

## DIGITAL PROGRAM ADDENDUM

A “Digital Program” or “Program” is a program identified on <https://www.ecolab.com/ecolab3d> for which Customer has subscribed in a Purchase Order or other ordering document. Customer grants to Nalco Water, and its affiliates, a license to use data provided or made available by Customer to Nalco Water in connection with the Program (“Customer Data”) as necessary to provide the Program to Customer, to incorporate Customer Data into aggregated and anonymized data sets and for the purpose of improving Nalco Water’s and its affiliates goods and services and for creating for its own account any general information or insights that may be derived from Customer Data for any lawful purpose, which license will survive the Program (the “Purpose”). Nalco Water is permitted to utilize subcontractors or other vendors in the performance of the Program with Customer Data provided that such subcontractor or vendor has agreed to use the Customer Data only for the Purpose and to treat Customer Data as confidential information. Customer agrees to maintain reasonable measures to ensure the security of its information, computer and internet systems, including data security, and will hold Nalco Water and its affiliates harmless from claims relating thereto including, without limitation, third party actions in connection therewith, excluding only damages to the extent caused by Nalco Water’s willful misconduct or fraud. Customer will ensure the security of the passwords and usernames used by Customer personnel to use the Program and is solely responsible for access control maintenance (including access termination) in connection with its use of the Program. The Program is warranted to perform as set forth in the program description and is otherwise provided “as-is” and without warranty that it will be uninterrupted or error free. In no event shall either party have any liability for indirect or consequential damages related to the Program. Nalco Water’s liability with respect to the Program shall in no event exceed the annual fees associated with the Digital Program.

The following are terms and conditions for rental our use of Nalco Water-owned products or other equipment or items (“Equipment”) that are provided in connection with Program: (a) Equipment shall remain the sole personal property of Nalco Water. Customer shall take no action inconsistent with Nalco Water’s title to the Equipment, and shall not move, encumber or alter the Equipment without Nalco Water’s written consent. Customer acknowledges that if certain meters and other Equipment need to be moved in due to maintenance or any work for Customer’s water treatment system, equipment and facilities, then Customer shall notify Nalco Water in advance so that reasonable action including temporarily moving such Equipment can be taken, at Customer’ sole cost and expense. (b) Customer shall be responsible for any personal property or use taxes for the Equipment. (c) Customer grants Nalco Water the right to enter Customer’s facility during business hours to conduct periodic service checks of the Equipment. (d) Customer shall not use the Equipment with any materials or products other than those recommended or approved by Nalco Water. The proper functioning of the Equipment is conditioned upon Customer operating it in accordance with Nalco Water’s recommendations. (e) Customer shall install and provide the utilities necessary, as well as a suitable location for the Equipment. Customer shall receive, unload, place and remove Equipment at no cost to Nalco Water and is responsible for procuring any necessary permits or licenses for such actions. (f) Customer assumes all risk of loss or liability arising from or pertaining to its possession, operation or use of the Equipment, and shall hold Nalco Water 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 caused by Nalco Water’s negligence. (g) Upon termination of the Agreement by either party, Customer shall

return Equipment to Nalco Water at Customer's sole expense in the same condition as received, ordinary wear and tear excepted. If Equipment is lost, damaged or destroyed, Customer shall pay the cost of replacement or repair at Nalco Water's prevailing charges.

Customer shall, in its use of the Program, collect, access, use, store, disclose, dispose of, transfer, transmit to Nalco Water (or its designee) Customer Data in accordance with the requirements of all applicable laws including, without limitation, applicable data protection laws and regulations. Customer represents and warrants that Customer Data will not include any protected health information, or any other information of the type enumerated in Article 9 of the General Data Protection Regulation, Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 or the analogous laws of any other jurisdiction (such data, "Personal Data"). The Data Processing Agreement Annex located here: [Data Processing Agreement](#) (as such Annex may be updated from time to time), applies to the extent Nalco receives from Customer, or otherwise Processes for or on behalf of Customer, any Personal Data in connection with the Agreement.