

Brady Corporation – Brady Safety Software and Services Terms & Conditions

THESE SERVICE TERMS AND CONDITIONS contain the general terms and conditions under which Brady Corporation (“Brady”) provides services to Client (“Services”). The Parties agree to the below listed terms and conditions (this “Agreement”).

- 1. SCOPE OF SERVICES/PERSONNEL.** Brady shall provide a proposal (“Proposal”) for all Services and work product, whether tangible or intangible, to be rendered or rendered by Brady for Client (“Deliverables”). Deliverables shall be provided consistent with the Proposal and applicable Purchase Order, subject to the provisions set forth in Section 11 of this Agreement. Brady and its employees shall obey, whenever on Client’s premises, when accessing Client’s systems and when otherwise performing the Services, all reasonable policies of Client including policies regarding conduct, safety, and security as communicated by Client.
- 2. ACCEPTANCE OF ORDERS.** A quotation addressed to Client from Brady shall constitute an offer to sell, and shall be deemed a valid contract.
- 3. CONFIDENTIALITY**
 - 3.1 Confidential Information.** Under this Agreement, a Party may disclose non-public, proprietary information, materials or documents (“Confidential Information”) whether in writing, orally or by observation, in connection with the delivery of the Services. Confidential Information does not include any information which is or was publicly available, already in a Party’s possession at the time of receipt, or was disclosed by an authorized third party. Confidential Information also excludes information independently developed by a Party without reference to the other Party’s Confidential Information.
 - 3.2 Restrictions.** The Parties are restricted from using Confidential Information outside of the purposes mentioned in this Agreement. Neither Party will induce, permit or allow others to directly or indirectly, print, copy or otherwise reproduce, in whole or in part, any Confidential Information, without the prior written consent of the Disclosing Party. All Confidential Information will be kept secret, and any available materials will be plainly marked as Confidential. The Parties’ obligations under this section will remain effective during the term of this Agreement and for the three (3) year period immediately following its termination or expiration. Without limiting the foregoing, nothing in this Agreement shall modify, limit or restrict any rights or obligations of either Party under any applicable law relating to trade secrets.
- 4. OWNERSHIP OF INTELLECTUAL PROPERTY.** Client hereby agrees that all right, title and interest in any Deliverables and Pre-existing Materials developed or provided by Brady and/or its agents for use by Client, including the rights to Intellectual Property, are property of Brady. Brady will provide a non-transferable, nonexclusive, royalty-free, irrevocable license to Client to use Deliverables provided to Client for Client’s own internal use in connection with the Services.
- 5. COMPLIANCE WITH APPLICABLE LAWS.** The Parties hereby agree to comply with applicable laws and regulations governing the delivery of the Services.
- 6. WARRANTY AND LIMITATION OF LIABILITY**
 - 6.1** Brady hereby warrants and represents that (a) the Services shall be performed with due care, in a prompt professional and workmanlike manner by Personnel who are qualified to perform the Services, (b) the Services and Deliverables do not and will not violate or infringe upon the proprietary rights of any third party, including to patent, trademarks or copyrights, and (c) the Deliverables shall be unencumbered by ownership claims from any third party and Brady has all rights necessary to transfer and assign all ownership rights to the Deliverables to Client. Client’s sole remedy for breach of warranty is to have Brady re-perform any services that failed to comply with the warranty.

THE LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN. UNLESS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL BRADY'S LIABILITY IN CONNECTION WITH THE SERVICES, WHETHER CAUSED BY FAILURE TO DELIVER, NON-PERFORMANCE, DEFECTS, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, EXCEED THE AGGREGATE SERVICE FEES PAID TO BRADY (OR BRADY'S DISTRIBUTOR) BY CLIENT FOR THE DELIVERABLES.

- 6.2** NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, PERSONAL INJURY DAMAGES, PROPERTY DAMAGES OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SIMILAR DAMAGES OF ANY NATURE, WHETHER ARISING OUT OF BREACH OF CONTRACT, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICE OR ANY ORDER, TORT (INCLUDING NEGLIGENCE) OR FOR ANY CLAIM AGAINST THE OTHER PARTY BY A THIRD PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.
- 7. INDEMNITY.** Client shall defend, indemnify and hold harmless Brady from any and all claims, demands liability, loss, damage, and expenses, including without limitation reasonable attorneys' fees, arising out of or in connection with (a) any injury to persons or property arising out of or in connection with the Services caused by an act or omission of Client, (b) violation of any laws or regulations by Client; or (c) damages to Client, Client's employees or third parties arising from EH&S Matters to the extent permitted by law.
- 8. TERMINATION & SURVIVABILITY.** Either Party may terminate this Agreement upon written notice to the other Party if such other Party has failed to perform or comply with any term or condition of this Agreement and has not cured such nonperformance or noncompliance within thirty (30) days after receipt of written notice of such failure from the terminating Party. If a court of competent jurisdiction determines any provision(s) of this Agreement to be illegal, excessively broad or otherwise unenforceable, this Agreement shall be construed so that the remaining provisions shall not be affected thereby but shall remain in full force and effect, and any such illegal, overbroad or unenforceable provision(s) shall be deemed, without further action by any person, to be modified and/or limited to the extent necessary to render the same valid and enforceable. All obligations that by their terms or nature survive termination of this Agreement will continue until fully performed. The failure of Brady to enforce at any time any provisions of this Agreement shall not constitute a waiver thereof or of the right of Brady to claim damages or to terminate this Agreement for any subsequent default.
- 9. NONSOLICITATION FOR EMPLOYMENT.** Client shall not, without the prior written consent of Brady, at any time from the date of this Agreement to the expiry of twelve (12) months after the last date of supply of the Services, solicit or entice away from Brady or employ or attempt to employ any person who is, or has been, engaged as an employee of Brady in the provision of the Services.
- 10. APPLICABLE LAW; DISPUTE RESOLUTION.** This Agreement shall be governed by, construed under and interpreted in accordance with the internal laws of the State of Wisconsin, U.S.A., without regard to any

provisions pertaining to conflict of laws. Client agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against Brady in any way arising from or relating to this Agreement or the Services quoted in Appendix A, including but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of Wisconsin. If Brady commences such action against Client, then Brady shall

bring such action in the courts of Wisconsin, the state wherein the Services were performed or Client's principle place of business.

- 11. ENTIRE AGREEMENT.** This Entire Agreement shall include any attached schedules, appendices and any purchase orders issued by Client pursuant to this Agreement, and shall supersede all prior oral or written representations, negotiations, understandings, agreements and promise. There are no conditions to this Agreement which are not expressed herein. In the event of conflict between the terms of this Agreement and any schedules or purchase orders within the Entire Agreement, the terms of this Agreement will control.

THE ABOVE PRODUCTS AND SERVICES SHALL BE SUBJECT TO BRADY'S TERMS AND CONDITIONS AS PROVIDED IN APPENDIX D. THESE TERMS SHALL PREVAIL OVER ANY OF CLIENT'S GENERAL TERMS AND CONDITIONS OF PURCHASE REGARDLESS WHETHER OR WHEN CLIENT HAS SUBMITTED ITS PURCHASE ORDER OR SUCH TERMS. FULFILLMENT OF CLIENT'S ORDER DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF CLIENT'S TERMS AND CONDITIONS AND DOES NOT SERVE TO MODIFY OR AMEND THESE TERMS. CLIENTS USING LINK360 WILL ALSO BE SUBJECT TO THE LINK360'S RELEVANT LICENSE AND TERMS AND CONDITIONS.

