

MASTER SERVICE AGREEMENT

Last Updated: August 9, 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

Subscribers 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's 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

Except as otherwise provided in this Section, neither party may assign this Agreement without the prior written consent of the other party.

Notwithstanding the foregoing, **Provider may assign, sell, transfer, or convey this Agreement, without the consent of Client**, in connection with:

1. a merger, consolidation, reorganization, change of control, or sale of Provider;
2. the sale or transfer of all or substantially all of Provider's assets;
3. **the sale, transfer, or assignment of the business, division, product or service line, customer accounts, customer contracts, recurring revenue portfolio, or other assets of Provider of which this Agreement forms a part; or**
4. **any sale or transfer of this Agreement individually or together with one or more other customer agreements or related business assets.**

In connection with any such transaction, **this Agreement shall be transferable as an asset of Provider and may be assigned to and assumed by the purchaser, acquiring entity, or other successor ("Successor")**. Upon such assignment and assumption, the Successor shall succeed to Provider's rights, benefits, and obligations under this Agreement, and **this Agreement shall**

remain in full force and effect for the remainder of its then-current term as if the Successor were the original Provider.

Provider shall provide Client written notice of any such assignment or transfer as soon as reasonably practicable following the effective date of the transaction. **Client's consent or approval shall not be required for an assignment permitted under this Section.**

Client may assign this Agreement without Provider's prior written consent in connection with a merger, consolidation, reorganization, change of control, or sale of all or substantially all of Client's business or assets, provided the assignee assumes Client's obligations under this Agreement.

Any attempted assignment that does not comply with this Section shall be void. **This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.**