

CLIMATE COMMUNITY- COMMERCIAL LICENCE GENERAL TERMS

1. INTRODUCTION

- 1.1 This page sets out the general customer terms (**General Terms**) which apply to any Services (as defined below) which Supplier (as defined below) licences or provides to any Client (as defined below) unless Client has entered into a separate written contract with Supplier signed by both parties in respect of the Services.
- 1.2 The parties' agreement for the licensing, use and provision of the Services is made up of: (i) these General Terms; (ii) the Proposal; and (iii) any other written document either issued by Supplier (and expressly referring to and incorporating itself into the agreement) or any amendments or supplements to the agreement signed and agreed in writing between the parties. Together the above documents shall constitute and be known as the **Agreement** and apply to the contract between the parties to the exclusion of any other terms that Client may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.3 When construing the meaning of the Agreement, the documents listed in clause 1.2 shall be interpreted in a reverse order of priority in the event of any inconsistency or conflict, with documents appearing later in the list taking priority over documents appearing earlier in the list.
- 1.4 Any order placed by Client shall only be deemed to be accepted upon Supplier's signature of, or email agreement to, the Proposal, at which point and on which date the Agreement shall come into existence.
- 1.5 These General Terms are published on Supplier's website. Client should print or save a copy of these General Terms for its records. Supplier may amend these General Terms from time to time during the Term and will endeavour to provide Client with thirty (30) days' notice before making the change effective when it does so. Every time Client agrees a new Proposal with Supplier it should check these General Terms to ensure that it understands the terms which will apply to the Agreement at that time. This version one of these General Terms was most recently updated on July 2023]. Historic versions may be obtained by contacting Supplier.
- 1.6 Any Proposal issued by Supplier shall be valid for a period of 30 days (or such longer period specified on the Proposal) from the date of issue, if not agreed by Client, at which point the offer outlined in the Proposal shall lapse.

2. INTERPRETATION

- 2.1 In the Agreement the following definitions and rules of interpretation shall apply:

Agreement has the meaning given to it in clause 1.2;

Authorised Users means employees and agents of, and independent contractors providing services to, the Client who are authorised by the Client to use the Subscription Service, and their ancillary documentation for the Purpose;

Beta Services means any Subscription Service identified as a beta, preview or similar. These also qualify as Free Services;

Business Day means any day which is not a Saturday, Sunday, bank or public holiday in England and Wales or the jurisdiction in which Client is incorporated;

Commencement Date means the date specified in the Proposal;

Commercial License (as used in the EULA) means the Client.

Commercial Licensee (as used in the EULA) means this Agreement.

Confidential Information means in relation to either party, any or all information of a confidential nature (whether in oral, written or electronic form) including trade secrets and information (whether or not of commercial value) known and belonging to that party and concerning its business, suppliers, customers, products or services (including without limitation the Subscription Services and their ancillary documentation, any product or feature plans, and the pricing offered by Supplier) and any other information which the recipient knows or is notified or has reason to believe is confidential to the disclosing party. For the avoidance of doubt, no Data posted via the Services will be considered Confidential Information if it is disclosed in a way that contemplates its being publicly accessible or viewable by other Users of the Subscription Services;

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures each have the meaning given to them in relevant UK Data Protection Law;

Charges means the applicable charges for the Services from time to time, including the Professional Services Charges and the Subscription Charges;

Client means the organisation which has purchased User Licences from Supplier, as specified in the Proposal;

Client Data means the data, content and images inputted by the Authorised Users or (if applicable) Supplier (or its sub-contractors) on Client's behalf for the purpose of facilitating Client's or its Authorised Users' use of the Software. Client Data shall only be deemed to be the Confidential Information of the Client where it is uploaded or disclosed in a manner that contemplates that it will not be made available or viewable by third parties (other than Client's Authorised Users). Client Data excludes User Data;

Client Equipment means a functioning hardware system and software facilitating access to the following modern and high usage web browsers, namely: Chrome, Mozilla, Firefox, Safari or MS Edge, for the current version of each such browser (although performance is optimised on Chrome), and internet access, or such other relevant software and/or hardware reasonably notified to Client by Supplier from time to time;

Data means data or content available through the Subscription Services, including without limitation code, text, data, articles, images, photographs, graphics, software, applications, packages, designs, features, and other materials that are available on or through the Subscription Services;

Data Protection Law means all applicable data protection and privacy legislation in force from time to time in the jurisdiction in which Authorised Users are based, including, to the extent applicable, the GDPR;

Data Processing Addendum means the data processing addendum which may have been separately entered into by authorised representatives of the parties;

EULA means Supplier's standard end-user licence agreement which all Subscribing Organisations are required to sign up to before beginning to use the Services, available here <https://climateessentials.com/sponsored-business-eula/>

EU GDPR: the General Data Protection Regulation ((EU) 2016/679);

Free Service means any Service that is provided without a charge;

Feedback means any ideas, know-how, algorithms, code contributions, suggestions, enhancement requests, recommendations or any other feedback on Supplier products or services;

GDPR means the UK GDPR or EU GDPR, as applicable;

General Terms has the meaning given to it in clause 1.1;

Go-Live Date means the date specified in the Proposal;

Initial Subscription Term means the initial subscription term set out in the Proposal, which period shall be 12 months unless otherwise specified. Unless otherwise specified the duration of the initial Subscription Term and any Renewal Periods shall be the same for all Subscribed Modules made available to the Client via the Subscription Services;

Licence Restrictions means the licence restrictions specified or referred to in the Proposal or elsewhere in the Agreement;

Marks means: (a) any trade marks, trade names, service marks, trade dress, logos, URLs and domain names; (b) any identifying slogans and symbols; (c) any abbreviation, contraction or simulation of any of the items in paragraph (a) or paragraph (b); and (d) the "look and feel", of a party to this agreement, whether or not registered.

Payment Terms means the payment terms set out in the Proposal. If none are specified the default payment terms shall require payment of any Subscription Charges or Professional Services Charges for Professional Services in full in advance of the Initial Subscription Term or any

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subsequent Renewal Term, on demand, and payment for any other Professional Services Charges monthly in arrears, on 30-day payment terms;

Purpose means Authorised Users accessing and using the Subscription Services to facilitate the reporting and management of carbon data analytics and otherwise making use of any of the functionality offered by the Software (including that contemplated within the Documents) for its functionally contemplated purposes only;

Privacy Policy means Supplier's privacy and cookies notice and policy, available here; <https://climateessentials.com/privacy/> has the meaning given to it in clause 1.1;

Professional Services means any bespoke professional services to be provided by Supplier to Client (as agreed from time to time or set out in the Proposal), other than the Subscription Services or basic Support, including for example, installation and technical assistance services, on-request upgrades, etc;

Professional Services Charges means the service charges detailed in the Proposal for any Professional Services, or which Supplier confirms to the Client from time to time in respect of any further agreed Professional Services;

Product Expert means a product expert, the number of which will be specified in the Proposal;

Proposal means the written quotation for, among other things, licensing and provision of the Services, provided by Supplier to Client;

Renewal Period means rolling terms of 12 months (or such other period as Supplier may agree in writing with Client in the Proposal);

Retail Prices Index means the index of that name published by the UK Office of National Statistics, or such successor body or successor index as shall apply from time to time in future (so as to most closely mirror that index);

Sensitive Information means (a) credit or debit card numbers; personal financial account information; national insurance or social security numbers or equivalents; passport numbers; driver's licence numbers or similar identifiers; passwords; details of racial or ethnic origin; physical or mental health condition or information; or other employment, financial or health information, including any information defined under the UK Data Protection Legislation as 'Sensitive Personal Data' (or any analogous term which may apply from time to time), or any information subject to the US Health Insurance Portability and Accountability Act, the Payment Card Industry Data Security Standards, and other regulations, laws or industry standards designed to protect similar information as amended or applicable worldwide from time to time;

Services means both the Subscription Services and the Professional Services;

Subscribing Organisation means those entities which are authorised and sponsored by the Client to use the Subscription Services and their ancillary documentation for the Purpose, who have agreed to the terms of the EULA, and in respect of whom the Client has purchased a User Licence

Subscribing Organisation Network has the meaning given to it in the Proposal, for example, where Client is a local authority, it is expected that the Subscribing Organisation Network will be comprised of the local authority's sponsored businesses;

Software means Supplier's software platform, Climate Essentials, which provides Authorised Users access to the Subscribed Modules and which includes any general upgrades released to all customers to which Client is otherwise entitled under the terms of the Agreement;

Subscribed Modules means the relevant software application modules to which the Authorised Users will be provided access via the Subscription Services, as described in the applicable Proposal;

Subscription Charges means the total amounts specified in the Proposal or otherwise payable in accordance with the terms of the Agreement, to be paid in accordance with the timeframes and other stipulations set out in the Agreement;

Subscription Services means hosting of the Software and making it available for access to Authorised Users using Client Equipment via the URL agreed between the parties from time to time, which will re-direct to a Supplier hosted URL or portal;

Subscription Term means, in respect of the relevant Subscription Services, the term beginning on the Commencement Date, and continuing for the Initial Subscription Term, and any Renewal Periods (subject to clause 14.3), unless and until the Agreement is terminated in accordance with its terms;

Supplier means Climate Essentials Limited (company number 12007941) whose registered office is at Stag Gates House, 63/64 The Avenue, Southampton, Hampshire, United Kingdom, SO17 1XS;

Support means the second-level support services to be provided by Supplier to the Client's Product Experts only, for the relevant Subscription Term, and made available, unless otherwise specified, during Supplier's standard business hours (9am to 5.00pm UK time on Business Days) via telephone or email. Supplier may also provide online support resources for Authorised Users.

Term means the term of the Agreement as defined in clause 17.1;

UK GDPR: has the meaning given to it in the Data Protection Act 2018;

User Data means the data, content and images inputted by the Authorised Users (excluding employees and agents of, and independent contractors providing services to, the Client) into the Subscription Services. User Data shall only be deemed to be the Confidential Information of the User where it is uploaded or disclosed in a manner that contemplates that it will not be made available or viewable by third parties, e.g. other Authorised Users; and

User Licences means the licences issued by Client permitting Subscribing Organisations and/or Authorised Users to access and use the Subscription Services and their ancillary documentation in accordance with the Agreement.

2.2 Clause headings shall not affect the interpretation of the Agreement. References to clauses are to the clauses of these General Terms.

2.3 Words in the singular shall include the plural and vice versa.

2.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. AUTHORISED USERS

3.1 Client warrants and represents that any information provided to Supplier is complete, accurate and not misleading (including information concerning its Authorised Users and other information providing as part of its account / Agreement setup process), that it will inform Supplier if at any time that information changes whilst Client or its Authorised Users continue to use the Subscription Services and acknowledges that Supplier may rely on such information and not seek to establish its reliability.

3.2 In particular, where Client is or purports to represent an organisation or entity, the person entering into the Agreement on Client's behalf warrants and represents that it is entitled to act in this capacity and to bind such organisation or entity (which shall be correctly specified as Client in the relevant Proposal), and perform all actions taken by Client or its Authorised Users via the Subscription Services, including uploading any Client Data to Client's account (including making it available to other Authorised Users, or publicly available to third parties).

3.3 Client acknowledges that subject to certain limitations, and any limitations set by any Client accounts with specific privileges, Authorised Users have administrative control over their accounts and User Data stored on their own account. Client "super-users" with access to the backend for the Software shall have visibility of the identity of all Subscribing Organisations and Authorised Users and any data stored on Authorised Users' and/or Subscribing Organisations' accounts. The Client shall however ultimately have sole responsibility for supervision and observation of the actions of all Authorised Users.

3.4 Supplier but warrants and represents it shall ensure that, at a minimum, its terms with its own Authorised Users must contain restrictions and obligations consistent with those set out in this Agreement which are directly enforceable by Supplier in the event of any breach thereof by an Authorised User. Supplier does not provide legal advice to Client and Client shall not be entitled to rely on this Agreement as setting out exhaustively all terms that are or might be relevant to use of the Services by Authorised Users.

3.5 Subject to payment and the other restrictions set out in the Agreement, Supplier hereby grants to Client, subject to the Licence Restrictions and subject to other restrictions set out in the Agreement, as applicable to each Authorised User, a non-exclusive, non-transferable right during the

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Term: (a) to permit the Authorised Users to use the Subscription Services during the Subscription Term of the User Licences for the Purpose; (b) to host the Subscription Services in association with the Client's Marks; (c) to promote the Subscription Services to prospective and actual Authorised Users.

- 3.6** In relation to the Authorised Users, Client undertakes that: (a) it shall be responsible for compliance by Authorised Users with the terms of the Agreement, and that the restrictions on Client set out within the Agreement shall, unless the context requires otherwise, equally apply to any such persons; (b) while Client will not, and will ensure that its Authorised Users do not, use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of them; (c) the number of Authorised Users, including Product Experts, shall not exceed the number of User Licences Customer has purchased from time to time and Customer will not permit use by the Authorised Users to exceed the type of User Licence purchased; (d) it will not allow or suffer any User Licence to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Subscription Services and/or their documentation; (e) each Authorised User shall keep a secure password for their use of the Subscription Services and its documentation, and that each Authorised User shall keep his password confidential; (f) it shall permit Supplier to audit the Subscription Services in order to establish, inter alia, the name of each Authorised User; (g) if any of the audits referred to in clause 3.6(f) reveal that Client has exceeded the usage limitations, then without prejudice to any other right to which it may be entitled, Client shall pay Supplier the relevant fees in accordance with Clause 4.7 (which may be calculated by reference to the Subscription Charges for additional Authorised Users) within 10 Business Days of the date of the relevant audit; and (h) if any of the audits referred to in clause 3.6(f) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Supplier's other rights, Client shall promptly disable such passwords and Supplier shall not issue any new passwords to any such individual.
- 3.7** The Client may only issue a specified number of User Licences in respect of Subscribing Organisations, as further specified in the Proposal. The Client may issue a specified number of User Licences in respect of Authorised Users, as further specified in the Proposal, by creating Authorised Users within the Subscription Services. All Authorised Users and Subscribing Organisations must use the Subscription Services for the Purpose. The Client must not issue User Licences to Authorised Users or Subscribing Organisations otherwise than for the Purpose or otherwise circumvent the Subscription Charges such persons would otherwise need to pay for the use of the Subscription Services for other purposes. Supplier shall exercise its sole reasonable discretion in assessing whether the Client has adhered to these restrictions.
- 3.8** Client must not permit any of its Authorised Users to: (a) be under the legal age to use the Subscription Services in the country the Authorised User resides in (or whose laws apply to them); (b) share with or permit access to any Authorised User's account by multiple people; (c) operate a service or automated account, where there is not a single human individual responsible for that account; or (d) otherwise breach of the terms of this Agreement (as applicable). If Supplier determines that there has been a breach of this clause, in addition to its other rights, we reserve the right to terminate affected Authorised User accounts or the Agreement as noted below.
- 3.9** Client shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Subscription Services that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or (f) causes damage or injury to any person or property; and Supplier reserves the right, without liability to Client, to disable Client's access to any material that breaches the provisions of this clause.
- 3.10** Client shall not, and shall ensure that its Authorised Users shall not: (a) other than as permitted by law, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or its documentation (as applicable) in any form or media or by any means; nor attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or (b) access all or any part of the Subscription Services in order to build a product or service which competes with the Subscription Services; or (c) use the Subscription Services to provide services to third parties; or (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users; or (e) attempt to obtain, or assist third parties in obtaining, access to the Subscription Services, other than as provided under this clause; or (f) interfere with or disrupt the integrity or performance of the Subscription Services or third party data contained therein; or (g) attempt to gain unauthorised access to the Subscription Services or their related systems or networks, including with a view to making alterations to, or modifications of, the whole or any part of the Software, or permitting the Software or any part of it to be combined with, or become incorporated in, any other programs; or (h) use and/or publish any data or graphic relating to the Platform that does not include and/or incorporate a visible watermark referencing the Supplier and/or any other equivalent reference or credit to the Supplier.
- 3.11** **CUSTOMER AGREES NOT TO USE THE SUBSCRIPTION SERVICES TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. SUPPLIER WILL NOT HAVE ANY LIABILITY THAT MAY RESULT FROM CUSTOMER'S AND/OR ITS AUTHORISED USER'S USE OF THE SUBSCRIPTION SERVICES TO COLLECT OR MANAGE SENSITIVE INFORMATION.**
- 3.12** Client shall use best endeavours to prevent any unauthorised access to, or use of, the Subscription Services and/or their documentation and, in the event of any such unauthorised access or use, promptly notify Supplier.
- 3.13** The rights provided under this clause 3 are granted to Client only and shall not be considered granted to any subsidiary or holding company of Client.

4. SERVICES

- 4.1** In addition to the assumptions and requirements set forth elsewhere in the Agreement, Client acknowledges and agrees that the above approach, Charges and agreed timelines set out in Proposal are based on the following assumptions (as applicable):
- 4.1.1** Client will, where applicable, provide reasonable access to Client's personnel with the appropriate knowledge of Client's systems and their configuration;
- 4.1.2** Any material changes to scope described in the Proposal will be addressed through a change request, if these have a material impact on costs;
- 4.1.3** Client Product Expert will be appointed during project launch stage, will complete necessary training per published curriculum prior to project kick-off, and will be available for the duration of the project (save for illness, absence, leave or departure from the Client's employment);
- 4.1.4** Client will complete training activities as outlined in the training curriculum provided by Supplier and per the project schedule prior to the Commencement Date, following the instructions contained in the training materials; and
- 4.1.5** Client will identify any import files or data streams by the Commencement Date. Any additional feed(s) identified thereafter may result in additional Charges.
- 4.2** Supplier shall supply, during the Subscription Term, the Support, the Subscription Services and any agreed Professional Services to Client on and subject to the terms of the Agreement.
- 4.3** To the extent Client uses any Free Services, it acknowledges and agrees that its entitlement to access and use such Free Services constitutes reasonable and sufficient consideration. In return, it is willing to adhere to the terms of the Agreement.
- 4.4** The provision of the Subscription Services shall be subject to ongoing provision by Supplier's hosting services provider from time to time. Supplier shall use reasonable endeavours to inform Client in advance of any planned service interruption to the Subscription Services.
- 4.5** Supplier will, as part of the Services and at no additional cost to Client other than the Subscription Charges, provide Client's Product Experts with the Support in accordance with Supplier's support services policy (if any) in effect at the time that the Services are provided, subject to fair usage of the Support by Client. Supplier is a UK based company and typically deals with Support requests between 9 am and 5pm local time on Business Days in the UK. Client's Product Experts must be available to interact with Supplier's support team where they have any queries

regarding a particular request or provide access to Supplier to their accounts. For clarity, subject to fair usage, there are no limitations on the number of Support requests that may be raised by any of the Client's Product Experts. For the avoidance of doubt, Authorised Users may only raise support requests with Client's nominated Product Experts, who may then escalate Support requests to Supplier on a "second line" support basis. In the event the parties agree that Supplier shall be responsible for provision of support services to any Authorised Users, the parties shall agree in advance in writing the approach to such service provision to the customer and the costs payable to Supplier by the Client for doing so.

- 4.6** Bespoke upgrades are not normally possible in respect of the Subscription Services, however, if the Client wishes to request that a particular feature of the Subscription Services be improved or added at any time, its Product Expert may request, and this may be agreed and undertaken as a Professional Service, subject to agreement between the parties as to the nature of the request, timing and the charges for facilitating this request. Any on-site support required by Client and agreed by Supplier will be chargeable at Supplier's then prevailing standard daily rates as a Professional Service.
- 4.7** There may be storage limits associated with particular Subscription Services, which are generally subject to fair usage limits. Supplier reserves the right to charge for additional storage or overage fees at the rates specified by Supplier to Client from time to time, either on Supplier's website or otherwise. Supplier may impose new, or may modify existing, storage limits for the Subscription Services at any time in Supplier's discretion, giving notice to Client, either on Supplier's website or otherwise.

5. WARRANTIES AND SUPPLIER'S OBLIGATIONS

- 5.1** Each party represents and warrants to the other that it has the legal power and authority to enter into the Agreement (in the case of an individual representing a Client, on that organisation or entity's behalf), and that the Agreement and each Proposal is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of the Agreement, and that the Agreement or Proposal is accordingly binding upon each party and enforceable per its terms.
- 5.2** Supplier undertakes that the Services will be performed with reasonable skill and care expected of a suitably skilled person engaged in the same type of business as Supplier, subject to downtimes for planned maintenance or maintenance outside Supplier's reasonable control. Otherwise, Supplier gives no warranties concerning the Subscription Services.
- 5.3** The undertaking at clause 5.2 shall not apply to the extent of any non-conformance which is caused by (a) use of the Services contrary to Supplier's instructions or otherwise than as permitted by the Agreement, (b) modification or alteration of the Software or Services by any party other than Supplier or Supplier's duly authorised contractors or agents, (c) issues with Client Equipment; (d) interaction of the Software with other software programmes or plugins maintained by Client; (e) use of the Software in an application, or with any software, hardware or materials for which it was not intended; or (f) acts or omissions otherwise attributable to Client and/or outside Supplier's reasonable control. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance within a reasonable timeframe, or provide Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes Client's sole and exclusive remedy for any breach of the undertaking set out in clause 5.2. Notwithstanding the foregoing, Supplier does not warrant that Client's use of the Subscription Services will be uninterrupted or error-free, nor that the Services and/or their documentation will meet Client's requirements.
- 5.4** Client acknowledges that it has assessed the suitability of the Services for its requirements. Supplier does not warrant that the Software, the Services and/or their documentation will be suitable for such requirements or that any use will be uninterrupted or error free.
- 5.5** The Agreement shall not prevent Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.
- 5.6** Timing for performance of Supplier's obligations under the Agreement shall not be of the essence.
- 5.7** Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.

6. CUSTOMER'S OBLIGATIONS

Client shall: (a) at its cost, provide Supplier with all necessary co-operation in relation to the Agreement, and all necessary data and access to information as may be required by Supplier, its agents or contractors, in order to render the Services, including but not limited to applicable specifications, data management decisions, approvals, security access information and configuration services; (b) comply with all applicable laws and regulations with respect to its activities under the Agreement; (c) carry out all other Client responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays, Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary; (d) ensure that the Authorised Users use the Services in accordance with the terms and conditions of the Agreement and shall be responsible for any breach of the Agreement by either; (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Supplier, its contractors and agents to perform their obligations under the Agreement, including without limitation the Services; (f) ensure that its network and systems comply with the relevant specifications provided by Supplier from time to time; (g) be solely responsible for procuring and maintaining its network connections and telecommunications links, and maintaining appropriate Client Equipment; (h) provide a single main point of contact who can address questions or issues relating to the Services, provide timely feedback and review any changes to the Services; (i) be solely responsible at its own cost for generating Client Data, User Data, content and data required to utilise the services and uploading all such content and data to the site provided to Client using the Services. In the event that Client requires any assistance from Supplier in this regard, Supplier may provide such assistance as it deems appropriate at its then prevailing charges as a Professional Service; and (j) comply and procure the compliance of its Authorised Users with any reasonable directions given to it by Supplier from time to time.

7. THIRD PARTY INTEGRATIONS

- 7.1** Additionally, Client may use standalone third party applications when accessing the Subscription Services, for example where it uses application that integrate with or export data feeds to the Subscription Services or use the Subscription Services to authenticate or access another service. While the Agreement represents our agreement with Client, other parties' terms govern their relationships. Whilst Supplier takes no responsibility for any Authorised User's or Client's adherence to such terms or the actions taken by such third-parties, Client warrants and represents that it will honour and adhere to such terms when using the Subscription Services and that Client will not hold Supplier responsible for any interactions with such third parties or their terms, including for wrongful or negligent acts or omissions, or breaches of contract.
- 7.2** When importing third party data streams using the Subscription Services, the Client warrants and represents that it shall ensure it use industry standard anti-virus technology and otherwise checks such data streams for any malicious code or content, including Client Data which would breach the terms of the Agreement.
- 7.3** Supplier does not control the content, messages or information found in or on or accessible through any third party services accessible through or integrated with the Subscription Services. Supplier disclaims and will have no liability regarding such sites or services and any actions resulting from Client's or its Authorised Users' use of the same. Such sites or services' availability does not mean Supplier endorses, supports or warrants such sites or services.

8. CHARGES AND PAYMENT

- 8.1** Client shall pay the Subscription Charges (and any Professional Service Charges, or other charges specified or agreed) to Supplier in accordance with the Payment Terms.
- 8.2** If Supplier has not received payment for any Subscription Charges in advance, and any Professional Services Charges within 10 days after the

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due date, or notice of a bona fide dispute, without prejudice to any other rights and remedies of Supplier: (a) Supplier may, without liability to Client, disable Client's and any Authorised Users' passwords, accounts and access to all or part of the Services and Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and (b) interest shall accrue on such due amounts at annual rate equal to 4% over the then current base lending rate of Bank of England at the date the relevant invoice was issued, compounded monthly, commencing on the due date and continuing until fully paid, whether before or after judgment, or the highest rate otherwise permitted by law.

- 8.3** If Client is paying by credit card, direct debit or other online payment methods, it authorises Supplier to charge Client's credit card, bank account or other online payment methods for all fees payable during the Subscription Term. Client further authorises Supplier to use a third party to process payments and consent to disclose Client's payment information to such a third party.
- 8.4** All amounts and fees stated or referred to in the Agreement: (a) shall be payable in pounds sterling (unless another currency is denominated in the Proposal); (b) are, subject to clause **Error! Reference source not found.**, non-cancellable and non-refundable; (c) are exclusive of taxes or duties payable under the Agreement as specified below, which shall be added to Supplier's invoice(s) at the appropriate rate; and (d) shall be paid by bank transfer in full and cleared funds to the account specified on Supplier's invoice, or by such other payment method (which must be kept up to date and accurate) as Supplier may accept from time to time.
- 8.5** Client is solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on Supplier's net income or gross revenue) imposed or become due in connection with the provision of Services to Client under the Agreement. If Client is located in the EU, Client must provide Supplier with the VAT registration number under which Client is registered in Client's member state. If Client does not give Supplier a VAT registration number before Client's transaction being processed, Supplier will not issue refunds or credits for any VAT charged.
- 8.6** If Client is required to deduct or withhold any tax it must pay the amount deducted or withheld as required by law and pay Supplier an additional amount so that Supplier receives payment in full as if there were no deduction or withholding.
- 8.7** If, at any time whilst using the Services, Client exceeds the Fair Use limitations, Supplier shall charge Client, and Client shall pay, Supplier's then prevailing charges for such excessive use.
- 8.8** Client must keep its contact information, billing information and credit card information (where applicable) up to date through its account.
- 8.9** Supplier shall at the start of each Renewal Period, having given at least fourteen (14) days' prior notice to Client (including via email or by notification via the Subscription Services), be entitled to increase the Subscription Charges (including for any additional User Licences purchased) and the Subscription Charges set out in Proposal shall be deemed to have been amended accordingly for the duration of the Renewal Period (unless the Client objects to such increase within 7 (seven) days of notice from Supplier, in which case the Agreement may not renew into any Renewal Period unless the parties otherwise agree). If no notice is given, the Subscription Charges applicable for over each subsequent Renewal Period shall be increased by the percentage increase from apply annual increases to the Charges in line with the annual increase in the Retail Prices Index over such period.

9. ADVERTISING, PROMOTION AND PUBLICITY

- 9.1** Where the Client advertises and/or promotes the Services, the Client shall: (a) be solely responsible for its advertising and promotion of the Services to its Authorised Users provided that the use by the Client of any advertising materials and promotional literature or other references to Services shall be subject to the prior written consent of Supplier; (b) observe all directions and instructions given to it by Supplier in relation to the promotion and advertisement of the Services to the extent that such promotions or advertisements refer to the Services or otherwise use the Marks, and shall not make any written statement as to the quality, development, or manufacture of Services without the prior written approval of Supplier; (c) conduct its business in a manner that reflects favourably at all times on Supplier and the good name, good-will and reputation of Supplier and not enter into any contract or engage in any practice detrimental to the interests of Supplier in the Services; and (d) ensure its advertising and promotion of the Services does not involve any deceptive, misleading or unethical activity that is, or might be, detrimental to Supplier, Services or the public and shall not publish or employ, or co-operate in the publication or employment of, any false, misleading or deceptive advertising material or other representations with regard to Supplier or Services.
- 9.2** The Supplier may make brochures, fact sheets and other marketing material available to the Client. The Client may translate this material and have it printed with its own logos (provided that such material makes it clear that the Client not authorised to act on Supplier's behalf and includes an appropriate reference to the Supplier as the provider of the Services) at its own expense and risk.

10. PROPRIETARY RIGHTS AND DATA

- 10.1** Client acknowledges and agrees that Supplier and/or its licensors own all intellectual property rights in or arising from the Services, Software and their documentation. All content on the Supplier's site and the Subscription Service is copyright © Climate Essentials Limited. The Climate Essentials™ name and brand, and all associated logos, are each the registered or unregistered trademarks of Supplier.
- 10.2** Except as expressly stated herein, the Agreement does not grant Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, Software and its documentation. This shall be without prejudice to Client's ownership of any background intellectual property rights owned by it separately from the Agreement and/or pre-dating the Agreement.
- 10.3** Client may not duplicate, copy, or reuse any portion of Supplier's Software or Services or trademarks, without Supplier's express permission, save that Client may link to the Supplier's site, provided it does so fairly and legally and in a way that does not damage Supplier's reputation or take advantage of it. Client must not establish a link in such a way as to suggest any form of association, approval or endorsement on Supplier's part where none exists. Client must not establish a link to Supplier's Site on any website that Client does not own unless Client has relevant authorisations. Supplier reserves the right to withdraw linking permission without notice. The website in which Client is linking must comply in all respects with the content standards set out in the Agreement. Our Site must not be framed on any other site. Supplier may withdraw this licence at any time on notice. If Client wishes to link to or make any use of data on Supplier's Site other than that set out above, it must obtain Supplier's prior written consent.
- 10.4** Client shall not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services on a standalone basis available to any other person except the Authorised Users, as permitted and on the basis set out herein.
- 10.5** During the Term and for twelve (12) months thereafter, the Client undertakes not to: (a) purchase the Services from any person other than the Supplier (or its authorised distributors of Services); or (b) resell, distribute, provide or create any products or services which compete with Services either directly or through its affiliates.
- 10.6** Client shall own all rights, title and interest in and to all of Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Client Data and the means by which it acquired such Client Data, provided that Supplier shall reserve a lien over all Client Data in the event of non-payment by the Supplier.
- 10.7** Subject to any agreement to the contrary between an Authorised User and the Client, each relevant Authorised User shall own all rights, title and interest in and to all of its User Data. The Client acknowledges that it shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of User Data and the means by which it acquired such User Data, and Supplier shall have no liability in relation to any loss or damages, however arising, in relation to any User Data.
- 10.8** Supplier shall use reasonable endeavours to maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client Data and User Data, including in accordance with the Supplier's information securities policies and/or procedures. However, Client understands and acknowledges that use of the Subscription Services necessarily involves transmission of Client Data and or User Data over networks that are not owned, operated or controlled by Supplier, and that Supplier cannot be held responsible for any Client Data and/or User Data lost, altered, intercepted or stored across such networks. Supplier does not guarantee that its security procedures

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will be error-free, that transmissions of Client Data will always be secure or that unauthorised third parties will never be able to defeat Supplier's security measures or those of Supplier's third party service providers.

- 10.9** Supplier shall not modify Client Data or User Data, disclose Client Data or User Data or access Client Data or User Data except: (a) as required by law; (b) as expressly permitted by Client; (c) to provide the Services; (d) to address technical problems or issues with the Services; or (e) at Client's request when providing Support.
- 10.10** Neither Client or any Authorised Users may access the Subscription Services where they are engaged as an employee or contractor with any business that competes with Supplier own or to attempt to gain access to Supplier's Confidential Information with a view to building, creating or amending any software or service which competes with any element of the Subscription Service offered by Supplier. Further, during the Subscription Term, and for twelve (12) months thereafter, Client shall not, or attempt to, build or develop any product or service that commercially competes with or is substantially similar to the Software, which it provides or intends to provide to third parties for payment (i.e. which is not solely intended for internal use). This obligation shall cease to apply only where there is no longer a commercial relationship between the parties, and Client can demonstrate that (a) an independent third party has licensed or sold the Software (or something similar to it) to it on arms' length terms, and (b) such competing solutions do not incorporate or contain, are not based upon, and do not rely in any way upon any Confidential Information made available by Supplier to the Client, or to which the Client otherwise gained access, under the Agreement or any previous contract between the parties.
- 10.11** If Client (including its Authorised Users) gives Supplier any Feedback, it acknowledges and agrees by accepting the Agreement that Supplier will have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual licence to implement, use, modify, commercially exploit or incorporate the Feedback into Supplier's products, services, and documentation.
- 10.12** Client acknowledges that it has no right to access the Software in source code form or unlocked coding or comments.
- 10.13** Supplier shall use its reasonable commercial endeavours to back-up all Client Data and User Data on a weekly basis but otherwise backup of all Client Data and User Data shall be the sole responsibility of Client. Subject to clause 10.14, in relation to images comprised in Client Data and User Data, Supplier shall use its reasonable commercial endeavours to procure from its hosting services provider back-up of such images in accordance with its hosting services provider's terms for provision of back-up services from time to time. In the event of any loss of or damage to Client Data and/or User Data, Client's sole and exclusive remedy shall be for Supplier to use its reasonable commercial endeavours to restore the lost or damaged Client Data and/or User Data from the latest back-up of such Client Data and/or User Data maintained by Supplier (or its hosting services provider, as appropriate according to the nature of Client Data and/or User Data which has been lost or damaged). Client should note that Supplier's typical retention periods for Client Data and User Data are as set out in its Privacy Policy.
- 10.14** Supplier shall not be responsible for any loss of, degradation of or damage to Client Data and/or User Data which arises as a result of, or in connection with any breach of Client's obligations under the Agreement, including clause 3.6. In such circumstances, Supplier may, at its sole discretion, offer the remedy as set out at clause 10.13.

11. DATA PROTECTION

- 11.1** Both parties will comply with all applicable requirements of the Data Protection Law. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Law, the Privacy Notice or the Data Processing Addendum. The Privacy Notice provides detailed notice of Supplier's privacy, data use practices, and the Data Processing Addendum provides detailed notice of the Supplier and Client's processing and security obligations concerning any personally identifiable information or personal data comprised in the Client Data and/or User Data. The Supplier requires all Authorised Users to adhere to the Privacy Notice's relevant provisions and take specific steps regarding Personal Data Authorised Users may collect from the Services. The Client shall be responsible and liable for its Authorised Users' adherence to these requirements.
- 11.2** The parties acknowledge that for the purposes of the Data Protection Law, in relation to any Personal Data comprised within Client Data (**Client Personal Data**) and any Personal Data comprised within User Data (**User Personal Data**), Client is the data controller and Supplier is the data processor. Such Personal Data shall only be processed by Supplier in accordance with any lawful instructions reasonably given by Client from time to time in writing, as reasonably necessary to fulfil the Agreement (including as required by the underlying operating procedures for the Software) and exercise Supplier's rights and obligations hereunder and as applicable in accordance with the terms of Supplier's Privacy Policy. Supplier's Privacy Policy provide detailed notice of Supplier's privacy and data use practices concerning any personal data comprised in Client Data. Supplier requires all authorised users and customers to adhere to the relevant provisions of the Privacy Policy. Client shall be responsible and liable for its Authorised Users' adherence to these requirements.
- 11.3** As between the parties, where each party processes any Personal Data provided by or relating to the other party or its employees otherwise than Client Personal Data, including employee names and email addresses of employees of Client with whom Supplier interacts (for example) or User Personal Data, each party acknowledges that they shall act as a data controller in relation to such Personal Data and only process it for specified purposes in accordance with each party's respective privacy policy for the purposes of contract administration or otherwise in its own legitimate interests, as permitted under Data Protection Law.
- 11.4** Without prejudice to the generality of clause 11.1, Client must ensure that its use of the Subscription Services and all Client Data is at all times compliant with the terms of the Agreement, all applicable laws and regulations including Data Protection Law (nationally and internationally) and Client represents and warrants that: (a) it has obtained all necessary rights, releases and permissions to provide all Client Data to Supplier for the purposes and duration of the Agreement and to grant the rights granted to Supplier in the Agreement; and (b) Client Data and its transfer to and use by Supplier as authorised by Client under the Agreement do not violate any laws (including without limitation those relating to export control, the principle of demonstrable "consent" under Data Protection Law, specifically Article 7 of the EU GDPR) and electronic communications) or rights of any third party, or data subject, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorised herein is not inconsistent with the terms of any applicable privacy policies. Other than Supplier's security obligations under clause 9.3, limited back-up obligations in clause 10.10, and legal obligations under Data Protection Law (as set out in this clause 11) and confidentiality obligations in clause 12, Supplier assumes no responsibility or liability for Client Data, and Client shall be solely responsible for Client Data and the consequences of determining the purpose and manner in which Client Data is to be processed, used, disclosed, stored, or transmitted.
- 11.5** Without prejudice to the generality of clause 11.1, Supplier shall, in relation to any Client Personal Data and/or User Personal Data: (a) process that Client Personal Data and/or User Personal Data only on the written instructions of Client unless Supplier is required by Data Protection Law to otherwise process that Client Personal Data; (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and/or User Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data and/or User Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures; (c) ensure that all personnel who have access to and/or process Client Personal Data and/or User Personal Data are obliged to keep Client Personal Data and/or User Personal Data confidential; (d) not transfer any Client Personal Data and/or User Personal Data outside of the UK or the EEA unless the prior written consent of Client has been obtained and the following conditions are fulfilled: (i) Client or Supplier has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Supplier complies with its obligations under the Data Protection Law by providing an adequate level of protection to any Client Personal Data and/or User Personal Data that is transferred; and (iv) Supplier complies with reasonable instructions notified to it in advance by Client with respect to the processing of Client Personal Data and/or User Personal Data; (e) assist Client, at Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (f) notify Client without undue

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delay on becoming aware of a Personal Data breach; (g) at the written direction of Client, delete or return Client Personal Data and/or User Personal Data and copies thereof to Client on termination of the agreement unless required by Applicable Law to store Client Personal Data and/or User Personal Data (subject always to Client having paid Supplier any then outstanding charges owing under the Agreement); and (h) maintain complete and accurate records and information to demonstrate its compliance with this clause.

- 11.6** Notwithstanding anything to the contrary in this Agreement, Supplier may monitor use of the Subscription Services by Client and use Client Data and/or User Data gathered in an aggregate and anonymous manner (**Anonymised Data**). Client hereby grants to the Supplier a worldwide, royalty-free, perpetual, nonexclusive, transferable, sublicensable and irrevocable license to use and otherwise exploit Anonymised Data in any manner and for any purpose, provided that such information does not contain any personal data, identify Client or any of its contacts specifically. For further clarity any data provided to other customers or third parties will only be in an aggregated and anonymous manner.
- 11.7** Client consents to Supplier appointing the categories of sub-processor listed in the Privacy Policy or otherwise notified to Client from time to time by Supplier, as third-party processors of any Personal Data processed by Supplier under the Agreement. Supplier confirms that it has entered or (as the case may be) will enter with such third-party processors into a written agreement substantially on those third party's standard terms of business (which shall at a minimum require such sub-processors to treat any Client Data as confidential and process any Client Personal Data and/or User Personal Data in compliance with Data Protection Law). As between Client and Supplier, Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.
- 11.8** If Supplier is deemed to process any personal data on Client's behalf when performing its obligations under the Agreement, the parties record their intention that the Agreement would represent the data processing agreement envisaged by Article 28 of the EU GDPR (and the equivalent provision under UK GDPR), together with the relevant provisions of Supplier's Privacy Policy, which sets out the categories of personal data and data subjects, where Client is the data controller and Supplier is a data processor.
- 11.9** Client hereby consents to Supplier conducting credit investigations, from time to time, including such requests for and exchange of information to and from consumer reporting agencies or credit grantors as it may require to approve and maintain any funding arrangements to be granted by Supplier in relation to the Services, and to provide payment history information to such agencies.

12. CONFIDENTIALITY

- 12.1** Neither party will use the other's Confidential Information except as permitted under the Agreement. Each party agrees to maintain in confidence and protect the other party's Confidential Information using at least the same degree of care as it uses for its information of a confidential and proprietary nature but in any event at least a reasonable degree of care. Each party agrees to take all reasonable precautions to prevent any unauthorised disclosure of the other party's Confidential Information, including, without limitation, disclosing such Confidential Information strictly only to those of its or its Affiliates' employees, representatives, consultants, contractors or agents (together **Representatives**) who need to know such information, are subject to restrictions around the use of such Confidential Information substantially similar to those set out in this clause. Each party shall be liable and responsible for its Representatives adherence to such terms. The preceding obligations will not restrict either party from disclosing Confidential Information of the other party under the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable such party to contest such order or requirement (to the extent permitted by law).
- 12.2** For the avoidance of doubt, Supplier considers Client Data and/or User Data not publicly disclosed by Client or the relevant Authorised User (as applicable) to be Client's and/or Authorised User's Confidential Information (as applicable) and will protect and keep confidential such Confidential Information per (this) clause 12. Supplier may access and use such Confidential Information under the following circumstances (a) with Client and/or Authorised User's consent and knowledge (as applicable), for support reasons; (b) if it have reason to believe such Confidential Information violates the law or of the Agreement (including the restrictions set out in this Agreement in respect of a specific Authorised User's usage), in which case it reserves the right to access, review, and remove them; (c) where it is compelled by law to disclose Client and/or Authorised User's Confidential Information; or (d) when access is required for operational or security reasons, including when access is required to maintain ongoing confidentiality, integrity, availability and resilience of Supplier's Subscription Services (in which case access will be limited to specifically authorised personnel and only exercised to the extent necessary to facilitate such purposes).
- 12.3** Client is responsible for managing access to its account, Client Data and User Data stored thereon, including invitations, administrative control, and access. Supplier is not responsible for the actions of any of Client's Authorised Users in this regard. Nor is Supplier responsible for any third party's or Authorised User's adherence to any terms imposed by Client as a pre-requisite for access to its Client Data or User Data.
- 12.4** In accessing the Subscription Services, Client and its Authorised Users may also gain access to information relating to Beta Previews which Supplier considers being Confidential Information, and Client agrees on behalf of itself and its Authorised Users to protect and keep strictly confidential such Confidential Information per this clause 12.

13. NON-SOLICITATION

- 13.1** During the Term and for 12 months thereafter, neither party, directly or indirectly, will solicit for employment or for engagement as an independent contractor, or encourage leaving its employment or engagement, any employee or independent contractor of the other party known to the soliciting party solely through the Agreement. For the avoidance of doubt, general public advertisements for employment or engagement and any individual's response thereto will not be deemed a violation of this clause.

14. INDEMNITY – CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 14.1** Client shall defend, indemnify and hold harmless Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with its and/or the Authorised Users' use of the Subscription Services including, without limitation, for any liability, damages, costs or claims incurred by Supplier due to Client's use of the Subscription Services for any purpose outside of the Purpose or any claim relating to Client Data and/or User Data, including, without limitation, any claim brought by a third party alleging that Client Data and/or User Data, or Client's use of the Subscription Services in breach of the Agreement infringes or misappropriates the intellectual property rights of a third party or violates applicable law, save to the extent directly attributable to Supplier's breach of the Agreement.
- 14.2** Supplier shall, subject to the other provisions of this clause 14 and the limitations in clause 15, defend Client against any claim that the Subscription Services infringe any copyright, trade mark, patent or right of confidentiality and shall indemnify Client for any amounts awarded by a court of competent jurisdiction against Client in judgment or settlement of such claims, or agreed to by Supplier, provided that: (a) Supplier is given prompt notice of any such claim, together with all relevant details of the claim; (b) Client provides reasonable co-operation to Supplier in the defence and settlement of such claim, at Supplier's expense; and (c) Supplier is given sole authority to defend or settle the claim, and Client does not compromise, settle or admit liability with respect to any claim without Supplier's prior written consent (not to be unreasonably withheld).
- 14.3** In the defence or settlement of any claim, Supplier may procure the right for Client to continue using the Subscription Services, replace or modify the Subscription Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.
- 14.4** In no event shall Supplier, its employees, agents and sub-contractors be liable to Client to the extent that the alleged infringement is based on: (a) a modification of the Software or Subscription Services by anyone other than Supplier or Supplier's authorised contractors or agents or (b) Client's use of the Services in a manner contrary to the instructions given to Client by Supplier or Supplier's authorised contractors or agents; (c) Client's use of the Subscription Services after notice of the alleged or actual infringement from Supplier or any appropriate authority; or (d) any element of the Software (or the Client Data and/or User Data's integration with same) not attributable to the Supplier (for example, Client databases, or bespoke upgrades to the Software undertaken at the Client's direction incorporating content provided by the Client).

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- 14.5** The foregoing provisions of clause 14 state Client's sole and exclusive rights and remedies, and Supplier's (including Supplier's employees, agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.
- 15. LIMITATION OF LIABILITY – CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 15.1** This clause 15 sets out the entire financial liability of Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other in respect of: (a) any breach of the Agreement (including without limitation, any claim under clause 14.1 or clause 14.3); (b) any use made by Client of the Software, Support or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 15.2** Except as expressly and specifically provided in the Agreement: (a) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement, including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement; (b) the Services and all other services provided, procured and/or sub-contracted by Supplier under the Agreement, are provided to Client on an "as is" and "as available" basis; and (c) Client assumes sole responsibility for the use of the Services and their associated documentation by Client and Authorised Users, and for conclusions drawn from such use, including any decisions made as a result of the Client's use of the Subscription Services. Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or data provided to Supplier by Client in connection with the Services, or any actions taken by Supplier at Client's direction.
- 15.3** Supplier does not warrant that the Subscription Services will meet Client's requirements; that the Subscription Services will be uninterrupted, timely, secure, or error-free; that the information provided through the Subscription Services is accurate, reliable or correct; that any defects or errors will be corrected; that the Subscription Services will be available at any particular time or location; or that the Subscription Services is free of viruses or other harmful components. Supplier will not be responsible for any risk of loss resulting from Client's downloading or using files, information, Data or other material obtained from the Subscription Service.
- 15.4** Supplier may, from time to time at its discretion, generally upgrade and improve the Subscription Services as it sees fit, and Client acknowledges that such upgrades and improvements may affect its use of the Subscription Services.
- 15.5** Nothing in the Agreement excludes the liability of either party: (a) for death or personal injury caused by such party's negligence; or (b) for fraud or fraudulent misrepresentation or (c) any other liability which cannot strictly be excluded or limited by relevant law.
- 15.6** Subject to the foregoing: a) Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and (b) Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to an amount equal the annual Subscription Charges paid for the 12 month period in which the claim arose.
- 15.7** Client acknowledges and accepts that (a) Supplier does not and cannot warrant or represent that the Services are compliant with any regulatory or legal requirements to which Client may be subject, or which may be relevant to the purposes for the Services may be used, and (b) Supplier cannot be held responsible or liable for human error and negligent or fraudulent use of the Services.
- 16. FREE SERVICES AND BETA SERVICES**
- 16.1** Client acknowledges that all Free Services (including in this section any Beta Services (i.e. preview or early access Services)) may be subject to change at any time without notice. Client uses Free Services entirely at its own risk. Supplier gives no warranties whatsoever, and to the extent permitted by law, accept no liabilities whatsoever regarding the Free Services and their use by Client or any Authorised Users.
- 16.2** Access to the Free Services and Beta Services (which have not been paid for) is permitted temporarily, and Supplier may suspend, withdraw, discontinue or change all or any part of the Free Services, either generally or to Client specifically, at any time, for any reason, with or without notice. Supplier will not be liable to Client if, for any reason, the Free Services are unavailable at any time or for any period.
- 16.3** Client acknowledges and agrees that access and use of any applicable Free Services or Beta Services Supplier offers constitutes reasonable and sufficient consideration. In return for that access, Client is willing to adhere to the terms of the Agreement.
- 16.4** As a Beta Services user, Client may get access to information that isn't yet publicly available about new products and features that Supplier plans to offer. Given the nature of this information, it is important that Client keeps it confidential. Client agrees that any Beta Service information that isn't yet in the public domain, for example, information about a preview for a new Beta Service, is Supplier's Confidential Information, whether or not expressly labelled as such. Client agrees only to use such Confidential Information to test and evaluate the Beta Service (the **Purpose**), not for any other purpose. Client also agrees not to disclose, publish, or share any Confidential Information with or to any third party unless it has set up the Beta Service in such a way that expressly encourages this (for example, where Client is part of a forum Supplier has organised to trial or discuss a new Beta Service).
- 16.5** Supplier's Confidential Information relating to Beta Services does not include information that is: (a) (or becomes) publicly available without breach of the Agreement through no act or inaction on Client's part (for example, where a previously private Beta Service is rolled out as a regular Service by us); (b) independently developed by Client without breach of any confidentiality obligation to Supplier or any third party; or (c) disclosed with Client's express written permission from Supplier. If Client is required to disclose Confidential Information according to any order by a court or regulatory authority with jurisdiction over Supplier, it may do so provided that Supplier has been given reasonable advance written notice to object (unless prohibited by law) and the disclosure is limited to the maximum extent possible to comply with such an order of law.
- 17. TERM AND TERMINATION**
- 17.1** This Agreement shall commence on the Commencement Date, or the date the Proposal is agreed or signed by both parties, whichever is earlier, and shall (unless terminated earlier in accordance with these terms) continue in full force and effect until the end of the Subscription Term.
- 17.2** Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability to the other if: (a) the other party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or (b) an order is made or a resolution is passed for the winding up of the other party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or if such an administrator is appointed or if documents are filed with the court for the appointment of an administrator or if notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying charge holder, or if a receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entitle the court or a creditor to appoint a receiver or manager or which entitle the court to make a winding-up order or if the other party takes or suffers any similar or analogous action in consequence of debt; (c) the other party ceases, or threatens to cease, to trade; or (d) the other party undergoes a change in control (as defined in section 1124 of the Corporation Tax Act 2010). Supplier may also terminate the Agreement for cause on thirty (30) days' notice if Supplier determines that Client is acting, or has acted, in a way that has or may negatively reflect on or affect Supplier, Supplier's prospects, or Supplier's customers. The Agreement may not otherwise be terminated prior to the end of the Subscription Term.
- 17.3** Supplier may suspend any Authorised User's access to any or all Subscription Services without notice for: (i) use of the Subscription Services in a way that violates applicable laws or regulations or the terms of the Agreement, (ii) posting or uploading material that infringes or is alleged to infringe on the intellectual property rights of any person or relevant law, or (iii) to protect the integrity, operability, and security of the Subscription Services. Supplier may, without notice, review, edit and delete any Client Data and/or User Data that Supplier has reason to determine in good faith violates the Agreement (including the restrictions set out in this Agreement), provided that the parties acknowledge and agree that Supplier

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has no duty to, and shall not, pre-screen, control, monitor or edit Client Data and/or User Data. Supplier will, in its discretion and using good faith, tailor any suspension as needed to preserve the integrity, operability, and security of the Subscription Services.

- 17.4** The Subscription Term shall automatically renew over each Renewal Period unless and until either party gives notice to the other in writing (including by email) that it does not wish the Agreement to continue beyond the Initial Subscription Term or the then current Renewal Period, such notice to expire no later than sixty (60) days prior to the end of the Initial Subscription Term or then current Renewal Period.
- 17.5** Where the Client is offered a trial period in the Proposal (assuming that there is a Proposal and the other terms are agreed) (a **Trial Period**), either party shall be entitled to give notice to the other in writing (including by email) that it wishes the Agreement to terminate at the end of the Trial Period at any time prior to expiry of the Trial Period. If no such notice is given, on expiry of the Trial Period the Agreement shall automatically continue for the Initial Subscription Term.
- 17.6** On expiry or termination of the Agreement for any reason: (a) all licences granted to the Client and its Authorised Users under the Agreement shall immediately terminate, even if no expiration date is specified in the Proposal provided by Supplier, and Supplier reserves the right to terminate all licenses granted to any Subscribing Organisation under the Agreement and/or the EULA immediately on notice to the relevant Subscribing Organisation (whether in writing or communicated via the Services); (b) each party shall return and make no further use of any Confidential Information belonging to the other party; and (c) the accrued rights of the parties as at expiry or termination, or the continuation after expiry or termination of any provision expressly stated to survive (including, without limitation, clauses 1, 2, 8, 9, 11, 12, 13, 14.1, 15, 17.5, 17.6 and 18) or implicitly surviving termination, shall not be affected or prejudiced; and (d) subject to payment of a fee where applicable, and provided the Agreement was not terminated early by Supplier due to the breach by the Client or any of its Authorised Users, Supplier will make reasonable efforts to provide Client with a copy of its lawful, non-infringing Client Data held in its accounts in a Microsoft Excel format (or other such format as Supplier reasonably deems acceptable in its sole discretion), upon request, provided that Client makes this request within fourteen (14) days of termination. If Client requests that its Client Data is provided in another format, or requires additional assistance with data transition, Supplier shall use all reasonable commercial endeavours to assist, subject to applicable additional service fees. Otherwise, Supplier will retain and use Client Data as necessary to comply with its legal obligations, resolve disputes, and enforce Supplier's agreements (and as further set out in Supplier's Privacy Policy i.e. Client Data will only be retained for as long as necessary to fulfil the purposes for which it was collected, taking into account the amount, nature, and sensitivity of the Client Data and/or User Data, the potential risk of harm from unauthorized use or disclosure of Client Data and/or User Data, the purposes for which Client Data and/or User Data is processed, and whether those purposes can be achieved through other means, and the applicable legal requirements), but barring legal requirements, Supplier will delete all Client Data and/or User Data (excluding Anonymised Data) within ninety (90) days' of expiration or termination of the Agreement. Supplier does not guarantee that any Client Data and/or User Data can be recovered once this Agreement is terminated and any Authorised User Accounts closed.

18. GENERAL

- 18.1** Supplier shall have no liability to Client under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that Client is notified of such an event and its expected duration. Supplier shall not be responsible for the failure of any third party systems or platforms with which the Subscription Services interact.
- 18.2** A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 18.3** Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.
- 18.4** If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 18.5** The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to their subject matter. Supplier's obligations are not contingent on the delivery of any future functionality or features of the Subscription Services or dependent on any oral or written public comments made by Supplier regarding the Subscription Services' future functionality or features.
- 18.6** Client shall not, without the prior written consent of Supplier (such consent not to be unreasonably withheld), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement. Supplier shall be free to assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement without the consent of Client but providing notice of any assignment or transfer. Supplier may also appoint a suitably qualified sub-contractor to perform or provide certain Services on its behalf. Client will continue to be liable to pay Supplier any fees due under the Agreement and shall not be liable directly for any of the subcontractor's fees or expenses. Supplier shall remain responsible for the performance by its sub-contractor of any sub-contracted Services and shall not sub-contract the Subscription Services in their entirety.
- 18.7** The provisions of clause 12 notwithstanding, Supplier shall be free to use Customer's company or organisation name and logo to identify Customer as a customer or Supplier in promotional materials or on its website without prior written consent. Customer may revoke this permission by notifying Supplier in writing to stop using its name or logo in any particular context, and Supplier shall comply with this request from the date of the notice, provided that it will have no obligation to remove or recall any use or distribution of the promotional materials before the date of the notice.
- 18.8** Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 18.9** Notwithstanding any other provisions of the Agreement, nothing in the Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.
- 18.10** Any notice required or permitted to be given under the Agreement shall be in writing and shall be delivered or transmitted to the intended recipient's address as specified in the Agreement or such other address as either party may notify in writing to the other from time to time for this purpose. It may also, in the case of notice by Supplier only, be generally notified to Clients via their account, or notified by way of email to the email address Supplier has on account for a given Client. Any notice shall be treated as having been served on delivery if delivered by hand, 4 Business Days after posting if sent by pre-paid first class post. In the case of notice served by posting on the Client's account or by email, the notice shall be deemed given at the time such upload goes live onto the website or at the time of transmission of the email (respectively).
- 18.11** The construction, validity and performance of the Agreement shall be governed by the laws of England and Wales, and the parties submit any dispute regarding the construction, validity performance of the Agreement, or its subject matter, or any non-contractual disputes, to the exclusive jurisdiction of the courts of England and Wales.
- 18.12** The Proposal may be executed in any number of counterparts, each of which will be considered an original, but all of which together will constitute the same agreement. The exchange of a fully executed valid Proposal (in counterparts or otherwise) by facsimile or electronic transmission, or its signature via DocuSign or other EIDAS compliant signature platform, or the Client's confirmation by email of its agreement to the terms of a valid Proposal, shall be sufficient to bind the parties to the terms and conditions of the Agreement.

CLIMATE ESSENTIALS LIMITED - GENERAL TERMS

- 18.13 All Professional Services and Support, the Agreement and any correspondence between the parties regarding the Agreement's subject matter shall be exclusively in the English language.
- 18.14 Supplier might make versions of the Agreement available in languages other than English. If Supplier does, the English version of the Agreement will govern Supplier's relationship. The translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.
- 18.15** Unless otherwise stated in these General Terms, no amendment or variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). The above notwithstanding, Supplier may, acting in its sole discretion, amend these General Terms or from time to time and will endeavour to provide Client with thirty (30) days' notice before making the change effective when it does so. If Client objects to any change the change shall not take effect (in relation to that Client only) until the expiry of the then current Initial Subscription Term or Renewal Period (prior to which the Client will have had an option under clause 17.4 to elect not to renew the Agreement into such subsequent term), and the version of the General Terms and/or applicable to Client until that point shall be the version applicable immediately prior to the latest update. Every time Supplier enters into a new Proposal with any Client, the terms applying to the Agreement between the Parties shall be as outlined in the relevant version of these General Terms and relevant in force at the time of the signing of the relevant Proposal.