

## SERVICE AGREEMENT

### EPCRA Tier II Reporting

Last Updated: November 6, 2025

This Service Agreement (“Serv-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 Order Form (“Customer” or “Client” or “Subscriber” or “Party”). This Serv-Agreement is incorporated by reference into, and governed by, the Master Service Agreement (“MSA”) between the Parties. In the event of a conflict between this Serv-Agreement and the MSA, the terms of the MSA shall control unless otherwise expressly stated herein.

### 1. SERVICE DESCRIPTION

Provider will:

- Provide the following professional services in accordance with the Emergency Planning and Community Right-to-Know Act (EPCRA) Section 312 and the State’s Administrative Code applicable to the Client’s facility.
- Evaluate all on-site chemical inventories and Safety Data Sheets (SDSs) to determine which substances meet or exceed Tier II reporting thresholds.
- Identify any Extremely Hazardous Substances (EHS) and confirm threshold planning quantities (TPQ).
- Prepare the official Tier II submission using the **Tier II Submit** or alternate software required by the State applicable to the Client’s facility for the applicable reporting year that falls within the 12-month period of each agreement.
- Include all mandatory data fields (CAS #, storage type, container size, hazard categories, etc.).
- Provide copies of the certified submission to the **Local Emergency Planning Committee (LEPC)** and **local fire department**, as required.
- Supply the Client with a **PDF copy of the final report package** for internal recordkeeping.
- Deliver all files in a digital archive (data file and PDFs,).
- Maintain record of submission confirmation and filing receipt.

### 2. ASSUMPTIONS

Under this Serv-Agreement, the following assumptions are made unless otherwise specifically noted on the Quote and/or Order Form:

1. This service is in conjunction with an active US SDS Chemical Inventory Module.
2. Applies to the number of facilities listed in the Quantity in the Quote and/or Order Form.
3. All relevant SDSs and usage data are current within the US SDS Chemical Module.
4. Any governmental filing fees (Federal, State, or Local) are sole responsibility of the Client and are not included in the price of this service.

#### **4. BILLING & PAYMENT**

Subscription fees on the Quote and/or Order Form include evaluation, preparation, review, and electronic submission of Tier II reports for each of the number of facilities listed on the Quote and/or Order Form (i.e. the Quantity on the quote is 1 = 1 facility, 2 = 2 facilities, etc.). Additional facilities will be invoiced at the per-facility rate specified in the applicable Quote or Order Form. All other billing, payment, and tax obligations follow MSA Section 3.

#### **5. TERM & TERMINATION**

This Serv-Agreement will run concurrently with the applicable Quote or Order Form and the MSA. Auto-renewal applies per the terms of the MSA. Either Party may terminate this Serv-Agreement in accordance with MSA Section 2.

#### **6. GENERAL**

All other terms, conditions, and definitions contained in the MSA remain in full force and effect and are incorporated herein by reference.