Software as a Service ("SaaS") Subscription Agreement

This Subscription Agreement for the use of the Software (hereinafter referred to as the "Agreement" or "Contract") is made between C-MORE SUSTAINABILITY LDA, a company incorporated under the law of Portugal, tax number 516143107, registered in the Commercial Registry Office of Lisbon, with registered office at Avenida Duque de Ávila, No. 64, 7th Floor Letter A, 1050 - 083 Lisbon, hereafter referred to as "Service Provider", "Supplier" or "C-MORE" and the company identified in the Subscription Form ("CLIENT") who subscribes to use the said Software ("Service") by completing and submitting/accepting the same Subscription Form and sets out the terms on which the Software can be accessed and used.

In order to access and use the Software, the CLIENT must fill out and/or submit the Subscription Form, read and fully accept the terms of this Agreement and C-MORE's Privacy Policy and Cookies available for consultation at privacy_policy.pdf after which he/she must complete the registration process and create a profile on "ESG MATURITY". The Agreement is considered concluded, automatically accepted, without reservation, and effective between the Parties upon the electronic acceptance of said documents and the successful completion of the registration and creation of the CLIENT profile in "ESG MATURITY".

The CLIENT is advised to read this Agreement and all documents included in it carefully by reference.

If you do not agree with the content, in whole or in part, of any of the documents that constitute the Contract, please do not accept it and do not complete the registration and creation of the profile on "ESG MATURITY".

We recommend that you print a copy of this document for your records and future reference.

C-MORE reserves the right at any time to amend this Agreement and to add or withdraw terms or conditions and also to revise the Product Sheet available at https://esg-maturity.com/ and in the Subscription Form.

Any amendment to the Agreement, including all documents incorporated therein, shall be effective immediately, provided there is no degradation of the Service.

Access to and continued use of the Software constitutes acceptance of this Agreement, the Product Sheet available for consultation at https://esg-maturity.com/ and other documents incorporated by reference herein, in the version in force at any given time.

1. Definitions

Information Rating: PUBLIC(P)

1.1. In this Agreement, capitalised expressions shall have the meaning ascribed to them throughout the Clauses and in accordance with the Glossary in Annex I, which forms an integral part of this Agreement.

1.2. The headings of clauses and paragraphs do not affect the interpretation of this Agreement.

1.3. Reference to a person includes any natural or legal person or entity not legally incorporated (whether or not having legal personality), as well as their legal and personal representatives, successors or assigns.

1.4. A reference to an enterprise includes any company, group of companies or other entity, whatever legal form it may take.

1.5. References to one gender also include all possible others, and references to the singular include the plural and vice versa.

1.6. References to a document include reference to amended or later versions of that document which are public or notorious or which are disclosed to the other Party by means reasonably permitted between them for communication.

1.7. References in this Agreement to "clauses" and "annexes" are references to clauses and annexes of this Agreement; references to paragraphs are references to paragraphs of this Agreement.

2. Scope

2.1. This Agreement applies to the CLIENT's access to and use of the Software, the description and technical product specifications of which are contained in the Product Sheet available for consultation at https://esg-maturity.com/ and in the Subscription Form, Cloud Based and online, and technical support services included, provided and/or managed by C-MORE, to which the Technical Support Policy applies (collectively "Subscription" or "Service").

2.2. The Subscription may include a Setup, whose applicable terms and conditions depend on the CLIENT's choice, in the Subscription Form, of the Setup Basic or Setup Premium programe.

2.3. The CLIENT may activate an additional bag of hours for the amount and in the other terms described in the Subscription Form.

2.4. The Subscription shall not include national or international travel, stays, meals, additional meetings, and any other operating expenses not expressly provided for in this Contract.

2.5. This Agreement and any orders, forms, attachments and other documentation, constitute the entire contract between the CLIENT and C-MORE.

3. Subscription

3.1. From the Subscription Date through the Termination Date, as identified on the Subscription Form (the "Subscription Term"), C-MORE will (i) make access for use of the Software available to CLIENT solely for CLIENT's internal business purposes in accordance with the terms and conditions set forth in this Agreement; and (ii) provide the Service in a manner consistent with general industry standards reasonably applicable to its provision.

3.2. The CLIENT agrees that the subscription to the Software as a service does not imply the delivery or the promise to deliver any software code, documentation, specific functionality not identified in the technical description of the product, service, performance, evolution or any other future features of the Software, which, are left exclusively to the discretion and convenience of C-MORE.

4. Dimension

4.1. Subject to the limits of functionalities coverage and number of Users, as established in the Subscription Form, the CLIENT may designate the CLIENT's collaborators who may access and use the Service - provided that, such collaborators are integrated in the CLIENT's internal organization and operation - for that purpose, requesting the access credentials for those who access and use the Software ("Users").

4.2. The CLIENT understands and agrees that the ADMIN activity of its Users is carried out at its own risk and that it is solely responsible for such activities.

4.3. Unless otherwise stated in the Subscription Form (e.g. in case the CLIENT is benefiting from a special volume discount or similar) the CLIENT may increase or reduce the Dimension upon written notice to C-MORE at least 30 (thirty) days in advance, provided that this does not imply a negative variation of more than 20% in cases where the CLIENT has benefited from a volume discount, with which, the cancellation of this Subscription and corresponding Subscription Form will occur and a new negotiation for a new Subscription agreement will take place.

5. Service

5.1. The Service comprises the coverage of functionalities and level of service chosen by the CLIENT at the time of Subscription, if/as available and depending on such availability.

5.2. C-MORE undertakes to use commercially reasonable efforts to provide Support to the CLIENT in accordance with the Service Levels set out in this Agreement and with the provisions of the Technical Support Policy, for as long as the CLIENT subscribes to the Service and remains regular in respect of payment of Service fees.

5.3. Clause 5.2 does not apply to the extent that any non-compliance is caused by the CLIENT or use of the Service contrary to C-MORE's instructions, modification or alteration of the Service by third parties other than C-MORE.

5.4. C-MORE:

5.4.1. does not guarantee that the CLIENT's use of the Service will be uninterrupted or error-free; or that the Service and/or the information obtained by the CLIENT will meet any and all of the CLIENT's requirements;

5.4.2. is not responsible for the quality, promptness, sufficiency or correctness of the operation of the Software in the execution of instructions for processing any data (including Personal Data) by the CLIENT, materialized in the options of use of the same Software;

5.4.3. is not responsible for any voice and data transmissions through communication networks and facilities external to C-MORE's Infrastructure, including the internet, and the CLIENT acknowledges that the Service may be subject to limitations, delays and/or other problems, risks and/or vicissitudes arising from these external factors, external to C-MORE; and

5.4.4. shall not be liable for any failure to perform its obligations, to the extent that such failure occurs when the CLIENT is already in default or previous breach of any of its obligations under this Agreement.

6. Changes to the Service

6.1. C-MORE may make any changes to the Service, the way it is delivered or is maintained/operated, at its sole discretion, including, without limitation, changes in infrastructure, functionalities, adopted Service organization rules, location of servers supporting the Service, procedures for creating and/or managing or monitoring Users, type of terminal equipment compatible with the Service, compatibilities, security, connectivity requirements, or others, provided that such changes, whenever possible, do not cause considerable disruption or degradation in the Service. In the event of any changes that, in C-MORE's reasonable determination, have any of those effects on the CLIENT, C-MORE will communicate to the CLIENT in writing such changes, possible impacts and will seek to provide support and guidance in the necessary adaptation of the CLIENT so that anticipated impacts on the CLIENT's operation do not occur or have as little impact as possible.

6.2. <u>Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to create for C-MORE an obligation to implement or not to implement any service changes, even if impacting the CLIENT.</u> C-MORE is neither responsible nor obligated to make any changes to the Software for the sole purpose of satisfying the CLIENT's specific requirements or any other purpose.

7. Additional professional services

7.1. The CLIENT understands that customisations, developments or any changes, even if marginal, to any of the variables or assumptions contained in the Proposal, may imply the need to change the scope, duration, effort and costs of the Service, as well as affect the level of compliance by C-MORE, so they will be considered additional professional services.

7.2. The additional professional services referred to in the preceding paragraph shall be agreed between the Parties, using the Change Requests (CRs) procedure. The rates in force at any given time shall apply, without prejudice to the parties' ability to agree ad hoc on different rates for the services to be provided.

8. Software Evolution

8.1. C-MORE may, at its sole discretion, evolve the Software and make available new Versions or Upgrades of the Software. The CLIENT acknowledges that new Versions or Upgrades may have additional costs, change the way the Service is accessed or used and may change the need for compatibility, connectivity, performance, feature coverage or any other aspect of its operation.

8.2. The introduction of new features in the Software, to comply with legal requirements or in order to improve its functioning, operation, performance, etc., may, in certain cases, give rise to a price change or require the purchase of a new version of the Software separately, WITHOUT

C-MORE MAINTAINING THE OBLIGATION TO CONTINUE SUPPORTING THE PREVIOUS VERSION THAT IS DISCONTINUED.

9. Service Level Agreement (SLA)

9.1. The Service Level Agreement for the availability of the Software (SLA) in force at each moment is available at https://esg-maturity.com/.

9.2. Any deviations from the SLA that are due to the action of third parties external to C-MORE, Maintenance Windows (as defined below) or Force Majeure reasons are not accounted for and do not entitle the CLIENT to any compensation, discount or reduction of Fees.

9.3. **Maintenance Windows**. C-MORE will perform periodic maintenance of the Software, to assess the need for improvements and to ensure its maintenance and evolution (hereinafter "Maintenance Windows").
Maintenance Windows will be performed as often as necessary and will last as long as strictly necessary for the purposes described.

C-MORE will endeavour (but does not guarantee) that Maintenance Windows are scheduled in advance and occur outside of daytime business days and hours in the CLIENT's geography.

10. Subscription Term. Renewals

10.1. The Subscription will commence on the Subscription Date, with a term of 12 months, and will be automatically renewable for successive and identical periods unless:

10.1.1. The CLIENT objects to the renewal by giving C-MORE at least 30 days' written notice;

10.1.2. The CLIENT terminates the Subscription at any time, subject to the obligation to pay all applicable Fees for the Subscription period, without any reduction for unused time. For the clarification of any doubt, the CLIENT is not entitled to a refund of any prepaid amounts relating to the Service and any unpaid amounts relating to the Service for the Subscription period shall automatically become due and payable within 30 days.

10.1.3. The C-MORE denounces or unilaterally revokes the Contract, under the terms set out herein, by means of communication to the CLIENT by electronic means.

11. Responsible Use of Service Policy

11.1. The CLIENT undertakes to access and use the Software in a responsible, cautious manner, without damaging or compromising its regular operation and/or accessibility.

11.2. The CLIENT undertakes to inform any Authorised Users of the rules relating to the use of the Service.

11.3. In relation to Authorised Users, the CLIENT undertakes to:

11.3.1. does not exceed the number of Users corresponding to the Subscription Dimension he/she has purchased, nor to allow access to and use of the Software by Users outside CLIENT's organisation;

11.3.2.   not permit the access credentials of an Authorised User for a Subscription to be used by more than one user (other than the Authorised User alone);

11.3.3.   ensure that each Authorised User maintains a secure password for their use of the Service, that it is changed frequently and kept personal, non-transferable and confidential;

11.3.4.   maintain an up-to-date list of Authorised Users;

11.4.   If the CLIENT is paying a Subscription fee that is lower than the actual Subscription, then, without prejudice to any other rights that C-MORE may have under the applicable law, the CLIENT shall pay C-MORE the correct Subscription amount according to the actual sizing to be counted from the date of commencement of the Subscription until the date on which the undersizing was detected and thereafter until the end of the Subscription and all renewals thereof, if any. The Subscription fees will always be cumulatively updated in accordance with the preceding rule, as many times as an undersizing is detected, without limitation.

11.5.   The CLIENT must not access, store, distribute or transmit any content, data or information to the Software that:

11.5.1.   is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

11.5.2.   facilitates illegal activities;

11.5.3.   show sexually explicit images;

11.5.4.   promotes violence or incites hate;

11.5.5.   is discriminatory; or

11.5.6.   in any way, is unlawful or causes damage or any form of injury to any person or entity.

11.6.   Without prejudice to the provisions of the previous paragraph and except to the extent that the contrary is imposed by mandatory law or is expressly permitted in this Contract, the CLIENT may not:

11.6.1.   copy, modify, clone, replicate, create derivative works from, distribute, disseminate, download, display, transmit, in whole or in part, in any form or by any means, the Service or Software;

11.6.2.   sell, resell, license, sublicense, distribute, make available, rent, lease, assign, confer the use or forbearance of use, transfer, display, or otherwise exploit the Service (even for no economic benefit and without fee or consideration), or use the Service for gift-sharing, timeshare, cost-sharing, agency services, or any other mechanism;

11.6.3.   accept, authorize or permit the reproduction, reverse engineering, decompilation, disassembly or any attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Software, as well as modify, translate or create derivative works from the Service or the Software;

11.6.4. remove any proprietary notices, trademarks or references to C-MORE in the Software, the Service or its outputs;

11.6.5. access by any means and for any purpose to all or part of the Service (including, by using mere observation) to create a product or service that competes with the Software or the Service;

11.6.6. access and/or use the Service for illegal, fraudulent practices or practices prejudicial to the rights of third parties, offensive, threatening, malicious, abusive, defamatory, harassing, obscene or indecent acts, nor for the promotion of hatred, violence or intolerance of any nature;

11.6.7. make available or disseminate any material that contains or may contain viruses, worms, Trojan horses or other item or computer code, files or programs that may interrupt, destroy or limit access to, availability of, or performance of the Service or Software, or that may adversely affect the image of C-MORE;

11.6.8. use or launch (even tentatively) any automated system (including, without limitation, any bots, robots, spider or any unauthorised automated process) that could/does cause any limitations to the Service, manipulate or take over the Service;

11.6.9. interfere with (or attempt to) disrupt, circumvent, disable, or otherwise attempt to immobilise or crack the security of the Service, or the infrastructure that supports it;

11.6.10. perform any systematic or automated data collection activities (including, without limitation, scraping, extraction and collection of data) without the express written consent of C-MORE.

11.6.11. use the Service to defraud, swindle or otherwise mislead others, whether by providing false or manipulated information or in any other way, regardless of whether the purpose in itself may not be to cause any harm;

11.6.12. attempt to obtain or assist any third party to obtain access to the Service except as permitted by this Agreement;

11.7. The CLIENT is jointly and severally liable with the Authorised Users or any other users who, from his or her system or infrastructure, and/or using (even if fraudulent) his or her credentials, access the Service and in any way violate the terms of this Agreement and/or the Responsible Use Policy.

11.8. The CLIENT shall use all reasonable efforts to prevent any unauthorised access to or use of the Service in an unauthorised way or contrary to the terms of this Agreement, undertaking to notify C-MORE immediately if it detects a situation that may indicate or demonstrate otherwise.

11.9. C-MORE reserves the right to block (temporarily or permanently) the access of the CLIENT and his or her Authorised Users, to the Service (albeit pre-emptively and without any prior notice) if it has credible suspicion or confirmation that a breach (or attempted breach) of any of the provisions of this Agreement has occurred.

11.9.1. Suspension under this Clause does not entitle the CLIENT to any compensation for the entire time it takes place, whether in reduction of the amount of fees payable, or any other compensation.

11.9.2. C-MORE does not guarantee the re-establishment of any Service which has been suspended under this Clause.

12. Operation of the Service.

12.1. To use the Service the Client must register and create an account.

12.2. During the registration process, C-MORE will request several personal information, including name and email address, as well as organisation details for the purposes of providing the Service, which will be handled in accordance with the terms of this Agreement and C-MORE's Privacy and Cookies Policy, available for consultation at privacy_policy.pdf.

12.3. The persons responsible to the CLIENT for communicating with C-MORE and sending any notices, notifications that should occur in the course of the Subscription, will be, unless otherwise specified at the time of Subscription, the Users with ADMIN privileges.

13. Access to the Service. Authorised Users

13.1. Upon confirmation of payment due under this Agreement, C-MORE grants CLIENT a limited, non-exclusive, non-transferable and revocable (for default) right to allow Authorised Users to use the Service, for its intended purpose, in accordance with the terms of this Agreement, in accordance with the Dimension, for internal use within CLIENT's organisation or for the regular conduct of its business, including that of its Affiliates, excluding any and all commercial use in competition or overlap with C-MORE and for the agreed Subscription Period.

13.2. In relation to the access granted through this Agreement to Authorised Users, the CLIENT undertakes to:

13.2.1. Not to allow more users to access the Software than the number of accesses that have been acquired;

13.2.2. Do not allow each access code to be used by more than a single user;

13.2.3. Ensure that each Authorised User maintains the confidentiality of his/her access code to "ESG MATURITY";

13.3. Should it be found during an audit that access credentials have been made available to a person who is not an Authorised User, C-MORE may, in addition to any other contractually provided or legally established rights, prevent access by such users, without this being considered a breach of the Agreement and without any compensation being required from C-MORE;

13.4. In the case provided for in the preceding paragraph, the CLIENT undertakes to pay the amount corresponding to the accesses being made by someone who is not an Authorised User for the entire period of the Subscription in progress.

14. Additional Services and Users

14.1. The CLIENT may at any time request that C-MORE provide additionally:

14.1.1. Additional subscriptions for more Users and/or functionalities.

14.2. If the CLIENT wishes to purchase additional User Subscriptions, the CLIENT shall notify C-MORE in writing. C-MORE will evaluate such request for additional User Subscriptions and respond to the CLIENT with approval or rejection of the request.

14.3. The additional Subscriptions referred to in the previous paragraph will be charged to the CLIENT in accordance with the commercial conditions in force at C-MORE on the date of the additional Subscription.

14.4. Additional Subscriptions will be charged by C-MORE by the contracted means of payment or other means to be agreed upon, in accordance with the terms and conditions of payment in force at the time.

14.4.1. The subscription term for the new accesses will run in parallel with the terms of the Accesses that the CLIENT has acquired and that are in progress, applying the terms and conditions that are in force on that date and the terms of this Contract, in the version in force on that date.

15. Service Availability. Disclaimer

15.1. C-MORE does not guarantee any results when using the Service.

15.2. The CLIENT understands and accepts that:

15.2.1. the form, configuration and mode of provision of the Service may be changed from time to time without notice;

15.2.2. C-MORE may suspend or deny access to all or part of the Service, without notice and for reasonable cause;

15.2.3. C-MORE partners, including technology partners (which include Cloud providers) are solely responsible for the services they provide, with limitation. C-MORE assumes no responsibility for the consequences of non-performance, defective performance or non-compliance of any service provided by C-MORE partners;

15.2.4. C-MORE may change and revise its business model, including (without limitation) revising and updating its pricing, or ceasing to provide free access to a functionality or service and making such access payable.

In these latter cases, the CLIENT shall receive written notice and shall have a reasonable period of time to accept or reject such changes. Rejection of the proposed changes implies unilateral revocation of this Contract by the CLIENT and the Service will be cancelled at the end of the current Subscription period.

16. Service Fees and Payment

16.1. The price of the Subscription (Initial and/or Renewals) for the Service (hereinafter the "Fees"), will depend on the specific subscription model the CLIENT chooses in the Subscription Form.

By selecting a specific Subscription model and/or features, add the product to the shopping basket and/or proceed to check-out (using the chosen payment method), in the strictly online subscription component, the CLIENT will be agreeing to pay that amount under this Agreement.

16.2. C-MORE does not operate any refund, discount or any revision of Fees for any reason whatsoever. Fees are fixed, non-revisable and non-refundable upon activation of the Service by the CLIENT, which operates from the creation and registration of the CLIENT in the Software.

16.3. CLIENT must associate an electronic means of payment, without which, C-MORE may not be able to process payments of Fees and maintain access to the Service.

16.3.1. Certain payment methods may be temporarily unavailable, may have additional costs or particular conditions apply.

16.3.2. The processing of Credit Card Fees will be processed directly by a payment intermediary, outside the spectrum of influence, control or responsibility of C-MORE.

16.3.2.1. The CLIENT acknowledges and agrees that:

16.3.2.1.1. Payment intermediaries may charge expenses and fees for the transaction, which will then be added to the Fees.

16.3.2.1.2. Payment intermediaries may use tools, software or services to process transactions on behalf of the CLIENT. If payment is not received for any reason, the CLIENT agrees to pay all Fees due immediately upon C-More's request using another available payment method.

16.3.2.1.3. Payments processed by a Payment intermediary involve the transmission of financial data and therefore qualify as sensitive, and the Privacy Policies of such intermediaries apply to such processing activities.

16.3.2.1.4. C-MORE has no responsibility for the processing of Personal Data or any incidents occurring with such Personal Data during the payment processing activity.

16.4. The CLIENT authorises C-MORE to debit the means of payment added under the previous paragraph:

a) on the date of the application for subscription, in relation to the payment of the initial amount; and

b) until 30 days before the end of the current Subscription term, for the payment of the automatic renewal of the accesses to the "ESG MATURITY" Software, if that is the case.

16.4.1. The payment of the first Subscription period and renewals is made according to the option selected by the CLIENT in the Subscription Form and may be changed by the CLIENT at any time for the next payment period, which may involve duly communicated price changes, in the "ESG MATURITY" online management centre.

16.4.2. If the CLIENT opts for the annual payment, he/she will not be able to demand from C-MORE the payment of the fraction corresponding to the unused period in case of termination of the Agreement for any reason.

16.4.3. The lack of effective use of all the functionalities of the Service or of all the Authorised Users does not give the CLIENT the right to any refund or reimbursement of any portion of the amount of Fees paid.

16.5. Unless otherwise stated in the Subscription Form, the payment of the Subscription Fees for the Service (Initial or any Renewal) shall be made on a prompt basis, with the Subscription, and prior to the effective start of use of the Service.

16.6. If the CLIENT fails to pay the Fees due on time, C-MORE shall be entitled not to conclude the Subscription transaction and to cancel the (online) sale and/or, in the case of Subscription renewals or other specific agreements with the CLIENT, to charge interest on the overdue amount from the due date until the date of actual payment, at the interest rate Euribor (6 months) + 3%, plus all costs incurred in enforced collection (including lawyers' fees and/or court costs).

16.7. Without prejudice to the previous number, C-MORE reserves the right, without prior notice and at any time, to suspend access to the Service in the event of non-compliance with payment obligations by the CLIENT until the situation is remedied.

16.8. C-MORE reserves the right to update the Fees each calendar year in accordance with the applicable EURO zone inflation indicator published by EUROSTAT for the calendar year in question.

17. Conditions of Trial Subscription

17.1. The CLIENT may trial subscribe to the Software and observe its operation and results, for a limited period which will be described in the Subscription Form ("Trial Subscription").

17.2. The conditions of this Clause and the rest of these terms and conditions, which by their nature are generally applicable, including but not limited to provisions on confidentiality, data protection, legal compliance, intellectual property, warranties, limitation of liability, applicable law and/or dispute resolution, shall apply to the Trial Subscription.

17.3. After the Trial Subscription period, the Software is automatically subscribed, in the subscription model selected by the CLIENT in the Subscription Form, and the terms and conditions set out in this Agreement apply.

17.4. For the purposes of paragraph one, the CLIENT shall, within thirty (30) days from the date of signature of this Agreement, deliver to C-MORE, at no cost to C-MORE, the business information necessary and/or convenient for C-MORE to deliver the service output of the Software.

17.4.1. The CLIENT declares and warrants that the business information delivered is necessary and that it has the legitimacy and powers to make such delivery.

17.4.2. C-MORE will use CLIENT's business information only for the purposes of the Trial Subscription and will not transfer it to any third party, unless expressly indicated otherwise by the CLIENT.

17.4.3. The CLIENT acknowledges and accepts that the analytical results on the CLIENT's business data generated by the Software constitute a derivative work of the Software, which is inseparably integrated therein. CLIENT's raw business information shall remain the property of CLIENT, while the analytical results on CLIENT's business data generated by the Software become the property of C-MORE as part of the Software.

17.5. Upon Trial Subscription by the CLIENT, C-MORE grants the CLIENT a limited, non-exclusive, non-sublicensable Trial Subscription to use the Software during the trial period. No other subscription or license is implied or assumed to be granted to the CLIENT, except for the automatic subscription to the Software beyond the trial period provided for in Clause 17.3.

17.6. During the Trial Subscription, the CLIENT is allowed to use the results of the Software delivered by C-MORE in its internal organizational environment in order to observe its operation, better

understand its functionalities, as well as analyze and test the behavior and capabilities of the Software.

17.7. The CLIENT shall not use or permit the Software to be used by any third party or for any purpose other than that specified in the preceding paragraph. The conditions of use and restrictions set out in Clause 11 of this Agreement shall apply to the Trial Subscription with due adaptions.

17.8. For the Trial Subscription the CLIENT shall pay the amount set out in the Subscription Form and the provisions of Clause 16.5 shall apply.

17.9. Without prejudice to the preceding paragraph, the CLIENT may activate an additional pack of hours for the amount and on the other terms described in the Subscription Form.

17.10. Each Party represents that it will perform its obligations on the understanding that the other Party will also perform its obligations. Each Party shall be solely responsible for any costs and expenses it incurs in connection with the Trial Subscription.

18. Data Processing

18.1. Without prejudice to the other provisions contained in the Agreement under and for the purposes of the General Data Protection Regulation (EU 2016/679 of the European Parliament and of the Council of 27 April), the Parties undertake to:

i. keep any and all Personal Data strictly confidential and use it only and exclusively for the purposes provided herein;

ii. implement appropriate security, technical and organisational measures to protect Personal Data against accidental or unlawful loss, tampering and/or destruction, unauthorised disclosure or access and against all other unlawful forms of processing;

iii. to maintain strict confidentiality regarding the data made available to it, even after the termination of this agreement;

iv. ensure that its employees and collaborators with access to the data processed comply with the obligation of confidentiality foreseen in the previous paragraph and are adequately trained in data privacy.

18.2. Within the scope of this Agreement, the Parties may collect and process Personal Data of the legal representatives of the Counterparty for the management of the Agreement as well as of its employees or other collaborators for activities related to the management of the Agreement and/or the functioning and/or the operation/maintenance of the Service ("Employee Data").

18.2.1. The CLIENT understands and agrees that refusal to provide certain Employee Data for the purposes of the Service may mean that C-MORE is unable to adequately provide the Service.

18.2.2. The Service is not capable of collecting and/or processing any Personal Data of individuals or identifiable individuals, including, without limitation, any Employee Data.

18.2.3. In the event the CLIENT transmits to the Service, even if only temporarily, Personal Data during the operation of the Service ("Personal Data of Operations"), the CLIENT accepts that such transmission is on his or her account and entirely at his or her risk.

18.2.4. Employee Data will be processed outside the Service, by C-MORE, solely for the purposes of the Contract, namely to:

i.   so that the Service can be provided to the CLIENT and C-MORE can fulfil its contractual obligations, namely, the execution of the service request, response to requests for clarification and queries, use of the chat, content sharing, dissemination of news and other information and order processing, including the execution and issue of invoices and payment management, as well as the production of Service outputs for the Client;

ii.   improve the User experience;

iii.   ensuring the maintenance and security of the Website and the Service, monitoring the quality of the Service and its improvement;

iv.   statistical purposes and statistical analysis, which will only be conducted on top of anonymised data layers.

18.3. The Service is provided, managed and maintained from servers located in the European Union, in the context of the contractual relationship established and only and exclusively for its specific purposes.

18.3.1. The CLIENT understands and accepts that the security, organisational and technical measures offered at the level of the Service's infrastructure are those that correspond to the Cloud service contracted, whose details and additional technical information may be provided by C-MORE upon written consultation by the CLIENT. By choosing the Service, the CLIENT declares that such security measures have been reasonably assessed and that they are appropriate and sufficient to the risks of processing the Data in question.

18.4. Under the terms and for the purposes of the provisions of the Data Protection Legislation, the CLIENT is the entity in charge of the Processing of Personal Data of Operations, the choice of the Service, the configuration of the Service and the instructions of use that the CLIENT makes of the Software, options relating to the processing activities of Operations Personal Data of the CLIENT, without any subcontracting relationship being established with the C-MORE.

18.5. Any changes to the scope of processing of Personal Data will be subject to written agreement by the Parties.

18.6. The CLIENT shall possess all rights, titles and interests relating to all Employee Data and Personal Data of Operations and shall be solely responsible for the legality, reliability, integrity, accuracy and quality of such data.

18.7. C-MORE adopts backup procedures according to the features of the Service selected by the CLIENT and it is the CLIENT's responsibility to back-up and refresh his/her Operations and Employees Personal Data in his/her own organization, infrastructure and systems, according to his/her own internal policies and procedures.

18.8. C-MORE will not be liable for any loss, destruction, alteration or disclosure of Personal Data of Operations and neither for any other caused by third parties (including in the Cloud infrastructure that supports the Service), except when such loss, destruction, alteration or disclosure results from the failure, by way of willful misconduct or gross negligence, directly and exclusively attributable to C-MORE, in the implementation of its own security, organizational and/or technical measures, in which case, the limits of liability contracted herein will apply.

18.9. The provisions of this clause shall remain in force beyond the termination of this Agreement for as long as the Parties carry out data processing operations on the other.

19. Intellectual and Industrial Property Rights

19.1. All copyright and other intellectual or industrial property rights relating to the Software and/or the Service, as well as those inherent in the Service output provided to the CLIENT, are the property of C-MORE and its licensors. All modifications, updates and extensions of the Software shall be considered an integral part of the Software.

19.2. C-MORE retains full, exclusive and unrestricted or unreserved ownership of all Intellectual Property Rights in the Services and any content associated therewith, including copyrights, trademarks, trade and business secrets, patents and other proprietary rights held by it under any applicable laws anywhere in the world, and all applicable moral rights thereto.

19.3. The CLIENT may not (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time-share, offer in a service agency, or otherwise make the Service available to third parties, other than Authorized Users; (ii) modify, copy or create any derivative works based on the Service; (iii) not accept, authorize or allow reproduction, reverse engineer (except as provided by mandatory rules of applicable law).

19.4. Access, display, or transfer of the contents of the Software by the CLIENT or any of its authorized Users depends on respect for the Intellectual Property Rights of C-MORE and its licensors, which protect these contents. It is prohibited to extract, use, reproduce or disclose the contents of "ESG MATURITY" for commercial purposes and its modification or incorporation into any article, publication, website, or other Software, except for the disclosure of software outputs, previously agreed upon, and for the delivery of reports to competent entities at their request, or within the scope of the regular exercise of the CLIENT's activity, provided that C-MORE's trade secrets and Intellectual Property Rights are preserved. The extraction, use, reproduction and disclosure of the content for non-commercial purposes are subject to the limitations and conditions imposed by the applicable law.

19.5. The CLIENT understands and accepts that the data and information that the CLIENT uploads to the Service will be subject to processing in the Service itself, for the purposes for which it is intended, giving rise to optimised, improved (derived) data, information that includes the output of the Service ("Content"). The CLIENT grants C-MORE a worldwide, non-exclusive, perpetual, irrevocable, prepaid, royalty-free, fully transferable and sub-licensable license to use the data and information that the CLIENT uploads to the Service, for the purposes of the provision of the same Service, for its continuous improvement and constant evolution and updating, as well as for statistics, analytics and development of the Software.
The Content is incorporated into the Software, and the foregoing paragraph 17.1 applies.

19.6. So long as the CLIENT remains in compliance with this Agreement (including the obligations that shall survive its termination for any reason) C-MORE grants to the CLIENT a limited, non-exclusive, revocable (for default), pre-paid, royalty-free, non-transferable or sub-licensable licence for the CLIENT to access, use and/or disseminate the Content, in an integrated manner and as resulting from the Service (without alteration of any nature whatsoever), for the CLIENT's internal purposes in the ESG area, excluding any and all commercial use and/or in competition with C-MORE and its licensors.

19.7. Other than as provided herein, no content of the "ESG MATURITY" Software shall be construed as granting any license, authorization or right to use any intellectual or industrial property.

Misuse or abuse of the trademark or any other content of the "ESG MATURITY" Software is expressly prohibited, except as provided in this Agreement.

19.8. C-MORE will use all legal mechanisms to protect and enforce its intellectual or industrial property rights.

19.9. Without prejudice to the provisions contained in this Agreement regarding acceptable use, the CLIENT may not disassemble, decompile, retrovert or apply other procedures to discover the source code of the Software, nor may he or she use any content or components of the Service, for the development, production or commercialization of competing computer programs.

19.10. If CLIENT provides C-MORE with any suggestions, comments, feedback, improvements, information, ideas or other feedback regarding the Service or the "ESG MATURITY" Software, regardless of format or context (collectively, "Feedback", "Comments" or "Suggestions"), CLIENT grants C-MORE a worldwide, perpetual license, non-exclusive, irrevocable, sub-licensable and transferable, prepaid and free of royalties or any other payment, to C-MORE to use, copy, disclose, license, publish, communicate, distribute and exploit, any Feedback in any format and in any form, without any obligation, payment or restriction.

19.11. Infringement by the CLIENT or by its employees/service providers, of C-MORE's Intellectual Property Rights, in addition to justifying the automatic termination of this Agreement (it being understood that there is no adequate remedy for the breach), constitutes the CLIENT in the obligation to pay compensation to C-MORE under the general terms of law.

20. Limitation of Liability

20.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

20.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND UNLESS OTHER TERMS ARE MENTIONED IN THIS CONTRACT, IN NO EVENT SHALL C-MORE'S AGGREGATE LIABILITY EXCEED, in each period (unit and non-aggregate) 12 months;

20.2.1. for all events (or series of events) arising in that period, the total Subscription Fees paid by the CLIENT in the last 6 months;
Notwithstanding that;

20.2.2. for all events (or series of events) arising in that period, related to breach in matters of Data Processing and/or Confidentiality, directly and exclusively attributable to C-MORE's gross negligence or willful misconduct in the provision of the Service, its operation or maintenance, the total Fees paid by the CLIENT in that period, less the costs incurred and demonstrated, with the infrastructure.

20.2.3. It is clarified that the aggregate and total amount of C-MORE's liability shall in no event exceed the amount set out in 19.2.2.

20.3. The liability of either Party shall not be subject to a liability cap in the following cases:

20.3.1. death or personal injury;

20.3.2. damage to tangible property of the counterparty;

20.3.3. damage determined by fraud, fraudulent action, willful misconduct or gross negligence;

20.3.4. when, by mandatory provision of the Law, the liability cannot be subject to any limitation or exclusion;

20.3.5. unauthorised use by the CLIENT of any Service and/or any failure by the CLIENT to pay any Fees due under the Contract.

20.4. All liability which is not expressly assumed in this Agreement is excluded to the fullest extent permitted by law.

20.5. The Parties acknowledge and agree that the limitations and exclusions of liability set out in this Clause are reasonable and have been agreed taking into account the commercial value of this Contract to each Party and the commercial position of each Party.

21. Confidentiality

21.1. The Parties undertake to keep the Confidential Information secret and shall not disclose, copy, reproduce or distribute any part of the Confidential Information or make it available to any third party without the prior written consent of the other Party.

21.2. Each Party is the sole and exclusive owner of its Confidential Information and may only use the Confidential Information of the other Party solely for the purposes of this Agreement.

21.3. The use of Confidential Information of the other Party does not in itself imply the granting of any intellectual property right.

21.4. The Parties undertake to keep Confidential Information secure and properly protected against theft, damage, loss and unauthorised access (including electronic access) and shall notify the other Party immediately if they become aware of any information that has been (or is likely to be) disclosed to, or obtained by, a third party and shall take such steps as are reasonably necessary to mitigate any adverse effect of such disclosure.

21.4.1. The confidentiality obligations in this Clause shall not apply to the extent that:

21.4.2. the disclosure is required by law, regulation or order of any competent regulator or governmental entity (including a stock exchange) and the Party concerned shall promptly notify the other Party of such disclosure so that the other Party may take such precautionary measures as it deems appropriate;

21.4.3. Confidential Information is disclosed by a Party with the prior written consent of the other Party;

21.4.4. The receiving Party demonstrates that, at the time of receipt, the Confidential Information was or subsequently came into the public domain, provided that this did not occur as a result of a breach of the terms of this Agreement;

21.4.5. The Confidential Information is already in the lawful possession of one Party prior to its disclosure by the other Party.

21.5. Upon receipt of a written request to that effect or upon termination of the Agreement, each Party shall take the following actions:

21.5.1. Return to the other Party all documents containing Confidential Information of the other Party, including those residing in backups.

21.5.1.1. In the case of C-MORE, this obligation is fulfilled in the Service. In the last 30 days before the end of the Subscription and up to 30 days after the end of the Subscription, the CLIENT may access his/her area in the Service to extract all Data and/or Confidential Information

stored there. C-MORE will not have any other means of access to Data in the Service, so it will not be able to fulfill the obligation except by this way of the Service.

21.5.2.   Delivery to the other Party, if requested, of a certificate signed by an authorised representative confirming that the obligations contained in the present Clause have been fulfilled.

21.6.   The obligations under the preceding paragraph shall not apply to the extent that the Party concerned is obliged to maintain the Confidential Information by virtue of any applicable law, regulation or order of a competent judicial, governmental, supervisory or regulatory body.

21.7.   The confidentiality obligations set forth in this Clause subsist even after the termination, for any cause, of the present Contract, for a period of 3 (three) years.

21.8.   The Parties shall ensure compliance with this confidentiality principle and shall be jointly liable with their Employees and all those with whom, within the scope of this Agreement, they may contract.

22. Advertising and authorisation for use as a reference

22.1.   The Parties agree that C-MORE may, and without prejudice to its obligations under the duty of confidentiality:

(a) Making public reference to or listing the CLIENT's name and/or describing in general terms the Services provided, in order to demonstrate its professional experience and turnover in a given area or geography;

(b) To use the name, image and distinctive signs of the CLIENT in question as its reference in proposals, presentations and marketing material that it may prepare.

22.2.   The C-MORE undertakes not to make, under any pretext or under any circumstances, statements or present references to the CLIENT when these are not permitted under the terms of the law or may be harmful to its good name, or, in any way, be considered false, incorrect, of restricted access or confidential.

22.3.   The use for commercial reference and professional background, in favour of C-MORE, will not be remunerated to the CLIENT, whether as a contribution to the CLIENT's marketing funds or otherwise.

23. Unforeseen or Force Majeure Circumstances

23.1.   When, during the term of this Agreement, an event or fact considered as Force Majeure occurs and prevents the performance of the obligations on the date and time contractually established, the deadline for compliance shall be delayed by the period corresponding to the delay resulting therefrom, without prejudice to all possible efforts by the Parties to minimize the consequences of the event.

23.2.   The Party that intends to invoke a case of Force Majeure shall, as soon as it becomes aware of it, notify the other Party in writing, immediately proving the event invoked and its effects on the performance of the Contract.

23.2.1.   In the case of C-MORE, it may issue notices and communications in this regard directly on the website or the Service, as well as communicate to the CLIENT's reserved area, without being obliged to make communications by other means.

23.2.2. The Contract shall expire in the event its performance becomes definitively impossible or the impossibility of its performance lasts for a period superior to 90 (ninety) days, due to Force Majeure, and no compensation shall be due for non-performance.

23.2.3. Subscription fees may be deducted to the extent that the CLIENT has been unable to receive all/part of the Services, to the extent that this occurs as a result of a Force Majeure Event.

24. Revocation, Expiry, Cancellation, Termination of the Contract

24.1. The Parties may by mutual written agreement revoke this Agreement.

24.2. This Agreement shall automatically terminate in the event of:

a) Termination of the activity of either Party or its suspension for more than 30 days;

b) Declaration of bankruptcy or insolvency of any of the Parties, implementation of reorganisation or revitalisation measures or similar procedures, or in the event of a general assignment of assets for the benefit of its creditors, as well as in the event of the appointment of liquidator or administrator of the assets of the Party.

24.3. A Party (the "Defaulting Party") shall be deemed to be in breach or in default if:

a) breaches an obligation owed to it under this Contract without it being possible to remedy such breach in terms acceptable to the Party that would benefit from the breach;

b) breach an obligation owed to it under this Contract without having remedied the breach within thirty (30) days of receiving written notice demanding that the breach be stopped or remedied;

(each a "Event of Default").

24.4. The CLIENT shall be deemed to have committed an Event of Default if it fails to pay Fees due to C-MORE beyond thirty (30) days after receiving written notice from **C-MORE** to do so; if it breaches (or attempts to breach) provisions designed to protect C-MORE's Confidential Information or Intellectual and/or Industrial Property, or in the other cases provided for in the sections below concerning obligations to comply with ethical, sustainability, corporate responsibility, anti-corruption, anti-money-laundering or similar rules.

24.5. C-MORE shall be deemed to have committed an Event of Default if, due to a fact directly and exclusively attributable to it, it fails to meet the Service availability SLA stated in this Contract for three consecutive months or six months interspersed (unless the unavailability of the Service is directly attributable to the CLIENT, to a third party outside C-MORE's control- which includes its Business partners, including but not limited to Cloud service providers, or arises from Force Majeure or a cause that contractually justifies not accounting of the SLA).

24.6. If an Event of Default occurs, then:

24.6.1. if the CLIENT is the defaulting Party, C-MORE may suspend the Service or the Service SLA;

24.7. if C-MORE is the defaulting Party, the CLIENT may withhold payment of any outstanding Fees until the breach is remedied and performance of the Contract is restored.

24.8. The non-defaulting Party may give notice of breach to the defaulting Party, which shall have thirty (30) days to remedy such breach, if such breach can be remedied, in which case, it shall have thirty (30) days to take all available and appropriate steps to begin to remedy the breach and shall proceed as soon as practicable thereafter to effect the remedy. The notice of breach

shall cease to have effect if the breach is remedied. If the breach cannot be remedied, the non-defaulting Party may terminate this Agreement with immediate effect.

24.9. The termination of the Contract means the immediate extinction of any rights or obligations assumed by the Parties, except:

a) Those provided for in this Agreement or in the law regarding confidentiality, personal data and Intellectual Property Rights;

b) Any payments or compensation to which the Parties are entitled under the Agreement or by law;

c) The rights or obligations which the Parties have expressly agreed shall survive termination of the Agreement;

d) Return or destruction of the Confidential Information of the opposite Party that is in the possession of each Party respectively, under the terms defined herein, being that, before the end of this Contract and for any reason, the CLIENT shall be solely responsible for recovering the Data, making use of the relevant resources available for this purpose in the Service.

After termination of the Contract plus the period given for the CLIENT to recover the Data from the Service, the CLIENT acknowledges and agrees that the Data may be irreversibly deleted or anonymised and cannot be recovered for return.

e) The prohibition to use the name, image, brands and/or logos and, in general, any distinctive signs of the other Party or alluding to the Software or the Service.

24.10. The exercise of either Party's rights under this Section shall not limit any other remedies that may be available under general law.

24.11. Termination of this Agreement shall not affect any acquired rights or liability of either Party.

24.12. Any provisions of the Agreement which expressly or by their nature must survive termination or expiry of the Agreement to fulfil their purpose shall remain in force until they are no longer necessary to fulfil their intended purpose.

25. Sustainability Requirements

C-MORE warrants that it is in possession of all national and international permits, licenses, certifications, regulatory approvals and authorizations (collectively, "Authorizations") necessary to provide the Service.

26. Conduct of Parties. Anti-Corruption, Combating Money Laundering and Terrorist Financing and International Sanctions.

26.1. In connection with the Service and/or any other activities related to this Agreement each Party represents and warrants as to itself and any Affiliate or member of its Group (if any) that:

  (i) It complies and will enforce international provisions in respect of anti-corruption, anti-money laundering and counter-terrorism, including but not limited to the following legislation:

    i. United Nations Convention against Corruption of 31 October 2003
    ii. Directive (EU) 2015/849 of the European Parliament and of the Council *of* 20 May 2015 on the prevention of the use of the financial system for the purpose of money laundering or terrorist financing;

iii. Council Framework Decision 2003/568/JHA of 22 July 2003 on criminal liability for corruption offences committed in international trade and private business;

iv. Directive (EU) 2019/1153 of the European Parliament and of the Council of 20 June 2019 - on the use of financial and other information for the prevention, detection, investigation or prosecution of certain criminal offences.

v. Regulation (EU) 2018/1672 of the European Parliament and of the Council of 23 October 2018 - on controls of cash entering or leaving the European Union.

vi. Directive (EU) 2018/1673 of the European Parliament and of the Council of 23 October 2018 - on combating money laundering by means of criminal law.

vii. Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 - amends Directive (EU) 2015/849 on the prevention of the use of the financial system for the purpose of money laundering or terrorist financing.

viii. Commission Delegated Regulation (EU) 2016/1675 of 14 July 2016 - complements Directive (EU) 2015/849 of the European Parliament and of the Council by identifying high-risk third countries with strategic deficiencies.

ix. Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 - sets out the information on the payer that should accompany transfers of funds.

x. EU list of non-cooperative jurisdictions (revised and updated on 14/02/2023, without prejudice to subsequent revisions and updates), cf. published as an annex to the conclusions adopted by the ECOFIN Council;

xi. (Consolidated) lists of persons and entities subject to financial or trade sanctions imposed by United Nations Security Council Resolution or European Union Regulation as amended at each moment in force.

26.2. Each Party represents and warrants that it has implemented, or will implement, as the case may be, policies and procedures relating to business ethics and conduct, and ensuring compliance with the Anti-Corruption Laws and the Prevention of Money Laundering Laws, identified above, including national legislation implementing or locating such legislation; and that such policies and procedures will be maintained and observed during the term of the Agreement .

26.3. Each Party shall respond in detail and with adequate documentary support to any reasonable request addressed to it by the other Party with respect to the obligations, warranties and representations contained in this Clause. Nevertheless, neither Party shall be obliged to disclose information which is subject to professional secrecy or which may not be disclosed by law or by reason of a decision of a competent court or judicial authority. This obligation continues after the termination of the Contract.

26.4. Each Party undertakes to:

   (i)   record and report, in appropriate terms, its transactions so as to reflect, accurately and in reasonable detail, its assets and liabilities;

   (ii)   keep the books and/or records of such transactions for a period of at least seven (7) years after the termination of this Agreement or such longer period as may be required by applicable law; and

   (iii)   upon request, make available to the other Party information and/or documentation that adequately evidences the compliance with the obligations contemplated in this Clause, including, the implementation of the policies and procedures described in Clause 24.2.

26.5. Each Party declares and warrants that it will communicate to the other Party any and all acts of a soliciting nature or that represent the explicit or implicit realization of a personal offer or advantage, in violation of the provisions of this Clause, directed and/or practiced by any member of the Group of the other Party. Nevertheless, neither Party is obliged to disclose information subject to professional secrecy or that cannot be provided by force of law or as a result of a decision by a competent court or judicial authority.

26.6. Without prejudice to other rights provided for in this Agreement, in the event that a Party has evidence or at least reasonable grounds to suspect that the other Party or any member of its organisation has violated the provisions of the applicable Anti-Corruption Laws and/or Anti-Money Laundering Laws in connection with the Agreement and/or other activities related to this Agreement, that Party shall be entitled to terminate this Agreement without being required to pay any contractual penalty or compensation for early termination.

26.7. Each Party undertakes to protect, mitigate damages and indemnify the other Party from any damages, losses, penalties, costs and expenses directly resulting from the breach of this Clause by itself or any Affiliates or related companies/person/entities.

27. Import/Export Restrictions

27.1. The CLIENT may not use the Service in any country where it may not be used in accordance with the export control and trade sanctions laws of the United States, the EU, or any other applicable export control and trade sanctions laws, namely, the Service may not be accessed or used in the following regions:

- Crimean Region / Sevastopol
- The self-proclaimed Donetsk People's Republic (DNR)
- The self-proclaimed Luhansk People's Republic (LNR)
- Cuba
- Iran
- North Korea
- Syria

27.2. The CLIENT may not allow the use of the Service by any User with whom transactions are prohibited under the terms of the law or the Agreement.

28. Sanctions

28.1. Each Party represents and warrants to the other Party that:

(a) is not a Sanctioned Entity nor shall it do any act which would cause it to become a Sanctioned Entity;

(b) will act in accordance with the Sanctions;

(c) the proceeds arising under this Agreement shall not be used - in whole or in part - for the benefit of any Sanctioned Entity or in connection, directly or indirectly, with any investment, transaction or dealing with it; and

(d) the Equipment, in the event that it is the subject of this Agreement, has not been purchased from a Sanctioned Entity and will not be sold to, or be destined for, any Sanctioned Entity.

28.2. In the event that either Party breaches any of the representations and warranties set out herein it is obliged to protect, defend and hold the other Party and its Group members, directors, officers, agents and employees harmless from any and all actions, claims, losses and liabilities arising from such breach.

28.3. If, during the performance of this Agreement, either Party becomes aware that the other Party is in breach of the representations or warranties described herein (in the form of an action or omission):

(a) that Party shall have the right to immediately suspend any obligation whose performance is affected by such breach and to terminate the Agreement with immediate effect by written notice to the Party in breach;

(b) any overdue payment obligation shall be suspended for as long as the non-compliance with this Clause subsists and during the period in which the Sanctions are in force.

28.4. The provisions of this Clause do not exclude the right to compensation for damages suffered for breach of the representations and warranties listed in Clause 26.1.

29. Ethics and Institutional Responsibility

29.1. C-MORE complies with the legislation specifically applicable to its activity related to responsible and ethical behaviour, in matters such as human rights, sustainable development, prevention and combat of corruption and money laundering.

29.2. C-MORE recognises and adheres to certain values and principles designed to ensure that business is conducted in a socially and ethically responsible manner, promoting fair trade, sustainable development of supplier and partner communities, orderly management of resources and respect for the environment and applicable legislation. These principles and values are described in the following international standards:

- the United Nations Universal Declaration of Human Rights,
- the core standards of the International Labour Organisation,
- the Guiding Principles for the implementation of the UN "Protect, Respect, Remedy" Framework ("Ruggie Principles"),
- the UN Global Compact,
- the UN Principles for Sustainable Insurance,
- the UN Principles for Responsible Investment,
- the Guidelines for Climate-related Financial Disclosures (TFCD),

- Global Agreement (OECD),
- the Net-Zero Asset Owner Alliance, convened by the United Nations

(hereinafter the "Essential International Standards").

29.3. C-MORE is committed to carrying out its activity and providing the Service in accordance with the Essential International Standards.

29.4. Should the CLIENT become aware that any of its business practices are contrary to the Essential International Standards, C-MORE agrees to remedy the practice in question and notify the CLIENT of the correction it has implemented.

30. Conflict of interest

30.1. C-MORE will maintain a process to identify and manage conflicts of interest to ensure that no explicit or potential conflicts of interest compromise the provision of the Service.

30.2. C-MORE undertakes to declare without delay any potential conflict of interest with the CLIENT.

30.3. Without prejudice to the above, C-MORE will take the necessary steps to ensure that any identified conflict of interest is eliminated or managed IMMEDIATELY, ensuring that, as far as possible, the Service is not interrupted or degraded.

31. Amicable Conflict Resolution

The Parties agree to negotiate in good faith for the amicable settlement of any disputes between them relating to this Agreement. If negotiations do not result in a settlement of the dispute to the reasonable satisfaction of the Parties after more than 30 days of negotiation, either Party may initiate judicial dispute resolution proceedings in accordance with the provisions of Clause 32.

32. Applicable law and jurisdiction

32.1. The United Nations Convention on the International Sale of Goods does not apply to this Agreement.

32.2. The applicable laws and jurisdiction will depend on the national legislation to which the CLIENT is subject, as follows:

32.2.1. For Application Forms placed by CLIENTS who are nationals of Portugal, the laws of Portugal apply, without reference to conflict of law rules.

The PARTIES shall act in good faith to amicably resolve any dispute, controversy or difference between the PARTIES that may arise out of or in connection with this Agreement. If such attempt is not successful after thirty (30) days, then the Parties shall submit such dispute or litigation exclusively to the district court of Lisbon (Portugal), with express waiver by the Parties of any other forum or form of dispute resolution.

32.2.2. For Subscription Forms submitted by CLIENTS outside Portugal the laws of France shall apply.

Any dispute arising out of this Agreement or the Service shall be submitted to international arbitration in accordance with the following rules: The PARTIES shall act in good faith to

amicably resolve any dispute, controversy or difference between the PARTIES which may arise out of or in connection with this Contract. If such attempt is unsuccessful after thirty (30) days, then the PARTIES shall submit such dispute or difference to International Arbitration to be governed by the ICC Paris Rules and the following rules:

32.2.2.1. If the dispute cannot be resolved under the provisions of Clause 31, either Party may initiate arbitration proceedings to resolve the disputes and conflicts by giving written notice to the other Parties (the "Notice of Arbitration") for final determination by arbitration.

32.2.2.2. The Arbitral Tribunal shall be composed of three (3) arbitrators. One (1) arbitrator shall be appointed by each of the PARTIES. The two (2) arbitrators so appointed shall choose the third arbitrator, who shall act as presiding arbitrator and have a casting/unquenching vote.

32.2.2.3. The Arbitral Tribunal shall have its seat in Paris and the language of the arbitration shall be English, for the convenience of both PARTIES.

32.2.2.4. The arbitral award shall be final and binding on the PARTIES and shall not be subject to recourse to judicial courts or other dispute resolution, except for recognition of the foreign award and eventual enforcement of the award in the absence of voluntary execution/implementation by either Party.

32.2.2.5. Nothing in this Agreement shall limit or prohibit any court action in any jurisdiction for appropriate injunctive relief and/or for the enforcement of an arbitration award.

32.2.2.6. The arbitral award may not be appealed to the judicial courts, and the Parties are obliged to implement the arbitral award;

32.2.2.7. The costs of arbitration shall be shared between the Parties according to their deduction;

32.2.2.8. The court shall decide in accordance with the contract and the documentary evidence produced by the Parties, resorting to the application of the law only suppletively, if/in cases of omission relevant to the decision.

32.2.2.9. The arbitral tribunal shall be bound to issue an award within a maximum period of six (6) months from the date of constitution of the tribunal as defined in 32.2.2.2.

33. Miscellaneous Provisions

33.1. The non-exercise or the late or partial exercise of any right accruing to the Parties shall not constitute a waiver of such right nor shall it preclude its subsequent exercise.

33.2. This Agreement reflects and incorporates what has been agreed between the Parties in relation to the subject matter hereof, revoking any previous oral or written understandings with the same subject matter.

33.3. The invalidity or ineffectiveness of any of the provisions of this Agreement or the existence of any gaps shall not affect its subsistence, in the unvitiated part, being that, in substitution of the invalid or ineffective provisions and in the filling of the gaps, the regulation shall prevail which, to the extent legally possible, is in greater agreement with the will of the Parties or with the will

they would have had, according to the purpose, sense and economic balance of this Agreement, if they had contemplated the omitted point.

33. Digital Signature.

This Agreement has been concluded by the signature of both Parties in digital support by means of the Doc-U-Sign® tool or with similar characteristics.

The Parties expressly accept and acknowledge the validity of the signatures made in accordance with the preceding paragraph, mutually guaranteeing the authenticity, integrity and non-repudiation of said signatures.

The Parties expressly acknowledge, for all legal purposes, that the electronic signatures made under the terms of this Clause possess the technical characteristics of a qualified signature, except for the intervention of a certifying entity, namely its authenticity, integrity and stability, and undertake not to repudiate the Contract based on this mutually agreed signature method.

The Parties agree to conclude this Agreement in signed copies by digital means, waiving the right to exchange original paper copies.

END OF DOCUMENT

Annex I

Glossary

Without prejudice to expressions which may be defined throughout the Agreement, the following expressions shall be understood in accordance with the following definitions:

Authorised User: a natural or legal person who has been granted access to the Subscription Software Service under this Agreement.

Cloud (or Cloud Computing): type of computing that allows, from any place and regardless of the platform, access and use of processing capacity, memory and storage of Data and information through computers and servers shared and interconnected via the internet, through the following models of IaaS, PaaS, SaaS or others;

Confidential Information: all information exchanged by the Parties or of which they have knowledge and/or access in the scope of the execution of this Contract, whatever its nature and regardless of the form of access and/or knowledge;

Employees: all holders of an employment contract, a temporary employment contract or a contract of indefinite duration for temporary assignment, as well as all representatives, agents or any service providers of the Provider or of a third party used by it for the performance of the Contract;

Force Majeure: Means any unforeseeable and unavoidable event, beyond the will or control of the Parties, which prevents them, totally or partially, definitively or temporarily, from fulfilling their obligations in the agreed manner and time, being that, without the enumeration being limitative, may constitute cases of Force Majeure, the acts of war, declared or not, and the acts of terrorism, rebellions or riots, epidemics declared as such, natural disasters such as fires, floods or earthquakes, as well as the prolonged communications cuts and general strikes;

The following shall not constitute Force Majeure, namely, strikes that are not general (therefore, those limited to the Parties shall not be considered as Force Majeure), governmental, administrative or jurisdictional determinations resulting from non-compliance by the Party, its suppliers or subcontractors, with duties or obligations incumbent upon them, and fires or floods or communication cuts whose cause, propagation or proportions are due to the non-compliance by the Party with legal and/or security rules;

Functionality: resource that "ESG MATURITY" makes available to produce an output in response to certain functional requirement(s). It is possible to group functionalities into modules, when they are related and necessary to each other in order to respond to a given functional requirement;

Good Practice: the exercise of the degree of skill, diligence, prudence, planning and foresight that could reasonably and normally be expected of a capable and experienced provider of the Services in the same or similar circumstances and familiar with the best market practices;

Initial Subscription Period: first period of duration established for this Agreement, before a first renewal (if any);

Intellectual Property Rights: Means, but is not limited to, all intellectual property rights, whether patentable or not, including, but not limited to, rights in algorithms, binary code, trademarks, business models, business plans, computer programs, software, concepts, confidential information, database, developments, firmware, composition of matter or materials, certified trademarks, copyrights, clients list, data, drawings (registered or unregistered), derivative works, discoveries, distributor list, documents, domain name, file layout, formulas, goodwill, ideas, progress, industrial designs, information, innovations, inventions, integrated circuits, know-how, logos, production information, integrated circuit topography, materials, methods, moral rights, source and object code, original works of authorship, patents, patent applications, patent rights, including, without limitation, any and all continuations, divisions, re-editions, new examinations or extensions, plans, processes, technological property, reputation, search data search results, search records, service marks, software, source code, specifications, statistical models, vendor lists, systems, techniques, technology, trade secrets, trademarks, trade dress, trade names, trade styles, technical information, utility models, and any rights similar to those above;

Personal Data: refers to all the personal information of a natural person or similar submitted by the CLIENT or an Authorised User concerning him or herself or a third party;

SaaS (Software as a Service): service model through which C-MORE provides, for a fee, access to the use of software hosted in the Cloud;

Sanction: the unfavourable legal consequence corresponding to the commission of an act contrary to law, as provided by law, regulation, statute, official embargo measures, as well as any lists of "specially designated citizens", "blocked persons" lists, or equivalent lists published and maintained by the relevant organs and organisations of the United Nations, the European Union, the United States of America or any other jurisdiction applicable to a Party;

Sanctioned Entity: any entity, with the nature of an individual, company, association, foundation, society, vessel, as well as government, which is subject to Sanctions;

Setup: variable set of services (depending on the basic or premium version, selected by the CLIENT in the Subscription Form) aimed at putting the Software into operation for its intended purpose, according to a CLIENT's preferences and settings;

Setup Basic: in relation to the definition of Setup, it includes the services of: creation of the tenant; creation of the user ADMIN; onboarding sessions (up to 2hr each - 1st kickoff and another follow-up); clarification of doubts with the CLIENT's stakeholders; sharing of help materials; configuration of the homepage and white labelling (logo and company colours). The Basic Setup does not include customisations and/or developments of the Software. The resource allocated to onboarding will be exclusively chosen by C-MORE.

Setup Premium: in relation to the definition of Setup, it includes all the services of the Basic modality and additionally additional configurations and customizations, upon agreement between parties as to scope and price.

Software or "**ESG MATURITY**": means the computer program owned by C-MORE, including (without limitation) any and all subsequent updates, improvements, alterations, modifications and releases, as well as any and all third-party software implementations that are added or used in connection therewith, and all related components, models and features, updates, data, records and files, the technical description of which is set out in the Product Sheet available for consultation at https://esg-maturity.com/ and in the Subscription Form;

Subscription Date: the day on which the CLIENT submits/accepts the Subscription Form requesting access to the Software. For all purposes, the date of the subscription request shall be considered the start date of availability and access to the Software;

Subscription Form: shall mean a request submitted/accepted in a specific on-line form accompanying this Contract by which, the CLIENT requests access to use the Software, and in which any particular conditions that specifically apply to the contract with the CLIENT are established, which, in case of contradiction with the general conditions shall prevail over them;

Subscription Period: the period of time during which the CLIENT can access and use the Software as a service, whether this access is due to the initial Subscription Period or to subsequent renewals;

Version or Upgrade: each version of the Software, excluding Third Party Software, identified by the numeral to the left of the decimal point (e.g., 1.0);