



End User License Agreement

V1.2 July 2021

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You acknowledge and agree that Your access to the Software is solely based on Your status as an authorized End User of the Customer. For the purposes of this EULA, an “End User” is (a) any employee, contractor or agent of Customer that has been authorized by Customer to use the Software, or (b) any corporate affiliate or franchisee of the Customer, and approved employees or contractors of such affiliate or franchisee or (c) a Customer approved third party (and approved employees or contractors of such third party), with whom Customer has an agreement in which such third party agrees to meet confidentiality and nondisclosure standards that are no less restrictive than Customer itself observes; and, provided further, that Company approves such third party to access and use the Software through the Agreement.

Any termination of the Agreement will immediately terminate Your right as an End User to use the Software. Any termination of Your contractual or employment relationship with the Customer will immediately terminate Your rights to access and use the Software herein. Any violation of the terms and conditions of this EULA will entitle the Company to suspend or terminate Your use of the Software.

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2. Term.

a. The term of this EULA will run concurrently with the Term of the Agreement. Upon any termination of the Agreement, your rights to use the Software, and Your rights under this EULA, will terminate.

b. You are responsible for strict compliance with any and all of the terms and conditions of this EULA.

c. This EULA will terminate automatically if You (or your respective entity which gave you access or permission rights) fails to comply with any of the limitations or other requirements described herein, and such termination shall be in addition to and not in lieu of any criminal, civil or other remedies available to Company. When this EULA terminates, You must immediately cease using the Software and erase or destroy all copies of the Software and the documentation. You may terminate this EULA at any point by providing written notice and erase or destroy all copies of the Software and the Documentation.

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a. Limited Warranty. Company warrants that for thirty (30) days from the date of original purchase, license, or lease firmware stored on hardware devices (if Customer has purchased or leased hardware units) will be free from defects in materials and workmanship.

b. Customer Remedies. Company's entire liability and Your exclusive remedy shall be replacement of the defective firmware. To receive replacement of defective firmware, You must receive a return authorization number from Company and return the defective hardware to Company at Your expense with a copy of Your receipt. This limited warranty is void if the defect has resulted from accident, abuse, or misapplication. Any replacement hardware or firmware will be warranted for the remainder of the original warranty period. This remedy is not available to the extent it is prohibited under United States export control laws and regulations.

c. Warranty Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, THE SOFTWARE (AND ACCOMPANYING DOCUMENTATION) IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING PROVISIONS, YOU ASSUME SOLE RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND SOLE RESPONSIBILITY FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, COMPANY MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE, VIRUS FREE, OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL SATISFY YOUR SPECIFIC REQUIREMENTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, OF LACK OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, AND LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE SOFTWARE AND ASSOCIATED DOCUMENTATION. THERE IS NO



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8. Entire Agreement.

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Any dispute relating to or arising under this EULA or the use of the Software or its accompanying documentation shall be resolved in accordance with the applicable terms of the Agreement.

10. Severability.

If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby.

11. United States Government.

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13. Confidentiality.

You agree that the Software, including, but not limited to, all source and object code components, screen shots and displays, graphical user interfaces, algorithms, formulae, data structures, scripts, application programming interfaces and protocols, and the Documentation (collectively the "Confidential Information") are trade secrets of Company and are owned by Company or, where applicable, its third-party licensors. You agree to retain all Confidential Information in strict confidence at least with the same amount of diligence that You exercise in preserving the secrecy of Your most-valuable information, but in no event less than reasonable diligence. You agree to: (a) only disclose Confidential Information to Your employees and agents to the extent required to use the Software under the terms of this EULA and not to disclose or disseminate the Confidential Information to any third party without the prior written consent of Company, (b) use the Confidential Information solely for Your benefit as provided for herein and not to allow any third party to benefit from the Confidential Information, and (c) bind Your employees and agents, by terms no less restrictive than those set forth herein, to maintain the confidentiality of such Confidential Information, and not use or disclose such information except as permitted under this EULA. Notwithstanding the disclosure of any Confidential Information for any reason, such Confidential Information shall continue to be owned by Company or its licensors. Nothing contained herein shall be deemed to prevent You from disclosing or disseminating Your data, in any format or any report, to whomever You so choose.



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This EULA is exclusively governed by the laws of the United States and the State of North Carolina, without reference to conflicts of law principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This EULA sets forth all of Your rights and is the entire agreement between the parties. This EULA supersedes any other communications with respect to the Software and/or Documentation. This EULA may not be modified except by a written addendum issued by a duly authorized representative of Company. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by a duly authorized representative of Company. You hereby acknowledge a breach of this EULA would cause irreparable harm and significant injury to Company that may be difficult to ascertain and that a remedy at law would be inadequate. You agree that Company shall have the right to seek and obtain immediate injunctive relief to enforce the obligations under this EULA in addition to any other rights and remedies it may have. If any provision of this EULA is held invalid, the remainder of this EULA shall continue in full force and effect. The controlling language of this EULA is English. If You have received a translation into another language, it has been provided for Your convenience only.

15. Company Customer Contact.

If You have any questions concerning these terms and conditions, or if You would like to contact Company for any other reason, please contact us at Diversey, Inc.: 2415 Cascade Pointe Blvd, Charlotte, NC 28208 or via email to: contact.us@diversey.com.

APPENDIX 1 to EULA

SUBSCRIPTION LICENSE AND ADDITIONAL TERMS

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5. Minimum Age Requirement. The Software and the web site are not available for use by persons under the age of 18 or to any users previously suspended or removed by Company. YOU HEREBY REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND HAVE NOT BEEN PREVIOUSLY SUSPENDED OR REMOVED FROM USING THE SOFTWARE, OR THE COMPANY WEB SITE.

6. Description of Services. Company provides software application solutions for businesses, individuals, and other organizations on customized web sites hosted and maintained by Company). The specific Services purchased by You are set forth in the Agreement. To use the Services, You must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any fees associated with such access. You must provide all equipment necessary to make such connection to the World Wide Web, including a computer and a dedicated Internet access line or other access device. Company is not responsible for and shall have no liability to You with respect to any claims relating to Your ability, or lack thereof, to connect to the Company's network or System and access the Software or Services.

7. Prices/Payments/Contract Term. The fees and charges for the Services are set forth in the Agreement.

8. Termination. You may discontinue use of the Software by notifying Company in writing. Your use of the Software will terminate upon any termination or expiration of the underlying Agreement or upon your violation of the terms hereof.

9. Modifications to or Discontinuation of the Service. Company reserves the right at any time and from time to time to modify, temporarily or permanently, the Company web site (or any part thereof). You acknowledge that Company reserves the right to discontinue offering the Services at the end of the Initial Term or then-current Renewal Term (as such terms are defined in the Agreement). You agree that Company shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Service, under the terms herein.

10. User Conduct and System Integrity. The Services allow You to send electronic communications directly to Company and to third-parties. You agree to comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications, and anti-spam legislation. You will not send any electronic communications from the Service for any purpose, that are unlawful, abusive, harassing, libelous, defamatory, obscene, or threatening.

11. Special Admonitions for International Use. You agree to comply with all local rules regarding online conduct and acceptable content. Specifically, You agree to comply with all applicable laws regarding the transmission of technical data or data containing personally identifiable information exported from the United States or the country in which you reside.

12. Usernames and Passwords. Your Company username and password are confidential and You may not disclose Your password to or share your username or password with any unauthorized third parties or use Your username or password for any unauthorized purpose. You are responsible for maintaining the confidentiality of Your account information and must immediately notify Company of any unauthorized use of your account or any other breach of security. You will be responsible for all activities that occur under Your password or account. Company personnel will never ask you for your password.

13. Links to Third-Party Sites and Third Party Content. The Company's web site(s) may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Company has no control over such sites and resources, You acknowledge and agree that Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, or services available on or through any such site or resource.



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15. Compliance with Applicable Laws. You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Company web site(s), the Software, and posting and retrieval of Customer content (including without limitation those governing interstate commerce, export control, unfair competition, or false advertising). If there are applicable fees and taxes you incur to buy products and services or access our Services, including without limitation all applicable sales, use, gross receipts, and excise taxes, you are solely responsible for their payment.

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a. You, and not Company, are entirely responsible for all Customer content that you or your users upload post or otherwise transmit via the Company web site. Such Customer content may include, but shall not be limited to, the following: information, data, text, software, music, sound, photographs, graphics, video, messages, trade-names, trademarks, service names and other proprietary marks or other materials that Customer, Customer Affiliates, and employees, contractors and other end-users of each upload, post or otherwise transmit via the Company's web site(s). Additionally, such content may include Your responses to surveys, comment forms, intake or sign-up forms, customer satisfaction surveys, product evaluation forms.

b. Company does not control the content posted in the applications You license from the Company and, as such, does not guarantee the accuracy, integrity or quality of such content. You agree that you will be responsible for posting and communicating a privacy notice that is consistent with the terms of use to your users. Company reserves the right to take any action it deems appropriate with respect to posted content. Such action is taken at the sole discretion of Company and may include, but not be limited to, withdrawal or removal of any Customer content without notice or termination of Your rights of use. Company does not make any warranty or representation regarding the accuracy of any content submitted by users or third parties or regarding whether the Content infringes third party intellectual property rights or rights of privacy.

c. You acknowledge and agree that hardware, SaaS and other Software solutions provided by the Company may monitor, track and collect data relating to Your passive, incidental use of, or interaction with the Software (and related products or services). Such data may include the following: (i) photographs, audio, video, textual or digital data related to your use of the Software, (ii) the entry, or collection, of raw visual, textual and machine data relating to your use of the Software, including (1) data entered or collected from your use of computer workstations, laptop computers, devices and equipment, and web enabled devices which enable an individual to connect to and use the Software, (2) data entered or collected from video enabled equipment which provides audio or video capture of such use.

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In addition to the EULA, each specific Company Solution (as such term is defined in the Agreement) that you license has certain specific terms applicable to the use of such products and solutions. These following additional terms ("Product EULAs") are hereby incorporated into the EULA and are subject to its terms and conditions. Additionally, the Product EULAs are further subject to the terms and conditions of the Agreement.