

MASTER SUBSCRIPTION AGREEMENT

VERSION 1.0.1, EFFECTIVE OCTOBER 31, 2025

This Master Subscription Agreement ("Agreement") is entered into as of the date set forth on the applicable Order Form (the "Effective Date") by and between WorkerSafe, Inc., a Nebraska corporation ("WorkerSafe," "we," "us," or "our"), and the customer identified on the Order Form ("Customer," "you," or "your").

1. DEFINITIONS

1.1 Definitions. As used in this Agreement:

- (a) "Authorized User" means an individual user account created within the Services for an employee, contractor, or agent of Customer who is authorized by Customer to use the Services.
- (b) "Customer Data" means all data, information, and content submitted, uploaded, or otherwise provided by Customer or Authorized Users to the Services.
- (c) "Documentation" means WorkerSafe's standard user documentation for the Services made available to Customer.
- (d) "Order Form" means an ordering document executed by both parties that references this Agreement and specifies the Services purchased, number of Authorized Users, Subscription Fees, Subscription Term, and other transaction-specific details.
- (e) "Services" means the WorkerSafe safety management software platform, including all features, modules, and tiers subscribed to by Customer as specified in the applicable Order Form, together with any training content provided through the platform and any updates, enhancements, or modifications thereto.
- (f) "Subscription Fees" means the fees specified in the applicable Order Form for access to the Services.
- (g) "Subscription Term" means the initial term and any renewal terms during which Customer is subscribed to the Services, as specified in the applicable Order Form.

2. SERVICES AND ACCESS

2.1 Provision of Services. Subject to the terms of this Agreement, WorkerSafe will make the Services available to Customer during the Subscription Term. Customer may access and use the Services solely for its internal business purposes.

2.2 Authorized Users. Customer may permit access to the Services by the number of Authorized Users specified in the applicable Order Form. Customer is responsible for its Authorized Users' compliance with this Agreement and for the security of all user credentials.

2.3 Upgrades and Downgrades. Customer may upgrade to a higher service tier or add additional Authorized Users at any time by executing a new Order Form. Upgrades will be effective upon execution of the new Order Form, and additional fees will be prorated for the remainder of the then-current Subscription Term. Downgrades to lower service tiers or reduced Authorized Users will be effective upon the next renewal of the Subscription Term.

2.4 System Requirements. Customer is responsible for obtaining and maintaining all equipment, software, and internet connectivity necessary to access the Services.

2.5 Updates and Modifications. WorkerSafe reserves the right to modify, replace, or discontinue any feature, module, or functionality of the Services at any time. WorkerSafe will use commercially reasonable efforts to provide advance notice of any material diminishment or deprecation of a core feature.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Use Restrictions. Customer will not, and will not permit any Authorized User or third party to:

- (a) Use the Services for any purpose other than Customer's internal business operations;
- (b) Access or use the Services in a manner that violates any applicable law or regulation;
- (c) Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of the Services;
- (d) Modify, create derivative works of, or otherwise alter the Services;
- (e) Remove, obscure, or alter any proprietary notices on the Services;
- (f) Use the Services to store or transmit malicious code, viruses, or harmful data;
- (g) Interfere with or disrupt the integrity or performance of the Services;
- (h) Attempt to gain unauthorized access to the Services or related systems;
- (i) Use the Services to transmit any unlawful, defamatory, harassing, abusive, fraudulent, or obscene content;
- (j) Share user credentials or allow access by individuals who are not Authorized Users;
- (k) Access the Services for purposes of building a competitive product or service; or
- (l) Sublicense, rent, lease, sell, or otherwise transfer rights to the Services to any third party.

3.2 Customer Responsibilities. Customer is responsible for:

- (a) The accuracy, quality, and legality of Customer Data;
- (b) The means by which Customer acquired Customer Data;

- (c) Compliance with all applicable laws and regulations in Customer's use of the Services;
- (d) All activities that occur under Customer's account and Authorized User credentials;
- (e) Maintaining appropriate security controls over access to the Services;
- (f) Promptly notifying WorkerSafe of any unauthorized access or security breach; and
- (g) Creating and maintaining backups of Customer Data as Customer deems appropriate.

3.3 Compliance with Laws. Each party will comply with all applicable laws and regulations in connection with its performance under this Agreement.

4. FEES AND PAYMENT

4.1 Subscription Fees. Customer will pay WorkerSafe the Subscription Fees specified in the applicable Order Form. Unless otherwise stated in the Order Form, Subscription Fees are due in advance on an annual basis.

4.2 Payment Terms. Payment is due within the number of days specified in the applicable Order Form (or if not specified, due upon receipt of invoice). All payments will be made in U.S. dollars.

4.3 Taxes. Subscription Fees do not include any taxes, levies, duties, or similar governmental assessments. Customer is responsible for all such taxes (excluding taxes based on WorkerSafe's income), and any such taxes will be specified on the applicable Order Form or invoice.

4.4 Late Payment. If Customer fails to make any payment when due, WorkerSafe may charge interest on the past due amount at the rate of 1.5% per month (or the highest rate permitted by law, if less) and may suspend Customer's access to the Services until payment is received.

4.5 No Refunds. All Subscription Fees are non-refundable except as expressly provided in this Agreement.

4.6 Fee Changes. WorkerSafe may increase Subscription Fees for any renewal Subscription Term by providing Customer with at least thirty (30) days' written notice prior to the start of the renewal term. If Customer does not agree to the fee increase, Customer may terminate this Agreement by providing notice of non-renewal in accordance with Section 8.2.

4.7 One-Time Fees. Any one-time fees for implementation, setup, or other services specified in an Order Form are due upon the terms set forth in such Order Form.

5. PROPRIETARY RIGHTS

5.1 WorkerSafe Intellectual Property. WorkerSafe and its licensors own all right, title, and interest in and to the Services, Documentation, and all related intellectual property rights. Customer receives only the limited access and use rights expressly granted in this Agreement, and no other rights are granted, whether by implication, estoppel, or otherwise.

5.2 Customer Data. As between the parties, Customer owns all right, title, and interest in and to Customer Data. Customer hereby grants WorkerSafe a non-exclusive, worldwide, royalty-free license to use, copy, store, transmit, and display Customer Data solely as necessary to provide the Services and fulfill WorkerSafe's obligations under this Agreement.

5.3 Aggregated Data. Notwithstanding Section 5.2, WorkerSafe may collect, use, and disclose aggregated, de-identified, or anonymized data derived from the Services and Customer Data for purposes of operating, analyzing, improving, and marketing WorkerSafe's products and services, provided that such data does not identify Customer or any individual. WorkerSafe will not sell Customer Data to third parties.

5.4 Feedback. If Customer provides WorkerSafe with any suggestions, comments, feedback, or other input regarding the Services ("Feedback"), WorkerSafe will own all rights in such Feedback and may use it without restriction or obligation to Customer.

5.5 Custom Development. Any custom development work requested by Customer will be subject to a separate statement of work and pricing. WorkerSafe will retain all intellectual property rights in any custom development, including any code, features, or functionality created.

5.6 Training Content. All training content, materials, courses, and educational resources provided through or as part of the Services are proprietary to WorkerSafe or its licensors. Customer may use such training content solely for training its Authorized Users and may not modify, republish, or redistribute such content.

6. CONFIDENTIALITY

6.1 Confidential Information. "Confidential Information" means any non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") that is designated as confidential or that reasonably should be considered confidential given the nature of the information and circumstances of disclosure. Confidential Information includes, without limitation: (a) for WorkerSafe, the Services, Documentation, pricing, business plans, and technical information; and (b) for Customer, Customer Data.

6.2 Protection of Confidential Information. The Receiving Party will: (a) protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care; (b) not disclose Confidential Information to third parties except as permitted by this Agreement; and (c) use Confidential Information only for purposes of exercising its rights and fulfilling its obligations under this Agreement. This obligation will survive for a period of three (3) years following the termination or expiration of this Agreement, except that the confidentiality obligations for any information qualifying as a trade secret under applicable law will remain in effect indefinitely.

6.3 Exceptions. Confidential Information does not include information that: (a) was publicly available at the time of disclosure or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure without confidentiality obligations; (c) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or (d) is rightfully received by the Receiving Party from a third party without breach of confidentiality obligations.

6.4 Required Disclosure. The Receiving Party may disclose Confidential Information if required by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement (to the extent legally permissible) and reasonable assistance if the Disclosing Party seeks a protective order.

7. DATA PROTECTION AND SECURITY

7.1 Data Hosting. WorkerSafe hosts Customer Data in secure data centers located in the United States.

7.2 Security Measures. WorkerSafe implements and maintains appropriate technical and organizational security measures designed to protect Customer Data from unauthorized access, use, or disclosure. WorkerSafe maintains industry-standard internal backup and recovery procedures for operational purposes.

7.3 Data Processing. WorkerSafe will process Customer Data only in accordance with Customer's instructions as set forth in this Agreement and as necessary to provide the Services.

7.4 Return or Deletion of Data. Upon termination or expiration of this Agreement, WorkerSafe may, at its discretion, delete Customer Data. Customer may request a copy of Customer Data within thirty (30) days following termination. WorkerSafe has no obligation to retain Customer Data following the thirty (30) day period after termination.

7.5 Customer Data Backup. Customer is solely responsible for Customer's long-term retention, archiving, and disaster recovery plan for Customer Data. WorkerSafe is not responsible for any loss of Customer Data outside of the operational backup and recovery procedures described in Section 7.2.

8. TERM AND TERMINATION

8.1 Subscription Term. The initial Subscription Term will be as specified in the applicable Order Form and will commence on the Effective Date. Following the initial Subscription Term, this Agreement will automatically renew for successive renewal periods equal in length to the initial Subscription Term (each a "Renewal Term"), unless either party provides written notice of non-renewal in accordance with Section 8.2.

8.2 Non-Renewal. Either party may elect not to renew this Agreement by providing written notice to the other party at least thirty (30) days prior to the end of the then-current Subscription Term.

8.3 Termination for Cause. Either party may terminate this Agreement for cause if the other party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof; or (b) becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver, trustee, or similar party appointed for its business or assets.

8.4 Effect of Termination. Upon termination or expiration of this Agreement:

- (a) Customer's access to the Services will immediately terminate;
- (b) Customer will immediately cease all use of the Services;
- (c) Customer will remain obligated to pay all Subscription Fees and other amounts due and owing for the entire Subscription Term, including any remaining portion of a prepaid annual term; and
- (d) Each party will return or destroy all Confidential Information of the other party (except that WorkerSafe may retain Customer Data in accordance with Section 7.4).

8.5 No Refunds Upon Termination. If Customer has prepaid Subscription Fees for a period that extends beyond the effective date of termination, Customer will not be entitled to any refund of prepaid fees, except in the case of termination by Customer for WorkerSafe's uncured material breach pursuant to Section 8.3(a), in which case Customer will receive a prorated refund of any prepaid, unused Subscription Fees. If Customer has not prepaid, Customer will remain liable for all Subscription Fees through the end of the then-current Subscription Term.

8.6 Survival. Sections 4.4, 4.5, 5, 6, 7.4, 7.5, 8.4, 8.5, 9, 10, and 11 will survive any termination or expiration of this Agreement.

9. WARRANTIES AND DISCLAIMERS

9.1 Mutual Warranties. Each party represents and warrants that: (a) it has the full power and authority to enter into this Agreement; (b) its performance under this Agreement will not violate any other agreement to which it is a party; and (c) it will comply with all applicable laws in connection with its performance under this Agreement.

9.2 Limited Warranty. WorkerSafe warrants that the Services will perform materially in accordance with the Documentation during the Subscription Term. Customer's sole remedy for breach of this warranty is for WorkerSafe to use commercially reasonable efforts to correct the non-conformity or, if WorkerSafe cannot correct the non-conformity, Customer may terminate this Agreement and receive a prorated refund of prepaid Subscription Fees for the terminated portion of the Subscription Term.

9.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.2, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." WORKERSAFE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WORKERSAFE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ALL ERRORS WILL BE CORRECTED.

9.4 No Compliance Guarantee. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE TOOLS TO ASSIST WITH SAFETY MANAGEMENT AND THAT USE OF THE SERVICES DOES NOT GUARANTEE COMPLIANCE WITH ANY SPECIFIC LAWS, REGULATIONS, OR SAFETY STANDARDS, INCLUDING BUT NOT LIMITED TO OSHA REGULATIONS OR OTHER OCCUPATIONAL SAFETY REQUIREMENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING ITS OWN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

9.5 Training Content Disclaimer. TRAINING CONTENT PROVIDED THROUGH THE SERVICES IS FOR GENERAL EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE LEGAL, SAFETY, OR PROFESSIONAL ADVICE. WORKERSAFE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR SUITABILITY OF TRAINING CONTENT FOR ANY PARTICULAR PURPOSE. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF TRAINING CONTENT FOR ITS SPECIFIC NEEDS AND FOR ENSURING THAT ITS TRAINING PROGRAMS COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

10. INDEMNIFICATION AND LIABILITY

10.1 WorkerSafe Indemnification. WorkerSafe will defend Customer against any claim brought by a third party alleging that the Services infringe such third party's intellectual property rights, and will indemnify Customer from any damages, costs, and attorneys' fees finally awarded against Customer or agreed to in settlement by WorkerSafe arising from such claim, provided that Customer: (a) promptly notifies WorkerSafe in writing of the claim; (b) grants WorkerSafe sole control over the defense and settlement of the claim; and (c) provides reasonable cooperation in the defense of the claim. If the Services are, or in WorkerSafe's opinion are likely to be, subject to an infringement claim, WorkerSafe may, at its option: (i) obtain the right for Customer to continue using the Services; (ii) replace or modify the Services to be non-infringing; or (iii) terminate this Agreement and refund any prepaid Subscription Fees for the terminated portion of the Subscription Term.

10.2 Customer Indemnification. Customer will defend WorkerSafe against any claim brought by a third party arising from: (a) Customer Data; (b) Customer's use of the Services in violation

of this Agreement or applicable law; or (c) Customer's breach of Section 3, and will indemnify WorkerSafe from any damages, costs, and attorneys' fees finally awarded against WorkerSafe or agreed to in settlement by Customer arising from such claim, provided that WorkerSafe: (i) promptly notifies Customer in writing of the claim; (ii) grants Customer sole control over the defense and settlement of the claim; and (iii) provides reasonable cooperation in the defense of the claim.

10.3 Indemnification Exclusions. Notwithstanding the foregoing, neither party will have any obligation under Section 10.1 or 10.2 to the extent a claim arises from: (a) the indemnified party's breach of this Agreement; (b) modifications to the Services or Customer Data not made or authorized by the indemnifying party; or (c) use of the Services or Customer Data in combination with products, services, or data not provided or approved by the indemnifying party.

10.4 LIMITATION OF LIABILITY. EXCEPT FOR: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.1 OR 10.2; (B) CUSTOMER'S PAYMENT OBLIGATIONS; (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (D) A PARTY'S VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO WORKERSAFE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

10.5 EXCLUSION OF CONSEQUENTIAL DAMAGES. EXCEPT FOR: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.1 OR 10.2; (B) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (C) A PARTY'S VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY.

10.6 Basis of the Bargain. Customer acknowledges and agrees that the limitations of liability and disclaimers set forth in this Agreement reflect a reasonable allocation of risk and are fundamental elements of the basis of the bargain between the parties, and that the Subscription Fees would be substantially higher without such limitations.

11. GENERAL PROVISIONS

11.1 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflicts of law principles. Any legal action or proceeding arising out of or relating to this Agreement will be

brought exclusively in the state or federal courts located in Nebraska, and each party consents to the personal jurisdiction and venue of such courts.

11.2 Entire Agreement. This Agreement, together with any Order Forms executed by the parties, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, and understandings, whether written or oral. In the event of any conflict between this Agreement and an Order Form, the terms of the Order Form will control with respect to the specific transaction, but only to the extent of the conflict.

11.3 Amendments. WorkerSafe may modify this Agreement from time to time by providing notice to Customer at least thirty (30) days prior to the effective date of the modification. Modifications will apply to any Renewal Term commencing after the effective date of the modification. Customer's continued use of the Services after the effective date of a modification constitutes acceptance of the modified Agreement. If Customer does not agree to the modification, Customer may terminate this Agreement by providing notice of non-renewal in accordance with Section 8.2.

11.4 Waiver. No waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. No failure or delay by either party in exercising any right or remedy will operate as a waiver thereof.

11.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be reformed to the extent necessary to make it valid and enforceable while preserving its intent.

11.6 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement without consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this Section will be void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

11.7 Force Majeure. Neither party will be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, terrorism, riots, war, epidemic, pandemic, or failures of the internet or telecommunications infrastructure.

11.8 Independent Contractors. The parties are independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.

11.9 Notices. All notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed email; (c) one business day after being sent by reputable overnight courier; or (d) three business days after

being mailed by certified or registered mail, return receipt requested. Notices to Customer will be sent to the address specified in the applicable Order Form. Notices to WorkerSafe will be sent to: WorkerSafe, Inc., 18881 W. Dodge Rd, Suite 200W, Attn: Legal Department, Email: support@workersafe.com.

11.10 Export Compliance. Customer will not use or export the Services in violation of any U.S. export laws or regulations.

11.11 Publicity. WorkerSafe may identify Customer as a customer of WorkerSafe and may use Customer's name and logo in WorkerSafe's marketing materials, website, and customer lists.

11.12 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.13 Counterparts. This Agreement and any Order Forms may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Electronic signatures will have the same force and effect as original signatures.

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT,
CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS
AGREEMENT.