



Exhibit D – Additional Terms for Online Training Content Library Services

Last updated April 22, 2017

These Additional Terms for Online Training Content Library Services apply to Customer's subscription to and use of Online Training Content Library Services.

Right to Access the Library. StarTex hereby grants Customer the right to access certain online web-based courses (the "Library") on the EHS Insight learning management system ("LMS").

High Speed Internet Requirement. Customer recognizes that because the online courses in the Library are "video-rich", some type of high-speed connection to the Internet is necessary to play the courses satisfactorily. It is Customer's responsibility to make sure that Registrants have adequate Internet connections to utilize the Library.

Course Updates. If the content provider (the "Producer") updates any course in the Library at a time when Customer has a right of access under this Agreement, StarTex will, at its convenience, replace the original course with the updated version of the course at no charge.

Intellectual Property Rights. Customer recognizes that **the Library contains copyrighted contents and is** protected by United States and International copyright laws. Customer will not record, copy or distribute the Library or information contained therein other than as permitted under this Agreement or applicable law.

No Implied Warranties.

- a. THE LIBRARY AND ALL APPLICABLE WEBSITES AND RELATED SOFTWARE, INFORMATION AND PRODUCTS THAT ARE SOLD OR ACCESSED, DIRECTLY OR INDIRECTLY, PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS," WITHOUT WARRANTY, EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.
- b. CUSTOMER UNDERSTANDS AND AGREES THAT THE LIBRARY HAS BEEN CREATED TO ASSIST FACILITIES IN EDUCATING THEIR EMPLOYEES REGARDING GOOD SAFETY AND HEALTH PRACTICES AND THAT THE INFORMATION CONTAINED IN THE LIBRARY IS BASED ON INFORMATION AVAILABLE TO THE PRODUCER AT THE TIME OF CREATION. NEITHER STARTEX NOR THE PRODUCER WARRANT THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE INFORMATION OR SERVICES COVERED UNDER THIS AGREEMENT. STARTEX

AND THE PRODUCER CANNOT AND DO NOT WARRANT AGAINST HUMAN AND MACHINE ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS OR LOSSES, INCLUDING LOSS OF DATA.



- c. CUSTOMER AGREES IT MUST REVIEW THE INFORMATION CONTAINED IN THE LIBRARY FOR ACCURACY AND COMPLETENESS TO ENSURE THAT THE INFORMATION CONFORMS TO CUSTOMER'S SPECIFIC SITUATION AND RECOMMENDED PROCEDURES, AS WELL AS TO ALL APPLICABLE STATE, FEDERAL OR OTHER LAWS AND REGULATIONS GOVERNING CUSTOMER'S OPERATIONS, AND THAT THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THE INFORMATION IN THE LIBRARY IS ACCURATE OR APPROPRIATE FOR ANY PARTICULAR FACILITY OR ENVIRONMENT.

Indemnification.

- a. Customer agrees to indemnify, defend and hold harmless StarTex and the Producer, and their officers, directors, employees, agents and suppliers from all losses, expenses, damages and costs, including reasonable attorney's fees resulting from any violation of this agreement by Customer and the use of the Library (including infringement of third party's worldwide intellectual property rights or negligent or wrongful conduct) by Customer or their respective employees, contractors or representatives.
- b. StarTex agrees to indemnify, defend and hold harmless Customer and its officers, directors, employees, agents and suppliers from all losses, expenses, damages and costs, including reasonable attorney's fees resulting from any violation of this Agreement by StarTex (including infringement of third party's worldwide intellectual property rights or negligent or wrongful conduct) by StarTex or its employees, contractors or representatives.
- c. Limitations on Exclusions Under Applicable Law. The parties understand and agree that some jurisdictions do not allow the disclaimer of certain implied warranties or the limitation or exclusion of liability for incidental or consequential damages, so that some of the above disclaimers, limitations and exclusions may not apply. In any case, the total liability of any party hereunder and/or its agents and vendors, officers, directors, employees, agents and suppliers, if any, for losses or damages under such exclusions and limitations will not exceed \$500.

No Consequential Damages. Neither party shall be liable to the other party for indirect, special, incidental, consequential, punitive or exemplary damages arising out of this Agreement, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses resulting from any of the following:

- the use of or the inability to use the Library;
- the cost of procuring substitute goods or services needed as a result of the use of any goods, data, information or services purchased or obtained, or transactions entered into, through the Library;
- unauthorized access to or alteration of any information in the courses in the Library; and
- reliance on the informational content of the courses in the Library.

Term. This Agreement will be for a term of one year beginning on the date of this Agreement, and will be automatically extended for additional one year periods from the anniversary of that date, unless earlier terminated (i) by either party, in writing, at least 60 days prior to the Agreement's then scheduled expiration date.

Survival. If this Agreement is terminated for any reason, the provisions of clauses 5, 6, 8, 9, 10, 11, and 12 will survive.

Applicable Law. This Agreement will be governed by the laws of the State of Texas, United States of America.

Severability. The illegality of any provision of this agreement will not affect the enforceability of all other provisions of the agreement.

Compliance with Applicable Law. The parties agree to comply with all applicable laws, statutes, ordinances and regulations regarding the use of the Library. The parties understand and agree that the Library remain subject to United States export controls and may not be accessed or used in violation of applicable law.

Entire Agreement. This Agreement and the attached addendums constitute the entire agreement and understanding of the parties relating to the subject matter addressed in this Agreement. No provision in this Agreement may be modified, amended, superseded or waived except in a writing signed by both Customer and StarTex.

Registrations. Your Order Form defines the number of Registrations your subscription includes. If you exceed the number of Registrations your subscription includes, you will be charged an overage fee, to be invoiced at the end of any month in which an overage occurs.

2017 © StarTex Software LLC. All Rights Reserved. [Privacy Policy](#)

StarTex