

CS-21-091

# BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)
<b>CONTRACT TRACKING NO.</b>
CM3110

## GENERAL INFORMATION

Requesting Department Facilities Maintenance

Contact Person: Raven Jones

Telephone: (904) 530-6120 Fax: (904) 879-3751 Email: rmjones@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Velocity EHS

Address: 222 Merchandise Mart Plaza, Suite 1750 Chicago IL 60654  
City State Zip

Contractor's Administrator Name: Rachel Coffman Title: Account Manager

Telephone: (312) 881-2532 Fax: ( ) Email: rcoffman@ehs.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Kyle Center

Authorized Signatory Email: KCenter@ehs.com

## CONTRACT INFORMATION

Contract Name: Velocity EHS

Description: Online management of MSDS sheets, with mobile app functionality for all Nassau County employees

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: Yearly Amount per Period: Varies by year

Total Amount of Contract: \$17,898 Year 1+\$8,499 Year 2+ \$8,499 Year 3= \$34,896.00

APPROXIMATE IF NECESSARY

Source of Funds: 01073519-546020 Termination/Cancellation: 30 days

Authorized Signatory: Taco E. Pope, AICP

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: execution to: 36 months

Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increased Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amendment Amount: \_\_\_\_\_

Continued on next page

**CHECKLIST**

Complete and attach before sending contract for final signature

Requirement	Description	Certified Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

- |                                     |            |                        |
|-------------------------------------|------------|------------------------|
| 1. <u>Doug Podiak</u>               | 12/13/2021 | Facilities Maintenance |
| Department Head Signature           | Date       | Submitting Department  |
| 2. <u>Marshall Eyerman</u>          | 12/14/2021 | 01073519-546020        |
| Procurement                         | Date       | Funding Source/Acct #  |
| 3. <u>Marshall Eyerman</u>          | 12/14/2021 |                        |
| Office of Management & Budget       | Date       |                        |
| 4. <u>Denise C. May</u>             | 12/14/2021 |                        |
| County Attorney/Contract Management | Date       |                        |

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

- |                              |            |
|------------------------------|------------|
| 5. <u>Taco E. Pope, AICP</u> | 12/14/2021 |
| County Manager               | Date       |

**RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:**

Original: Clerk's Services; Contractor (original or certified copy)  
Copies: Department: Procurement; Office of Management & Budget; County Attorney; Contract Management; Clerk Finance

**NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS**

96135 Nassau Place Suite 1  
Yulee, FL 32097

**VENDOR NAME/ADDRESS**  
Velocity EHS  
222 Merchandise Mart Plaza Suite 1750  
Chicago, IL 60654

**DEPARTMENT**  
Facilities Maintenance

**REQUESTED BY**  
Raven Jones

(312)881-2000

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE			STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	Online MSDS sheets	01073519-546020				Encumber Contract	CM3110
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT			
	Web-based database for the management of chemical inventory and associated Safety Data Sheets.				\$ 0.00		Contract is 5 years with 2 optional 1 year extentions
1	HQ Account, Management Licenses, eBider Valet, Implementation services, GHS Label Package, Verification Services, Ongoing GHS label	1.00	\$ 17,898.00		\$ 17,898.00		
	Contracts, Change Orders, Task Order				\$ 0.00		
	Purchasing Policy No: 6.2 a				\$ 0.00		
	Contract No# CM3100				\$ 0.00		
	Contract Period: 12/1/21-12/1/24				\$ 0.00		
	Auto encumber 21-22 \$17,898; 22-23 \$8,499;				\$ 0.00		
	23-24 \$8,499= \$34,896.00				\$ 0.00		
	4.2 Sole Source/Single Source				\$ 0.00		
	Documents attached.				\$ 0.00		
					\$ 0.00		
					\$ 0.00		

ORIGINAL - FINANCE  
COPY - DEPARTMENT

Shipping Total \$ 0.00  
\$ 17,898.00

**Department Head**

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Doug Podiak 12/13/2021

**Office of Management and Budget**

I attest that, to the best of my knowledge, funds are available for payment.

Marshall Eyerman 12/14/2021

**County Manager**

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Taco E. Popey AICP 12/14/2021

Clerk: \_\_\_\_\_  
Date: \_\_\_\_\_

### Nassau County Board of County Commissioners Sole Source/Single Source Certification Form

Vendor Name: Velocity EHS Department: Facilities Maintenance  
 Address: 222 Merchandise Mart Plaza, Suite 1750  
Chicago, IL 60654  
 Phone: 312-881-2000 Date: August 24th, 2021  
 Contact Name: Rachel Colman  
 Account: 01073519-546020 Cost: \$34,896.00

Description of Goods and/or Service:  
Online management of MSDS sheets, creating a specific database for all Nassau County employees

Check one (1) of the following two (2) choices:  
 Sole Source: The goods or services can be legally purchased from only one source.  
 Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:  
 Purchase can only be obtained from original manufacturer-not available through distributors.  
 Only authorized area distributor of the original manufacturer.  
 Parts/Equipment are not interchangeable with similar parts of another manufacturer.  
 This is the only known source that will meet the specialized needs of this department or perform the intended function.  
 This source must be used to meet warranty or service maintenance requirements.  
 This source is required for standardization.  
 None of the above apply.

Comments/Explanations: (required)  
No other vendor is able to provide an all inclusive product like Velocity EHS can. Rather than requiring multiple different contracts from multiple different vendors this will have everything under one contract.

**Department Head**  
*I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.*

Doug Podiak 12/13/2021

**Office of Management and Budget**  
*I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.*

Marshall E. Moran 12/14/2021 12/14/2021

**County Manager**  
*I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.*

Taco E. Poppy AICP 12/14/2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> VelocityEHS Holdings, Inc. (fka MSDsonline Holdings, Inc) 222 W Merchandise Mart Plaza, Suite 1750 Chicago, IL 60654	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty Company of Ame</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Insurance Company</td> <td style="text-align: center;">25615</td> </tr> <tr> <td>INSURER C: Standard Insurance Company</td> <td style="text-align: center;">69019</td> </tr> <tr> <td>INSURER D: ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Company of Ame	25674	INSURER B: Charter Oak Fire Insurance Company	25615	INSURER C: Standard Insurance Company	69019	INSURER D: ACE American Insurance Company	22667	INSURER E:		INSURER F:	
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INSURER D: ACE American Insurance Company	22667														
INSURER E:															
INSURER F:															

**COVERAGES      CERTIFICATE NUMBER: W21401112      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZLP-61N21996	12/12/2020	12/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			BA-3P725340	12/12/2020	12/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3P731383	12/12/2020	12/12/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	UB-3P717604	12/12/2020	12/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER F.I. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Technology E&O			D95185502	12/12/2020	12/12/2021	Per Claim \$10,000,000 Aggregate \$10,000,000 Retention \$50,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Named Insured includes:  
 VelocityEHS Holdings, Inc.  
 MSDsonline, Inc. (dba VelocityEHS)  
 VelocityEHS Canada, Inc.  
 Humantech, Inc.

**CERTIFICATE HOLDER      CANCELLATION**

Nassau County Board of Commissioners 96135 Nassau Place Yulee, FL 32097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Nassau County BoCC seeks a web-based database for the management of its chemical inventory and associated Safety Data Sheets (SDS)

Nassau County utilizes products which require recordkeeping of SDSs, in compliance with the OSHA Hazard Communication standard (29 CFR 1910.1200).

There are approximately 1000 unique, active products in Nassau County's inventory with an associated SDS.

Contract Term: 5 base years, with 2 optional one-year extensions

Nassau County plans to utilize a secure web-based service to manage the chemical inventory in a central database, made available to all county employees.

During the term of the agreement, Contractor shall provide the following services:

- Provide secure (log-in required), Web-based SDS database accessible to authorized Nassau County designees, 24- hours a day, every calendar day of the year, via computer and mobile app
- Compatible with any internet browser or smart phones with Android and Apple based platforms.
- Provide training.
- Additional user instruction and "help" accessible on the SDS database site.
- Ability to provide 24/7 live in person, customer support

The Database shall include but are not limited to the following capabilities:

- Function in compliance with OSHA requirements.
- Available in other languages (e.g. Spanish)
- Allow Nassau County the ability to create multiple chemical locations
- Provide a master catalog of SDS.
- The ability to upload an SDS.
- Ability to increase in inventory, or archive old products.
- Allow Nassau County to assign multiple administrators.
- Ability for assigned Nassau County staff to backup database.
- Ability to use back up, independent of internet connection
- Search and filter functions
- Ability to assign and manage products.
- Ability to assign unique stock codes.
- Ability to provide chemical reconciliation reporting.
- Ability to generate/print standard & customizable secondary container compliant labels & inventory reports.
- Ability to generate regulatory & compliance reports.
- Ability to export reports into various MS or Adobe formats

- Ability to generate, print or email SDS documents without limitation.
- Ability to flag and manage banned chemicals.
  
- Unlimited archives and revisions with versions available for review
- Ability to search master catalog and upload into Nassau County database.
- SDS indexing accuracy rate of no less than 90%
- Ability to customize end user view.
- Ability to indicate revisions from previous SDS versions.
- Provide summary of indexed information

**Contractor Deliverables:**

- Provide Nassau County with the initial database within 30 days from the date of receipt of records.
- Provide an electronic update notification to Nassau County within 1 calendar week, if an SDS in the database has a recent revision from the manufacturer.
- No longer than twenty-four (24) month update and verification cycle for all SDS.
- Database availability to go live to Nassau County within 30 days of award of contract
- Submit a weekly progress report during transition phase.

**Contract Pricing**

- Pricing shall be firm and fixed for the duration of the contract and any subsequent Change Orders/Amendments to the contract. There shall be no escalation of rates or fees allowed.

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**MSDSOnline, Inc**

2 Business name/disregarded entity name, if different from above  
**DBA VelocityEHS**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**222 Merchandise Mart Suite 1750**

6 City, state, and ZIP code  
**Chicago IL 60654**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

OR

Employer identification number									
0	4	-	3	6	2	6	4	7	6

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 1/15/2019

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.





Company ID Number: 1565329

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

**Approved by:**

<b>Web Services Employer</b>	
VelocityEHS	
<b>Name (Please Type or Print)</b> Rachel Kaiser	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/14/2020
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/14/2020



Company ID Number: 1565329

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	VelocityEHS
Company Facility Address	222 West Merchandise Mart Plaza STE 1750 Chicago, IL 60654
Company Alternate Address	222 West Merchandise Mart Plaza STE 1750 Chicago, IL 60654
County or Parish	COOK
Employer Identification Number	#####
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	3



## VelocityEHS Master Subscription & Services Agreement

This Agreement was last updated on March 1, 2021.

This VelocityEHS Master Subscription & Services Agreement is between VelocityEHS Holdings, Inc. (“VelocityEHS”) and the entity indicated on the applicable Customer Order Form (defined below as “Customer”). By executing a Customer Order Form that references this Agreement, Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms. If Customer enters into this Agreement on behalf of a company or other legal entity, Customer represents that Customer has the authority to bind such entity and its Affiliates to this Agreement. If Customer does not have such authority, or if Customer does not agree with the terms and conditions set forth in this Agreement, Customer must not accept this Agreement and Customer must not use the Services.

All access to and use of the Software is subject to VelocityEHS’s [Privacy Policy](#).

### 1. OVERVIEW; ORDERING; ACCESS TO SERVICES

- (a) **Overview.** This Agreement sets forth the terms pursuant to which Customer may purchase, and VelocityEHS and its Affiliates will provide, certain Services.
- (b) **Ordering.** Customer will order Services described in this Agreement through a Customer Order Form, to be executed by Customer. Each Customer Order Form will reference and be subject to the terms of this Agreement. Each Customer Order Form may contain additional terms and conditions.
- (c) **Provision & Access.** Subject to and conditioned on Customer’s payment of Fees (as defined in Section 5(a)) and compliance with all other terms and conditions of this Agreement and any applicable Customer Order Form, VelocityEHS:
  - i. hereby grants Customer a non-exclusive, non-transferable right to access and use the Software described in the applicable Customer Order Form for the Subscription period specified therein; and/or
  - ii. will provide Professional Services to Customer as described in the Customer Order Form and in accordance with the terms and conditions of this Agreement.
- (d) **Subscriptions.** Unless otherwise provided in the applicable Customer Order Form, (i) access to the Software is purchased as a Subscription, (ii) Subscriptions may be added during a Subscription term and the price for the Subscription will be prorated for the portion of that Subscription term remaining at the time the Subscriptions are added, and (iii) any added Subscriptions will terminate on the same date as the earlier-purchased Subscriptions.

### 2. USE OF THE SOFTWARE

- (a) **Usage Limits.** Customer’s use of the Software is limited to Customer’s internal business uses, except as otherwise stated in a Customer Order Form. Access to and use of the Software is restricted to the coverage area limits as stated in the Customer Order Form. Unless otherwise specified, (i) where a quantity in a Customer Order Form refers to Users, the Software may not be accessed by more than that number of Users, (ii) a User’s Credentials must not be shared with any other individual, and (iii) except as set forth in a Customer Order Form, a User’s Credentials may only be reassigned to a new individual who is replacing an individual who will not have any further access to the applicable Software. If Customer exceeds a usage limit under this Agreement, Customer will be invoiced for the excess usage at the specified rate. To avoid such



charges, Customer may either reduce usage to comply with the usage limit or work with VelocityEHS to amend the Customer Order to increase the usage limit.

- (b) **Usage Restrictions.** Unless expressly authorized under this Agreement or a Customer Order Form, Customer will not, and Customer will not allow or assist any third party to: (i) make any Software or Content available to anyone other than Users or use any Software or Content for the benefit of anyone other than Customer; (ii) sell, resell, license, sublicense, distribute, make available, rent, or lease any Software or Content or include any Software or Content in a service bureau or outsourcing offering; (iii) use the Software or Content to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) use the Software or Content to store or transmit Malicious Code; (v) interfere with or disrupt the integrity or performance of any Software or Content contained therein; (vi) attempt to gain unauthorized access to any Software or Content or any related systems or networks; (vii) permit direct or indirect access to or use of any Software or Content in a way that circumvents a contractual usage limit or in a manner that violates this Agreement; (viii) modify, copy, or create derivative works based on the Software or Content or any part, feature, function, or user interface thereof; (ix) frame or mirror any part of any Software or Content, other than framing on Customer's intranets or otherwise for Customer's internal business purposes; (x) access the Software for purposes of monitoring its availability, performance, or functionality or for any other benchmarking or competitive purposes; or (xi) disassemble, reverse engineer, or decompile the Software or Content, or access the Software or Content to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions, or graphics of the Software or Content, (3) copy any ideas, features, functions or graphics of the Software or Content, or (4) determine whether the Software or Content is within the scope of any patent.
- (c) **Removal of Content.** If VelocityEHS is required by a licensor to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, VelocityEHS may promptly remove such Content from the Software. Upon request from VelocityEHS, Customer will remove such Content from its systems.
- (d) **Restrictions.** Customer will (i) be responsible for its Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality, and legality of the Data, the means by which Customer acquired its Data, and Customer's use of its Data with the Software, (iii) notify VelocityEHS of any such unauthorized access or use of the Software, (iv) use the Software only in accordance with this Agreement and all applicable laws and government regulations, and (v) comply with terms of service of any third-party applications and hardware with which Customer uses the Software. Customer is responsible for maintaining the confidentiality of Customer's and its Users' Credentials and account information, and Customer is responsible for all activities that occur under Customer's and its Users' Credentials or as a result of Customer or its Users' access to the Software. Customer will notify VelocityEHS immediately of any unauthorized use of Customer's or its Users' Credentials.
- (e) **Removal of Data.** VelocityEHS does not pre-screen or approve Data but reserves the right to remove Data that VelocityEHS believes to be infringing, offensive, objectionable, or illegal at its sole discretion and without liability to Customer or any other person or entity.
- (f) **Customer Responsibilities.** Customer is responsible for providing network termination for connectivity between Customer's local network(s) and the Software. Public bandwidth maintained by Customer will be of sufficient capacity for the Software's operation to Customer's



satisfaction. Customer has the sole responsibility for meeting the requirements and standards specified in the Documentation.

### 3. VELOCITYEHS RESPONSIBILITIES

- (a) **Services.** VelocityEHS will provide the Services described in a Customer Order Form, in accordance with the terms of this Agreement. VelocityEHS will provide standard support for the Software to Customer at no additional charge, as described in the Customer Order Form. Any upgraded or additional support services will be described in and purchased through a Customer Order Form.
- (b) **Service Commitment.** Unless otherwise agreed upon in a Customer Order Form, VelocityEHS makes a service commitment to Customer to use commercially reasonable efforts to maintain an average monthly Software availability no less than 99.9% per month, excluding: (i) planned downtime (of which VelocityEHS will endeavor to provide around two weeks advance electronic notice), and (ii) any unavailability caused by circumstances beyond VelocityEHS's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving VelocityEHS's employees), internet service provider failure or delay, any software or hardware not provided by VelocityEHS or its Affiliates, or denial of service attack.
- (c) **Service Maintenance.** During the Subscription period, VelocityEHS and its Affiliates will make available to Customer at no additional cost all updates, patches, and bug fixes with respect to the Software as may, from time to time, be developed and made generally available to VelocityEHS and its Affiliates' other customers of such Software under similar circumstances. All such updates, patches, and fixes will be deemed to constitute part of the applicable Software and will be subject to the terms of this Agreement.
- (d) **Changes to the Services.** During a Subscription period, VelocityEHS will not, except as expressly permitted under this Agreement, materially and significantly reduce or decrease the functionality and features of the applicable Software; provided, however, VelocityEHS expressly reserves the right to, at any time and from time to time, (i) without prior notice offer new, additional, or substitute products and services; and (ii) with reasonable prior notice, modify, amend, or discontinue offering all or any particular products or services to which Customer subscribes. In the event VelocityEHS discontinues any Services, VelocityEHS will refund Customer a pro-rata portion of any prepaid Fees covering the remainder of the term for such discontinued Services.
- (e) **Protection of Customer Data.** VelocityEHS will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of all Data. VelocityEHS will only use and disclose Data (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7(c) (Compelled Disclosure), and (c) as Customer expressly permits in writing. To the extent that VelocityEHS or its Affiliates process any Personal Data (as defined in VelocityEHS's [Data Processing Addendum](#), as revised from time to time, the "DPA") contained in the Data on Customer's behalf in order to provide the Services, the terms of the Data Processing Addendum will apply. The DPA is hereby incorporated by reference and the parties agree to comply with such terms. For the purposes of the Standard Contractual Clauses attached to the DPA, when and as applicable, Customer and Customer's applicable Affiliates are each the data exporter, and Customer's signing of an applicable Customer Order Form will be treated as signing of the Standard Contractual Clauses and their Appendices.



- (f) **VelocityEHS Personnel.** VelocityEHS will be responsible for the performance of its personnel (including VelocityEHS's employees and contractors) and their compliance with VelocityEHS's obligations under this Agreement.

#### 4. COOPERATION

At all times during the term of this Agreement, Customer will: (i) promptly and fully cooperate with VelocityEHS and its Affiliates; (ii) promptly make competent, appropriately trained, and qualified personnel available to assist and answer questions as necessary and as reasonably requested by VelocityEHS or its Affiliates; (iii) respond promptly to any request from VelocityEHS to provide direction, approvals, authorizations, or decisions that are reasonably necessary to provide or perform the Services; (iv) provide such information as VelocityEHS may request in order to carry out the Services in a timely manner and ensure that it is complete and accurate in all material respects, and (v) with regard to select Professional Services, provide access to Customer's premises and facilities as requested by VelocityEHS as necessary to provide the Professional Services.

#### 5. FEES AND PAYMENT

- (a) **Fees and Expenses.** Customer will promptly pay all fees associated with the Services, as set forth in the applicable Customer Order Forms (the "Fees"). Except as otherwise specified herein or in a Customer Order Form, (i) Fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription period. Unless otherwise agreed in advance in writing, out-of-scope services will be charged on a time and materials basis at VelocityEHS's then-applicable rates.
- (b) **Invoicing and Payment.** Customer is responsible for providing complete and accurate billing and contact information to VelocityEHS at the time of executing the Customer Order Form and for notifying VelocityEHS of any changes to such information over time. VelocityEHS will invoice Customer, or automatically charge the credit card specified by Customer, for such Fees in accordance with the terms of this Section 5. Invoiced charges are due as stated on the applicable Customer Order Form. Payments may be made via check, wire transfer, ACH/EFT deposit, or credit/debit card. If Customer provides credit or debit card information to VelocityEHS, Customer authorizes VelocityEHS to charge such credit or debit card in the amount(s) required for the Subscription period, including for any renewals (unless previously canceled). All invoices will be in U.S. currency unless otherwise noted in the Customer Order Form. Customer is responsible for any wire transfer fees and exchange rate losses for payments initiated in other currencies. Customer must report any errors or discrepancies in any invoice within 5 days after the date of such invoice or such invoice will be deemed correct and payable by Customer in accordance herewith.
- (c) **Suspension.** VelocityEHS may immediately suspend the Services in case of: (i) any outstanding undisputed invoice not being paid within 60 days from the invoice due date; (ii) VelocityEHS becoming aware of a claim that Customer's use of the Software violates any applicable law, rule, or regulation or infringes upon any third-party rights; (iii) Customer's use of the Software violating this Agreement or interfering with the normal operation of the Software; (iv) the security of the Software, the Data, or any User's Credentials being suspected of being compromised; (v) any event wherein VelocityEHS determines that suspension of the Software is needed to protect the integrity of the Software; (vi) any use of the Software is causing immediate, material, and ongoing



harm to VelocityEHS or others; or (vii) any event where VelocityEHS is entitled to terminate this Agreement for cause. In the event that VelocityEHS suspends Customer's access to the Services, VelocityEHS will use commercially reasonable efforts to limit the suspension to the offending portion of the Services and resolve the issues causing the suspension of the Services. Customer further agrees that VelocityEHS will not be liable to Customer nor to any third party for any suspension of the Services under such circumstances as described in this Section 5(c).

- (d) **Taxes.** The Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with purchases hereunder. If VelocityEHS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 5(d), VelocityEHS will invoice Customer and Customer will pay that amount unless Customer provides VelocityEHS with a valid tax exemption certificate authorized by the appropriate taxing authority. VelocityEHS will be solely responsible for taxes assessable against VelocityEHS based on its income, property, and employees.
- (e) **Future Functionality.** Customer agrees that its purchases under this Agreement are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by VelocityEHS regarding future functionality or features.

## 6. PROPRIETARY RIGHTS AND LICENSES

- (a) **Ownership and Reservation Rights.** Subject to the limited rights expressly granted under this Agreement, VelocityEHS and its Affiliates, and Third-Party Content providers reserve all rights, titles, and interests in and to the Software and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer agrees not to use any of VelocityEHS or its Affiliates' trademarks without express written permission and advance approval of all materials intended to use the trademarks. Customer agrees not to remove, alter, or otherwise obscure any copyright or trademark notices or claims contained or displayed in connection with the Software or Content.
- (b) **License to Host Customer Data.** Customer grants VelocityEHS and its Affiliates a worldwide, limited-term license to host, copy, display and use the Data (i) as necessary to provide the Services under this Agreement, and (ii) in an anonymized manner, including to compile statistical and performance information related to the provision and operation of the Software. Customer shall comply with all data privacy laws, including any and all obligations to obtain valid consent before collecting or processing any Personal Data. Where applicable, Customer shall be responsible for informing its employees regarding what information and Personal Data is collected under this Agreement in connection with the Services, how such information or Personal Data will be used by Customer and VelocityEHS and obtaining any necessary consents for VelocityEHS and its Affiliates to host, copy, display, and use such Personal Data to provide the Services. Subject to the limited licenses granted herein, VelocityEHS acquires no right, title, or interest from Customer or Customer's licensors under this Agreement in or to any of the Data.
- (c) **Feedback.** Customer agrees that any feedback or suggestions Customer gives to VelocityEHS about the Services is voluntary and that VelocityEHS may use such feedback or suggestions in its sole discretion without any obligation or remuneration to Customer.
- (d) **Statistical Data.** VelocityEHS may collect aggregate and anonymous statistical data about the use of the Services ("Statistical Data"). VelocityEHS owns and retains all rights and title to the



Statistical Data, including the right to incorporate or otherwise use Statistical Data, which it may use for any lawful business purpose, and it retains all title to any suggestions, enhancement requests, recommendations, or other feedback for the improvement of the Software and Services.

## 7. CONFIDENTIALITY

- (a) **Definition of Confidential Information.** “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential, including, but not limited to, the terms and conditions of this Agreement and all Customer Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Customer’s Confidential Information includes, but is not limited to, the Data. VelocityEHS’s Confidential Information includes, but is not limited to, the Services. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is lawfully received without restriction from a third party, or (iv) was independently developed by the Receiving Party without knowledge or use of the Confidential Information.
- (b) **Confidentiality Responsibilities.** The Receiving Party will: (i) use the same degree of care that it uses to protect its own confidential information of like kind (but not less than reasonable care); (ii) not use any of the Disclosing Party’s Confidential Information for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to the Disclosing Party’s Confidential Information to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Customer Order Form to any third party other than its Affiliates, legal counsel, accountants, or any other person or entity that has, in Receiving Party’s discretion, a reasonable need to know such information (“**Representatives**”) without the Disclosing Party’s prior written consent, provided that a party that makes any such disclosure to its Representatives will remain responsible for such Representatives’ compliance with this Section 7.
- (c) **Compelled Disclosure.** The Receiving Party may disclose Disclosing Party’s Confidential Information to the extent required by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s expense, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party and the Disclosing Party does not contest the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## 8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS

- (a) **Customer Representations and Warranties.** Customer represents and warrants that (i) Customer is financially solvent and has the requisite legal right, power, and authority to enter into this Agreement and to grant the rights Customer purports to grant hereunder and to perform





Customer's duties and fulfill Customer's obligations hereunder; (ii) all information and Data provided by or on behalf of Customer or any User in connection with this Agreement is and will be, accurate, complete, and correct in all material respects to the best of Customer's ability, knowledge, and belief; (iii) Customer shall comply with all data privacy laws, (iv) Customer shall inform its employees regarding what information and Personal Data is collected under this Agreement in connection with the Services; (v) Customer will notify its employees how information or Personal Data will be used by Customer and VelocityEHS; and (vi) Customer shall obtain any and all necessary consents in order for VelocityEHS and its Affiliates to host, copy, display, and use such Personal Data to provide the Services.

- (b) **VelocityEHS Warranties.** VelocityEHS warrants that (i) the Software will perform materially in accordance with the applicable Documentation, (ii) the Software and Content will not, to VelocityEHS's knowledge, contain Malicious Code, and (iii) the Professional Services will be performed in a workmanlike manner by qualified personnel. For any breach of an above warranty, Customer's exclusive remedy is to terminate the applicable Subscription and receive a pro-rata refund of any Fees paid for the then-current term of such Customer Order Form.
- (c) **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, (I) VELOCITYEHS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT; AND (II) THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. VELOCITYEHS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. VELOCITYEHS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY SOFTWARE, CONTENT, DOCUMENTATION, OR OTHER MATERIALS PROVIDED BY VELOCITYEHS, ITS AFFILIATES, OR THEIR RESPECTIVE CONTRACTORS OR AGENTS ARE OR WILL NECESSARILY BE COMPLETELY ACCURATE, CURRENT, COMPLETE, CONTINUOUSLY AVAILABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH CUSTOMER MAY CHOOSE TO PUT THEM. VELOCITYEHS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES, OR THAT THE OPERATION AND USE OF THE SERVICES, WILL MEET CUSTOMER'S REQUIREMENTS; THAT USE OF THE SOFTWARE WILL BE ENTIRELY WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE; OR THAT ALL DEFECTS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MIGHT NOT APPLY TO CUSTOMER.

## 9. INDEMNIFICATION

- (a) **Indemnification by VelocityEHS.** VelocityEHS will indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, or costs ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Claim**") that the Services as provided to Customer, or any use of the Services in accordance with this Agreement, infringe or misappropriate such third party's U.S. copyright or trade secret rights. If such a Claim is made, Customer will permit VelocityEHS, at VelocityEHS's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use the Services. If VelocityEHS determines that neither alternative is reasonably available, VelocityEHS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice, and refund Customer



any prepaid fees covering the remainder of the term of the terminated Customer Order Form. The indemnification and defense obligations of this Section 9(a) will not apply to the extent that the Claim arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by VelocityEHS or authorized by VelocityEHS in writing; (B) modifications to the Software not made by VelocityEHS; (C) a Claim arising from a Service for which there is no charge; (D) a Claim arising from Data, Third-Party Content, or Customer's use of the Service in violation of this Agreement. This Section 9(a) states VelocityEHS's sole liability to Customer, and Customer's exclusive remedy against VelocityEHS, for any type of claim described in this Section.

- (b) **Indemnification by Customer.** Except as prohibited by law, Customer will indemnify, hold harmless, and, at VelocityEHS's option, defend VelocityEHS from and against any Losses resulting from any third-party Claim alleging or based on: (i) infringement or misappropriation of any third-party intellectual property right arising out of or resulting from the Data or any other materials provided by Customer (or Customer's use of such Data or other materials in connection with the Services); (ii) Customer's use of the Services in an unlawful manner or in violation of this Agreement and/or the Documentation; (iii) Customer's use of the Services in combination with data, software, hardware, equipment or technology not provided by VelocityEHS or authorized by VelocityEHS in writing; or (iv) modifications to the Software not made by VelocityEHS.
- (c) **Cooperation.** In the event of any occurrence which may constitute grounds for indemnification under this Section 9, the party seeking indemnification agrees: (i) to notify the other party promptly of any occurrence with respect to which indemnification is sought, provided that any delay shall only relieve the indemnifying party of its obligations hereunder to the extent that the defense of such claim is prejudiced by such delay; (ii) to cooperate with the indemnifying party in the defense of any Claim with respect to which indemnification is sought; (iii) to tender to the indemnifying party the right to assume and control the defense of any Claim with respect to which indemnification is being sought, provided that the indemnifying party may not settle a Claim unless it unconditionally releases the indemnified parties of all liability; and (iv) not to cause or contribute to any occurrence, nor to take any action, or fail to take any action, which causes, contributes to, or increases the indemnifying party's liability hereunder.

## 10. LIMITATION OF LIABILITY

- (a) **Limitation of Liability.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTION 5.
- (b) **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW



THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY.

- (c) **Exceptions to Limitations.** THE EXCLUSIONS AND LIMITATIONS IN SECTIONS 10(A) AND 10(B) WILL NOT APPLY TO: (I) EITHER PARTY'S BREACH OF CONFIDENTIALITY, (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS, (III) CUSTOMER'S VIOLATION OF SECTION 2 (USE OF THE SOFTWARE), OR (IV) CUSTOMER'S INFRINGEMENT OF VELOCITYEHS'S INTELLECTUAL PROPERTY.
- (d) **Disclaimer.** THE FOREGOING TERMS WITH RESPECT TO WARRANTIES, LIMITED REMEDIES, WARRANTY DISCLAIMER, AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VELOCITYEHS AND CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT VELOCITYEHS WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS.

## 11. TERM AND TERMINATION

- (a) **Term of Agreement.** This Agreement commences on the date Customer executes the first Customer Order Form and continues until either terminated in accordance with Section 11(c) or twelve months after all Services ordered hereunder have been provided, have expired, or have been terminated.
- (b) **Term of Purchased Subscriptions.** The applicable Customer Order Form will specify the term of each Subscription. Upon expiration of the then-current term, a Subscription will automatically renew for an additional one-year term unless either party has given the other party written notice of non-renewal at least 60 days prior to expiration. The fees applicable to any such renewal shall be as specified in the Customer Order Form unless VelocityEHS provides Customer notice of different pricing at least 75 days prior to expiration of the then-current term. Any renewal in which the quantities, coverage, or volumes that were previously used to determine pricing have decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.
- (c) **Termination.** A party may terminate this Agreement for cause (i) immediately upon notice in the event of the other party's material breach of this Agreement that remains uncured for 30 days following notice from the non-breaching party, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Notwithstanding anything to the contrary in this Agreement, VelocityEHS may terminate this Agreement immediately with no opportunity for Customer to cure if Customer is in breach of Section 2(d) or Customer violates VelocityEHS's intellectual property rights in the Services. Upon termination or expiration of this Agreement for any reason, all rights and licenses granted to Customer to access and use the Services will automatically terminate and be revoked, and each party will promptly return or destroy, subject to the requirements of Section 11(e), all Confidential Information provided to it by the other party.
- (d) **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with Section 11(c) (Termination), VelocityEHS will refund Customer a pro-rata portion of any prepaid Fees covering the remainder of the term of all Customer Order Forms after the effective date of termination. If VelocityEHS terminates this Agreement in accordance with Section 11(c), VelocityEHS will invoice Customer for all unpaid Fees covering the remainder of the then-current terms of all Customer Order Forms. In no event will termination relieve Customer of its obligation to pay any Fees for the period prior to the effective date of termination.



- (e) **Data Portability and Deletion.** If Customer has an account in good standing, and Customer makes a request prior to the effective date of termination or expiration of this Agreement, VelocityEHS will make the Data available to Customer for export or download as provided in the [VelocityEHS Data Return Policy](#). VelocityEHS will keep all Data available for export for 30 days after the termination date. After such 30-day period, VelocityEHS will have no obligation to maintain or provide any Data, except as required by applicable law.
- (f) **Surviving Provisions.** The termination of this Agreement will not relieve either party of any obligation or liability accrued prior to such termination and will not in any way affect the parties' obligations under Sections 2(c) (Removal of Content), 5 (Fees and Payment), 6 (Proprietary Rights and Licenses), 7 (Confidentiality), 8(c) (Disclaimer of Warranties), 9 (Indemnification), 10 (Limitation of Liability), 11(d) (Refund or Payment Upon Termination), 11(e) (Data Portability and Deletion), 11(f) (Surviving Provisions), 12 (General Provisions), or any other obligations which are expressly stated herein to be continuing or are by their nature continuing.

## 12. GENERAL PROVISIONS

- (a) **Notices.** All notices and communications under this Agreement will be in writing and will be delivered in person, mailed (postage prepaid), or delivered by overnight express carrier, to the address of the parties listed on the applicable Customer Order Form. All notices sent as provided in this Section will be deemed received if personally delivered or faxed with confirmation of receipt, then on the date of receipt; or if sent by overnight express carrier, on the next business day immediately following the day sent; or if by mail, four days after depositing in the U.S. Mail. In addition to and notwithstanding the foregoing, VelocityEHS may also provide such notice and communications to Customer under this Agreement using the electronic e-mail addresses of the Customer contact listed on a Customer Order Form.
- (b) **Agreement to Governing Law and Jurisdiction.** This Agreement will be governed in all respects by the laws of the State of Delaware, USA, without regard to conflicts of laws rules. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Each party consents to the jurisdiction of the relevant court of Delaware, USA, for any legal action, suit, or proceeding arising under or relating to this Agreement and agrees that any such action, suit, or proceeding may be brought only in such courts. Each party further waives any objection to the laying of venue for any such suit, action, or proceeding in such courts or for the purpose of enforcing any such decisions or rulings.
- (c) **Attorneys' Fees.** In any arbitration, suit, action, or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and documented expenses of attorneys, accountants, and other professionals incurred in connection therewith.
- (d) **Export Compliance.** Each of Customer and VelocityEHS will at all times strictly comply with all applicable laws, rules, regulations, and governmental orders, now or hereafter in effect, relating to its performance of this Agreement. Each of Customer and VelocityEHS further agree to make, obtain, and maintain in force at all times during the term of this Agreement, all filings, registrations, reports, licenses, permits and authorizations required under applicable law, regulation or order in order for each party to perform its obligations under this Agreement. The Services, Content, other technology VelocityEHS makes available, and any derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer



shall not permit Users to access or use any Services or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

- (e) **Anti-Corruption.** Each of Customer and VelocityEHS will comply fully with all applicable anti-corruption laws and regulations, including, for example, the United States Foreign Corrupt Practices Act, and any similar laws of any country in which each party operates.
- (f) **Entire Agreement.** This Agreement and any Customer Order Forms constitutes the entire agreement between VelocityEHS and Customer regarding Customer's use of the Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. Notwithstanding the foregoing, VelocityEHS may modify this Agreement at its discretion to address technological, operational, or regulatory changes affecting delivery of the Services; provided, that VelocityEHS must give Customer no less than 30 days' prior written notice of such modification. If Customer does not agree to such modified terms, Customer should discontinue its use of the Services. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Customer Order Forms) is for convenience only. Any conflict between this Agreement and any such document will be resolved in favor of this Agreement. In the event of any conflict between the applicable Customer Order Form and this Agreement, the applicable Customer Order Form will control.
- (g) **Assignment; Change in Control.** Customer may not assign any of its rights or obligations hereunder without VelocityEHS's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety (together with all then-existing Customer Order Forms), without the other party's consent in connection with a merger, acquisition, or sale of all or substantially all of its assets. If Customer is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of a direct competitor of VelocityEHS, then VelocityEHS may terminate this Agreement immediately upon written notice without any further liability. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.
- (h) **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- (i) **No Third-Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the parties hereto. There are no third-party beneficiaries to this Agreement.
- (j) **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. The waiver of any default by either party will not be deemed a continuing waiver and will apply solely to the instance to which such waiver is directed.
- (k) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to applicable law, the parties agree that the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected.
- (l) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached this Agreement, for any delay or failure to perform its obligations under this Agreement resulting from acts or causes beyond its reasonable control, including without limitation, acts of



war, export regulations, third-party labor strikes, power failures, natural disasters, or other similar events (“**Force Majeure Events**”). In the event that either party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the party who has been so affected will promptly give notice to the other and will exercise all reasonable efforts to resume performance. The terms of this Section 12(l) will not apply to Customer’s obligation to pay for Services in accordance with Section 5.

- (m) **Marketing.** Customer hereby authorizes VelocityEHS to disclose that Customer is a customer of VelocityEHS and authorizes VelocityEHS to use Customer’s trademarks (including logos) in connection with such disclosures. VelocityEHS acknowledges and agrees that all proprietary, intellectual property, and any other rights in and to Customer’s name, logo, service marks, and/or trademarks are Customer’s sole and exclusive property.
- (n) **Federal Government End User Provisions.** In the event that the Software may be delivered to a federal government end user or for ultimate federal government use: VelocityEHS provides the Software solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with VelocityEHS to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.
- (o) **Counterparts.** If this Agreement is attached to a Customer Order Form that is being executed manually by the parties with handwritten signatures, then this Agreement may be executed in one or more counterparts, all of which together will constitute one original document. Counterparts may be delivered via facsimile or electronic mail (including pdf or an electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. If this document is a standalone electronic document having been referenced by URL, Customer acknowledges and agrees that it has read this document and agrees to its terms and conditions.

### 13. DEFINITIONS

Terms used in this Agreement with their initial letters capitalized have the meanings ascribed to them in this Section or where they are elsewhere defined in this Agreement. Any term defined in the singular will have the corresponding definition in the plural (and vice versa). As used in this Agreement:

- (a) “**Affiliate**” means, with respect to either party, any entity that directly or indirectly controls, or is controlled by, or is under common control with that party.
- (b) “**Agreement**” means this VelocityEHS Master Subscription & Services Agreement, together with all Customer Order Forms entered into hereunder.
- (c) “**Content**” means Documentation, Materials, and other information provided by VelocityEHS to Customer through the Services.
- (d) “**Credentials**” means the username, login ID, password, and similar credentials issued by VelocityEHS or created by Customer or a User, which enable access to the Services.



- (e) **“Customer”** means, in the case of an individual entering into this Agreement on his or her own behalf, such individual, or in the case of an individual entering into this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is entering into this Agreement and each of its Users.
- (f) **“Customer Order Form”** means Customer’s order for Services through an ordering document specifying the Subscription(s) and/or Professional Service(s) to be provided under this Agreement that is entered into between Customer, on the one hand, and VelocityEHS or any of its Affiliates, on the other hand, including any exhibits, schedules, addenda, and supplements thereto.
- (g) **“Data”** means any information, data, and/or files that Customer transmits, uploads, creates, or stores to or on the Software in connection with Customer’s use of the Software, including Personal Data.
- (h) **“Documentation”** means VelocityEHS’s online user guides, documentation, and help and training Materials that VelocityEHS provides or makes available to Customer, as updated by VelocityEHS from time to time.
- (i) **“Malicious Code”** means code, files, scripts, agents, or programs intended to do harm, including, for example, computer viruses, worms, Trojan horses, logic bombs, spyware, adware, and backdoor programs.
- (j) **“Materials”** means web pages, data, messages, text, images, photographs, graphics, audio, video, podcasts, webcasts, documents, press releases, white papers, product data sheets, and all copyrightable works created by or delivered by VelocityEHS or its Affiliates in connection with this Agreement.
- (k) **“Personal Data”** means all personally identifiable information, including name, address, telephone number, e-mail address, account or policy information, about an identified or identifiable natural person.
- (l) **“Professional Services”** means any implementation, configuration, training, consulting, or other services ordered by Customer to be provided by VelocityEHS or its Affiliates under this Agreement.
- (m) **“Services”** means any Subscription(s) and/or Professional Services ordered by Customer and provided by VelocityEHS or its Affiliates under this Agreement.
- (n) **“Software”** means the software specified in the Customer Order Form that is made available to Customer by VelocityEHS during the applicable Subscription period, including the information and Content contained therein.
- (o) **“Subscription”** means Customer’s right to access VelocityEHS’s and its Affiliates’ online-hosted Software applications and certain related Software applications designed for installation on Customer’s and its Users’ computers and mobile devices and the information and Content contained therein, ordered by Customer and for a term specified in a Customer Order Form.
- (p) **“Third-Party Content”** means third-party information obtained by VelocityEHS and made available to Customer through the Services.
- (q) **“Users”** means individuals appointed by Customer to access and use the Software, which may include Customer’s officers, employees, consultants, and agents performing services for Customer or on Customer’s behalf.



## CUSTOMER ORDER FORM

222 Merchandise Mart Plaza, Suite 1750  
Chicago, IL 60654  
Ph: 312.881.2000  
Fax: 866.320.1021  
Tax ID #: 04-3626476

**Contract Number:** 124434  
**Issued Date:** 11/16/2021  
**Issued By:** Rachel Coffman  
**Offer Valid Through:** 12/16/2021

### Customer Information

**Customer:** County of Nassau  
**D-U-N-S® Number:** 065914996

**Attn:** Raven Jones  
**Address:** 96135 Nassau Pl Ste 1  
Yulee, FL 32097-8635

### Terms and Conditions

**Related Contract:** Not Applicable  
**Contract Start Date:** Fourteen (14) calendar days after execution  
**Contract End Date:** Determined upon execution  
**Initial Term:** 3 Years  
**Coverage:** 1 Location(s)

**Payment Terms:** Net 45  
**Billing Frequency:** Annually, in advance  
**Initial Invoice Due:** 45 Days from Execution

Chemical Management				
Subscriptions				
Item	Qty	Year 1	Year 2	Year 3
HQ Account	1	\$17,898.00	\$8,499.00	\$8,499.00
Management Licenses - HQ	2	Included	Included	Included
Professional Services				
Item	Qty	Year 1	Year 2	Year 3
Implementation Services	1	Included		
eBinder Valet	1000	Included		
GHS Label Package	1000	Included		
Verification Services	250	Included	Included	Included
Ongoing GHS Label Package	250	Included	Included	Included
<b>Total</b>		<b>\$17,898.00</b>	<b>\$8,499.00</b>	<b>\$8,499.00</b>

This Customer Order Form, including all Exhibits, and the Services provided hereunder are governed by the terms and conditions of the VelocityEHS Master Subscription and Services Agreement, as posted on <https://www.ehs.com/mssa>, which is hereby incorporated into this Customer Order Form (the "Agreement"). By signing below, Customer agrees to be bound by such terms and conditions as of the date of signing. VelocityEHS may deem this Customer Order Form null and void if the executed agreement is not received by VelocityEHS by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

### County of Nassau

### VelocityEHS

Signature:

Taco E. Pope, AICP Signature:

Kyle Centers

Name:

Taco E. Pope, AICP Name:

Kyle Centers

Title:

County Manager Title:

Sales Manager





## CUSTOMER ORDER FORM

Date:

12/14/2021

Date:

12/15/2021