

SafetyCulture Terms and Conditions

(1) Your Acceptance

- a) This agreement (**Agreement**) governs any products and services (**Services**) provided to you by SafetyCulture.
- b) This Agreement is between the SafetyCulture entity that owns or operates the Services that you are using or accessing (listed at <https://safetyculture.com/legal/safetyculture-group/>) (**SafetyCulture**) and the person or entity agreeing to these terms (**you**). This Agreement does not apply if you have a written agreement executed by SafetyCulture for the provision of the Services, in which case such agreement will govern your use of the Services.
- c) You warrant that you are over the age of eighteen and have the power and authority to enter into and perform your obligations under this Agreement. If you enter into this Agreement on behalf of your company, then "you" in the remainder of this Agreement means your company, and you warrant that you are properly authorised to bind your company to this Agreement.
- d) You agree to the terms of this Agreement when you submit an Order or create an account to access or use a Service. This Agreement becomes binding on the date that SafetyCulture accepts your Order or first makes the Services available to you, whichever is earlier (**Commencement Date**).

(2) Scope

- a) This Agreement comprises:
 - (i) the terms specified in the relevant order form completed pursuant to section (13) (**Order**);
 - (ii) these terms and conditions (**General Terms**);
 - (iii) the terms applicable to each Service set out in product and services modules in this Agreement (**Product and Services Modules**); and
 - (iv) the SafetyCulture policies, being the Privacy Policy and Acceptable Use Policy applicable to the relevant Service, Website Terms and Conditions, and Community Terms and Conditions accessible at <https://safetyculture.com/legal/>, and any other policies or terms referenced in this Agreement (**SafetyCulture Policies**).
- b) If any of the terms listed in this section (2)(a) are inconsistent, the terms first listed will have priority to the extent of any inconsistency.

(3) Services

- a) The Services include: (i) the cloud-based, software-as-a-service solutions (**Subscription Services**); (ii) related support services; and (iii) any other products or services SafetyCulture provides to you as specified in an Order, but excludes:
 - (i) any data, information, templates, content, code, video, images or other materials or information of any type that you upload to the Subscription Services, generate by using features of the Subscription Services or otherwise provide to SafetyCulture in connection with the Services (**Your Data**);
 - (ii) any modifications made by you or on your behalf (**Your Modifications**) to the Services, technology, data, information, programs, material or other content SafetyCulture provides or makes available to you;
 - (iii) shared materials created by SafetyCulture or users of the Services that are published or made available to you (**Shared Materials**);
 - (iv) any hardware supplied by SafetyCulture related to the Services; and
 - (v) any connector/s built or modified by any party other than SafetyCulture or its subcontractors.
- b) SafetyCulture reserves the right to make changes to the Subscription Services in its sole discretion from time to time, including the functionality, features, performance, user interface, and usability, and you agree that this Agreement will apply to any changes or updates to the Subscription Services. SafetyCulture will notify you of any change to the Subscription Services (other than No-Charge Services) that reduces its functionality or features in any material respect or if it discontinues any Service and is not replaced by a substantially equivalent function or feature. If SafetyCulture has notified you under this section (3)(b), you may terminate the affected Services upon providing notice to SafetyCulture within 30 days after the date of such notice, and SafetyCulture will refund any prepaid, unused Fees in respect of any terminated Subscription Services. Nothing in this section (3)(b) limits SafetyCulture's ability to discontinue any Service or to make changes as required to comply with applicable law, address a material security risk, or avoid a substantial economic or technical burden.
- c) SafetyCulture will make the Subscription Services available to you and all individual users nominated, permitted or invited by you to access the Subscription Services (**End Users**) solely for your internal business operations during the subscription period specified in your Order (**Subscription Term**) and in accordance with any usage restrictions

specified in the applicable Order and relevant Product and Services Module. The license granted to you under this section (3)(c) is non-exclusive, worldwide, non-sublicensable and non-transferable.

- d) Unless permitted by law or as otherwise expressly permitted in this Agreement, you must not (nor may you encourage, authorise or assist any third party to):
 - (i) rent, lease, distribute, license, sublicense, sell, transfer, assign, distribute or otherwise provide access to the Services to a third party;
 - (ii) reproduce, modify, adapt, or create derivative works of, the Services or remove or tamper with any disclaimers or other legal notices in the Services;
 - (iii) reverse engineer, disassemble, decompile, transfer, exchange or translate the Services or otherwise seek to obtain or derive the source code or API;
 - (iv) incorporate the Services into any service that you provide to a third party; or
 - (v) use the Services to provide services, or to create a service that competes with the Services.
- e) You must promptly notify SafetyCulture in writing of any breach of the above conditions of use.
- f) You are solely responsible for ensuring that any desktop, mobile telephone or handheld device (**Devices**) and systems are compatible with the Subscription Services and meet any minimum requirements specified by us.

(4) No-Charge Services

SafetyCulture may offer certain Services to you at no charge, including free accounts, Third Party Products, trial use, and access to pre-release, early release and beta products (**No-Charge Services**). You agree that pre-release, early release and beta products are still in development and may contain errors and bugs. Your use of No-Charge Services is subject to any additional terms that SafetyCulture specifies from time to time and is only permitted for the period designated by SafetyCulture, or if no such period is designated, 30 days. SafetyCulture may terminate your right to use No-Charge Services at any time and for any reason in SafetyCulture's sole discretion, without liability to you.

(5) Your Accounts

- a) You must register for an account in order to access or receive the Services and to receive notices and information from SafetyCulture (**Customer Account**).
- b) All End Users must establish a named account to access the Services(**End User Account**). Each End User Account must not be shared.
- c) SafetyCulture's Services are not directed at, nor to be used by, persons under the age of eighteen. You are responsible for ensuring that all End Users meet the age requirement.
- d) You must provide all relevant disclosures to, and obtain all relevant consents from, End Users to allow us to provide the Services to End Users, including SafetyCulture's use, collection and sharing of information in accordance with our Privacy Policy.
- e) You may specify one or more administrators who may elect to have password protected rights to access administrative account(s) (**Admin Account(s)**) to administer the Services and End User Accounts.
- f) You are responsible for all actions taken through your Customer Account, all End User Accounts and Admin Accounts under your Customer Account (together, **Your Accounts**). Your responsibilities include:
 - (i) maintaining the confidentiality of the passwords associated with each of Your Accounts;
 - (ii) ensuring that only those individuals authorised by you have access to Your Accounts; and
 - (iii) ensuring that all activities that occur in connection with Your Accounts comply with this Agreement.
- g) If you are an End User, your account is managed by the Admin Account(s) (and not you). The Admin Account(s) can control your use of the Subscription Services, including adding or removing you from accessing the Subscription Services, enabling or disabling certain features or functionality within the Subscription Services, and deleting or re-assigning ownership of Your Data and Your Modifications. You acknowledge that your End User Account may become managed by the entity that owns or controls the email address domain (such as your employer) with which your account was established (such as your work email address). SafetyCulture is not responsible for any actions taken by Account Admin(s).

(6) Intellectual Property Rights

- a) SafetyCulture and its licensors have and retain all rights, title and interest, including all intellectual property rights, copyright, trade or service marks, designs, patents, rights in circuit layouts, domain names and trade names anywhere in the world (**Intellectual Property Rights**) in and associated with the Services.

- b) You and your licensors retain ownership of all rights, title and interest, including Intellectual Property Rights, in Your Data.
- c) You grant to SafetyCulture a non-exclusive, worldwide, limited term, royalty-free, sublicensable licence to access, use, modify, reformat, publish, process, copy, distribute, export, and display Your Data to the extent required to enable SafetyCulture to provide the Services to you. SafetyCulture may collect data and other information relating to your use of the Services, including Your Data (**Usage Data**), and SafetyCulture may use (during and after the Term) such Usage Data to for its internal business purposes, including to improve, support and operate the Services, generate aggregated data sets and for reporting and analysis. SafetyCulture may only disclose Usage Data in an aggregated form in a manner that does not identify any individual.
- d) To the extent that you share a template or course which contains Your Data or Your Modifications with other users or publicly via a SafetyCulture website, you grant to SafetyCulture and each other user a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable licence to access, use, modify, reformat, publish, process, copy, distribute, export, and display such template or course to the extent necessary to make those templates and courses available and to use such templates and courses. You may disable the ability for Your Account(s) (other than Admin Account(s)) to share templates or courses with other users by contacting SafetyCulture's support team.
- e) If you or your End Users choose to submit feedback to us, you grant to SafetyCulture a worldwide, perpetual, irrevocable, royalty-free licence to use, modify, publish, process, copy, distribute, export, and display, and make and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback, and waive all moral rights you or your End Users may have in such feedback.

(7) Downloading Shared Materials

If you download Shared Materials, to the extent permitted by law:

- a) your use of Shared Materials is at your own risk;
- b) SafetyCulture excludes all liability to you and any third party in respect of your use of Shared Materials; and
- c) it is your responsibility to assess (and if necessary, obtain professional advice on) the suitability of Shared Materials for your purposes and any modifications required to meet those purposes.

(8) Your Data

- a) You warrant that Your Data and Your Modifications:
 - (i) comply with the SafetyCulture Policies, including the Acceptable Use Policy;
 - (ii) are not false, misleading or inaccurate;
 - (iii) do not infringe third party rights (including Intellectual Property Rights and privacy rights), that you own all rights, title, and interest, including Intellectual Property Rights, in Your Data and Your Modifications and that you have otherwise secured all necessary rights in Your Data and Your Modifications as may be necessary to grant the licenses pursuant to this Agreement;
 - (iv) comply with all applicable laws; and
 - (v) are not infected with viruses or any other malicious computer code, files or programs.
- b) You acknowledge and agree that SafetyCulture may remove Your Data or Your Modifications from the Services and SafetyCulture's websites if we suspect (acting in good faith) that any of the warranties set out in section (8)(a) are or are likely to be untrue. To the extent practicable, permitted by law and provided it does not pose a risk to SafetyCulture or other users, SafetyCulture will notify you of any removal under section (8)(b).
- c) You must ensure that you obtain all necessary consents from relevant individuals for the use of their Personal Information contained within Your Data in order for SafetyCulture to provide the Services to you.
- d) You acknowledge and agree that you are responsible for preparing and maintaining backups of Your Data and Your Modifications.
- e) You must indemnify, defend and hold SafetyCulture and its affiliates, service providers, officers, employees, contractors and customers (**those indemnified**) harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees) arising out of or in connection with: your breach of section (5)(c) (minimum age), section (5)(d) (End User consent), and section (8) (Your Data). SafetyCulture agrees to provide: (i) prompt written notice to you of any such claim; (ii) the exclusive right to control and direct the investigation, defence, or settlement of such claim; and (iii) all reasonably necessary cooperation of SafetyCulture at your expense.

(9) Integration with Third Party Products

- a) You may choose, in your sole discretion, to integrate the Services with third party products or services (**Third Party Products**). If you choose to use any Third Party Products in connection with the Services, SafetyCulture may provide such third parties access or use of Your Data to the extent required for the interoperation of the Services with the Third

Party Product. Your use of any Third Party Product will be subject to the applicable agreement between you and the relevant third party provider. SafetyCulture is not responsible for any access to or use of Your Data by such third party providers. SAFETYCULTURE DISCLAIMS ALL LIABILITY FOR ANY THIRD PARTY PRODUCTS AND FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY PROVIDERS OF THIRD PARTY PRODUCTS.

- b) SafetyCulture may provide you with access to connector/s to facilitate the interoperation of our Services with Third Party Products used by you. Your use of such connector/s will be subject to any additional terms that SafetyCulture specifies from time to time. Provided that you promptly notify SafetyCulture in writing of any error in respect of the functioning of connector/s, SafetyCulture will use commercially reasonable endeavours to resolve the error with such connector/s within a reasonable period. You understand and agree that SafetyCulture is not liable or responsible for the functionality, reliability, availability, quality or performance of Third Party Products or the interoperability of such Third Party Products with the Services (a connection with a Third Party Product may become unavailable or no longer function properly as a result of changes made by the third party provider). Any support and maintenance for a Third Party Product will be provided by the relevant third party provider (and not by SafetyCulture). To avoid doubt, SafetyCulture is not responsible for any connector/s built by any party other than SafetyCulture or its subcontractors.

(10) AI Features

- a) SafetyCulture may provide you with access to features and functionality through the Subscription Services that are powered by third party artificial intelligence systems (**AI Features**).
- b) You are responsible for any text you type in, or images or other content you upload to AI Features (**Input**) as well as the resulting material that is generated (**Output**). You acknowledge and agree that both Input and Output are Your Data. You are responsible for ensuring that your Input and Output complies with this Agreement and our SafetyCulture Policies. You acknowledge and agree that your Input will not include any Personal Information.
- c) You may use your Output for any legally permitted purpose, provided that you comply with this Agreement and accept that any such use is at your own risk. When using your Output, you must let other users of the Output know that the content is AI-generated.
- d) You acknowledge and agree that the Output is generated by artificial intelligence. SafetyCulture has not verified the accuracy of the Output and it does not represent SafetyCulture's views. SafetyCulture makes no warranty or guarantee as to the accuracy, completeness or reliability of the Output and does not accept any liability or responsibility arising in any way from your use of the Output or any omissions or errors contained in the Output. We recommend that you obtain professional and independent advice before you act on any advice contained in the Output or rely on the accuracy of the Output.
- e) You acknowledge that any Input you provide, including any Personal Information or commercially sensitive data that you choose to include within that Input, will be shared with third party providers such as OpenAI, LLC. Third party providers may use such Input to improve their services. This includes any Personal Information you choose to include within such Input. You consent to such Personal Information being included in an Input being shared to any such third party providers.
- f) It is prohibited to use AI Features to mislead anyone that the Output is human-generated, provide medical, legal or financial advice, generate legally binding obligations, generate political content, generate source code, generate spam, ransomware or viruses, generate shocking content include profane subjects, generate information to be used for legal purposes or implement fully-automated decision making. In the event your Output is in breach of these terms or otherwise is unlawful, SafetyCulture reserves the right to remove the Outputs, disclose the Output to law enforcement or government authorities and suspend or otherwise terminate Your Account(s).
- g) SafetyCulture may impose limits on the number of Outputs you can generate using AI Features. You will be notified when you have reached the maximum number of Outputs for your account. Some AI Features are not available in all languages.

(11) Confidentiality

- a) In this Agreement, **Confidential Information** of a party (**Disclosing Party**) means information that is identified as confidential at the time of or shortly after disclosure or would be reasonably known by the other party (**Receiving Party**) to be confidential due to the nature of the information disclosed or the circumstances surrounding its disclosure, including information about the Disclosing Party's business, operations, strategy, administration, technology, affairs, clients, customers, employees, contractors or suppliers, but does not include information: (i) which is in the public domain (such as Shared Materials) other than through a breach of confidence; (ii) is independently created by, or on behalf of, the Receiving Party without any reference to the Confidential Information and prior to receipt of such Confidential Information; (iii) is rightfully known by the Receiving Party prior to receipt from the Disclosing Party, as evidenced by the Receiving Party's written record; or (iv) is rightfully obtained by the Receiving Party from a third party without breach of a confidentiality obligation.

- b) Receiving Party must keep confidential and not disclose to any third party Confidential Information of the Disclosing Party, with the exception that a Receiving Party may disclose such Confidential Information:
 - (i) to:
 - (1) a third party with the prior written consent of the Disclosing Party; and
 - (2) the Receiving Party's, or affiliates or subsidiaries of the Receiving Party's, officers, agents, professional advisers, employees, contractors, subcontractors, auditors and insurers,

(Representatives) provided that such Representatives are subject to confidentiality obligations no less stringent than under this Agreement in relation to that Confidential Information and have a need to know such Confidential Information; and
 - (ii) where the Receiving Party is legally compelled to do so by any government or any governmental, administrative, regulatory, fiscal or judicial body, department, commission, authority, tribunal, or agency, provided that it first uses commercially reasonable efforts to give the Disclosing Party written notice prior to disclosure if permitted by law and makes only such disclosure as is legally compelled.
- c) Receiving Party must only use Confidential Information of the Disclosing Party for the purpose for which it was disclosed in connection with this Agreement and shall remain responsible for the compliance of its Representatives to whom Confidential Information has been disclosed with their respective confidentiality obligations.

(12) Privacy and Security

- a) SafetyCulture implements appropriate technical and organisational measures to ensure the appropriate security of Your Data, including ensuring that any personal data within Your Data is protected against unauthorised or unlawful processing, accidental loss, destruction or damage. SafetyCulture's technical and organisational security measures are described at <https://safetyculture.com/security/>.
- b) SafetyCulture complies with privacy and data protection laws applicable to the provision of the Services to you under this Agreement. We collect, use, and disclose any personal data we collect from you or your End Users in accordance with the SafetyCulture Privacy Policy.
- c) You will comply with all applicable privacy and data protection laws and are responsible for ensuring that you have obtained all individual consents required for SafetyCulture to provide the Services, including from your End Users.
- d) Where (i) the EU General Data Protection Regulation 2016/679 (**GDPR**) or (ii) California Consumer Privacy Act, as amended by the California Privacy Rights Act (**CPRA**), (Civil Code Section 1798.100, et seq.) (**CCPA**); or (iii) the laws of other states and territories that create and regulate substantially similar concepts and legal principles as are contained in the GDPR apply to any of Your Data, the terms of SafetyCulture's Data Processing Agreement (set out in Appendix 1 and Appendix 2) will apply.
- e) SafetyCulture will use commercially reasonable efforts to prevent introduction of viruses, Trojan horses or similar harmful materials (**Malicious Code**) into the Subscription Services. To avoid doubt, SafetyCulture is not responsible for any Malicious Code introduced by you or your End Users.
- f) Other than as expressly noted in this section (12), you acknowledge that:
 - (i) the Services have not been designed to meet the requirements of laws or standards that may apply to you in respect of Your Data, including without limitation, the *Health Insurance Portability and Accountability Act 1996*, the *Payment Card Industry Security Standards*, or any other law or standard applicable to the handling, storage, processing, transfer, security or location of Your Data in any jurisdiction; and
 - (ii) it is your responsibility to satisfy yourself that your use of the Services will allow you to meet any legal obligations applicable to you in respect of Your Data, and SafetyCulture disclaims all liability for your non-compliance with any such laws or standards arising from your use of the Services.

(13) Orders and Subscriptions

- a) To use the Services you must complete an Order by either:
 - (i) completing the online order page (**Online Order**) which contains details of:
 - (1) the Services being ordered;
 - (2) the applicable fees (**Fees**);
 - (3) the number of paid End User Accounts that will form part of your organisation in respect of Subscription Services (if applicable);
 - (4) the Subscription Term applicable to any Subscription Services;
 - (5) the applicable billing details, and the currency in which you will be billed; and

- (6) if applicable, details of any hardware or other products made available by SafetyCulture in the future you wish to order; or
- (ii) execute a paper-based quote, order form or statement of work (**Order Form**) provided by SafetyCulture which sets out the relevant information in section (13)(a).
- b) You may subscribe to the Subscription Services by choosing either a monthly or annual subscription. Your subscription will renew on a monthly or annual basis, as applicable.

(14) Billing and Payment

- a) You must pay all Fees for the Services in accordance with the rates, currency and billing cycle or payment milestones set out in the applicable Order(s). Other than where expressly provided for under this Agreement, all Fees are non-refundable, non-cancellable and non-creditable.
- b) For all Orders for the Subscription Services, SafetyCulture will bill you for the applicable recurring Fees in advance. For all Orders for Services (other than Subscription Services), SafetyCulture may bill you on a “fixed-fee” or “time and materials” basis, as specified in the relevant Order.
- c) You may add End Users or other Services during your Subscription Term by placing a new Order or by adding End Users through functionality provided within the Services. If you add End Users through the Services, we will bill you for the applicable Fees in arrears based on the total number of End Users at the end of the relevant calendar month. Unless otherwise specified in the Order or at the time of the purchase, SafetyCulture will charge you for any additional End Users or Services (including if you exceed any limit on End Users specified in a then-current Order) at the then-current rates, prorated for the remainder of the Subscription Term. You will not receive a refund or credit for removing End Users or Services once they have been added to Your Account(s).
- d) If you elect to pay by credit card or debit card, SafetyCulture will charge you the applicable Fees immediately. If you elect to pay by invoice, you must pay all invoiced Fees within thirty (30) calendar days after the date of invoice.
- e) The Fees payable by you for our Services exclude any duties, customs fees, or taxes (other than SafetyCulture's income tax), including any VAT, GST or other applicable sales tax (**Taxes**). To the extent that such Taxes are applicable, you must pay us such Taxes in addition to the Fees. If you have obtained an exemption for such Taxes, you must provide SafetyCulture with any information SafetyCulture reasonably requests to determine whether SafetyCulture is obliged to collect Taxes from you, including your relevant Tax identification number. You will pay SafetyCulture for the Services without any withholding for Taxes. If you are required to withhold Taxes by law, you will pay such additional amounts as are necessary so that the net amount received by us after such withholding will be equal to the full amount that we would have received if no withholding had been required.

(15) Limitation on Liability

- a) Except as expressly stated in this Agreement or required under any applicable law, the Services and any other goods or services provided by SafetyCulture to you are provided on an “as is” basis, and SafetyCulture does not make any representation or warranty (express or implied) in respect of the Services or any other goods or services provided by SafetyCulture to you, including, without limitation, any implied warranty of merchantability, of fitness for a particular purpose, that operation of the Services will be uninterrupted or error free, or that all defects will be corrected.
- b) If you reside in Australia and are a “consumer” for the purposes of the Australian Consumer Law (**ACL**), then if the Services fail to meet any consumer guarantee under the ACL, and the total amount paid by you for the Services under this Agreement is less than the statutory minimum (which as at the date of this Agreement is AUD\$100,000), SafetyCulture's liability to you for failure to meet such consumer guarantee is limited, to the extent permitted by law, to (at SafetyCulture's election) supplying the Services again or paying for the cost of having the Services supplied again.
- c) To the maximum extent permitted by law, in no event will SafetyCulture be liable in connection with this Agreement, whether in contract, tort, equity, statute or otherwise for:
 - (i) your misuse of the Services, acts or omissions of your personnel;
 - (ii) Service outage or interruption, or any damage or losses, arising from networks or websites outside of SafetyCulture's control;
 - (iii) any injury, damage to property, or loss to any person in relation to your use of the Services; or
 - (iv) subject to section (12), breach of any law applicable to your business activities, including but not limited to any work health and safety or food safety law, in connection with your use of the Services.
- d) To the maximum extent permitted by law, in no event will, whether in contract, tort, equity, statute or otherwise:
 - (i) either party be liable in connection with this Agreement for loss of profits, loss of revenue, loss of anticipated savings, loss of use, loss or corruption of data, costs of delay or procurement of substitute or replacement goods and services, business interruption, failure of security mechanisms, loss of goodwill, and any other form of

indirect, incidental, special or consequential or punitive damages, even if a party has been advised of the possibility of such damages or if a party's remedy otherwise fails of its essential purpose; or

- (ii) either party's aggregate liability for any claims in connection with this Agreement exceed the total Fees actually paid by you under this Agreement during the twelve month period immediately prior to the event giving rise to the liability.

(16) IP Indemnity

- a) Subject to section (16)(c), SafetyCulture will defend you against any third party claim alleging that the Subscription Services infringes any copyright or any patent (a **Claim**), and will indemnify you against any damages and costs finally awarded by a court of competent jurisdiction or any settlement amounts agreed in writing by SafetyCulture, provided that you provide SafetyCulture:
 - (i) prompt written notice of any such claim;
 - (ii) the exclusive right to control and direct the investigation, defence, or settlement of such claim; and
 - (iii) all reasonably necessary cooperation and assistance in the defence and investigation of the Claim at SafetyCulture's expense.
- b) In the event of a Claim, SafetyCulture may, in its sole discretion:
 - (i) procure the right for your continued use of the Subscription Services in accordance with this Agreement;
 - (ii) replace the Subscription Services with a similar service with materially equivalent functionality; or
 - (iii) terminate your Order in respect of the Subscription Services affected by the Claim and refund any prepaid, unused Fees in respect of the terminated Subscription Services.
- c) The indemnity obligation in this section (16) will not apply to the extent that any Claim arises:
 - (i) in connection with your use of No-Charge Services;
 - (ii) as a result of misuse of the Subscription Service or use of the Subscription Service with any third party data (including any Shared Materials), or in combination with any Third Party Products other than that for which the Subscription Services were designed or provided;
 - (iii) as a result of modification to the Service made by any party other than SafetyCulture or its subcontractors; or
 - (iv) in connection with circumstances covered by your indemnification obligations under section (8)(e).
- d) THIS SECTION (16) CONSTITUTES YOUR EXCLUSIVE RIGHTS AND REMEDIES, AND SAFETYCULTURE'S SOLE LIABILITY, FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH ANY SUBSCRIPTION SERVICES.

(17) Term and Renewal

- a) This Agreement commences on the Commencement Date and expires when all Subscription Terms have expired, and all other Orders have been completed, unless otherwise terminated in accordance with this Agreement (**Term**).
- b) Unless otherwise set out in the relevant Order, each Subscription Term will automatically renew for periods equal to the initial Subscription Term at the then-current rates unless either party elects not to renew the Subscription Term by providing written notice to the other party at least 30 days prior to the expiry of the then-current Subscription Term, in which case your subscription will expire at the end of the then-current Subscription Term.

(18) Termination and Suspension

- a) You may terminate Subscription Services at any time by written notice or through the functionality provided by the Subscription Services. If you choose to terminate this Agreement in accordance with this section (18)(a), you will not be entitled to any credits or refunds as a result of such termination.
- b) Either party may terminate this Agreement in whole or part, including any particular Order(s), immediately upon providing notice to the other party if:
 - (i) the other party is in material breach of this Agreement and does not cure the breach within thirty (30) days after written notice of the breach; or
 - (ii) if the other party ceases to operate, has an administrator appointed, enters a deed of company arrangement or other form of administration involving one or more of its creditors, is subject to an order that it be wound up, declared bankrupt, or that a liquidator or receiver be appointed, or otherwise becomes insolvent or is unable to meet its financial obligations.
- c) SafetyCulture may suspend the Services (including any of Your Accounts) immediately, or terminate this Agreement in whole or part, including any particular Order(s), if:

- (i) you are in material breach of this Agreement more than two times during the Term notwithstanding any cure of such breaches;
- (ii) you have failed to pay any Fees within sixty (60) days after the relevant due date;
- (iii) you infringe SafetyCulture's Intellectual Property Rights; or
- (iv) your use of the Services breaches any applicable law or any of the SafetyCulture Policies.

SafetyCulture will notify you of any suspension or termination under section (18)(c) (where practicable).

d) If SafetyCulture suspends your use of the Services pursuant to its rights under this Agreement:

- (i) SafetyCulture will continue to charge you Fees during the suspension period and you must pay any outstanding Fees prior to SafetyCulture resuming the provision of the Services; and
- (ii) SafetyCulture will only resume the provision of the Services once you have cured (to SafetyCulture's reasonable satisfaction) the matter that caused the suspension.

(19) Consequences of Termination

- a) if the Agreement or any Order is terminated:
 - (i) by you for SafetyCulture's breach, then SafetyCulture will refund any prepaid, unused Fees that relate to the terminated Subscription Services; or
 - (ii) by SafetyCulture for your breach, then you must pay to SafetyCulture any and all outstanding Fees due for the remaining duration of any Subscription Term, which will become immediately due and payable upon termination.
- b) Upon the date that this Agreement or any Order expires or is terminated, then you and your End Users must cease all access and use of the Services and delete SafetyCulture's Confidential Information in your possession or control, including any software or other materials that SafetyCulture has provided to you, or made accessible for download by you. Upon our request, you will certify that you have complied with this section (19)(b). You must export Your Data from the Subscription Services before the end of the Subscription Term, as you will not have access to Your Data after expiration or termination of this Agreement. SafetyCulture will delete or destroy Your Data as specified in SafetyCulture's Privacy Policy.
- c) The following provisions will survive any termination or expiration of this Agreement: sections (6), (7), (8)(a), (8)(e), (9)(a), (10)(b), (10)(c), (10)(d), (11), (15), (16), (19)(b), this (19)(c) and (21), and any other sections which by intent or meaning have validity beyond termination or expiration of this Agreement.

(20) Amendments

SafetyCulture may update or modify the terms of this Agreement from time to time, including the SafetyCulture Policies and any other referenced documents, to respond to changes in SafetyCulture's products, services, business or as required by law, by giving notice to you. If an update or modification to the terms of this Agreement materially reduces your rights, you may terminate this Agreement upon providing notice to SafetyCulture within 30 days after the date of SafetyCulture's notice to you under this section (20) (with such termination to be effective on the date of your notice or the effective date of the update or modification, whichever is later), and SafetyCulture will refund any prepaid, unused Fees in respect of any terminated Subscription Services.

(21) General

- a) Unless otherwise agreed in your Order, the laws governing this Agreement and the courts exercising exclusive jurisdiction depend on where you are domiciled (as specified at <https://safetyculture.com/legal/safetyculture-group/>).
- b) If any provision of this Agreement is held to be invalid, illegal, or unenforceable that provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable and the remainder of this Agreement shall be construed in a manner as to give greatest effect to the original intention of this Agreement.
- c) The failure of either party to exercise any right provided in this Agreement in any instance will not be deemed to be a waiver of such right.
- d) Except where an exclusive remedy is specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.
- e) Other than in respect of an obligation to pay any Fee or other amount, neither party will be liable for non-performance or inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, pandemic, riot, labour condition, governmental action, power interruption, telecommunication, data and internet disturbance) that was beyond the party's reasonable control (**Force Majeure Event**).
- f) Your use of any website or software that is not provided by SafetyCulture to access or download the Services will be governed by the terms and conditions applicable to that website or software. SafetyCulture is not responsible for any consequences resulting from the use of such website or software, including but not limited to any damage to your

property, including your Device, or the transfer of any computer virus or similar malicious code, except to the extent such consequences are caused by the Service.

- g) Any notices to you may either be posted on our website, via an in-product notification given in writing (which may be by email). Billing-related notices will be sent to the billing contact designated by you. All other notices will be sent to your Admin Account(s). Any notices to SafetyCulture, and any questions, concerns or complaints relating to the Services must be in writing and addressed as specified at <https://safetyculture.com/legal/safetyculture-group/>.
- h) Any dispute, controversy or claim arising out of or relating to this Agreement, or any aspect of the relationship between you and SafetyCulture, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury, unless you opt out of this arbitration agreement within 30 days of the first acceptance date of any version of this Agreement (the **Opt Out Deadline**). You may opt out of these arbitration procedures by emailing us at legal@safetyculture.io by the Opt Out Deadline and stating that you reject the agreement to arbitrate. Unless you opt out by the Opt Out Deadline, you agree that you and SafetyCulture are each waiving the right to sue in court and to have a trial by a jury. The arbitrator shall have the power to rule on any challenge to its own jurisdiction, the arbitrability of any claim, or to the validity or enforceability of any portion of the agreement to arbitrate. The arbitrator shall also have the power to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. You and SafetyCulture agree to arbitrate solely on an individual basis, and agree that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitration shall be administered by American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- i) This Agreement, and any rights granted hereunder, must not be transferred or assigned by either party (**assigning party**) without the prior express written consent of the other party, except to:
 - (i) a third party participating in a merger with, or acquisition of the assigning party; or
 - (ii) an affiliate or subsidiary of the assigning party.
- j) You grant SafetyCulture the right to identify you as a customer and to use your logo across SafetyCulture's marketing materials, including our website. You may notify us that you do not wish to be identified as a customer or for us to use your logo, by contacting us at brand@safetyculture.io.
- k) This Agreement contains the entire understanding between the parties regarding the subject matter of this Agreement. To avoid doubt, resellers of the Services are not authorised to modify the terms of this Agreement or make any representations, undertakings or other legally binding commitments on behalf of SafetyCulture.
- l) You represent that neither you nor any of your End Users are on any U.S. government denied-party list, and that you will not permit any End User to access or use any service in a U.S.-embargoed country or region.
- m) If this Agreement is translated into any language other than English, the English text will govern unless expressly stated otherwise in the translation.

Execution Page

EXECUTED as an agreement

Signed for and on behalf of SafetyCulture by its authorised representative:
Signature
Name
Position
Date

Signed for and on behalf of _____ by its authorised representative:
Signature
Name
Position
Date

Appendix 1 (Data Protection Compliance)

(1) In this Appendix and in Appendix 2 (Data Processing Agreement):

- a) **Californian Data Protection Laws** means the CCPA, as amended by the CPRA.
 - b) **Customer Personal Data** means any personal data which SafetyCulture (or its sub-processors) processes on your behalf as a processor in the course of providing Services.
 - c) **Data Protection Laws** means all data protection laws applicable to the processing of Customer Personal Data under this Agreement, including: (i) the EU Data Protection Laws; (ii) the UK Data Protection Laws; and (iii) the California Data Protection Laws.
 - d) **EU Data Protection Laws** means the GDPR and any national laws which implement or supplement or replace the same from time to time.
 - e) **EU International Transfer** means:
 - (i) a transfer of personal data from you to SafetyCulture or its affiliates (or vice versa in the case of transfers of personal data between the parties where both parties act as controllers); or
 - (ii) an onward transfer of personal data from SafetyCulture or its affiliates,
where such transfer would at the time of the transfer be prohibited by EU Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the EU Standard Contractual Clauses to be established under section 2 of Appendix 2 (Data Processing Agreement).
 - f) **EU Standard Contractual Clauses** means the Standard Contractual Clauses forming part of Decision 2021/914/EC (as amended or replaced from time to time), including their appendices and with the relevant Modules and Options set out under section 2 of Appendix 2 (Data Processing Agreement).
 - g) **Security Incident** means a breach of SafetyCulture's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data.
 - h) **personal data, personal information, consent, controller, processor, data subject, sale, share, commercial purpose, business purpose and processing** mean those concepts, roles and activities as defined in the applicable Data Protection Laws.
 - i) **UK Addendum** means the Addendum to the EU Standard Contractual Clauses issued by the UK Information Commissioner's Office in accordance with S119A of the UK Data Protection Act 2018 and incorporating:
 - (i) the party details as set out in section 4 of Appendix 2 to this Agreement, inserted in Table 1 (*Parties*) of such UK Addendum;
 - (ii) the first option in Table 2 to clarify the UK Addendum incorporates the EU Standard Contractual Clauses;
 - (iii) the list of parties and the description of the transfer of personal data, each as set out in section 4 of Appendix 2, inserted in Table 3 (*Appendix Information*) of such UK Addendum;
 - (iv) the description of the technical and organisational security measures as set out at <https://safetyculture.com/security/>, inserted in Table 3 (*Appendix Information*) of such UK Addendum;
 - (v) the list of sub-processors published at <https://safetyculture.com/legal/privacy-sub-processors/>, inserted in Table 3 (*Appendix Information*) of such UK Addendum; and
 - (vi) the option neither party set out in Table 4 of such UK Addendum.
 - j) **UK Data Protection Laws** means Data Protection Act 2018 and UK's version of the GDPR which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 ("**UK GDPR**") and any legislation applicable in the UK in force from time to time relating to privacy or the processing of personal data.
 - k) **UK International Transfer** means:
 - (i) a transfer of personal data from you to SafetyCulture or its affiliates (or vice versa in the case of transfers of personal data between the parties where both parties act as controllers); or
 - (ii) an onward transfer of personal data from SafetyCulture or its affiliates,
where such transfer would at the time of the transfer be prohibited by the UK GDPR (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the relevant UK Standard Contractual Clauses to be established under section 5 of Appendix 2 (Data Processing Agreement).
- (2) SafetyCulture is the controller in respect of personal data, such as account registration details, that we collect directly from users of the Services (End Users) and users of No-Charge Services, and which we use for the purposes of our business.

- (3) You are the controller and we are the processor in respect of any other personal data (including within Your Modifications) that is uploaded by End Users and/or users of No-Charge Services including data, templates, information, content, code, video, images or other material of any type (Materials), or which is provided by your administrators (see section (5) of the General Terms).
- (4) To the extent that the Services comprise the processing of personal data where we are the controller and you are the controller: the provisions of sections 2, 3, 4 and 5 of Appendix 2 (Data Processing Agreement) to this Agreement shall apply (where applicable).
- (5) SafetyCulture will make available our Privacy Policy at our website and where you provide us with personal data in connection with the Agreement where we will act as the controller (for example where you provide contact details for use in administering the Agreement), you agree to ensure that these individuals are provided with a copy of our Privacy Policy. Where we are a processor and not a controller, it is your responsibility to ensure that in accordance with relevant Data Protection Laws:
- There is a lawful basis for the collection and processing of personal data; and
 - You have provided an appropriate privacy policy to the End Users and other data subjects.

Appendix 2 (Data Processing Agreement)

General

The provisions of this Appendix form part of this Agreement to the extent that section (12)(d) of the General Terms applies.

Terms of Data Processing

- (1) Where SafetyCulture acts as processor of personal data on your behalf, SafetyCulture shall:
- a) process personal data only on your reasonable documented instructions unless required to do so by law; in such a case, SafetyCulture shall inform you of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. You acknowledge and agree that your final and completion instructions regarding the processing of Customer Personal Data are set out in this Agreement. Any additional or alternate instructions must be agreed in writing by the parties (and SafetyCulture will be entitled to charge a reasonable fee to cover any costs incurred in complying with them);
 - b) ensure that persons authorised to process the personal data on our behalf have committed themselves to confidentiality obligations or are under an appropriate statutory obligation of confidentiality;
 - c) implement appropriate technical and organisational security measures to ensure a level of security for the personal data which is appropriate to the risks to individuals that may result from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the personal data. The measures that we consider appropriate are more described at <https://safetyculture.com/security/> ;
 - d) not engage another processor without your prior specific or general written authorisation. A list of sub-processors currently engaged by SafetyCulture and authorised by you is published at <https://safetyculture.com/legal/privacy-sub-processors/>. You must subscribe to receive notice of updates to the list of sub-processors by entering your details in the form at <https://safetyculture.com/legal/privacy-sub-processors/>. You may notify us in writing of any objections to new sub-processors (provided the objection is based on reasonable grounds relating to data protection). If we receive such an objection, the parties will discuss such objections in good faith and SafetyCulture will use its reasonable commercial endeavours to resolve any such objection. If the parties are not able to resolve the objection, you may terminate the affected Services by providing 30 days written notice to SafetyCulture. We shall impose obligations on any processor that we appoint on your behalf that are equivalent to the terms set out in this Appendix 2. We shall remain liable for the performance of these processors;
 - e) taking into account the nature of the processing, assist the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the EU Data Protection Laws and any assistance provided by us to you in to respond to requests from: (i) data subjects to exercise their rights under Data Protection Laws; or (ii) regulatory authorities, shall be at your cost on a time and materials basis;
 - f) at the choice of the controller, delete or return all the personal data to the controller after the end of the provision of services relating to processing, and delete existing copies save that SafetyCulture shall be entitled to retain Customer Personal Data where required by Data Protection Law or another applicable law, including any Australian state or Commonwealth law to which the processor is subject, or where such data is required for SafetyCulture's internal record keeping or where it is necessary for use in any legal proceedings; You must notify us of Personal Data that you wish to have returned or deleted within 30 days following the effective date of termination; and
 - g) make available to the controller all information reasonably necessary to demonstrate compliance with the obligations laid down in Article 28 of the EU Data Protection Laws and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller (in each case at the controller's cost). Any assistance provided by us to you to demonstrate compliance with Data Protection Laws shall be provided at your cost. The timing, scope and duration of any audit shall be mutually agreed by the parties. You shall not be entitled to carry out audits more than once in any 12 month period, other than where a data security incident has taken place, you shall be entitled to carry out an additional audit within 30 days of SafetyCulture notifying you of such security incident. You shall ensure that any third party auditor appointed by you is (i) not a competitor of SafetyCulture; and (ii) is committed to appropriate confidentiality obligations. You and/or any third-party auditor shall comply with SafetyCulture's standard policies and procedures when accessing SafetyCulture's premises or systems.

EU International Transfers

- (2) With respect to any EU International Transfers, SafetyCulture acting on its own behalf and as agent for each SafetyCulture affiliate and you acting on your own behalf and as agent for each of your affiliates, hereby enter into the EU Standard Contractual Clauses incorporating: (i) the general clauses (*Clauses 1-6*); (ii) Modules One (*Transfer Controller to Controller*), Two (*Transfer Controller to Processor*), and Four (*Transfer Processor to Controller*) as applicable and the relevant options as specified in the table set out in this section 3 of this Appendix 2; and (iii) with the Annexes populated as set out below:

- Annex I of the EU Standard Contractual Clauses shall be pre-populated with the details set out in section 4 of this Appendix 2; and
 - Annex II of the EU Standard Contractual Clauses: SafetyCulture's technical and organisational measures are described at <https://safetyculture.com/security/>.
- a) The EU Standard Contractual Clauses shall come into effect upon commencement of an EU International Transfer.
- b) Prior to the commencement of any EU International Transfer to or from a sub-processor, SafetyCulture will use its reasonable endeavours to enter into the EU Standard Contractual Clauses with such sub-processor, incorporating the general Clauses (Clauses 1-6) and Module 3 (*Transfer Processor to Processor*).

EU Standard Contractual Clauses: Modules and options

- (3) For the purposes of section 2 of Appendix, the parties agree that the following Modules and Options of the EU Standard Contractual Clauses shall be deemed to be incorporated:

Clause 7 (<i>Docking clause</i>)	Clause 7 shall not be incorporated.
Clause 8 (<i>Data protection safeguards</i>)	Modules One, Two and Four.
Clause 9 (<i>Use of sub-processors</i>)	Module Two, Option 2, and the specific time period shall be as set out in section 1(d) of this Appendix 2.
Clause 10 (<i>Data subject rights</i>)	Modules One, Two and Four.
Clause 11 (<i>Redress</i>)	Module One and Two, and the Option in Clause 11(a) shall not be incorporated.
Clause 12 (<i>Liability</i>)	Modules One, Two and Four.
Clause 13 (<i>Supervision</i>)	Module One and Two, incorporating all paragraphs of Clause 13(a) as applicable.
Clause 14 (<i>Local laws and practices affecting compliance with the Clauses</i>)	Modules One, Two and Four.
Clause 15 (<i>Obligations of the data importer in case of access by public authorities</i>)	Modules One, Two and Four.
Clause 16 (<i>Non-compliance with the Clauses and termination</i>)	For Clause 16(d) the relevant parts for Modules One, Two and Four.
Clause 17 (<i>Governing law</i>)	<p>Modules One and Two, Options 1 and 2 as applicable and the law inserted shall be the laws of the EU Member State in which the data exporter is established, save that: (i) where such laws do not allow for third-party beneficiary rights; or (ii) the data exporter is not established in an EU Member State, the law inserted shall be the laws of Ireland.</p> <p>Module Four and the law inserted shall be the laws of the country stated in the governing law clause of the Agreement, save that where such law does not allow for third-party beneficiary rights, the law inserted shall be the laws of Ireland.</p>
Clause 18 (<i>Choice of forum and jurisdiction</i>)	<p>Modules One and Two and the courts inserted shall be the courts in the Member State referred to in Clause 17 (<i>Governing law</i>); and</p> <p>Module Four and the country inserted shall be the country stated to have jurisdiction in the Agreement, save that where the laws of that country do not allow for third-party beneficiary rights, the country inserted shall be the law of Ireland.</p>

Details of data processing

- (4) For the purposes of section 2 of this Appendix 2, the parties agree that Annex I of the EU Standard Contractual Clauses shall be pre-populated with the following details:

List of parties	<p>Data Exporter:</p> <p>Name: the person or entity agreeing to these terms.</p> <p>Address: as set out in your Order Form/s.</p> <p>Contact person's name, position and contact details: as set out in your Order Form/s.</p> <p>Activities relevant to the data transferred under these Clauses: as set out in the Agreement.</p> <p>Role (controller/processor): controller.</p> <p>Data importer(s):</p> <p>Name: SafetyCulture.</p> <p>Address: as set out in your Order Form/s.</p> <p>Contact person's name, position and contact details: as specified at https://safetyculture.com/legal/safetyculture-group/.</p> <p>Activities relevant to the data transferred under these Clauses: as set out in the Agreement.</p> <p>Role (controller/processor): controller and/or processor, as applicable.</p>
Description of transfer	<p>Categories of data subjects whose personal data is transferred: the data subjects may include your customers, employees, suppliers and end-users as further set out in the relevant Privacy Policy, available here: https://safetyculture.com/legal/privacy-policy/.</p> <p>Categories of personal data transferred: Customer Personal Data as further set out in relevant Privacy Policy, available here: https://safetyculture.com/legal/privacy-policy/.</p> <p>Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: no sensitive data shall be transferred by the data exporter to the data importer, and as per the Agreement including without limitation and where relevant SafetyCulture's technical and organisational security measures are described at https://safetyculture.com/security/.</p> <p>The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): continuous unless otherwise specified in the Agreement.</p> <p>Nature of the processing: data hosting, storage and such other services as are described in the Agreement.</p> <p>Purpose(s) of the data transfer and further processing: the purpose of the data processing is the provision of the Services under the Agreement.</p> <p>The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: personal data will be retained until such time as you notify SafetyCulture that you would like the personal data returned to you or deleted in accordance with the Agreement.</p> <p>For transfers to (sub-) processors, also specify the subject matter, nature and duration of the processing:</p> <ul style="list-style-type: none">• subject matter of the processing is the processing of Customer Personal Data in connection with the performance of the Agreement;• nature of processing is as described in the Agreement; and• the duration of the processing is determined by you, subject to the other provisions of the Agreement.

Competent supervisory authority	The competent supervisory authority in the EU Member State in which the data exporter is established and, in the event that the data exporter is not established in an EU Member State, the data protection authority of Ireland.
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UK International Transfers

- (5) With respect to any UK International Transfers, you acting on your own behalf and as agent for each of your affiliates (each as “data exporter”) and SafetyCulture acting on its own behalf and as agent for each SafetyCulture affiliate (each as “data importer”) hereby enter into the UK Addendum in respect of any UK International Transfer from you or your affiliate to SafetyCulture or a SafetyCulture affiliate.
- (6) The UK Addendum shall come into effect upon commencement of a UK International Transfer.
- (7) Prior to the commencement of any UK International Transfer to or from a sub-processor, SafetyCulture will use its reasonable endeavours to enter into the EU Standard Contractual Clauses and the UK Addendum with such sub-processor, incorporating the general Clauses (*Clauses 1 – 6*) and Module 3 (*Transfer Processor to Processor*).

California Data Protection Laws

- (8) Where SafetyCulture acts as service provider and processes personal information of California residents on your behalf pursuant to the California Data Protection Laws, SafetyCulture shall process Customer Personal Data for the purpose of providing the Services to you.
- (9) SafetyCulture agrees that it shall not: (i) sell or share Customer Personal Data; (ii) retain, use, or disclose Customer Personal Data for any purpose, including a commercial purpose, other than for the business purposes specified in this Agreement; (iii) retain, use, or disclose Customer Personal Data outside of the business relationship between SafetyCulture and you; or (iv) combine personal information with Customer Personal Data that SafetyCulture receives from or on behalf of another person or collects from its own interaction with data subject, unless, for (ii), (iii), or (iv) above, as otherwise permitted of a service provider by California.

EXECUTED as an agreement

Signed for and on behalf of SafetyCulture by its authorised representative:
Signature
Name
Position
Date

Signed for and on behalf of _____ by its authorised representative:
Signature
Name
Position
Date

Product and Services Modules

A. SafetyCulture Product Module

(1) General

The terms of this SafetyCulture Product Module apply to the Subscription Services.

(2) Subscription Services

SafetyCulture will make Subscription Services available to you on Devices owned or controlled by you or your End Users during the Subscription Term.

(3) Service Level Agreement (SLA)

SafetyCulture's Core Services will have 99.9% availability in any calendar month, excluding Excluded Downtime (**SafetyCulture SLA**).

Core Services means that part of the Subscription Services used to conduct inspections, flag issues, assign actions, generate reports, communicate with other End Users within your organisation, manage assets, train End Users, and view analytics, but does not include any other features (such as integrations, sensors or lone worker).

Excluded Downtime means time that the Services are not available to you or your End Users because of (i) Force Majeure Events or other factors outside SafetyCulture's reasonable control, including internet connections; (ii) your equipment (including your Devices), software, network connections or other infrastructure; (iii) Your Data or Your Modifications; (iv) Shared Materials; (v) Third Party Products; (vi) routine scheduled maintenance or reasonable emergency maintenance; or (vii) your use of the Services in a manner not authorised in the Agreement.

SafetyCulture will use its commercially reasonable endeavours to notify you of any downtime, including in respect of any required maintenance. You can subscribe for notifications for status updates at <https://status.safetyculture.com/>.

Subject to your compliance with this section 3 of this SafetyCulture Product Module, you may be entitled to the following remedies for breach of the SafetyCulture SLA:

- i. an extension to your Subscription Term applicable to the Core Services; or
- ii. service credits of an equivalent pro-rated value to the extension of the Subscription Term in the form of a monetary credit to a monthly-billing account,

as described in the table below (**Service Credits**). Service Credits may not be exchanged for, or converted to, monetary amounts, and are capped at fifteen days of Core Services in any calendar month.

Monthly Uptime Percentage	Service Credits <i>(Days of extension to the Subscription Term / pro-rated credit equivalent)</i>
< 99.9% - >= 99.0%	3
< 99.0% - >= 95.0%	7
< 95.0%	15

- a) To claim Service Credits, you must notify SafetyCulture within thirty (30) days from the end of the calendar month in which you claim SafetyCulture failed to meet the SafetyCulture SLA. Failure to comply with this requirement will forfeit your right to receive the Service Credits. The notification must include the dates and times the Core Services were unavailable for your End Users.
- b) The SafetyCulture SLA does not apply to: (i) No-Charge Services; (ii) any Services that are not branded "SafetyCulture" or "EdApp", including services branded "Sheqsy"; or (iii) non-production environments, such as staging and testing environments.
- c) THIS SAFETYCULTURE SLA STATES YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY SAFETYCULTURE TO MEET THE SAFETYCULTURE SLA.

(4) Disclaimer

You acknowledge and agree that:

- a) you are using the Subscription Service at your own risk;
- b) the Subscription Service is not a substitute for professional advice; and
- c) you are solely responsible for the use of the Subscription Service and agree that any safety audits, training courses or incidents conducted using the Service are only part of establishing a safe system of work, which would typically

require you to undertake additional and comprehensive gap analysis and risk assessments along with specific safe work method statements and safety training.

B. Training Product Module

Your use of EdApp and/or the “Training” functionality within the Subscription Services is subject to the terms of this Agreement, as well as the additional terms set out in this Training Product Module.

(1) Program Management Services and Content Support Services

Program Management Services means any training, enablement or other technical services provided by us related to the Subscription Service, as identified in your Order(s).

Content Support Services means any content produced by us for you, including designs, illustrations, audio, fonts, templates and training courses, and associated support services, as identified in your Order(s).

- a) You agree that, unless we provide you with Program Management Services, our responsibilities do not extend to the internal management or administration of the Subscription Services for you and that we are merely a software provider.
- b) You will give us timely access to Your Data reasonably needed for us to provide Program Management Services and/or Content Support Services to you, and if you fail to do so, our obligation to provide the Program Management Services and/or Content Support Services will be excused until access is provided.

(2) EducateAll

The content library for Educate All contains sponsored content provided to us by industry leaders (**Sponsored Content**). Sponsored Content contains copyrighted material, trademarks and other proprietary information including, but not limited to, text and graphics. You may use such Sponsored Content in the form it is downloaded into your Account(s) and, except as otherwise expressly permitted under copyright law, no copying, redistribution, publication or commercial exploitation of downloaded Sponsored Content will be permitted without the express written permission of us and/or the sponsor/copyright owner. No changes in, or deletion of, author attribution, trademark or copyright notice shall be made.

(3) Training Specific Policies

For the purposes of this Agreement in respect of your use of EdApp or the “Training” functionality within the Subscription Services:

- a) all references to ‘Privacy Policy’ mean the Privacy Policy published at <https://www.edapp.com/es/privacy-policy/>;
- b) all references to ‘Acceptable Use Policy’ mean the Acceptable Use Policy published at <https://www.edapp.com/es/acceptableuse/>;
- c) all references to ‘technical and organisational security measures’ mean the measures described in the ‘EdApp Security & Software Architecture’ document (a copy of which can be obtained by contacting SafetyCulture’s support team); and
- d) the Enterprise Plan Services do not apply to use of EdApp, at this time.

C. Lone Worker Product Module

Your use of SHEQSY is subject to the terms of this Agreement, as well as the additional terms set out in this Lone Worker Product Module.

(1) SHEQSY Services

- a) Location technology and mapping services within the SHEQSY Platform is provided by HERE Technologies. Your use of such services is subject to HERE's policies, accessible at <https://legal.here.com/en-gb>.
- b) You acknowledge and agree that:
 - i. you are using the Service at your own risk;
 - ii. the Service is not a substitute for professional advice; and
 - iii. you are solely responsible for the use of the Service, including compliance workplace surveillance, tracking and monitoring laws, and agree that use of the Service is only part of establishing a safe system of work, which would typically require you to undertake additional and comprehensive gap analysis and risk assessments along with specific safe work method statements and safety training.

(2) Duress Alerts

- a) You agree that the duress alert functionality provided as part of the System (**Duress Alert**), is a secondary tool provided for your convenience. The Duress Alert is not intended to be used as the sole tool in an emergency situation, including in a medical emergency or where there is an immediate threat to health, life or safety. The Duress Alert does not assure that events, including but not limited to check-in, duress, panic and man down have been successfully placed. You are encouraged, and agree whenever possible, to use all other safety and medical devices and techniques available to you for the protection of you and your personnel.
- b) Where the Duress Alert is linked to a security centre, the security centre is operated by a third party security service (**Third Party Security Service**). To allow the Third Party Security Service to operate the security centre, we must disclose personal information about your personnel who are linked to the Duress Alert to the Third Party Security Service on set-up of the Duress Alert and at the time that the Duress Alert is activated. Where we disclose personal information to the Third Party Security Service, we will do so in accordance with this Agreement and SHEQSY's Privacy Policy.
- c) You acknowledge and agree that the operation of the Duress Alert is reliant on the accuracy of the information linked to it, and the provision of inaccurate or incomplete information by you may affect the use, output and operation of the Duress Alert. You are solely responsible for ensuring that:
 - i. any information you provide to us, or we request from you, for the Duress Alert set up, is complete and accurate and you are authorised to provide this information to us;
 - ii. all information in connection with the Duress Alert is kept up-to-date; and
 - iii. the Duress Alert is tested on set up and on a regular basis, and you acknowledge and agree that you are responsible for coordinating with the Third Party Security Service for the purpose of such tests.
- d) You acknowledge that there are limitations to the Duress Alert, as set out in this Lone Worker Product Module, and that in addition to these limitations, the Duress Alert may also be reliant on and we have no responsibility for:
 - i. any hardware you choose to use in connection with the Duress Alert, including any Device;
 - ii. the provision of cellular data services;
 - iii. wireless services or other internet connectivity services; or
 - iv. the terms under which cellular service providers may offer those services. Cellular service providers may charge you for SMS, calls, or location services and other fees that we do not control (**Cellular Service Providers Fees**). You are solely responsible to pay any and all of these Cellular Service Providers Fees.
- e) You acknowledge and agree that the Duress Alert should only be activated in test scenarios coordinated with the Third Party Security Service and in situations of actual or reasonably suspected duress. We reserve the right in our sole discretion, with written notice to you, to suspend, limit, disconnect or terminate the Duress Alert in the event of ongoing abuse.
- f) You understand that the Services and Duress Alert are not designed for use in life-supporting or mission critical applications.

(3) Lone Worker Specific Policies

For the purposes of this Agreement in respect of your use of SHEQSY:

- a) all references to 'Privacy Policy' mean the Privacy Policy published at <https://sheqsy.com/privacy-policy/>;
- b) all references to 'Acceptable Use Policy' mean the Acceptable Use Policy published at <https://sheqsy.com/en-au/acceptable-use-policy/>;
- c) all references to 'technical and organisational security measures' mean the measures described in the SHEQSY 'Security and Software Architecture' document (a copy of which can be obtained by contacting SafetyCulture's support team); and
- d) the Enterprise Plan Services do not apply to use of SHEQSY, at this time.

D. 24/7 Security Monitoring Module

Your use of 24/7 Services is subject to the terms of this Agreement, as well as the additional terms set out in this 24/7 Security Monitoring Module.

In this Agreement, **24/7 Services** means the provision of access to a live monitoring agent and emergency services available through the SHEQSY Platform.

- a) SHEQSY will make the 24/7 Services available to you on a Device owned or controlled by you or your End Users during the period specified in your Order.
- b) SHEQSY will use its reasonable commercial endeavours to make the 24/7 Services available to you 24 hours per day, 7 days a week.
- c) Your use of the 24/7 Services in the United States and/or the United Kingdom is governed by the following terms and conditions: <https://rapidsos.com/business-terms-of-service/>.

E. Lone Worker Devices Product Module

(1) General

- a) You may elect to purchase Lone Worker Devices from SHEQSY by entering an Order for the supply of the relevant Lone Worker Device. If you place an Order for the supply of Lone Worker Devices, the terms of this Lone Worker Devices Product Module will apply to such Order.
- b) **Lone Worker Devices** means the hardware devices that integrate with the SHEQSY Subscription Services.
- c) If you elect to purchase Lone Worker Devices from SHEQSY, the supply by SHEQSY of such Lone Worker Devices does not form part of the "Services" for the purposes of this Agreement, including without limitation, for the purpose of any warranties or indemnities provided by SHEQSY in relation to the Services in the General Terms.

(2) Lone Worker Devices supplied by SHEQSY

- a) Fees for Lone Worker Devices will be payable in advance upon placing your Order.
- b) In addition to the Fees payable for the relevant Lone Worker Devices upon placing the Order, you must pay to SHEQSY shipping charges to be invoiced separately based on the cost incurred by SHEQSY to send the Lone Worker Devices to your nominated locations with no mark up. For the avoidance of doubt, this may include the cost of shipping from the manufacturer to SHEQSY.
- c) Title in the Lone Worker Devices will not pass to you until SHEQSY has received full payment for the Lone Worker Devices. If SHEQSY does not receive payment for the Lone Worker Devices, title to the Lone Worker Devices will not pass to you.
- d) Risk in the Lone Worker Devices will pass to you upon SHEQSY delivering the Lone Worker Devices to your nominated location or your shipping agent. Once risk in the Lone Worker Devices passes, you are solely responsible for the Lone Worker Devices.

(3) Warranty

- a) We will take all reasonable steps to facilitate a warranty claim for the Lone Worker Device and will use commercially reasonable efforts to pass through any warranties provided by the manufacturer of any Lone Worker Device supplied by SHEQSY to you. You acknowledge and agree that SHEQSY is not the manufacturer of the Lone Worker Device and SHEQSY is not liable for the manufacturer's warranty. In the event that you wish to make a warranty claim against the manufacturer, SHEQSY will provide commercially reasonable endeavours to assist you in making such claim.
- b) You will be eligible for a warranty for the period that is twelve 12 months after you have received the Lone Worker Device (**Warranty Period**).
- c) If you reside in Australia and are a "consumer" for the purposes of the Australian Consumer Law, then the provisions in section (15)(b) of the General Terms will apply.

(4) Review and Acceptance

- a) To make a claim under warranty, you must:
 - i. notify SHEQSY by email as soon as you become aware of the non-compliance of the Lone Worker Device with the specifications (**Defect**), and in any event, within 14 days of when you become aware of the Defect;
 - ii. if SHEQSY asks you to, return the Lone Worker Device together with all packaging, parts, accessories, documentation and proof of purchase to the contact details set out below;
 - iii. if SHEQSY asks you to, provide evidence of proof of purchase of the Lone Worker Device from SHEQSY; and
 - iv. provide any other information reasonably required by SHEQSY to assess your claim.
- b) If you return the Lone Worker Device as part of a warranty claim under this section, and SHEQSY finds the Lone Worker Device is covered by the warranty, SHEQSY will refund the associated and reasonable costs of you returning the Lone Worker Device to SHEQSY, subject to you providing proof of such costs.
- c) Subject to your satisfaction of the requirements in section 4(a) of this Lone Worker Product Module, SHEQSY will notify you of SHEQSY's determination as to whether your claim is valid under warranty, and if so, the process in section 4(d) of this Lone Worker Product Module will apply. To the maximum extent permitted by law, any determination SHEQSY makes will be final and binding.
- d) Subject to the terms of this Lone Worker Product Module, and without limiting your statutory rights, SHEQSY will use its reasonable commercial endeavours to remedy any Defect in the Lone Worker Device during the Warranty Period at its cost. SHEQSY may, at its discretion, elect to:
 - i. repair or replace the Defective part (or all) of the Lone Worker Device; or

- ii. issue a full or partial refund to you with respect to any amount paid for the Defective part (or all) of the Lone Worker Device,
which, to the maximum extent permitted by law, will be your sole and exclusive remedy in relation to the Defect.
- e) If any materials, parts or features required to facilitate any repair or replacement pursuant to section 4(d)(i) are unavailable or no longer in production, or the model of Lone Worker Device is no longer available or in production, SHEQSY will use its reasonable commercial endeavours to use appropriate equivalent materials, parts, features or model.
- f) To the maximum extent permitted by law, the warranty does not cover, and SHEQSY will have no liability, and you waive and release SHEQSY from any liability (under warranty or otherwise), in relation to any Defect which is caused (or partly caused) or contributed to, by any:
 - i. act or omission, accident, or negligence by you or any third party not engaged by SHEQSY;
 - ii. failure on your part to properly maintain the Lone Worker Device in accordance with any of our instructions or guidelines (including any manual);
 - iii. failure on your part to follow any instructions or guidelines (including any manual) provided by SHEQSY or the manufacturer in relation to the Lone Worker Device;
 - iv. use of the Lone Worker Device otherwise than for any application or use specified by SHEQSY or the manufacturer;
 - v. continued use of the Lone Worker Device (where such use is not reasonable) after any Defect in the Lone Worker Device becomes apparent or would have become apparent to a reasonably prudent person;
 - vi. failure by you to notify SHEQSY of any Defect in the Lone Worker Device within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant Defect;
 - vii. reasonable wear and tear to the Lone Worker Device; or
 - viii. act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond SHEQSY or the manufacturer's reasonable control).
- g) SHEQSY will have no liability, and you waive and release SHEQSY from any liability, for any delays (including any costs arising out of any delays) in providing any work or services (including repairs) under warranty, or in assessing any claim made by you under or in relation to a warranty claim.

(5) Acknowledgements

- a) You agree that the Lone Worker Devices are not medical equipment and they are not meant to provide you with medical assistance. As such, you release SHEQSY, its affiliates, directors, agents, and employees from any and all liability associated with such use.
- b) SHEQSY reserves the right in its sole discretion to limit, disconnect or terminate the Lone Worker Device's connection to the Subscription Services in the event of abuse.
- c) The Lone Worker Devices may be reliant on and we have no responsibility for:
 - i. the compatibility of the Lone Worker Device with your hardware, including a Device;
 - ii. the provision of cellular data services;
 - iii. wireless services or other internet connectivity services; or
 - iv. the terms under which cellular service providers may offer those services. Cellular service providers may charge you for SMS, calls, or location services and other fees that we do not control (**Cellular Service Providers Fees**). You are solely responsible to pay any and all of these Cellular Service Providers Fees.
- d) Your use of the Lone Worker Devices will be subject to the applicable agreement between you and the relevant third party manufacturer of the relevant Lone Worker Device. OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT, SHEQSY DISCLAIMS ALL LIABILITY FOR THE LONE WORKER DEVICES.

(6) Lone Worker Devices - Bluetooth

You agree and acknowledge that the Bluetooth Lone Worker Device:

- a) does not call or initiate calls to any emergency service centre;
- b) does not have a microphone or a speaker and has no voice communication functionality;
- c) does not make or receive phone calls, or directly send SMS messages (it sends a signal to the SHEQSY application to initiate the alert events you have set up in SHEQSY);

- d) does not determine your location and relies on your smartphone's location services to determine your location, (note that location information are estimates only and that GPS location services does not work indoors);
- e) does not work under water;
- f) does not work if your smartphone is out of network range (noting that there may also be service gaps within areas with good network coverage);
- g) works only when it is connected to and is in close proximity to your smartphone;
- h) may have a battery life indicator and that indicator is an estimate only and depends on how often the Bluetooth Lone Worker Device is activated;
- i) has a range that is determined by its surrounding structure which can vary;
- j) may have fall detection and that fall detection accuracy depends on the nature and impact of the fall; and
- k) is intended to send an alert to your smartphone using Bluetooth communication to initiate the transmission of SMS messages and/or the placement of phone calls. The Bluetooth Lone Worker Device does not assure that events, including but not limited to check-in, duress, panic and man down have been successfully placed. You are encouraged to and agree whenever practical to use all other safety and medical devices and techniques available to you for your protection.

(7) Lone Worker Devices - Satellite

You acknowledge and agree that the satellite Lone Worker Device:

- a) does not come with any satellite data plan (**Satellite Data Plan**). Before using the satellite Lone Worker Device, you are solely responsible for ensuring that you have an active Satellite Data Plan;
- b) does not have a microphone or a speaker and has no voice communication functionality;
- c) does not make or receive phone calls;
- d) is subject to coverage for your area, which may change from time to time;
- e) relies on satellite to be able to transmit messages and it is possible that at some times and some locations, the satellite data will not work or any applicable emergency response centre will not receive your transmission or that your transmission will be delayed;
- f) is wireless and requires a clear line of sight toward the satellite;
- g) is inherently subject to transmission and reception limitations caused by your location, including conditions that obstruct the line of sight between you and the satellite, the condition of the satellite and ground stations, and the condition of your satellite Lone Worker Device;
- h) relies on unrelated third parties, such as telecommunication providers, service providers that operate the links between the satellite ground stations, including satellite antennas and supporting equipment, and the relevant satellites or interconnecting networks;
- i) may be subject to weather conditions, atmospheric conditions, magnetic interference, environmental, and other conditions beyond our reasonable control.

F. Sensor Product Module

(1) General

- a) The terms of this Sensor Product Module apply to Sensor Services.
- b) In this Agreement:
 - i. **Sensor Services** means the provision of the online Subscription Service known as Sensor Services.
 - ii. **Sensor Hardware** means the hardware products that are required in order for you to receive the Sensor Services, as described in section 4 of this Sensor Product Module; and
 - iii. **Sensor Products** means the Sensor Services and Sensor Hardware.

(2) Sensor Services

- a) SafetyCulture will make the Sensor Services available to you on a Device owned or controlled by you or your End Users during the Subscription Term.
- b) If you elect to purchase Sensor Hardware from SafetyCulture, the supply by SafetyCulture of such Sensor Hardware does not form part of the "Services" for the purposes of this Agreement, including without limitation, for the purpose of any warranties or indemnities provided by SafetyCulture in relation to the Services in the General Terms.

(3) Trial Services

SafetyCulture may offer to supply certain Sensor Products to you with or without charge, along with access to pre-release and beta products (**Trial Services**). If SafetyCulture provides you with free Trial Services, such Trial Services will constitute No-Charge Services in accordance with section (4) of the General Terms, and any use of the Trial Services after the period specified by SafetyCulture (**Trial Period**) will be subject to SafetyCulture's standard Fees for the relevant Trial Services. If SafetyCulture charges you for Trial Services, the Fees will be set out in the applicable Order.

(4) Sensor Hardware

In order to use the Sensor Services, you must purchase and install Sensor Hardware and, at your option, a gateway which communicates with the sensor equipment and the Subscription Services.

(5) Sensor Hardware supplied by SafetyCulture

You may elect to purchase Sensor Hardware from SafetyCulture by entering an Order for the supply of the relevant Sensor Hardware. If you place an Order for the supply of Sensor Hardware, the terms of this section 5 will apply to such Order.

- a) **Fees.** Fees for Sensor Hardware will be payable in advance upon placing your Order.
- b) **Shipping Fees.** In addition to the Fees payable for the relevant Sensor Hardware upon placing the Order, you must pay to SafetyCulture shipping charges to be invoiced separately based on the cost incurred by SafetyCulture to send the Sensor Hardware to your nominated locations with no mark up. For the avoidance of doubt, this may include the cost of shipping from the manufacturer to SafetyCulture.
- c) **Title and Risk.** Title in the Sensor Hardware will not pass to you until SafetyCulture has received full payment for the Sensor Hardware. If SafetyCulture does not receive payment for the Sensor Hardware, title to the Sensor Hardware will not pass to you. Title in the Hardware will not ever pass to you if you pay for the sensor equipment on an instalment basis, if applicable.

Risk in the Sensor Hardware will pass to you upon SafetyCulture delivering the Sensor Hardware to your nominated location or your shipping agent. Once risk in the Sensor Hardware passes, you are solely responsible for the Sensor Hardware.

d) Review and Acceptance

- (i) Within 5 business days of the Sensor Hardware being delivered by SafetyCulture to your nominated location or your shipping agent, you may conduct inspections and testing on the Sensor Hardware in order to determine whether it functions in accordance with applicable specifications that SafetyCulture (or the relevant manufacturer) provide (**Specifications**), and you must either:
 - (1) notify SafetyCulture that the Sensor Hardware is functioning in accordance with the Specifications and that you accept the Sensor Hardware; or
 - (2) notify SafetyCulture that the Sensor Hardware is not functioning in accordance with the Specifications.
- (ii) If you fail to notify SafetyCulture in accordance with section 5(d)(i) of this Sensor Product Module within 5 business days of the Sensor Hardware being delivered by SafetyCulture to your nominated location or your shipping agent, or you use the Sensor Hardware in a non-test, live or production environment prior to such notice being provided, you will be deemed to have accepted the Sensor Hardware.

- (iii) If you provide notice to SafetyCulture in accordance with section 5(d)(i)(2) of this Sensor Product Module, and SafetyCulture is satisfied that the Sensor Hardware does not meet the Specifications, then SafetyCulture will organise replacement Sensor Hardware, provided that the failure of the Sensor Hardware has not been caused, in whole or in part, by your:
 - (1) incorrect installation of the Sensor Hardware;
 - (2) misuse of the Sensor Hardware contrary to the Specifications;
 - (3) use of the Hardware by a person not trained to use the Sensor Hardware; and/or
 - (4) deliberate tampering with, or damage to the Sensor Hardware.
- (iv) SafetyCulture reserves the right to charge you additional Fees in the event that any returned Sensor Hardware is determined by SafetyCulture or the manufacturer to be functioning in accordance with its Specifications, which may include reasonable administrative and shipping Fees.

e) Warranty

- (i) We will take all reasonable steps to facilitate a warranty claim for the Sensor Hardware and will use commercially reasonable efforts to pass through any warranties provided by the manufacturer of any Sensor Hardware supplied by SafetyCulture to you. You acknowledge and agree that SafetyCulture is not the manufacturer of the Sensor Hardware and SafetyCulture is not liable for the manufacturer's warranty. In the event that you wish to make a warranty claim against the manufacturer, SafetyCulture will provide commercially reasonable endeavours to assist you in making such claim.
- (ii) If you pay for the Sensor Hardware up front, and we have received full payment for the Sensor Hardware, you will be eligible for a warranty for the period that is two (2) years after you have received the Sensor Hardware.
- (iii) If you pay for the Sensor Hardware on an instalment basis, you will be eligible for a warranty for the Sensor Hardware for the Subscription Term as per the Order.
- (iv) If you reside in Australia and are a "consumer" for the purposes of the Australian Consumer Law, then the provisions in section (15)(b) of the General Terms will apply.

(6) Installation of Hardware

- (i) You must comply with the Specifications and any installation instructions SafetyCulture provides to you when you install the Sensor Hardware. SafetyCulture is not liable for any loss or damage caused to you or Sensor Hardware arising from your failure to install the Sensor Hardware in accordance with the Specifications or such installation instructions.
- (ii) You are responsible for:
 - (1) ensuring that your systems and facilities are compatible with the Sensor Hardware and meet any minimum requirements specified in the Specifications;
 - (2) making any changes to your systems required in order to install the Sensor Hardware;
 - (3) any calibration of the Sensor Hardware required to integrate the Sensor Hardware with your systems and for any ongoing use of the Sensor Services; and
 - (4) ensuring that the Sensor Hardware is adequately powered or charged at all times. SafetyCulture may provide notification through the Sensor Services that available battery life on the Sensor Hardware is running low, however you are responsible for carrying out your own checks to ensure that the Sensor Hardware is properly powered or charged.

(7) Data and Privacy

- a) Any information, insights, statistics, measurements or reports (**Sensor Data**) produced or generated by the Sensor Products will be owned by SafetyCulture. Your use of the Sensor Products does not grant or transfer you any rights, title or interest in the Sensor Data, except as set out in this section 7 of this Sensor Product Module.
- b) SafetyCulture grants you a limited licence to copy, transmit, store, analyse and back up or otherwise access the Sensor Data, during the Subscription Term or Trial Period (as applicable) for the Sensor Services solely for you to:
 - (i) analyse and diagnose problems with your equipment, systems or procedures;
 - (ii) create reports based on analysis conducted by or on the Sensor Products; and
 - (iii) use the Sensor Products.
- c) During any Subscription Term or Trial Period, you give SafetyCulture consent, including on behalf of your employees, agents and contractors, to take photos and videos of the Sensor Products on your premises, to use in SafetyCulture's case studies and in accordance with SafetyCulture's Privacy Policy.

(8) Sensor Products Disclaimer

You acknowledge and agree that:

- a) you are solely responsible for your use of the Sensor Products;
- b) the Sensor Products are not designed to be a replacement for any emergency warning or evacuation warning system. You must have your own policies and procedures in place to deal with any emergency situation or evacuation situation. The Sensor Products should be used as a backup emergency warning system only;
- c) except as expressly stated in this Agreement and to the extent permitted by applicable law, SafetyCulture does not make any representation or warranty (express or implied) in respect of the Sensor Products, including, without limitation, any implied warranty of merchantability, of fitness for a particular purpose, arising from a course of performance, course of dealing, or usage of trade or against hidden defects, and provides Sensor Products to you on an "as is", "with all faults" and "as available" basis and without any further warranties of any kind. SafetyCulture makes no warranty that operation of the Sensor Products will be uninterrupted or error free or that all defects will be corrected; and
- d) to the maximum extent permitted by law, SafetyCulture excludes all liability for:
 - (i) a loss of stock, assets or any other material monitored by the Sensor Products; and
 - (ii) any defect, error, lack of functionality, or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit), inaccessibility of, interruption or outage with respect to the Sensor Products.

G. Enterprise Plan Services Module

(1) General

- a) SafetyCulture will use its commercially reasonable endeavours to provide you with the Services specified in your Order (**Enterprise Plan Services**). We may update the list of Enterprise Plan Services from time to time by giving notice to you.
- b) You must be a current Enterprise plan customer to be eligible for the Enterprise Plan Services.
- c) The Enterprise Plan Services apply to your use of the Core Services (as defined in the SafetyCulture Product Module).
- d) The Enterprise Plan Services excludes any support for: (a) any Services other than the Core Services; (b) any version of the Core Services other than the current version made available by us; (c) use of the Core Services in conjunction with Third Party Products (other than those for which the Core Services were designed or provided); (d) any modifications to the Core Services made by any party other than SafetyCulture or its subcontractors; (e) No-Charge Services; and (f) defects or failures in the Core Services beyond SafetyCulture's reasonable control.
- e) SafetyCulture will make the Enterprise Plan Services available to you during the period specified in your Order and in accordance with any usage restrictions specified in the applicable Order, this Module or otherwise notified to you in writing. Enterprise Plan Services not utilised during the period specified in your Order will expire and cannot be rolled over to another term.
- f) You agree that your purchase of the Enterprise Plan Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SafetyCulture regarding future functionality or features.

(2) Enterprise Plan Services

24/7 Technical Support	<ul style="list-style-type: none">• 24 hours per day, 7 days a week¹• Phone, email and chat support available¹• Contact us at: https://safetyculture.com/contact-us/										
Success Team	<table><tr><th>Role</th><th>Responsibilities</th></tr><tr><td>Account Executive</td><td>Primary point of contact and champion for you at SafetyCulture.</td></tr><tr><td>Customer Onboarding Manager</td><td>Provide you with support to ensure the successful onboarding and implementation of the Core Services.</td></tr><tr><td>Customer Success Manager</td><td>Support post-onboarding. Ensure that Core Services deliver desired customer outcomes. Coordinate internal resources to support you with a focus on enablement and adoption.</td></tr><tr><td>Customer Success Engineer</td><td>Technical expert that will support enablement of complex workflows and integrations of the Core Services with Third Party Products.</td></tr></table> <ul style="list-style-type: none">• 8 hours per day Monday – Friday²• Phone and email support available• Any Named Contact can contact the Success Team³	Role	Responsibilities	Account Executive	Primary point of contact and champion for you at SafetyCulture.	Customer Onboarding Manager	Provide you with support to ensure the successful onboarding and implementation of the Core Services.	Customer Success Manager	Support post-onboarding. Ensure that Core Services deliver desired customer outcomes. Coordinate internal resources to support you with a focus on enablement and adoption.	Customer Success Engineer	Technical expert that will support enablement of complex workflows and integrations of the Core Services with Third Party Products.
Role	Responsibilities										
Account Executive	Primary point of contact and champion for you at SafetyCulture.										
Customer Onboarding Manager	Provide you with support to ensure the successful onboarding and implementation of the Core Services.										
Customer Success Manager	Support post-onboarding. Ensure that Core Services deliver desired customer outcomes. Coordinate internal resources to support you with a focus on enablement and adoption.										
Customer Success Engineer	Technical expert that will support enablement of complex workflows and integrations of the Core Services with Third Party Products.										

Priority Support	Any support requests submitted by your Named Contacts ³ will be allocated a priority status identifier in the queue handled by our Customer Support team and responded to on a first-priority basis ahead of other requests.
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¹ **24/7 Technical Support:** Requests are handled by our Customer Support team. Requests can be made by any End User on your Customer Account. On weekdays, the Customer Support team can be contacted by live chat from within the mobile app and the online web platform, email and phone. Weekday support is available in accordance with support times specified on our website (<https://safetyculture.com/contact-us/>); currently 9:00AM to 5:00PM Monday to Friday for the following time zones: Central Time (UTC-6), Western Europe (UTC+0) and Australian Eastern Standard Time (UTC+10). On weekends, the Customer Support team can be contacted by email. Weekend support is any support outside of the support times specified on our website (currently 5:00PM Friday Central Time (UTC-6) until 9:00AM Monday Australian Eastern Standard Time (UTC+10)). Support is not available on weekends for integrations with Third Party Products, sandbox environments, analytics or any other requests that require input from our Product or Engineering teams, unless requested at least two (2) weeks in advance and agreed with SafetyCulture. Support is available in English.

² **Success Team:** The Success Team will be available to your Named Contacts from 9:00AM to 5:00PM Monday to Friday for the following time zones: Central Time (UTC-6), Western Europe (UTC+0) and Australian Eastern Standard Time (UTC+10). Your Success Team requests will be handled by team members located in our Kansas City, Manchester or Sydney offices and assigned to you based on your location. Availability will be determined by the time zone applicable to your assigned Success Team.

³ **Named Contacts:** requests made to the Success Team must be submitted by an administrator(s) specified on your Customer Account. The Success Team can be contacted by phone or email. Contact details for your Success Team will be provided to you in writing on or after the date that SafetyCulture accepts your Order for the Enterprise Plan Services.