



## Chemical Management Terms and Conditions

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These Chemical Management Terms and Conditions (the “**Chemical Terms and Conditions**”) govern the provision of Cority’s Chemical Management module and form part of the Hosted Software and Services Agreement or software as a service agreement (the “**Agreement**”) between Cority Software Inc. or its affiliate (“**Cority**”) identified on the order form or statement of work, and the entity identified as “**Client**” on the order form or statement of work.

By entering into an order form and/or an Agreement that references and incorporates these Chemical Terms and Conditions, Client accepts the terms and conditions set forth herein. If the individual accepting these Chemical Terms and Conditions is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity to these Chemical Terms and Conditions.

All capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

### 1. **CHEMICAL MANAGEMENT TERMS AND CONDITIONS**

- 1.1. If Client has purchased a subscription to the Chemical Management Module, the parties agree as follows:
  - 1.1.1. Cority will contact suppliers, at least once every two years, to update the product safety data sheet made available through the Software if required. The Software will notify select administrators when a safety data sheet has been updated.
  - 1.1.2. At the end of each subscription year, Cority will review the total number of safety data sheets used by the Client. If the Client has exceeded the number of safety data sheets licensed under an order form, statement of work or the Agreement, Cority will invoice client for the extra safety data sheets at the rate agreed upon in the order form, statement of work or the Agreement.
  - 1.1.3. Cority does not represent and warrant that it has a copy of all safety data sheets in its records. If Cority does not have a safety data sheet in its records, Cority or its third-party safety data sheet vendor will contact the manufacturer in order to obtain the safety data sheet. If the manufacturer does not provide the safety data sheet information, Client will provide Cority with reasonable assistance, as required, in order for Cority to obtain such safety data sheet from the manufacturer.
  - 1.1.4. Cority is not responsible for incorrect or inaccurate information in an SDS or information taken from the SDS, or for actions taken by Client or its employees, agents, or representatives in reliance on this Agreement.
  - 1.1.5. Upon request, Client will execute a letter ordering a manufacturer to provide Cority and its third-party safety data sheet vendor with a copy of the safety data sheet for the manufacturer’s products. The template of the letter including, without limitation, the form and content of the letter will be provided by Cority.