

Your Safety DepartmentSM
© 2025 YSD Safety Training Tracker
(MS ACCESS DATABASE) TERMS AND CONDITIONS

License Agreement

This Licensing Agreement (“Agreement”) is made and entered into as of the later date of the signature dates below (the “Effective Date”) by and between the LICENSED COMPANY, hereinafter called “COMPANY”, and Your Safety DepartmentSM, “YOUR SAFETY DEPARTMENT”.

WHEREAS YOUR SAFETY DEPARTMENT is the designer and developer of the product(s) specified in the Agreement (hereinafter referred to as “PRODUCT”) with the right to license and distribute the PRODUCT for authorized uses.

1. PRODUCT

- 1.1 Licensed PRODUCT(s).** This license applies to the PRODUCT(s) as listed on “Schedule A” attached hereto.
- 1.2 Grant of License.** YOUR SAFETY DEPARTMENT hereby conveys to the COMPANY a non-exclusive license to access and use the PRODUCT.
- 1.3 White Label.** YOUR SAFETY DEPARTMENT will White Label the PRODUCT for the COMPANY for its internal use.
- 1.4 Users.** A maximum number of USERS, as specified in “Schedule B”, may access and use the PRODUCT. “USER” means an employee of COMPANY. No third-party or otherwise affiliated company employee or contractor shall be defined as “USER” under this license agreement. Under special conditions and limitations, COMPANY and YOUR SAFETY DEPARTMENT may choose to execute a separate THIRD-PARTY DATASHARE agreement to temporarily cover users outside of this definition.

2. USE

- 2.1 Permitted Use.** This license is granted for the sole purpose of permitting the COMPANY to use the PRODUCT in the ordinary course of business activity and for no other purpose whatsoever. COMPANY may, as part of and in the ordinary course of business, provide and distribute (orally, in writing, electronically or otherwise), internally and to existing and prospective clients only and on a no-charge basis only limited reports such as Student Transcripts, Course Reports, and Student Status Reports in PDF or other image formats (JPG, GIF, BMP, Etc.) generated with the PRODUCT without prior written consent from and without payment of additional fees to YOUR SAFETY DEPARTMENT. COMPANY shall under no circumstances provide and distribute (orally, in writing, electronically or otherwise), externally and to existing and prospective clients’ portions of the PRODUCT in its raw editable format, nor permit the sharing of accounts and passwords as is related to the application. COMPANY shall under no circumstances republish or otherwise share electronic access to any portions of the PRODUCT via other web applications with external users outside of COMPANY. COMPANY shall have the right, as part of their ordinary course of business, to create Student and Course Data (as defined herein). “Student and Course Data” shall mean any summarization of information or data resulting from COMPANY’s manipulation or analysis of data, values, information and/or content contained in

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the PRODUCT. Data will not be able to be reversed engineered back into PRODUCT as a whole or in part. For purpose of clarity, examples of data include, but are not limited to: Student Transcripts, Course Assignments, Due Dates, Expiring or Expired Course data by student or course. COMPANY may translate the PRODUCT into other formats and/or media as part of their internal work. These “reformats” shall be subject to the same restrictions as the PRODUCT under this Agreement and shall not be defined as “Data”.

2.2 Restrictions on use.

(a) Unauthorized Use. COMPANY shall not use, republish, disclose or reproduce the PRODUCT on behalf of any other person or organization except as expressly permitted herein or unless otherwise authorized in writing by YOUR SAFETY DEPARTMENT. COMPANY may not republish, sell or resell any part of this PRODUCT.

3. OWNERSHIP OF INTELLECTUAL PROPERTY.

3.1 YOUR SAFETY DEPARTMENT owns all intellectual property rights to the Product and COMPANY acknowledges that, by entering into this Agreement, it acquires no intellectual property rights or proprietary interest in the PRODUCT, or in any modification or work in progress relating to the PRODUCT, including without limitation any written materials, logos, trademarks, trade names, copyrights, patent applications, patents, know-how, trade secrets or moral rights. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties.

3.2 Reserved Rights. YOUR SAFETY DEPARTMENT shall retain all rights, title and interest in the PRODUCT, including the right to license the PRODUCTS covered by this license to other COMPANIES. No rights are granted to the COMPANY other than as expressly set forth herein.

4. MAINTENANCE OF DIGITAL DATA.

4.1 Periodic Update. YOUR SAFETY DEPARTMENT agrees to supply updates of the PRODUCT at no cost as updates become available during the license TERM.

5. TERM.

5.1 Term. This Agreement shall be effective as of the Effective Date and the initial term of this Agreement shall not expire.

5.2 The term of the license shall expire if the COMPANY fails to materially comply with any of the terms and conditions provided herein at which time the license shall be revoked. The license shall be revoked by YOUR SAFETY DEPARTMENT giving written notice of such revocation to the COMPANY.

6. PAYMENT.

6.1 Payment. Payment of fees shall be made at the time the license is initially granted or upon renewal of the PRODUCT.

7. DELIVERY.

7.1 If defined as part of PRODUCT in Schedule A, YOUR SAFETY DEPARTMENT shall deliver the

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PRODUCT and subsequent updates to the COMPANY via a download link and/or FTP via email to the email address(es) specified by COMPANY. YOUR SAFETY DEPARTMENT shall setup, at request from COMPANY, any required/allowed logins under this agreement to Your Safety Department Training Tracker application.

8. WARRANTY AND DISCLAIMERS.

8.1 No Refund Policy. YOUR SAFETY DEPARTMENT enforces a strict no-refund policy. Payments are final and required before the PRODUCT is delivered.

8.2 No Warranty. YOUR SAFETY DEPARTMENT gives no expressed or implied warranties, representations, or conditions of any kind, with respect to the product, the product's content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the product, including without limitation, implied warranties of title, merchantability, quality, and fitness for a particular purpose. The licensed product is provided as is and with all faults. COMPANY is responsible for ensuring the accuracy, currency and other qualities of all products (including transcripts, reports, and displays) produced from or in connection with the license product and assumes all risks as to the results and performance of the product. COMPANY shall have no remedy against YOUR SAFETY DEPARTMENT if the product provided is defective in any way. In all cases, YOUR SAFETY DEPARTMENT shall not be liable for any consequential, incidental, or indirect damages, punitive damages, or any other damages claimed to be suffered by the COMPANY or any third party as a result of the use of the license product. The aggregate liability of YOUR SAFETY DEPARTMENT for all claims arising under this agreement shall not exceed the aggregate annual license fees paid by COMPANY in the year in which the claim is asserted. This section survives the termination of this agreement.

8.3 INDEMNITY BY YOUR SAFETY DEPARTMENT: YOUR SAFETY DEPARTMENT shall defend COMPANY against any claim, demand, suit or proceeding made or brought against COMPANY by a third party alleging that the use of the PRODUCT as permitted hereunder infringes or misappropriates the intellectual property rights of a third party and shall indemnify COMPANY for any damages, attorney fees and costs finally awarded against COMPANY as a result of, and for amounts paid by COMPANY under a court approved settlement of a claim against COMPANY; provided that COMPANY (a) promptly give YOUR SAFETY DEPARTMENT written notice of claim; (b) give YOUR SAFETY DEPARTMENT sole control of the defense and settlement of the claim against COMPANY (provided that YOUR SAFETY DEPARTMENT may not settle any claim against COMPANY unless the settlement unconditionally releases COMPANY of all liability); and (c) provide to YOUR SAFETY DEPARTMENT all reasonable assistance.

8.4 INDEMNITY BY COMPANY: COMPANY shall defend YOUR SAFETY DEPARTMENT against any claim, demand, suit or proceeding made or brought against YOUR SAFETY DEPARTMENT by a third party arising out of the COMPANY's use of the PRODUCT in breach of this agreement. COMPANY shall indemnify YOUR SAFETY DEPARTMENT for any damages, attorney fees and costs finally awarded against YOUR SAFETY DEPARTMENT as a result of, or for any amounts paid under a court approved settlement of, a claim against YOUR SAFETY DEPARTMENT; provided that YOUR SAFETY DEPARTMENT (a) promptly give COMPANY written notice of the claim; give COMPANY sole control of the defense and settlement of the claim against YOUR

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SAFETY DEPARTMENT (provided that COMPANY may not settle any claim against YOUR SAFETY DEPARTMENT unless the settlement unconditionally releases YOUR SAFETY DEPARTMENT of all liability) and (c) provide to COMPANY all reasonable assistance. COMPANY hereby releases YOUR SAFETY DEPARTMENT from all liability, damage, claims, injuries, or suits arising from its USE of the PRODUCT and agrees to indemnify, defend and hold harmless YOUR SAFETY DEPARTMENT and its agents, employees and assigns from any and all claims, liability, damages, injuries, and suits, including court costs and attorney fees, arising from the use of the PRODUCT by COMPANY its agents, employees, assigns or customers.

9. ASSIGNMENT AND TRANSFER

9.1 COMPANY shall not sublicense, disclose, lease, sell, distribute, make, transfer or assign the PRODUCT or engage in any other transaction which has the effect of transferring the right of use or part of the PRODUCT.

10. LIABILITY.

10.1 YOUR SAFETY DEPARTMENT shall not be liable for any activity involving the PRODUCT with respect to the following:

1. Lost profits, lost savings or any other consequential damages.
2. The fitness of the PRODUCT for a particular purpose.
3. The installation of the PRODUCT, its use or the results obtained.

11. TERMINATION

11.1 COMPANY Rights. Upon the expiration or revocation of this license, the rights of the COMPANY shall cease.

11.2 Termination. Upon revocation or termination of this License Agreement by YOUR SAFETY DEPARTMENT, COMPANY agrees to execute and deliver by mail or pdf copy the "Certificate of Data Destruction or Deletion" of this license agreement attached hereto as a SAMPLE to YOUR SAFETY DEPARTMENT. Failure by COMPANY to execute this certificate within 60 days of YOUR SAFETY DEPARTMENT's request will be understood as intent by COMPANY to continue using PRODUCT and will be subjected to other legal remedies by YOUR SAFETY DEPARTMENT as may be required.

12. MISCELLANEOUS.

12.1 Applicable Law: Venue. This license shall be construed and interpreted under and pursuant to the laws of the state of Texas. The parties agree that the venue for any action or claim arising out of or in connection with this license shall be in the Wilson County Court for Floresville, Texas.

12.2 Invalidity. If any term or provision of this license or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this license shall

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not be affected thereby, and each term and provision of this license shall be valid and enforced as written to the fullest extent permitted by law.

12.3 Entire Agreement. This license contains the entire Agreement of the parties hereto with respect to the matters covered hereby, and no other Agreement, statement or promise made by any party hereto, which is no contained herein, shall be binding or valid.

12.4 Authority. Persons whose signatures appear as "LICENSED USER" on this Agreement represent that they are authorized to do so and represent and warrant that this licensing Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

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Schedule A

Data Product/Services Details and Pricing

PRODUCT:

© 2025 YSD Safety Training Tracker coded in MS Access 2019. Specific Data included under this license agreement:

Datasets: **Training for General Industry 29 CFR 1910**
 Training for Construction Industry 29 CFR 1926

One-Time Fee:

Additional scope changes, programming, training, installation, or customized work conducted on behalf of the COMPANY beyond the supplied © 2025 YSD Safety Training Tracker will be billed at \$90.00 per hour in 1-hour increments.

YOUR SAFETY DEPARTMENT:
Your Safety DepartmentSM

LICENSED COMPANY:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Schedule B

License Term and Product Users

License Term:

- Non-expiring License

Individual Users:

- Unlimited number of users company-wide

Special Overwriting Terms and Conditions:

The following language shall supersede any potential conflict(s) within this Agreement. Special Overwriting Terms and Conditions are negotiated between COMPANY and YOUR SAFETY DEPARTMENT and are intended to clarify and/or overwrite standard terms and conditions where applicable.

Web Application Display Rights

- COMPANY may incorporate and display limited portions of the PRODUCT within an interactive, web-based application provided to its end customers for the purpose of project-specific deliveries. The displayed content shall be restricted to Student Transcripts, Course Reports and/or Student Status Reports.
- End customers may view these reports for reference only. They shall not have access to, nor the ability to extract, download, or query the underlying data associated with these features.
- The source of the displayed PRODUCT must be clearly indicated to end customers, with "Your Safety Department" identified as the originator and intellectual property owner of all shared content, query, any underlying attribute data associated with these features. "Your Safety DepartmentSM" needs to be clearly displayed or communicated to the end customer as the source and intellectual property owner of the limited shared PRODUCT.

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License Administration

TO BE COMPLETED BY THE COMPANY

Billing Contact:

Name: _____

Email: _____

Address: _____

City, State: _____

Phone: _____

Main Data User Contact:

Name: _____

Email: _____

Address: _____

City, State: _____

Phone: _____

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Agreement Termination

Certificate of Database Destruction or Deletion

In reference to the licensing agreement executed by _____, and
Your Safety DepartmentSM,

I hereby certify that I am legally authorized to execute this certificate on behalf of COMPANY.

I hereby certify that all INDIVIDUAL USERS, employees and contractors of COMPANY have ceased accessing and using the PRODUCT, effective as of the termination date and that COMPANY has ceased and discontinued any and all use of the PRODUCT, and has used commercially reasonable efforts to destroy all materials containing the PRODUCT, and used commercially reasonable efforts to purge the PRODUCT from any electronic media containing the PRODUCT; provided however, that PRODUCT may exist in electronic backups conducted in the ordinary course of business of COMPANY, which COMPANY agrees not to access or use in the future; such foregoing requirements including purging any and all portions of the PRODUCT loaded into any database or software application, including hard drive files, project files, interpretation/analysis databases and tools, throughout COMPANY's corporate organization with COMPANY retaining no copies in active network locations.

All provisions relating to proprietary rights and transfer prohibitions shall survive the termination of this license agreement.

COMPANY: _____

Email To: sales@yoursafetydept.com

Signature: _____

Full Name: _____

Title: _____

Date: _____