

CanadaSDS SaaS Agreement

This Agreement was last updated on May 1, 2025.

This CanadaSDS SaaS Agreement (hereinafter the “Agreement”) is by and between OHS Technologies Inc (DBA CanadaSDS - hereinafter “CanadaSDS” or “Party”) a Canadian corporation, and the entity indicated on the applicable Order Form (hereinafter “Customer” or “Client” or “Subscriber” or “Party”). By executing an Order Form that references this Agreement, Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms. If Customer enters into this Agreement on behalf of a company or other legal entity, Customer represents that Customer has the authority to bind such entity and its Affiliates to this Agreement. If Customer does not have such authority, or if Customer does not agree with the terms and conditions set forth in this Agreement, Customer must not accept this Agreement and Customer must not use the Services.

BACKGROUND

- A. CanadaSDS and its partners operate www.canadasds.com, a platform that enables Customers to search Safety Data Sheet (hereinafter “SDS”) documents along with other SDS and health and safety functions and activities (hereinafter the “Service”).
- B. Customer wishes to subscribe to the CanadaSDS Service and CanadaSDS agrees to provide Customer access to the Service on the terms and conditions of this Agreement.
- C. Customer understands that its subscription to the CanadaSDS Service is non-exclusive. Nothing in the Agreement prevents CanadaSDS from providing the Service to any other person or party.

The Parties hereto agree as follows:

1. Contract Period

This Agreement is effective when the Order Form is signed by Customer and CanadaSDS representatives (hereinafter the “Effective Date”). The term of this agreement is outlined in the Order Form. If no term is outlined in the Order Form, then the term of this agreement shall be one (1) year. This Agreement shall automatically renew after the initial term for additional terms of one (1) year each unless either Party shall give notice of cancellation at least thirty (30) days prior to the expiration of the initial term or any renewal thereof.

2. Billing and Payment

The Service is billed in advance on a yearly basis and is non-refundable for the full term of the Agreement. There will be no refunds or credits for setup fees, partial months of service, upgrade/downgrade refunds, or refunds for unused months. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties. If a payment in a billing cycle is missed for any reason whatsoever, CanadaSDS will notify Customer of such non-payment and Customer will have ten (10) business days to make a payment. If such payment is not made within ten (10) business days, access to the system will be suspended.

The fees for use of the Service are set forth in the Order Form.

3. Representations and Warranties

General. Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

Compliance with the Laws. Each Party represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy and communications decency laws.

Acceptable Use. Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will: (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) that infringes any 3rd party's copyright including patents, trademarks or any other intellectual property right; or (iii) will disrupt a third parties' similar use; (b) not violate or tamper with the security of any CanadaSDS computer equipment or program including but not limited to attempting to manipulate or circumvent the Service or use loopholes in the Service. If CanadaSDS has reasonable grounds to believe that Customer is utilizing the Services for any such illegal or disruptive purpose CanadaSDS may suspend the Services immediately with or without notice to Customer. CanadaSDS may terminate the Agreement as contemplated in Section 11 if Customer in fact fails to adhere to the foregoing acceptable use standards.

DISCLAIMER. THE WARRANTIES SET FORTH IN THIS SECTION 3 ARE THE ONLY WARRANTIES MADE BY CANADASDS. CANADASDS AND ITS PARTNERS MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE OR SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND CANADASDS HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. CANADASDS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PERFORMED OR PROVIDED BY THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION GIVEN BY CANADASDS, ITS PARTNERS, EMPLOYEES, LICENSORS, OR THE LIKE WILL CREATE A WARRANTY.

4. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL CANADASDS OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE,

THEFT , DESTRUCTION OR UNAUTHORIZED ACCESS TO CANADASDS'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY CANADASDS OF THIS AGREEMENT, CANADASDS'S LIABILITY TO CUSTOMER WILL NOT EXCEED THE AMOUNT PAID TO CANADASDS BY CUSTOMER DURING THE PREVIOUS THREE MONTHS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE-STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

5. Confidential Information

Definition. For purposes of this Agreement "Confidential Information" shall mean information including, without limitation, all Customer data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked "Confidential", or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Customer under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (iii) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and (v) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure.

Nondisclosure. During the term of this Agreement and for a period of two (2) years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement; Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/ non-use obligations imposed by this Section 5. Both parties shall take steps each determines appropriate to implement and enforce such non-disclosure/non-use obligations.

Terms of Agreement Confidential. Each of the Parties agrees not to disclose to any third party the terms of this Agreement, including pricing, without the prior written consent of the other Party hereto, except to advisors, investors and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law.

Injunctive Relief. In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching Party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

6. Customer Responsibility

All content posted on the Service must comply with copyright law. Customer shall be solely responsible for securing and paying for all digital rights licenses and any other licenses from copyright owners (or their agents) if required in connection to all content provided for use in connection with Customer's use of the Service. CanadaSDS claims no intellectual property rights over the material Customer provides for use in the Service. All materials uploaded remain property of the Customer or its original creator. CanadaSDS does not pre-screen content, but reserves the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. The SDS information provided by the Service is in good faith and believed to be accurate as of the effective date shown on the SDS. The SDS documents entered in to the system are from chemical manufacturers who are considered technically reliable. However, no warranty, express or implied, as to the accuracy of the information is given. CanadaSDS and its partners shall not be liable for any error, inaccuracy, or omission. The Customer acknowledges that the original manufacturer's SDS is the de-facto source of SDS information which the Customer must rely upon and not any other views of the data presented by the Service. Regulatory requirements are subject to change and may differ between various locations. It is the Customer's responsibility to ensure its activities comply with all federal, state, provincial or local laws. The SDS information presented by the Service pertains only to the product as shipped. Since conditions for use of the product are not under the control of the manufacturer or CanadaSDS, it is the Customer's duty to determine the conditions necessary for the safe use of the product.

Customer shall defend, indemnify and hold harmless CanadaSDS from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all third-party claims by any person based upon or concerning Customer's actual or alleged violation(s) of this Agreement or Customer's actual or attempted use(s) of or access to the Service, or its information.

Customer is not permitted to resell the Services.

Customer shall use the Services only for lawful purposes. To the extent deemed necessary by Customer, Customer shall implement security procedures necessary to limit access to the Services to Customer's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data or programs.

Customer is responsible for establishing designated points of contact to interface with CanadaSDS.

7. Intellectual Property

Ownership.

(a) Subject to clause (b) below, Title to, and all Intellectual Property Rights in, the Service, the Website, and all Underlying Systems is and remains the property of CanadaSDS and its licensors or partners. Customer must not dispute that ownership.

(b) Title to, and all Intellectual Property Rights in, the Customer data (as between the parties) remains the property of the Customer. Customer grants CanadaSDS a worldwide, non-exclusive, fully paid up, transferable, irrevocable license to use, store, copy, modify, make available and communicate the data for any purpose in connection with the exercise of its rights and performance of its obligations in accordance with the Agreement.

Know How. To the extent not owned by CanadaSDS, Customer grants CanadaSDS a royalty-free, transferable, irrevocable and perpetual license to use for CanadaSDS's own business purposes any know

how, techniques, ideas, methodologies, and similar Intellectual Property used by CanadaSDS in the provision of the Service.

Feedback. If Customer provides CanadaSDS with ideas, comments or suggestions relating to the Service or Underlying Systems (together feedback):

(a) All Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by CanadaSDS; and

(b) CanadaSDS may use or disclose the feedback for any purpose.

Third Party Sites and Material. Customer acknowledges that the Service may link to third party websites or feeds that are connected or relevant to the Service. Any link from the Service does not imply any CanadaSDS endorsement, approval or recommendation of, or responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, CanadaSDS excludes all responsibility or liability for those websites or feeds.

Third Party Intellectual Property Rights Indemnity.

(a) CanadaSDS indemnifies Customer against any claim or proceeding brought against Customer to the extent that claim or proceeding alleges that the Customer's use of the Service in accordance with the Agreement constitutes an infringement of a third party's Intellectual Property Rights (IP Claim). The indemnity is subject to the Customer:

- (i) promptly notifying CanadaSDS in writing of the IP Claim;
- (ii) making no admission of liability and not otherwise prejudicing or settling the IP Claim, without CanadaSDS's prior written consent; and
- (iii) giving CanadaSDS complete authority and information required for CanadaSDS to conduct and/or settle the negotiations and litigation relating to the IP Claim. The costs incurred or recovered are for CanadaSDS's account.

(b) The indemnity in the clause (a) above does not apply to the extent that an IP Claim arises from or in connection with:

- (i) the Customer's breach of the Agreement;
- (ii) use of the Service in a manner or for a purpose not reasonably contemplated by the Agreement or otherwise not authorized in writing by CanadaSDS; or
- (iii) any third party data or any SDS data.

(c) If at any time an IP Claim is made, or in CanadaSDS's reasonable opinion is likely to be made, then in defence or settlement of the IP Claim, CanadaSDS may (at CanadaSDS's option):

- (i) obtain for the Customer the right to continue using the items which are the subject of the IP Claim; or
- (ii) modify, re-perform or replace the items which are the subject of the IP Claim so they become non-infringing.

8. Customer Data

All data provided by Customer or inputted by Customer is owned by Customer and is to be strictly held as confidential. CanadaSDS will delete and destroy all copies of the data once the Agreement is terminated with or without default. Customer has the option to receive a backup of the data prior to deletion per section 10.

All right, title and interest in and to any material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to CanadaSDS. Any modification to the Service performed by CanadaSDS on behalf of the Customer directly or indirectly extending the current capabilities shall be the property of CanadaSDS and all copyrights and other rights are hereby assigned to CanadaSDS.

9. Availability

CanadaSDS will use reasonable efforts to ensure the Service is available on a 24/7 basis. However, it is possible that on occasion the Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. CanadaSDS will use reasonable efforts to publish on the CanadaSDS website advance details of any unavailability.

Through the use of web services and APIs, the Service may interoperate with a range of third party service features. CanadaSDS does not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, CanadaSDS may cease to make available that feature to the Client. To avoid doubt, if CanadaSDS exercises its right to cease the availability of a third party feature, the Client is not entitled to any refund, discount or other compensation.

10. Back-up of Data

While CanadaSDS will take standard industry measures to back up all data stored using the Service, the Customer agrees to keep a separate back-up copy of all data uploaded into the Service. All data and backups are stored in Canadian facilities.

11. Termination

If a Party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice, the other Party may terminate this agreement; provided, however, that where the breach is the failure of payment by Customer of any charge when due, CanadaSDS, may, at its option, terminate or suspend Services if Customer does not cure said breach within ten (10) days following notice to Customer of the delinquency.

This Agreement may be terminated immediately upon written notice by either Party if the other Party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.

Customer shall be responsible for payment of all charges under a terminated Agreement incurred as of the effective date of termination. If a Customer breach is the cause of the termination then Customer is responsible for all charges incurred for the full term of the Agreement.

12. General Provisions & Force Majeure

(a) The CanadaSDS privacy policy contained on the CanadaSDS website is incorporated by reference into this Agreement and any dispute arising from this privacy policy or otherwise will be resolved exclusively in accordance with the terms contained in this Agreement.

(b) This Agreement, including the CanadaSDS privacy policy, any amendments, appendixes, and attachments hereto that are incorporated herein, constitute the entire agreement between the parties and shall be binding on the parties when accepted by Customer. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party(ies). No provision of any purchase order or other document issued by Customer, which purports to alter, vary, modify or add to the provisions of this Agreement, shall be binding upon CanadaSDS or effective for any purpose, unless accepted by CanadaSDS in writing. It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, CanadaSDS's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

(c) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

(d) Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other. Such consent shall not be unreasonably withheld. However, no consent is required for an assignment that occurs (a) to an entity in which the transferring party owns more than 50% of the assets, or (b) as part of a transfer of all or substantially all of the assets of the transferring party to any party. Any assignment or delegation in violation of this section shall be void.

(e) If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) No delay or failure of CanadaSDS or Customer in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by CanadaSDS or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

(g) In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds seven (7) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided in Section 11.

(h) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.

(i) The laws of the Province of Ontario and the laws of Canada applicable therein shall govern this Agreement and the parties hereby irrevocably submit and attorn to the nonexclusive jurisdiction of the courts of the Province of Ontario with respect to all matters arising out of or in connection with this Agreement and all matters contemplated by this Agreement.