



VelocityEHS Licensed Training & Learning Content Terms

These VelocityEHS Licensed Training & Learning Content Terms were last updated on August 1, 2026.

These Terms apply solely to the Licensed Training Content identified in this Customer Order Form. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. Any term not defined in this Exhibit shall have the meaning identified in the Agreement.

1. LICENSED TRAINING CONTENT

VelocityEHS shall provide Customer with the training materials, learning modules, SCORM packages, assessments, videos, documentation, and other instructional content identified in this Customer Order Form (collectively, the "**Licensed Training Content**"). The Licensed Training Content shall be delivered electronically in SCORM 1.2, SCORM 2004, or another mutually agreed industry-standard format.

2. LICENSE GRANT

Subject to Customer's payment of all applicable Fees and compliance with the Agreement, VelocityEHS grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license during the Contract Term to:

- (a) install, import, reproduce, and use the Licensed Training Content solely within Customer's internal learning management system or other internal training platform;
- (b) permit access to and use of the Licensed Training Content solely by Customer's Users; and
- (c) make such copies of the Licensed Training Content as are reasonably necessary for installation, backup, disaster recovery, testing, and operation within Customer's internal training environment.

3. LICENSE RESTRICTIONS

Customer shall not, directly or indirectly:

- (a) permit access to or use of the Licensed Training Content by more than the authorized number of Users defined in this Customer Order Form;
- (b) sell, sublicense, distribute, assign, lease, transfer, or otherwise make the Licensed Training Content available to any third party;
- (c) use the Licensed Training Content to provide commercial training, hosted learning services, managed learning services, outsourced training, or other services for the benefit of any third party;
- (d) publish or otherwise make the Licensed Training Content publicly available;
- (e) modify, adapt, translate, create derivative works of, or otherwise alter the substantive instructional content of the Licensed Training Content, except as reasonably necessary for technical integration into Customer's learning management system; or
- (f) remove, alter, or obscure any copyright, trademark, proprietary rights notice, or other identification contained within the Licensed Training Content.



4. INTELLECTUAL PROPERTY

The Licensed Training Content constitutes proprietary intellectual property of VelocityEHS and its licensors. Except for the limited license expressly granted under this Exhibit, Customer acquires no ownership interest or other rights in the Licensed Training Content. All right, title, and interest, including all copyrights, trademarks, trade secrets, and other intellectual property rights, shall remain exclusively with VelocityEHS and its licensors.

5. UPDATES AND REVISIONS

Customer's license applies only to the version of the Licensed Training Content delivered by VelocityEHS. VelocityEHS shall have no obligation to provide updated versions, revised content, regulatory updates, additional language translations, enhancements, or replacement Licensed Training Content unless separately purchased by Customer.

6. ACCEPTANCE; CUSTOMER LEARNING MANAGEMENT SYSTEM

The Licensed Training Content shall be deemed accepted upon electronic delivery. Customer is solely responsible for the installation, configuration, compatibility, operation, maintenance, and security of its learning management system and any third-party software used to deploy the Licensed Training Content. VelocityEHS shall not be responsible for any failure, incompatibility, interruption, or performance issue arising from Customer's learning management system, third-party software, or modifications made by Customer following delivery.

7. TERMINATION

All licenses and rights granted herein shall immediately cease upon the expiration or termination of the Agreement. Upon expiration or termination of the Agreement, Customer will, at VelocityEHS' option, (i) return the Licensed Training Content within its possession or control to VelocityEHS, or (ii) securely delete or destroy the Licensed Training Content within its possession or control, except to the extent retention is required by applicable law. Upon VelocityEHS' written request, Customer shall certify its compliance with this section.