

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

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 (US), including Annex A “Equipment” (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.

- I. "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. Ecolab data privacy policy which is available upon request.
- 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-hostings 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.