<div align="center">**SOFTWARE END USER LICENSE AGREEMENT**</div>

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS PRODUCT. BY CLICKING THE ACCEPTANCE BUTTON OR INSTALLING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT.

This Agreement sets forth the terms and conditions of your use of the accompanying 212 Environmental Data Management System ("Software") owned by 212 Environmental Products, LLC ("Provider"). For the purposes of this Agreement, "you" means you, the end user, and "Licensor" mean the Customer of Provider (as reflected in the Terms of Software Service which is incorporated herein by reference).

<div align="center">RECITALS</div>

Your use of the Software is strictly limited to the use permitted by the Terms of Software Service;

Provider provides a cloud-based and on-premise Software, and the parties have agreed that Provider will provide the Software to Customer; and

Therefore, in consideration of the mutual covenants, terms, and conditions set forth below, the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as set forth below.

<div align="center">TERMS AND CONDITIONS</div>

1. DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

1.1. "Documentation" means the Software's standard user manual.

1.2. "Software" means Provider's [212 Environmental Data Management System] software, in object code format.

1.3. "Specifications" means Provider's standard specifications for the Software set forth in its then-current Documentation.

1.4. "Term" is defined in Section 10.1 below.

1.5. "Upgrade" means a new versions, updates, or upgrades of the Software, in object code format.

2. LICENSES & DELIVERY.

2.1. License. Provider hereby grants Customer a nonexclusive license to reproduce and use a single copy of the Software during the Term, provided Customer complies with the restrictions set forth in Section 2.2 below.

2.2. Restrictions on Software Rights. Copies of the Software created or transferred pursuant to this Agreement are licensed, not sold, and Customer receives no title to or ownership of any copy or of the Software itself. Furthermore, Customer receives no rights to the Software other than those specifically granted in Section 2.1 above. Without limiting the generality of the foregoing, Customer shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software; (b) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code.

2.3. <u>Documentation</u>: Customer may reproduce the Documentation as reasonably necessary to support internal use of the Software but may not publicly distribute the Documentation.

2.4. <u>Delivery</u>. Provider shall provide the Software and Documentation to Customer, through a reasonable system of electronic download.

3. FEES & REIMBURSEMENT.

3.1. <u>Fees</u>. Customer shall pay Provider all compensation provided in TERMS OF SOFTWARE SERVICE for your use. If Customer fails to submit payment, you will be responsible for any use in which compensation is not received from Customer to Provider.

3.2. <u>Invoices</u>. Payment against all invoices will be due within 30 days thereof.

4. IP & FEEDBACK.

4.1. <u>IP Rights in the Software</u>. Provider retains all right, title, and interest in and to the Documentation and Software, except to the extent of the limited licenses specifically set forth in Sections 2.1 (*Licenses*), and 2.3 (*Documentation*). Customer recognizes that the Software and its components are protected by copyright and other laws.

4.2. <u>Feedback</u>. Customer hereby grants Provider a perpetual, irrevocable, worldwide license to use any Feedback (as defined below) Customer communicates to Provider during the Term, without compensation, without any obligation to report on such use, and without any other restriction. Provider's rights granted in the previous sentence include, without limitation, the right to exploit Feedback in any and every way, as well as the right to grant sublicenses. Notwithstanding the provisions of Article 5 (*Confidential Information*) below, Feedback will not be considered Customer's Confidential Information. ("<u>Feedback</u>" refers to any suggestion or idea for modifying any of Provider's products or services, including without limitation all intellectual property rights in any such suggestion or idea.)

5. CONFIDENTIAL INFORMATION.

5.1. <u>Confidential Information Defined</u>. "<u>Confidential Information</u>" refers to the following: (a) any document Provider marks "Confidential" and discloses to you or Customer (collectively "Recipient"); (b) any information Provider orally designates as "Confidential" at the time of disclosure, provided Provider confirms such designation in writing within 30 business days; (c) the non-public features and functions of the Software; and (d) any other nonpublic, sensitive information Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is approved for release in writing by Provider. Recipient is on notice that the Confidential Information may include Provider's valuable trade secrets.

5.2. <u>Nondisclosure</u>. Recipient shall not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement (the "<u>Purpose</u>"). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with

Recipient with terms no less restrictive than those of this Article 5; and (b) shall not disclose Confidential Information to any other third party without Provider's prior written consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Provider of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give Provider prompt notice of any such legal or governmental demand and reasonably cooperate with Provider in any effort to seek a protective order or otherwise to contest such required disclosure, at Provider's expense.

5.3. <u>Injunction</u>. Recipient agrees that breach of this Article 5 would cause Provider irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Provider will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

5.4. <u>Termination & Return</u>. With respect to each item of Confidential Information, the obligations of Section 5.2 above (*Nondisclosure*) will terminate after the date of public disclosure by Provider; provided that such obligations related to Confidential Information constituting Provider's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Recipient shall return all copies of Confidential Information to Provider or certify, in writing, the destruction thereof.

5.5. <u>Retention of Rights</u>. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Provider will retain all right, title, and interest in and to all Confidential Information.

5.6. <u>Exception & Immunity</u>. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b) (the "DTSA"), Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

(a) *IMMUNITY*. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) *USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

6. SOFTWARE AUDIT. During the Term of this Agreement and at any time during the five years thereafter, Provider may audit Customer's use of Software on seven days' advance written notice. Customer shall cooperate with the audit, including by providing access to any books, computers, records, or other information that relate or may relate to use of Software. Such audit shall not unreasonably interfere with

Customer's business activities. If Provider discovers unauthorized use, reproduction, distribution, or other exploitation of Software, in excess of one copy or user that would have applied to authorized exploitation, Customer shall reimburse Provider for the reasonable cost of the audit, or of the next audit in case of discovery without an audit, in addition to such other rights and remedies as Provider may have.

7. REPRESENTATIONS & WARRANTIES.

7.1. <u>From Provider</u>.

(a) *Function*. Provider represents and warrants that, during the Term, the Software will perform materially as described in its Specifications.

(b) *IP Rights in the Software*. Subject to the next sentence, Provider represents and warrants that it is the owner of the Software and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property rights to the Software set forth in this Agreement without the further consent of any third party. Provider's representations and warranties in the preceding sentence do not apply to the extent that the infringement arises out of any of the conditions listed in Subsections 8.1(a) through 8.1(e) below. In the event of a breach of the warranty in this Subsection 7.1(b), Provider, at its own expense, will promptly take the following actions: (i) secure for Customer the right to continue using the Software; (ii) replace or modify the Software to make it noninfringing, provided such modification or replacement will not materially degrade any functionality listed in the Specifications; or (iii) refund of the licensee fee pre-paid for the Software for every month remaining in the Term, in which case Provider may terminate any or all Customer licenses to the Software granted in this Agreement and require return or destruction of copies thereof. In conjunction with Customer's right to terminate for breach where applicable and the provisions of Section 8.1 below (*Indemnified Claims*), the preceding sentence states Provider's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this Subsection 7.1(b) and for potential or actual intellectual property infringement by the Software.

7.2. <u>From Both Parties</u>. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

7.3. <u>Warranty Disclaimers</u>. Except for the express warranties in Sections 7.1 and 7.2 above, PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider does not warrant that the Software will perform without error or that it will run without immaterial interruption. Provider provides no warranty regarding, and will have no responsibility for, any claim arising out of: (a) a modification of the Software made by anyone other than Provider, unless Provider approves such modification in writing; or (b) use of the Software in combination with any operating system not authorized in the Specifications or Documentation or with hardware or software specifically forbidden by the Specifications or Documentation.

8. INDEMNIFICATION.

8.1. <u>Indemnified Claims</u>. Provider shall defend and indemnify Customer and Customer's Associates (as

defined below) against any "<u>Indemnified Claim</u>," meaning any third party claim, suit, or proceeding arising out of, related to, or alleging direct infringement of any patent, copyright, trade secret, or other intellectual property right by the Software. Provider's obligations set forth in this Section 8.1 do not apply to the extent that an Indemnified Claim arises out of: (a) Customer's breach of this Agreement; (b) revisions to the Software made without Provider's written consent; (c) Customer's failure to incorporate Upgrades that would have avoided the alleged infringement, provided Provider offered such Upgrades without charges not otherwise required pursuant to this Agreement; (d) Provider's modification of Software in compliance with specifications provided by Customer; or (e) use of the Software in combination with hardware or software not provided by Provider. In the event of an Indemnified Claim, Provider may exercise the remedies in Subsections 7.1(b)(i) through 7.1(b)(iii) above, including without limitation its right therein to terminate licenses and require return of the Software. (As used in this Article 8, Customer's "<u>Associates</u>" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

8.2. <u>Litigation & Additional Terms</u>. Provider's obligations pursuant to Section 8.1 above will be excused to the extent that Customer's or any of Customer's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Provider will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Customer will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations.

9. LIMITATION OF LIABILITY.

9.1. <u>Dollar Cap</u>. PROVIDER'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED $500.

9.2. <u>Excluded Damages</u>. Except with regard to breaches of Article 5 (*Confidential Information*), IN NO EVENT WILL PROVIDER BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

9.3. <u>Clarifications & Disclaimers</u>. THE LIABILITIES LIMITED BY THIS ARTICLE 9 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Article 9, Provider's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Provider's liability limits and other rights set forth in this Article 9 apply likewise to Provider's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

9.4. <u>Exceptions to Limitation of Liability</u>. Sections 9.1 (*Dollar Cap*) and 9.2 (*Excluded Damages*) above do not apply to: (a) claims pursuant to Article 8 above (*Indemnification*); or (b) claims for attorneys' fees and other litigation costs recoverable by the prevailing party in any action.

10. Term & Termination.

10.1. <u>Term</u>. This Agreement will remain in effect for only so long as the Customer's Terms of Software

Service remain in effect (the "Term").

10.2. *Termination for Cause*. Either party may terminate this Agreement for the other's material breach. Customer's obligations pursuant to this Agreement will remain in effect after termination.

10.3. Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the Software and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Articles and Sections 2.2 (*Restrictions on Software Rights*) 4 (*IP & Feedback*), 5 (*Confidential Information*), 6 (*Software Audit*), 7.2 (*Warranty Disclaimers*), 8 (*Indemnification*), and 9 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

11. MISCELLANEOUS.

11.1. Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

11.2. Notices. Notices pursuant to this Agreement shall be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (a) actual receipt or (b) delivery in person, by email with written confirmation of receipt, or by certified mail return receipt requested. For Provider: info@212environmental.com. For Customer, to the Dedicated Email provided on the Order. In addition, Customer is on notice and agrees that: (a) for claims of copyright infringement, the complaining party may contact info@212environmental.com; and (b) Provider will terminate the accounts of subscribers who are repeat copyright infringers.

11.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

11.4. Assignment & Successors. You may not assign this Agreement or any rights or obligations hereunder without Provider's express written consent. Except to the extent forbidden in this Section 11.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

11.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

11.6. No Waiver. No party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

11.7. <u>U.S. Government Restricted Rights</u>. The Software and Documentation are commercial items, as that term is defined in 48 CFR 2.101, consisting of commercial computer software and commercial computer software documentation, as those terms are used in 48 CFR 12.212. If the Software or Documentation is acquired by or on behalf of the U.S. government or by a U.S. government contractor (including without limitation prime contractors and subcontractors at any tier), then in accordance with 48 CFR 227.7202-4 (for Department of Defense licenses only) and 48 CFR 12.212 (for licenses with all federal government agencies), the government's rights to the Software and Documentation are limited to the commercial rights specifically granted in this Agreement, as restricted by this Agreement. The rights limited by the preceding sentence include, without limitation, any rights to reproduce, modify, perform, display, disclose, release, or otherwise use the Software or Documentation. This Section 11.7 does not grant Customer any rights not specifically set forth in this Agreement.

11.8. <u>Bankruptcy Rights</u>. The rights and licenses granted in Sections 2.1 (*License*) and 2.3 (*Documentation*) (collectively, the "<u>License Provisions</u>") are licenses to "intellectual property" rights, as defined in Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Sections 101*, et seq.*). If Provider is subject to any proceeding under the United States Bankruptcy Code, and Provider as debtor in possession or its trustee in bankruptcy rejects this Agreement, Customer may, pursuant to 11 U.S.C. Section 365(n)(1) and (2), retain any and all rights granted to it under the License Provisions to the maximum extent permitted by law. This Section 11.8 will not be construed to limit or restrict any right or remedy not set forth in this Section 11.8, including without limitation the right to retain any license or authority this Agreement grants pursuant to any provision other than the License Provisions.

11.9. <u>Choice of Law & Jurisdiction</u>: This Agreement will be governed solely by the internal laws of the State of Ohio including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Hamilton County Ohio. This Section 11.9 governs all claims arising out of or related to this Agreement, including without limitation tort claims. All claims brought by you against Provider are subject to a confidential arbitration proceeding in Hamilton County Ohio.

11.10. <u>Technology Export</u>. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export the Software or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export it to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, Syria, and Russia - included regions annexed by or subject to control of the same).

11.11. <u>Entire Agreement</u>. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

11.12. <u>Amendment</u>. Provider may amend this Agreement from time to time by posting an amended version at its Website, sending Customer written notice thereof, or listing a new agreement prior to sign-in to the Software. Continued use of the Service following the effective date of an amendment will confirm consent thereto. This Agreement may not be amended in any other way except through

a written agreement by authorized representatives of each party. Provider may revise the Privacy Policy and Acceptable Use Policy at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted.