



END-USER LICENCE AGREEMENT

This End-User Licence Agreement ("**EULA**" or "**Agreement**") is signed between:
Green Data Lab Ltd a limited company registered in England and Wales ("**GDL**" or the "**Licensor**"),

And

the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable. ("**User**")

(individually referred as a "**Party**" and collectively the "**Parties**")

1. BACKGROUND AND PURPOSE

1.1. GDL provides digital solutions for data collection purposes (including Environmental, Social and Governance ("**ESG**")) and offers a web portal called 'DigiESG' (the "**Portal**") combined with a mobile app called 'GDL Collect' (the "**App**").

1.2. A Licence and Service Agreement ("**LSA**") has been signed between GDL and the licensing company through, for or on behalf of which the User has been granted access to the Software (as later defined) ("**Licensee**").

2. SOFTWARE

2.1. GDL has designed and developed a digital solution that supports companies in collecting, consolidating and reporting ESG and impact data through its Portal and App. The solution includes the Portal, the App, any software (whether provided as downloadable or as an online service), coding, programs, tool, utility, documentation, and any revision, update, or upgrade hereto which are made available by GDL to the Licensee and the User under the terms and conditions set out in this LSA (the "**Software**").

2.2. GDL is the sole owner of the Software.

2.3. GDL operates the Software as a 'software as a service' ("**SaaS**").

3. TERM OF USE

3.1. The User shall use the Software and any information it may obtain under this Agreement in a professional manner and solely for the purpose of data collecting in alignment with the LSA.

3.2. The User is in control of its access and may modify its login details (password and email address) or delete its account from the Portal if required.

3.3. The User must promptly, and in any event within five (5) working days of becoming aware of it, report in writing to GDL any serious problem or malfunction in the Software.

3.4. By installing, copying, accessing, or otherwise using the Software, the User agrees to be bound by the terms of this Agreement.

3.5. The User acknowledges that the use of some parts of the Software and licensing may require a connection to the Internet.

3.6. The User alone is responsible for the backup of all data, configurations, and settings stored in the Software.

3.7. The User shall not modify, decrypt, reverse-compile or reverse-engineer the Software, App or Portal.

3.8. The User shall not distribute the Software to other parties without the prior written consent of the Licensor.

3.9. The User shall not use the Software for illegal purposes.

3.10. The terms of the EULA may be updated from time to time.

4. SCOPE OF THE LICENCE

4.1. GDL hereby grants to the User a non-assignable and non-exclusive right to use the Software in accordance with the terms and conditions set out in this EULA solely for the User's own internal business operations. The licence (and obligations under this Agreement) is effective upon installation or access by the User and remains in force until termination by either party.

4.2. Being a SaaS, the Software is licensed as a subscription licence to the Licensee that needs to be renewed monthly or annually (every 12 months).

4.3. The subscription licence gives the User a right to use the Software on behalf of the Licensee.

4.4. If the subscription licence is not renewed, the User no longer has any right to use the Software.

4.5. A subscription licence is automatically renewed unless the Licensee has informed GDL otherwise.

4.6. The Software is a standard product. It shall be the sole responsibility of the Licensee and the User to ensure that the functions of the Software fulfil the requirements and expectations of the User.

4.7. The User's right to use the Software requires that the User has accepted the terms and conditions in this EULA.

4.8. The User agrees that GDL may audit the use of the Software for compliance with this EULA at any time, upon reasonable notice. In the event that such an audit reveals any use of the Software by the User other than in full compliance with the terms of this EULA, the Licensee shall reimburse GDL for all reasonable expenses related to such an audit in addition to any other liabilities GDL, the User or the Licensee may incur as a result of such non-compliance.

5. GDL'S RESPONSIBILITIES

5.1. GDL will provide access to the Software in accordance with the LSA.

5.2. GDL will use its best endeavours to ensure on-going development of the Software, including correction of errors and inexpediency and, at the discretion of GDL, to change the Software with the aim of making the Software compatible with new versions of third-party's standard software.

5.3. GDL may offer support to the User based on the Licensee's adopted plan.

5.4. GDL will comply with its Privacy Policy.

5.5. GDL will comply with its obligations under this Agreement.

5.6. GDL will ensure a GDPR-compliant data protection of the Software (when or where applicable) for the User.

6. USER'S OBLIGATIONS

6.1. The User shall not share its access to the Software.

6.2. The User shall ensure that the means of access to the data (such as passwords) are kept secure and not disclosed to anyone else.

6.3. The User shall not copy or use the Software for any other purposes than as

stipulated in this Agreement.

6.4. The User represents and warrants that it is not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and that the User is not listed on any list of prohibited or restricted parties.

6.5. The User is responsible for the integrity of all data the User enters into the Software. GDL has no obligation to verify the integrity of the data entry or to provide assurance on the data or the processes of obtaining the data and the Licensee has no right to request or assign any verification or validation to GDL.

6.6. The User shall not introduce viruses, Trojan horses, worms, software bombs or any other malicious or technologically harmful material into the Software;

6.7. The User shall not attempt to gain unauthorized access to the Software.

7. PAYMENT AND FEES

7.1. This clause is as per the LSA signed by the Licensee. Payments are the responsibility of the Licensee.

8. TERM

8.1. The Agreement is concluded for an unlimited period.

8.2. The Licensee may terminate the Agreement by giving a one-month notice to the end of a month.

9. TERMINATION

9.1. Pursuant to clause 8.2, the Licensee may terminate this EULA for the future at any time by ceasing the use of the Software.

9.2. If the User is in material breach of this Agreement, the Agreement may be terminated immediately by GDL and the User's access to the Software revoked. GDL will inform the Licensee of the User's breach.

9.3. In the event that the Licensee fails to comply with any of the terms or conditions of this Agreement, GDL may terminate for cause the Licensee's right to use the Software and revoke the User's access. GDL shall be entitled to terminate this EULA with immediate effect.

9.4. Termination of this Agreement will not limit any of GDL's rights or remedies at law or in equity in case of a User's breach (during the term of this Agreement) of any of the User's obligations under the present Agreement.

10. LIABILITY

10.1. The Parties shall waive the enforcement of any warranty claims within the scope of the Agreement.

10.2. GDL expressly disclaims any liability, whether expressed or implied with regard to (i) defects and errors, which are not related to the Software, but which are related to external factors, including other software products of the Licensee or User, (ii) acts or omissions of the Licensee or User (iii) the interaction between the Software and any other hardware and/or software environment and organization at the Licensee's (or User's) location or at any remote location, including but not limited to hosting or data centres (iv) errors, defects, and inexpediency of third-party's standard products, delivered by GDL (v) the Licensee's (or User's) changes and/or modifications in or with the Software, and (vi) compatibility between the Software and any new version, update etc. of third-party's software.

10.3. GDL shall not in any way be liable for circumstances related to the non-

fulfilment of the Licensee's (or User's) duties in respect of this Agreement. In no event shall GDL be held liable for any damage resulting from loss of data, loss of profits or goodwill or other consequential damages. GDL's liability can under no circumstances exceed the licence fee paid by the Licensee under the Agreement.

11. INDEMNIFICATION

11.1. Except for GDL's gross negligence, wilful misconduct or GDL's infringement of third party's intellectual property rights, the User shall indemnify, protect, defend and hold GDL harmless from and against any and all claims, liability, loss of revenue and/or damages, privileges, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving or in connection with the User's use of the Software.

11.2. The provisions of article **Error! Reference source not found.** shall survive the termination of this EULA.

12. DATA MANAGEMENT

12.1. The Licensee is the owner of the data stored in the Software.

12.2. The Licensee and User assume full responsibility for obtaining the consent of minors, agents and professional advisors, or other entities, whose data will be entered by the User by means of data consent forms.

12.3. GDL is authorised to use the collected data for analysis and system improvement in order to improve GDL's products, Software and services.

12.4. GDL is allowed to share data in an aggregated and anonymised form.

13. RESERVATION OF RIGHTS AND FEEDBACK

13.1. Except as expressly provided under the Agreement, GDL does not grant the User a licence or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by GDL or any related entity, including but not limited to any name, trade dress, logo or equivalents.

13.2. If the User gives to GDL any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("**Feedback**"), the User gives to GDL, without charge, royalties or other obligation to the User, the right to make, have made, create derivative works, use, share and commercialise the User's Feedback in any way and for any purpose. The User will not give Feedback that is subject to a licence that requires GDL to licence its software, technologies or documentation to any third-party because GDL includes the User's Feedback in them.

14. INTELLECTUAL PROPERTY RIGHTS

14.1. The User shall obtain no rights to the Software. GDL retains all intellectual property rights to the Software, updates, documentation, and all data enclosed in it, including, but not limited to, copyright, trademarks and other rights, titles and interests in the Software. For the avoidance of doubt, data entered by the User is excluded,

14.2. The User is not permitted to publish the Software without the explicit, written consent of GDL. This also applies to any documentation delivered by GDL.

14.3. The User shall not reverse engineer, decompile, or disassemble the Software except when otherwise allowed by mandatory statutory provisions. The Licensee or the User shall always notify GDL in writing in advance of such acts.

14.4. Upon an infringement of GDL's intellectual property rights, GDL shall be entitled to terminate this Agreement for cause with immediate effect.

15. INFRINGEMENTS OF THIRD-PARTY RIGHTS

15.1. GDL represents and warrants that it has the right to licence the Software, including any documentation, to the Licensee and the User, and that GDL holds the necessary rights, titles, and licenses to allow the Licensee and the User to perform all rights contemplated by this Agreement.

15.2. GDL shall not be responsible for any third-party services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof.

15.3. If the User becomes aware of any infringement or potential infringement of the Software, it shall promptly notify GDL.

16. PROVIDED 'AS IS'

16.1. The Software and any related documentation are provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose. The entire risk arising out of use or performance of the Software remains with the User.

16.2. The Software delivered under this Agreement is a standard product, and the User is aware that no software product is faultless in all situations and combinations.

16.3. GDL shall not be liable for any defects. This Agreement includes neither warranty against defects, nor any warranty of fitness or suitability for a particular purpose.

16.4. Immediately after a reproducible error or defect is discovered or should be discovered, the User must give notice to GDL. Upon notification, the User must specify the error or defect.

16.5. GDL will use its best endeavours to remedy errors and defects which are reproducible in the most recent version of the Software.

16.6. The actual scope and procedure for remedy of any errors or defects is at the free and independent discretion of GDL, who may remedy essential errors and defects by releasing an update of the Software. GDL will remedy non-essential errors and defects to the extent GDL finds it necessary.

17. CONFIDENTIALITY

17.1. Commercial information which the Parties may obtain or possess concerning the other Party, shall be considered confidential and shall not be disclosed to third parties without the relevant Party's prior written consent.

17.2. The above prohibitions shall not apply to information, i) which is publicly available, ii) as a Party comes into possession of good faith from a third party, iii) as a Party is required to disclose under the law.

17.3. All parties shall adopt necessary measures to confine the circulation of the confidential information informed and known by each of them to relevant staff, agents or consultants only, and shall ask them to abide by this Article strictly and not to disclose the confidential information to any third party. All parties undertake not to disclose the confidential information obtained from the other parties to their respective unrelated staff.

17.4. Any party hereto breaching this clause shall indemnify the other parties against any loss which the other Parties may incur as a result of such breach.

18. PRIVACY POLICY

18.1. The privacy policy details how GDL uses the personal data collected from the User (the “**Privacy Policy**”).

18.2. GDL keeps its Privacy Policy under regular review and places any updates on <https://www.greendatalab.com/privacy-policy/>. The User can email GDL at: support@greendatalab.com on any matter regarding Privacy Policy.

18.3. By using the Software, the User consents to GDL’s Privacy Policy.

19. DISPUTE RESOLUTION AND ARBITRATION

19.1. In the event of a dispute that is not resolved between the Parties within 45 days, the Parties will escalate the dispute to resolution by a mutually selected third-party mediator.

19.2. If the dispute is not resolved within 45 days after the appointment of the mediator, both Parties agree to submit to binding arbitration. In such a case, both parties agree to the appointment of one (1) neutral arbitrator to be chosen by mutual agreement between the Parties within 90 days after the appointment of the mediator.

19.3. The arbitration will be conducted in the United Kingdom and according to the rules for commercial disputes for the London Court of International Arbitration.

19.4. The arbitrator's decision will be final and binding on both parties.

19.5. The costs of the arbitration shall be payable by the Parties in such proportions as the arbitrator determines (or failing determination each Party shall bear its own costs).

20. OTHER PROVISIONS

20.1. The User shall not engage in any bribery or bribery activity (including, without limitation, offering any payment, reward or other benefit to any public official or other person) which constitutes an offence under the Bribery Act 2010 and associated guidance or any offence relating to corruption under the law of any jurisdiction outside the United Kingdom.

20.2. For the purposes of any notice, request, demand or any communication sent regarding this Agreement, the User can email support@greendatalab.com.

20.3. If any provision in this Agreement is held to be illegal, invalid, or unenforceable, such provision(s) shall nonetheless be enforced to the fullest extent permitted by applicable law, so as to reflect the original intent of the parties. Such provision(s) shall not affect the legality and validity of the other provisions in this Agreement.

20.4. If any provision of this Agreement is held illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed separable from the remaining provisions of this agreement and shall not effect or impair the validity or enforceability of the remaining provisions of this agreement.

20.5. The Parties act as independent entities and are not entitled to conclude agreements on the other Party's behalf, or otherwise to bind the other Party.

20.6. Each Party shall act at all times in good faith and in a manner that reflects the good name, goodwill and reputation of the other Parties and in accordance with good business ethics.

20.7. The Parties shall notify each other in due time about all planned publications and media related schedules.

20.8. The Parties are not entitled to transfer rights or obligations under this Agreement to others.

20.9. Changes or additions to this Agreement require consensus among the Parties.

20.10. Each Party will bear its own costs in connection with the conclusion of this Agreement.

20.11. The Agreement is subject to the law of England and Wales.