

HSI Software License Agreement – Litmos LMS Delivery

Please read this Software License Agreement carefully before signing the Order Form. The following terms and conditions of the Software License Agreement, together with any terms of Your Order Form, will be legally binding on the Licensee upon execution of the Order Form. The definitions of certain capitalized terms used in this Agreement are located in Section 1 below.

If You are entering into this Agreement on Your own behalf, then the terms “You,” “Your” and “Licensee” mean the individual entering into this Agreement and such individual is personally bound by all of the terms and conditions of this Agreement. If You are entering into this Agreement on behalf of a company, You represent and warrant that You are acting in your capacity as an authorized representative or agent of such company and that You have the authority to bind such company to the terms and conditions of this Agreement. If You are entering into this Agreement on behalf of a company, the terms “You,” “Your” and “Licensee” also mean such company and all of its directors, managers, officers, employees, and agents to the extent of their use of the Content and Platform, and/or action or inaction in connection with this Agreement, as the case may be.

This Agreement was last updated on August 6, 2025. It is effective between You and Us on the date You enter into an Order Form, which is subject to this Agreement.

1. Definitions.

The following definitions and/or terms shall have the meanings set forth below.

“Affiliated Companies” means any current or future entity under common ownership of HSI Holding Company Inc, currently including HSI APAC Pty. Ltd., HSI Canada Workplace Solutions Ltd., HSI USA Holding, Inc., HSI Workplace Compliance Solutions, Inc. and HSI Emergency Care Solutions, Inc. or Litmos US, LP, currently Litmos UK, Ltd., Litmos India Pvt. Ltd., and Learning Seat Pty. Ltd.

“Agreement” means this Software License Agreement and the Licensee’s Order Form.

“Content” means content contained and delivered on electronic media that have been created by HSI or which HSI has the rights to license to others.

“Default” shall have the meaning set forth in Section 5.

“Laws” has the meaning set forth in Section 2.

“Litmos” means Litmos US, L.P. or any of Litmos’ Affiliated Companies as defined herein.

“Order Form” means the documents for placing orders hereunder that are entered into between You and Litmos that include HSI Content, including any addenda and supplements

thereto. By entering into an Order Form hereunder, a Licensee agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Period of Agreement” means the time period set forth in the Order Form defining the initial period of time that the Licensee shall have the right to use the Content and any renewal periods associated..

“Platform” means the Litmos learning management system (LMS) or Licensee’s third party LMS.

“Related Parties” has the meaning set forth in Section 3.

“User” means employees, agents, independent contractors and volunteers within Licensee’s organization accessing the Content.

“We,” “Us,” or “Our,” means any Litmos “Affiliated Companies.”

“HSI” means any HSI “Affiliated Companies.”

“You,” “Your,” or “Licensee” means the user of the Content if purchased on an individual basis or the company (or other legal entity) for which you are accepting this Agreement, and all Platform users of such company which may include directors, managers, officers, employees, affiliates, independent contractors, subcontractors, and agents (for which You are responsible for ensuring their compliance with this Agreement).

2. Grant of Limited License; Restrictions

Subject to the terms of this Agreement, including but not limited to Litmos’s timely receipt of all fees owed by you under the Order Form(s), Litmos hereby grants to Licensee a nonexclusive, non-transferable, limited, royalty-free license to use the Content along with other products and services summarized in the Order Form, during the Period of Agreement.

The Content and Platform shall be used solely for Your internal purposes only and cannot be resold, sublicensed, or used for other commercial purposes. The license is for only the specified number of users in the Order Form (additional seat licenses can be procured through an Order Form amendment signed by the Parties.) Licensee is required to maintain records of all uses and users of the Content. Notwithstanding the foregoing, You acknowledge that Litmos may also maintain and monitor Your uses and users for the purpose of ensuring compliance with this Agreement. Litmos shall have the right to audit Licensee's usage records which shall be provided to Litmos electronically upon reasonable request within 10 business days and including Licensee's access to the Content to verify compliance with this Agreement. If such audit, or Litmos’s internal audit, reveals that any users above the number licensed in the Order Form have enrolled in or accessed the Content or Platform during the Period of Agreement, then Litmos will invoice Licensee for such additional users at the per-user price listed in the Order Form.

You may not access or use the Content for any purposes which are not consistent with applicable federal, state or local laws, rules or regulations (“Laws”). It is Your sole responsibility to determine which laws are applicable to your particular use(s) of the Content. Any violation by You of Laws in Your use of the Content or Platform shall be deemed, immediately and retroactive to the first such use, an event of Default.

You may not access or use the Content for any directly competitive purposes, except with HSI’s prior written consent, but in any case, You agree not to use the Content in any way that is directly competitive with HSI, namely, using it to competitively position other content, whether it be Your own or a third party’s which you are associated with directly or indirectly.

2.1 OSHA 10/30 Training

Students enrolled by Licensee have 180 days to complete OSHA 10 Hour and OSHA 30 Hour Training once the course has been started. For OSHA 10 and OSHA 30 courses, HSI provides OSHA course completion cards to students who successfully complete the required courses for each program after HSI’s receipt of the cards from OSHA.

3. Ownership

Except as specifically set forth in this Agreement, nothing contained in this Agreement shall by express grant, implication, estoppel, or otherwise, create in Licensee any right, title, interest, or license in or to the inventions, patents, trade secrets, technical data, logos, graphics, icons and images, videos, other content, computer software, or software documentation of HSI, its Affiliated Companies, of Litmos or its Affiliated Companies, or its third party licensors (together, the “Related Parties”), as the case may be. HSI or its Related Parties, as the case may be, retain exclusive title, copyright, and all intellectual property rights in and to the Content.

Licensee may not create derivative works, decompile, reverse engineer, disassemble, or modify the Content. If You provide any suggestions, feedback, or improvements for the Content, then You grant HSI a worldwide, perpetual, irrevocable, royalty-free license to use and have others use such suggestions, feedback, and improvements for any purpose.

3.1. Federal Government End Use Provisions

Where applicable, HSI provides the Content (including related software and technology) for federal government end use solely in accordance with the following: Government technical data and software rights related to the Content include only those rights customarily provided to the public under the terms set forth in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with HSI to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights

must be included in any applicable contract or agreement.

4. Term of License

The initial term of this license shall begin on the beginning date of the Period of Agreement and will continue through the last date of the Period of Agreement except as separately noted for any particular products in the Order Form. After the initial term of this license, this Agreement shall automatically renew for successive one (1) year periods, unless either party notifies the other party in writing of its intent to terminate this Agreement at least ninety (90) days prior to the expiration of the then Period of Agreement.

5. Content Updates

At no additional cost to Licensee, HSI shall make reasonable efforts to modify the Content from time to time to reflect material changes in regulatory standards by providing updates to standard content as regulatory requirements change and by making operating improvements, in each case the timing and necessity of which shall be determined by HSI in its sole reasonable discretion (“Updates”). Updates may contain, for example, updates in response to regulatory changes, additional questions added to the “question bank”, and “lessons learned” information gathered during previous years. Updates are made for the benefit of licensed users, and not for any particular licensee; Licensee requested changes to customize Content will be available for an additional fee to be negotiated and documented in a separate written agreement between HSI and Licensee. HSI reserves the right to charge for additional functionality and modules released for Licensee’s benefit, in HSI’s sole but reasonable discretion. HSI decision to accept a custom Content request from You will be at HSI’s sole discretion.

6. No Dependence on Future Functionality.

Licensee agrees that it is not entering into this Agreement or any Order Form contingent on the provision of any future functionality relating in any way to the Content unless expressly provided in an Order Form and no statement or other information made or provided orally or otherwise shall be binding unless specifically set forth in an Order Form.

7. Limited Warranty; Disclaimers; Limitations of Liability

HSI warrants that if the Content fails to substantially conform to the specifications in HSI’s online guides or online help, and the non-conformity is promptly reported in writing by Licensee with reasonable specificity so as to allow HSI to attempt to cure the non-conformity, then HSI shall, in its sole discretion, either substantially remedy the nonconformity within thirty (30) days after written notice from Licensee, procure a substantially similar substitute product at no additional charge to Licensee, or refund the purchase price for the affected product to Licensee. In the event of a refund, the license granted under this Agreement shall immediately terminate. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE

CONTENT IS PROVIDED “AS-IS” AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. HSI DOES NOT WARRANT THAT THE CONTENT WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE IN ALL INSTANCES.

The Content is provided to You as a general tool and is not a substitute for Your own professional assessment of requirements of law or Your internal processes and procedures. You are solely responsible for report submission, data verification and regulatory compliance.

HSI has made reasonable efforts to present the material accurately, given the current information available when the Content was created, however, it is not possible or even reasonably practical for all variables posed by on-the-job application of this information to be covered in the Content. Therefore, Licensee acknowledges that it has sole responsibility for ensuring the appropriateness and completeness of the Content as applied to its operational requirements, and to provide adequate training, including but not limited to safety training, to its staff and others to whom Licensee provides training.

HSI and any Related Parties shall not in any case be liable for any type of loss or damage arising from the Content or use of the Content, including but not limited to links to or from HSI Content, and errors or omissions in the Content, whether or not advised of the possibility of such damages. Licensee hereby agrees to hold HSI and the Related Parties harmless from and against any costs, claims, losses and other liabilities incurred by Licensee based on its use or inability to use the Content. The liability of HSI arising out of any kind of legal claim (including, but not limited to, claims sounding in contract, tort, strict liability, breach of warranty, or otherwise) will not in any case exceed the amount You paid for the most current Content annual license fee noted on Your Order Form.

8. Indemnity

8.1 Indemnity by HSI

HSI agrees to indemnify and hold harmless Licensee from and against any and all liabilities, claims, and expenses including reasonable attorneys’ fees, arising from any third party claims that the Content and Platform (excluding any Licensee additions, deletions, or other customizations) infringes or misappropriates any presently existing United States patent held by such third party, provided that You promptly notify HSI in writing of any such claim, suit, or proceeding and permit HSI to control the defense or settlement thereof and cooperate in the defense or settlement thereof. This indemnity shall not apply to the extent that You or any of your employees or representatives alter, or that You request HSI to alter, the Content or Platform and such alteration is a contributing factor in the alleged infringement or misappropriation.

HSI will have the option, at its expense, to employ counsel of its own choosing to defend against such claim and to compromise, settle, or otherwise dispose of the claim; provided, however, that no compromise or settlement of any claim admitting liability of or imposing any obligations upon You may be affected without Your prior written consent. You shall have the option to be represented by counsel at Your own expense.

Should the Content or Platform become, or in HSI's opinion be likely to become, the subject of an infringement claim covered by the indemnity set forth above, HSI may, at its sole option and expense, do one of the following: (a) procure for You the right to continue using the affected Content or Platform; (b) replace with non-infringing alternatives or modify the relevant affected material so that it becomes non-infringing; or (c) terminate this Agreement, or remove the affected Content or Platform from the Agreement, and refund to You any pre-paid fees where the affected Content or Platform was not started, delivered or completed, as applicable, prior to the effective date of such termination.

The provisions of this section constitute your sole and exclusive remedy under this Agreement with respect to any claim of misappropriation or infringement of any intellectual property right of any third party.

8.2 Indemnity by Licensee

You agree to indemnify and hold harmless HSI and its Related Parties from and against any and all liabilities, claims, and expenses, including reasonable attorneys' fees, arising from Your breach of any part of this Agreement, Your misuse of the Content and Platform or any internet site linked to or from the Content. You also agree to indemnify and hold harmless HSI from and against any and all liabilities, claims, and expenses, including reasonable attorneys' fees, arising from any third party claim that results from HSI's use of materials which You voluntarily submit to HSI for inclusion in the Content (e.g. customizing Content for your intended use), provided that HSI promptly notifies You in writing of any such claim, suit, or proceeding and permit You to control the defense or settlement thereof and cooperate in the defense or settlement thereof.

You will have the option, at Your expense, to employ counsel of Your choosing to defend against such claim and to compromise, settle, or otherwise dispose of the claim; provided, however, that no compromise or settlement of any claim admitting liability of or imposing any obligations upon HSI may be affected without HSI's prior written consent. HSI shall have the option to be represented by counsel at HSI's own expense.

9. Assignment

This Agreement may not be assigned or otherwise transferred by either party in whole or in part, by operation of law or otherwise, without the express prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, that either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that such party (a) is not a direct competitor of the non-assigning party, and (b) the assignee agrees in writing, prior to the consummation of the change in control event, to the assignment and assumption of this agreement, including the obligations set forth herein. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement immediately upon written notice. Subject to the foregoing, this Agreement shall

benefit and be binding upon the respective successors and permitted assigns of the parties hereto.

10. Other Services

HSI may also provide other services such as custom development services to Licensee. Any such services or requirements not expressly stated in this Agreement are outside the scope of this Agreement and only will be provided by HSI subject to the terms of a separate written agreement executed by both parties.

11. Severability

If any part, term, or provision of the Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining provisions shall not be affected thereby.

12. Choice of Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles and any action brought to enforce any provision or obligation hereunder shall be brought in a court of competent jurisdiction in or serving New Castle County, Delaware, and You hereby submit to such personal jurisdiction. The substantially prevailing party in any such proceeding shall be entitled to receive from the other party all reasonable attorneys' fees incurred by such prevailing party and all costs reasonably incurred in connection therewith.

13. Notification of Changes

This Agreement is the entire agreement between You and Us regarding Your use of the Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) which is inconsistent with this Agreement is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form and (2) this Software License Agreement.

14. Force Majeure

Neither party shall be in default by reason of any failure in the performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, third-party computer or telecommunications equipment or software failures, default by subcontractors or suppliers, acts of God or of the public enemy, domestic or foreign governmental acts, labor, fire, flood, epidemic, pandemic and/or strikes.

15. Independent Contractors

The parties are and will remain independent contractors. Neither party has any authority to

act on behalf of the other party or to bind it and in no event will the parties be construed to be partners, employer-employee, or agents of each other.

16. Entire Agreement

This Agreement, constitutes the entire agreement between HSI and Licensee with respect to Your use of the Content and Platform and the parties acknowledge that they have not relied on any representations outside of this Agreement in deciding to enter into this Agreement. The failure or delay of either party to strictly enforce any of the terms and conditions in this Agreement shall not be construed as a waiver of any right to enforce any prior, concurrent, or subsequent defaults.