

MASTER SERVICE AGREEMENT

Last Updated: 8 August 2025

This Master Service Agreement (“Agreement”) is entered into by and between ENVIRONMENTAL & SAFETY SUPPORT GROUP, LLC (dba ESSG), an Oklahoma corporation (“Provider” or “Party”), and the entity indicated on the applicable Quote and/or Quote and/or Order Form (“Customer” or “Client” or “Subscriber” or “Party”). By executing a Quote and/or Order Form that references this Agreement, Customer acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

1. BACKGROUND

A. Provider and its partners operate various platforms, software, and related service offerings and other cloud-based applications and services related to health and safety compliance, and related professional services (collectively, the “Services”).

B. Customer wishes to engage Provider to deliver one or more Services as set forth in applicable Quote, Order Forms, and/or Statements of Work (SOWs), or other mutually agreed documents.

C. The Parties agree that this Agreement shall govern all Services provided by Provider to Customer on a non-exclusive basis.

2. TERM

This Agreement becomes effective upon execution of the initial Quote and/or Order Form or SOW (“Effective Date”). The term shall be as stated in the applicable Quote, Order Form, or SOW. If no term is specified, the term shall be one (1) year from the Effective Date, automatically renewing for successive one-year periods unless either Party provides at least thirty (30) days’ written notice prior to the end of the then-current term.

3. BILLING & PAYMENT

Unless otherwise noted on the Quote, Order Form, or SOW, fees are invoiced in advance per the schedule in the applicable Quote, Order Form, or SOW. Fees are non-refundable except as expressly provided herein. Customer is responsible for all applicable taxes and duties. Invoices not received on or before the due date may be subject to a late fee of .6% per day or \$25 whichever is greater. Late payments not cured within ten (10) business days of notice may result in suspension of Services. Fees for specific Services are set forth in the applicable Quote, Order Form, or SOW.

4. HOLD HARMLESS

Subscriber agree to hold Provider, its principals, employees, and/or contractors harmless from any and all liabilities, costs, and expenses related to this engagement, including those of our legal counsel, incurred because of any action taken or committed to be taken by us in good faith.

5. LIMITED WARRANTY

Subscriber understands and agrees that Provider's services, and any Provider software, are provided "as is" and "as available". Provider expressly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a

particular purpose or non-infringement. Provider makes no warranty or representation regarding Provider's services, any information, materials, goods or services obtained through Provider's services or website, or that Provider's services will meet any subscriber requirements, or be uninterrupted, timely, secure or error free. Use of Provider' services and website are at subscriber's sole risk. Subscriber will be solely responsible for any damage to subscriber resulting from the use of such service or website. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to subscriber. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

6. LIMITATION OF LIABILITY

The Maximum Extent Permitted By Applicable Law, in no event will Provider its Providers or affiliates be liable for any special, incidental, indirect, special, exemplary or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss, arising out of, or resulting from, (i) The use of or inability to use the Provider services, website, or Provider software, or (ii) the provision of or failure to provide support services, or (iii) the acquisition of any good or services purchased or obtained through Provider's services or website, or (iv) messages received or transactions entered into through Provider's services or website, (v) unauthorized access to or alteration of user's transmissions or data, (vi) the procurement of substitute goods and services, arising in tort (including negligence), contract or any other legal theory, even if Provider has been advised of the possibility of such damages. In any case, the Provider's maximum cumulative liability and subscriber's exclusive remedy for any claims arising out of or related to this agreement will be limited to the amount actually paid by subscriber for the applicable subscribed services. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to SUBSCRIBER. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

7. SUCCESSORS AND ASSIGNS

Assignment of this Agreement by either party may not occur without the other's prior written consent. Either party, however, may assign this Agreement to any successor by merger, consolidation, or sale of all or substantially all its assets without the consent of the other party, provided the assigning party gives at least thirty (30) days prior written notice to the non-assigning party of such assignment, and any such assignment by a party is not to a direct competitor of the other party. Any attempt to assign this Agreement in a manner that does not comply with this Section will be void. This Agreement, to the extent not prohibited by other conditions or terms herein, is binding upon the parties and their successors and assigns.