

ECOLAB 3D™ DIGITAL PROGRAM GENERAL TERMS AND CONDITIONS

You (“Customer”) 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 (the “General T&C”), including Ecolab’s Data Processing Agreement incorporated herein by reference and available at <https://www.ecolab.com/ecolab3DTandC> (the “Data Processing Agreement,” and together with the General T&C, the “General Terms and Conditions”), form a part of the Program Agreement executed between Customer and Ecolab or its affiliate (the “Program Agreement” or “Agreement”), when these General Terms and Conditions are referenced in such Program Agreement or by using any Ecolab 3D™ Digital Program or by acknowledging acceptance of these General Terms and Conditions electronically or otherwise. Your access and use of the Program is your agreement to be bound by these General Terms & Conditions. 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. If Ecolab and Customer are parties to a prior agreement and terms and conditions contained in these General Terms and Conditions are contrary to the terms contained in such prior agreement and the terms of such prior agreement apply to the matters set forth in these General Terms and Conditions, the contrary terms contained in these General Terms and Conditions will not apply.

1. Definitions. Capitalized terms shall have the definition set forth herein including:

- a. “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.
- b. “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.
- c. “Documentation” means all documentation and other materials related to the Software, 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.
- d. “Program” or “Digital Program” means the program service offering identified in the Agreement which are provided in Software, Documentation, Products and/or Services.
- e. “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.
- f. “Intended Purposes” mean only the purposes of the Software, Products or Services as described in any Documentation or the Agreement.
- g. “Licensed Locations” means the Customer’s licensed locations as identified in the Agreement.
- h. “Personal Data” means 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 including, but not limited to, the definitions in the Data Processing Agreement.
- 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. Reservation of Rights; Restrictions. Ecolab reserves all rights not specifically granted to Customer under the Agreement. Customer shall not and shall not permit any other person (other than its affiliates identified in the Agreement) to: (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) copy or distribute any Software, Documentation, Product or Service without Ecolab's prior written approval; (iii) 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; (iv) 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; (v) 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; (vi) 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 thereof; (vii) use the Software, Documentation, Products or Services in the operation of a service bureau, timesharing or hosting purposes or otherwise use the Software, Documentation, Products or Services for the benefit of third parties; (viii) disclose information or analysis (including without limitation benchmarks) regarding the quality or performance of the Software, Documentation, Products or Services; or (ix) 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.
- c. 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.
- d. 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 to any third party, or use such confidential information for any purpose not authorized herein.
- e. 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"). Usage of Software, Product or Service is deemed to constitute acceptance of additional terms applicable to Third-Party Technology. Any breach by Customer of any Third-Party Technology license is also a breach of the Agreement.
- f. Customer Responsibilities. Customer shall have sole responsibility for procuring the hardware and internet connectivity in order to access Program as well as for complying with Ecolab's technical requirements to upload Customer Data. Customer will ensure the security of all passwords and user-names 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 or unauthorized access to passwords or user names. 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.
- g. Customer Data License. Ecolab acknowledges and agrees that Customer owns and retains all right, title and interest in and to Customer Data. 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 and for creating Derived Data. 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. Without limiting Section 2 above, 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 and any associated privacy terms.
- c. 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.
- d. Ecolab works with other companies that help Ecolab provide products and services, including modifications and updates thereto, to Customer, such as third-party manufacturers, third-party software providers, cloud-hosting service providers, freight carriers, and credit card processing companies, and Ecolab may share certain information with these companies for this purpose including information regarding Customer’s use of the Software, Documentation, Products and Services.

4. Data Privacy; Data Security; Privacy Policy.

- a. Customer shall, in its use of the Software, Documentation, Products and/or Services, collect, access, use, store, disclose, dispose of, transfer, transmit to Ecolab and otherwise process Personal Data of Customer and its users in accordance with the requirements of all applicable laws including, without limitation, applicable data protection laws and regulations and data privacy provisions of the Data Processing Agreement. 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. Customer agrees to indemnify and hold Ecolab and its affiliates harmless from any claim related to the foregoing.
- b. Customer acknowledges and agrees that Ecolab may store, share, process and use Customer Data for the purposes defined in these Terms and Conditions. Ecolab may also share such data globally with its Affiliates and subsidiaries and within the Ecolab group of companies. If Ecolab is receiving Customer Data from the European Union, such Customer Data shall be subject to the Data Processing Agreement.
- c. The storing and hosting of Customer Data via Program 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.

- d. Customer represents and warrants that Customer Data will not include any information deemed to be sensitive under any law or regulation, including but not limited to health information, 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. 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's liability shall be subject to the provisions of Sections 2(i) and 4(a), (b), (c), (d) and (f) of this Agreement.
 - f. 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 will act as though any electronic communications it receives under Customer's user names have been sent by Customer. 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.
5. **Customer Support.** 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 two additional 12-month periods (each an "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; or (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. 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; provided, that if Customer fails to remove such Customer Data within a reasonable time, not to exceed sixty (60) days following such termination, then Ecolab may retain or destroy such Customer Data without liability with respect thereto. 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. 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: Sections 2(d); 2(f); 4(a); 7; 11; 12; 13; 14; and 15 and the Data Processing Agreement.
 8. **Fees; Terms.** Ecolab shall charge a fee for the Program as set forth in the Agreement. Except as otherwise agreed in the Agreement, all payments are due within 30 days following the invoice date. 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 terminate the Program and/or 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 cost.

9. **Rental and Purchase of Products.** The following terms and conditions for rental our use of Ecolab-owned products or other equipment, parts and/or items ("Equipment") in connection with Program are agreed: (a) Equipment shall remain the sole personal property of Ecolab; (b) Customer shall not use the Equipment with any materials or products other than those recommended or approved by Ecolab; (c) Customer shall not alter the Equipment without Ecolab's written authorization; (d) 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. 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.
10. **Ecolab Warranties.** 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. PRODUCTS WILL MEET ANY SPECIFICATIONS SET FORTH IN THE AGREEMENT.
11. **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 10 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'S CUMULATIVE AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENTS SHALL NOT EXCEED THE FEES 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.

12. Indemnity.

- a. Without limiting Customer's obligations set forth in this Agreement, 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 12 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. 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.
- c. 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.

13. 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, merger, consolidation, reorganization or otherwise, without Ecolab's prior written consent, which consent Ecolab may give or withhold in its sole discretion. 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 the Agreement without Customer's consent.

14. Intellectual Property Rights. 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.

15. 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 including the Data Processing Agreement and any other terms, the terms in the following order shall govern over terms contained in subsequent documents: portions of 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 and take precedence followed by these General Terms and Conditions, the remainder of the Agreement and the Data Processing Agreement and finally any other mutually agreed terms.

- b. Ecolab is permitted to utilize subcontractors 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.
- c. 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, pandemics, and explosions.
- d. 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.
- e. 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. Notice to Customer: Ecolab may provide any notice to Customer using electronic means, whether through the Program or email. Notices sent by email shall be deemed to have been given when Ecolab sends the email and notices sent via the Program shall be deemed given when posted.
- f. The Agreement constitutes the entire understanding between Ecolab and Customer concerning the matters addressed in these General Terms and Conditions and the Agreement, though these terms may be superseded by a separate, signed agreement that specifically indicates that it supersedes these Terms and Conditions.
- g. Notwithstanding the provisions of Section 15(a) hereof, the parties agree that the Agreement (excluding the Fees 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 15(e) 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.
- h. 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 products, in violation of U.S. export-control or customs laws or regulations.
- i. 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.