Service will be charged on your subscription, and you authorize Ecolab to charge your payment method for the Add-On Service.
- c. **Cancellations and Refunds.** You may cancel your Subscription per the terms of Section 7 Termination as provided herein. In the event that you cancel your Subscription, a prorated refund of the Subscription Fee will not be provided for the period of time starting the day after cancellation of the Subscription through the remainder of your billing cycle.
- d. **No deductions or setoffs.** All amounts payable to Ecolab under the Agreement shall be paid by Customer to Ecolab in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason.
- e. **Payment Terms.** Except as otherwise agreed in the Agreement, all payments are due within 30 days following the invoice date. All amounts are payable in US Dollars or other currency appearing in the invoice and always in accordance with the instructions provided in the invoice or other instructions provided by Ecolab. 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 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 less. 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 fees and expenses.

9. Program Products. Program Products are described in the Agreement and includes the Program Portal. The Program Portal is an online portal that consolidates Customer Data provided or made available by Customer to Ecolab, and through which Customer Data is stored, hosted and consolidated (the "Portal"). The Program Portal may include: (i) Customer access to reports, and (ii) dashboards of key metrics for analysis.

10. Program Services. Program Services, if any, are described in the Agreement. Services may include deliverables created specifically for Customer by Ecolab which will be identified in the Agreement (the "Deliverables"). Unless otherwise set forth in the Agreement, Ecolab grants to Customer a non-exclusive, limited, nontransferable, non-assignable, non-sublicensable, revocable license during the Term to use, execute, reproduce, display, perform and distribute copies of the Deliverables for the Intended Purposes at the Licensed Locations. Acceptance criteria for Deliverables and timing, if applicable, will be set forth in the Agreement.

11. Rental and Purchase of Products. Terms and conditions for rental our use of Ecolab-owned products or other equipment, parts and/or items in connection with Program are set forth and agreed in Annex A Equipment and may also be set forth in the Agreement. Additional products and/or equipment that may be purchased by Customer from Ecolab may also be agreed in the Agreement.

12. Ecolab Warranties.

- a. EXCEPT TO THE EXTENT OTHERWISE AGREED IN THE AGREEMENT, THE PROGRAM, SOFTWARE AND DOCUMENTATION ARE PROVIDED TO CUSTOMER "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS AND DEFECTS" WITHOUT WARRANTY OF ANY KIND.
- b. PRODUCTS WILL MEET ANY SPECIFICATIONS SET FORTH IN THE AGREEMENT.
- c. SERVICES WILL BE PROVIDED IN A GOOD AND WORKMANLIKE MANNER.

13. 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 12 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' AND ECOLAB' CUMULATIVE AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY SOFTWARE, DOCUMENTATION, PRODUCT OR SERVICE, WHETHER DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, FROM OR IN CONNECTION WITH ANY CLAIM FOR BREACH OF THE AGREEMENT, BREACH OF WARRANTY, TORT CLAIMS, STRICT LIABILITY, NEGLIGENCE, INDEMNIFICATION CLAIMS OR ANY USE OF THE SOFTWARE, DOCUMENTATION, PRODUCTS OR SERVICES, SHALL NOT EXCEED THE SUBSCRIPTION FEE PAID BY CUSTOMER TO ECOLAB DURING ANY CALENDAR YEAR.
- d. UNLESS PROHIBITED OR MODIFIED BY LAW AND EXCEPT FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, AND FRAUD, NEITHER PARTY, NOR THEIR AFFILIATES OR ANY OF THEIR RESPECTIVE LICENSORS OR ECOLAB, WILL BE LIABLE 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 ACTIONS UNDER THE AGREEMENT, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO THE OTHER PARTY, 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.

14. Indemnity.

- a. 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 result from or arising out of, or in connection with or related to Customer's use and/or access of the Program, Software, Deliverables, Products or Services or materials or information related thereto. Customer's obligations under this Section 14 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. Subject to Section 13, Ecolab shall defend, indemnify and hold harmless Customer and its Affiliates, and their officers, directors, employees and representatives, from and against all Claims to the extent directly caused by Ecolab's gross negligence or willful misconduct.
- c. Ecolab assumes no responsibility for the security of Customer's network and IT systems, including, without limitation, possible or actual breach of Customer's physical or IT security defenses and disclosure of any Customer information, and Customer agrees to indemnify and hold Ecolab and its affiliates harmless from any claim related to the foregoing.
- d. If a claim is made by a third party that use of any of 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 Customer's sole remedy for any claim of third-party infringement based on the Software, Documentation, Products or Services.
- e. Notwithstanding anything to the contrary herein, Ecolab will have no liability for any claim based on (i) Customer Data as provided or made available by Customer; (ii) the modification of the Program including Software, Documentation, Products or Services not authorized by Ecolab; or (iii) the use of the Program Software, Documentation, Products and/or Services other than in accordance with the Agreement.

15. Compliance with Laws. Customer is responsible for ensuring that Customer, and its users', use of Program is in compliance with all applicable laws and government regulations and Customer acknowledges that it assumes all risk arising from any such use that is not compliant with applicable laws and regulations.

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 the Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Ecolab's prior written consent, which consent Ecolab may give or withhold in its sole discretion. For the purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be an assignment and transfer of rights, obligations or performance under the Agreement for which Ecolab's prior written consent is required. Any attempt by Customer to assign or transfer any of the rights, duties, or obligations under the Agreement shall be null and void. No delegation or other transfer will relieve Customer of any of its obligations or performance under the Agreement. Ecolab may assign all or part of its rights and/or obligations under the Agreement without Customer's consent.

17. Intellectual Property Rights. Customer acknowledges and agrees that the Software, Documentation, Products and Services are provided under license, and not sold, to Customer. Customer does not acquire any ownership or right in the Software, Documentation, Products or Services under the Agreement, or any other rights thereto other than to use the same in accordance with the license granted pursuant to the terms of the Agreement and then subject to all terms and conditions and restrictions under the Agreement. Ecolab (and its licensors and service providers) reserve and shall retain their entire right, title and interest in and to the Software, Documentation, Products and Services and all Intellectual Property Rights arising out of or relating thereto, except as expressly granted to Customer under the Agreement. Customer shall exercise commercially reasonable efforts to safeguard all Software, Documentation, Products and Services (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. 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 full cooperate with Ecolab in any legal action taken by Ecolab to enforce its Intellectual Property Rights.

18. General.

- a. To the extent any terms or conditions of the Agreement vary from or conflict with any preexisting agreement between the Parties, the terms and conditions of the Agreement shall govern and have precedence with respect to the matters covered by the Agreement, including without limitation the Program Software, Documentation, Products or Services. In the event of a conflict between the terms of the Agreement and the General Terms and Conditions, the terms in the Agreement, that expressly calls out the particular sections or provisions in these General Terms and Conditions that are intended to be amended, shall control. These General Terms and Conditions may be expressly modified or amended by mutual agreement set forth in the Agreement or other written contract, that expressly calls out the particular sections in these General Terms and Conditions that are intended to be amended, upon the execution in writing of the Agreement by authorized representatives of both Parties.
- b. In the event that any one or more of the provisions of the Agreement shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the Agreement shall remain in full force and effect.
- c. Neither Party's right to require performance under the Agreement shall be affected by any previous waiver, forbearance, or course of dealing.
- d. No agency, partnership, joint venture or other joint relationship is created hereby and neither Customer nor Customer's agents have any authority of any kind to bind Ecolab in any respect whatsoever and vice versa.
- e. Ecolab is permitted to utilize subcontractors in the performance of its obligations under the Agreement, which may include the disclosure to a subcontractor of Customer Data, provided that such subcontractor has agreed to reasonable means to keep confidential Customer Data.
- f. Neither Party 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 the Agreement if such delay or failure is caused, in whole or in part, by events or occurrences or causes beyond the reasonable control and without negligence of the applicable Party. Such events and occurrences would include, without limitation, acts of God, strikes, lock outs, riots, acts of war, earthquakes, fires and explosions.
- g. The Agreement 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 the Agreement 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 the Agreement 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 the Agreement.
- h. Notice to Ecolab: Any notice or other communication required or permitted hereunder shall be given in writing to Ecolab at the address listed in the Agreement, 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.
- i. Notice to Customer: Ecolab may provide any notice to Customer using electronic means, whether through the Program Portal or email. Notices sent by email shall be deemed to have been given when Ecolab sends the email and notices sent via the Program Portal shall be deemed given when posted.
- j. For contractual purposes, Customer agrees (1) to receive communications from Ecolab in electronic form; and (2) that all terms and conditions, agreements, notices, disclosures, or other communications that Ecolab provides to Customer electronically satisfy legal requirements that such communications would satisfy as if it were in writing on paper.

- k. The Agreement constitutes the entire understanding between Ecolab and Customer concerning the matters addressed in the Agreement, and supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of the Agreement. The terms and conditions of the Agreement shall prevail, notwithstanding any variance with any purchase order or other written instrument submitted by Customer, whether formally rejected by Ecolab or not.
- l. The Agreement (excluding the Subscription Fee for the remainder of the annual subscription) may be modified at any time by Ecolab by posting a revised version on the Program Portal, or by otherwise notifying you in accordance with Section 18(i) above. The modified terms will become effective 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 the Agreement, Customer agrees to be bound by the modified terms.
- m. The Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable rights, benefit or remedy of any nature whatsoever under or by reason of the Agreement.
- n. Customer shall not export or re-export any United States-origin technology or products received from Ecolab, or the direct products of that technology or those products, in violation of United States export-control or customs laws or regulations. This obligation survives termination of the Agreement.
- o. The Agreement may be executed in counterparts or duplicate originals, all of which are regarded as one and the same instrument. The Parties consent to use of facsimile, electronic and/or digital signatures in the execution of the Agreement, and the same are binding on the Parties as if they were original signatures. Facsimile, electronic and digital copies of the Agreement, including properly executed PDF versions of the Agreement, are regarded as original instruments by the Parties. The General Terms and Conditions may also be accepted by the Customer by accessing the Program or Portal.

Annex A

Equipment

Ecolab may provide to Customer, and Customer may receive from Ecolab, Ecolab-owned equipment for use in connection with an Ecolab Digital Program including without limitation: 3DT TRASAR™ units, controllers, sensors, probes, nodes gateways, online transmission devices and other equipment, devices and/or items (“Equipment”). All Ecolab Equipment is subject to the terms and conditions set forth herein and in the Agreement. Capitalized terms used herein shall have the same meanings as provided in the General Terms and Conditions and the Agreement.

1. Equipment shall remain the sole personal property of Ecolab even though Customer may attach Equipment to realty. Ecolab may cause such Equipment to be marked to indicate its ownership, and Customer agrees to provide reasonable cooperation by executing any financing statements Ecolab files with respect to the Equipment. Customer shall take no action which is inconsistent with Ecolab’s title to the Equipment, and shall not move, encumber or alter the Equipment without Ecolab’s written authorization. Customer acknowledges that certain meters and other Equipment may need to be moved in connection with maintenance and other work associated with the Customer’s water treatment system, equipment and facilities and Customer shall provide reasonable advance notice to Ecolab so that reasonable action including temporarily moving such Equipment. Customer shall compensate Ecolab for reasonable costs relating thereto. Customer shall be responsible for any personal property or use taxes associated with the Equipment.
2. Customer shall not use the Equipment with any materials or products other than those recommended or approved by Ecolab. The proper functioning of the Equipment is conditioned upon Customer operating it in accordance with Ecolab’s recommendations.
3. Customer shall install and provide the utilities necessary for the Equipment. Customer will provide a suitable location for the Equipment. Customer shall receive, unload, place and remove Equipment at no cost to Ecolab and should be responsible for procuring any necessary permits or licenses for such actions.
4. Customer shall not alter the Equipment without Ecolab’s written authorization. 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 losses, claims, damages and expenses 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. Customer shall obtain and maintain for the term of the Agreement all risks property insurance against loss or damage to the Equipment.
5. Customer shall allow Ecolab to subcontract portions of work to be performed under the Agreement with respect to Equipment including but not limited to data-hosting, transmission of data through internet service providers and use other service providers. Ecolab shall have the right to inspect and service Equipment during normal business hours.
6. Upon termination of the Agreement 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. 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. During the term of the Agreement, the Equipment will remain the exclusive property of Ecolab.
7. Customer shall promptly notify Ecolab of any material change in Customer’s status, including, but not limited to, change of address, desired Equipment location, close of business.
8. Ecolab reserves the right to use non-union labor for supervised, installation, testing and service of Equipment.
9. Customer agrees to inform Ecolab of any special or unusual safety precautions that should be taken because of conditions in Customer’s plant or process.
10. Notwithstanding anything in any agreement or otherwise to the contrary, all Customer Data generated or collected by the Equipment that is transmitted to Ecolab or its Affiliates (or to any Ecolab third-party providers), other than data with respect to water and/or water treatment which is owned by Ecolab, is owned by Customer but customer hereby grants to Ecolab and such Affiliates and such third party providers a perpetual, non-exclusive, royalty-free license to use that data (and that license will survive the termination or expiration of the Agreement).
11. Customer agrees to maintain reasonable measures to ensure the security of its information technology (IT) and internet systems including data security and will hold Ecolab harmless from claims relating to third party actions in connection therewith excluding only damages to the extent caused by Ecolab’s willful misconduct or fraud.

Annex B

Data Processing Agreement

Except to the extent otherwise agreed in the Agreement, pursuant to Section 18(a) of the General Terms and Conditions, this Annex B - Data Processing Agreement (this "Annex"), is entered into by and between Customer and Ecolab and forms part of the General Terms and Conditions entered into by the parties. This Annex applies to and takes precedence over the General Terms and Conditions to the extent of any conflict.

1. For purposes of this Annex:
 - a. **"Data Protection Laws"** means the GDPR and all applicable Member State data protection laws and regulations.
 - b. **"EU Standard Contractual Clauses"** means the standard contractual clauses for the transfer of personal data to processors established in third countries (Commission Decision 2010/87/EC) with optional clauses removed.
 - c. **"GDPR"** means the General Data Protection Regulation 2016/679 and any applicable national implementing laws as amended from time to time and will include any laws of the United Kingdom that implement the law.
 - d. **"Member State"** means a country that is a member of the European Union or the European Economic Area.
 - e. **"Personal Data"** means any information relating to an identified or identifiable individual which information is subject to the GDPR.
 - f. **"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
 - g. **"Process"** and **"Processing"** mean any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, creating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
 - h. **"Supervisory Authority"** means an independent public authority which is established by a Member State pursuant to the GDPR.
2. This Annex applies to the Personal Data that Ecolab receives from Customer, or otherwise Processes for or on behalf of Customer, in connection with the Agreement.
3. By way of background, but without limiting the scope of this Annex, the Agreement involves the following:
 - a. *Subject matter, nature and purpose of Processing:* Water Treatment. See the Agreement for details.
 - b. *Duration of Processing:* For the Term of the Agreement, and any extensions thereof.
 - c. *Categories of Personal Data typically subject to Processing under the Agreement include:*
 - Customer employee's name
 - Customer employee's position/title
 - Customer employee's email address
 - Customer's business address
 - Customer's phone number
 - Customer's direct debit banking information
 - d. *Typical categories of data subjects (i.e., the individuals to whom the Personal Data relate):* Employees of Ecolab's

customers.

4. For purposes of Data Protection Laws, Ecolab acts as a Processor of Personal Data on behalf of Customer. Ecolab will Process the Personal Data only on documented instructions from Customer, including with regard to transfers of Personal Data to a third country, unless Ecolab is required to Process the Personal Data by European Union or Member State law to which Ecolab is subject. In such case, Ecolab shall inform Customer of that legal requirement before Processing, unless that law prohibits providing such information on important grounds of public interest within the meaning of the GDPR.
5. Ecolab shall immediately inform Customer if, in Ecolab's reasonable opinion, an instruction from Customer infringes the GDPR or other European Union or Member State Data Protection Laws.
6. Ecolab may subcontract the collection or other Processing of Personal Data only in compliance with the conditions for subprocessors set forth in the GDPR. Customer hereby authorizes Ecolab to use subprocessors from time to time. Upon Customer's request, Ecolab will provide Customer with a list of subprocessors. Where Ecolab engages another processor for carrying out specific processing activities on behalf of the Customer, the same data protection obligations as set out in this Annex shall be imposed on that other processor. Where that other processor fails to fulfil its data protection obligations, the Ecolab shall remain fully liable to the Customer for the performance of that other processor's obligations.
7. Ecolab will ensure that the persons Ecolab authorizes to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
8. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for impact on the individuals to whom the Personal Data relates, Ecolab shall implement appropriate technical and organizational measures designed to ensure a level of security appropriate to the risk as identified in Article 32 of the GDPR, including the following (among other things) as appropriate:
 - a. the pseudonymization and encryption of Personal Data;
 - b. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;
 - c. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
 - d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.

In assessing the appropriate level of security, Ecolab shall in particular take account of the risks presented by the transfer and Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Personal Data.

9. Taking into account the nature of the Processing, Ecolab will assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests by individuals for exercising their rights under the GDPR (such as rights to access their Personal Data).
10. Ecolab will assist Customer in ensuring Customer's compliance with the security obligations of the GDPR, as relevant to Ecolab's role in Processing the Personal Data, taking into account the nature of Processing and the information available to Ecolab.
11. Ecolab will comply with the Personal Data Breach-related obligations directly applicable to it under the GDPR and, taking into account the nature of Processing and the information available to Ecolab, will assist Customer in

complying with Customer's obligations under Article 33 and 34 of the GDPR.

12. If requested by Customer, Ecolab will provide reasonable assistance to and cooperation with Customer for Customer's performance of a data protection impact assessment of the Processing or proposed Processing of the Personal Data involving Ecolab.
13. If requested by Customer, Ecolab will provide reasonable assistance to and cooperation with Customer for Customer's consultation with Supervisory Authorities in relation to the Processing or proposed Processing of the Personal Data involving Ecolab.
14. Ecolab will, at the choice of Customer, return to Customer and/or delete all Personal Data, including all copies of such Personal Data, upon the end of the provision of services relating to Processing except to the extent that European Union or Member State law requires storage of the Personal Data.
15. Ecolab will make available to Customer all information necessary to demonstrate compliance with this Annex and will allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.
16. The parties agree to enter into the EU Standard Contractual Clauses as set out in EXHIBIT 1.

EXHIBIT 1

EU STANDARD CONTRACTUAL CLAUSES

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection the data exporter (the entity identified as “Customer” in the Annex) and the data importer (the entity identified as “Ecolab” in the Annex) (each a party; together the parties), have agreed on the following contractual clauses (the “Clauses”) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

The Parties agree that references in the Clauses to Directive 95/46/EC shall be replaced by reference to the corresponding sections in the General Data Protection Regulation (EU) 2017/679 (GDPR) at the time the GDPR will become applicable and Directive 95/46/EC will be repealed.

Clause 1

Definitions

For the purposes of the Clauses:

1. **personal data, special categories of data, process/processing, controller, processor, data subject and supervisory authority** shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
2. the **data exporter** means the controller who transfers the personal data;
3. the **data importer** means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
4. the **subprocessor** means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
5. the **applicable data protection law** means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
6. **technical and organisational security measures** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

1. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
2. that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
3. that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2;
4. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
5. that it will ensure compliance with the security measures;
6. that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing a adequate protection within the meaning of Directive 95/46/EC;
7. to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
8. to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
9. that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
10. that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

1. to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
2. that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the

- change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
3. that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
 4. that it will promptly notify the data exporter about:
 - i. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - ii. any accidental or unauthorised access, and
 - iii. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
 5. to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
 6. at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
 7. to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
 8. that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
 9. that the processing services by the subprocessor will be carried out in accordance with Clause 11;
 10. to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.
3. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
4. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against its third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; or
2. to refer the dispute to the courts in the Member State in which the data exporter is established.
3. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1

to the standard contractual clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Data exporter

The data exporter is Customer.

Data importer

The data importer is Ecolab that is providing services to Customer and that by providing those services is processing Personal Data controlled by data exporter.

Data subjects

The personal data transferred concern the following categories of data subjects: as set forth in Section 3(4) of Exhibit 1.

Categories of data

The personal data transferred concern the following categories of data: as set forth in Section 3(3) of Exhibit 1.

Special categories of data

The personal data transferred may, to the extent permitted by applicable Data Protection Law, concern the following special categories of data: as set forth in Section 3(3) of Exhibit 1.

Processing operations

The Personal Data will be processed by the data importer for the following basic processing activities: as set forth in Section 3(3) of Exhibit 1.

Appendix 2

to the standard contractual clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(4) and 5(3) of Exhibit 1 (or document/legislation attached):

The data importer shall implement and maintain appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of personal data and to prevent the accidental loss or destruction of, or damage to, personal data, and such measures shall, at a minimum, include those set forth in Section 9 of Exhibit 1 and as set forth in the Agreement.