

Terms & Conditions to access and use C-MORE'S Software

In order to access and use C-MORE's ESG Software, whether Maturity or PRO ("the Software"), the USER must read and fully accept this Terms & Conditions ("T&C"), C-MORE's Privacy Policy available for consultation [in this link](#), and the terms of the [SLA](#) and [Support Services](#) available for consultation in the links, after which, USERS must complete the registration process and create a profile on the Software.

USER SHALL REFRAIN FROM ANY ACT OF DEALING WITH C-MORE, INCLUDING THE ACCESS AND USE OF THE SOFTWARE WHERE USER DOES NOT AGREE, DOES NOT FULLY UNDERSTAND OR IS NOT FULLY WILLING TO ACCEPT THE ABOVE MENTIONED DOCUMENTS, HAS UNRESOLVED RESERVATIONS, CONCERNS OR LIMITATIONS WHATSOEVER BEING.

These T&C, including all documents incorporated therein, are considered automatically accepted and in force, without reservation, upon USER's electronic acceptance and the successful completion of the registration and creation of its profile on the Software.

C-MORE reserves the right at any time to amend this T&C, including all documents incorporated therein and they shall be effective immediately, provided there is no degradation of the Service.

1. Definitions

- 1.1. In these T&C, capitalized 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 these T&C.
- 1.2. The headings of clauses and paragraphs do not affect the interpretation of this document.
- 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 document; references to paragraphs are references to paragraphs of this document.

2. Scope

- 2.1. These T&C apply to USER's access and use of the Software, 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. These T&C, including all documents incorporated therein by reference, constitute the entire contract between the USER and C-MORE.

3. Software's subscription

- 3.1. During the Subscription Period, C-MORE will (i) make access for use of the Software available to USER in accordance with the terms provided herein and as agreed upon in the CLIENT Agreement; and (ii) provide the Service in a manner consistent with the Good Practice and the terms of the [SLA](#) and [Support Services](#) available for consultation in the links.
- 3.2. The USER is aware and agrees that the subscription to the Software by the CLIENT and its use by USER does not imply the delivery or the promise to deliver any software code, documentation, specific functionality not identified in the product sheet, service, performance, evolution or any other future features of the Software, which, are left exclusively to the discretion and convenience of C-MORE.

4. Service

- 4.1. The Service (as defined in 2.1. above) provided to the USER comprises the coverage of functionalities and the SLA chosen by the CLIENT, if/as available and depending on such availability.
- 4.2. C-MORE undertakes to use commercially reasonable efforts to provide Support to the USERS in accordance with the service levels set out in the CLIENT 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.
- 4.3. Clause 4.2 does not apply to the extent that any non-compliance is caused by the CLIENT and/or its USERS, or there is use of the Service contrary to C-MORE's instructions and/or a modification, or alteration of the Service by third parties other than C-MORE.
- 4.4. C-MORE:
 - 4.4.1. does not guarantee that the USER's use of the Service will be uninterrupted or error-free or that the Service and/or the information obtained by the USER will meet any specific purpose;
 - 4.4.2. 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), materialized in the options of use of the same Software;
 - 4.4.3. is not responsible for any voice and data transmissions through communication networks and facilities external to C-MORE's Infrastructure, including the internet, and USER acknowledges that the Service may be subject to limitations, delays and/or other problems, risks and/or vicissitudes arising from factors external to C-MORE;

- 4.4.4. shall not be liable for any failure to perform its obligations, to the extent that such failure occurs when the CLIENT or its USERS are already in default or previous breach of any of its obligations under these T&C or the CLIENT Agreement; and
- 4.4.5. shall not be liable for any activity of USER, nor the results arising thereof, including the consequences of any usage (whether proper or improper) of any information, property or data (including personal data).

For the avoidance of doubt, USER understand that the data flows within the Software by any means are USER's own and sole direct liability towards any third parties, including any entities owning such data, information or property (including but not limited to data subjects).

To the latter such extent, USER shall not register, log in and make any use of the Software without prior training on the safeguards to implement while accessing, using and/or manipulating confidential information, data and/or any other property, nor that such USER shall be accepted to register and make further use of the Software unless (i) with an active personal registry; i.e. not impersonating other users and (ii) upon acceptance of these T&C and any documentation included by reference, as revised and in force from time to time.

- 4.5. C-MORE may make any changes to the Service, the way it is delivered or is maintained/operated, at its sole discretion, subject only to the terms of the CLIENT Agreement.

5. Service Level Agreement (SLA)

- 5.1. The Service Level Agreement for the availability of the Software (SLA) in force at each moment is available in [this link](#).
- 5.2. 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.
- 5.3. **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 endeavor (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.

6. Responsible Use of Service Policy

- 6.1. The CLIENT undertakes:
 - 6.1.1. to inform any USER of the rules relating to the use of the Service;
 - 6.1.2. not to permit the access and use of an USER's credentials by another or any other use but the use on an individual basis by each and every USER alone);
 - 6.1.3. to ensure that each USER maintains a secure password for their use of the Service, that it is changed frequently and kept personal, non-transferable and confidential;

6.1.4. maintain an up-to-date list of USERS;

6.2. The USER undertakes:

- 6.2.1.** access and use the Software (and to cause all of any other users under its supervision, directorate or at arms-length to access and use the Software) in a responsible, cautious manner, only for its intended purposes and always refraining from any use that may possibly cause damage or disruption in the regular operation and/or accessibility or use of the Software;
- 6.2.2.** inform any USERS of the rules relating to the use of the Software and of the SaaS Service (the “Service”) where/if applicable;
- 6.2.3.** not to access and use the Software in a way other than on an individual basis with his/her own personal credentials;
- 6.2.4.** maintain the Software access credentials on a non-transferable, strictly confidential basis, composed with a high degree of complexity and length and changed frequently;
- 6.2.5.** not access, store, distribute or transmit any content, data or information to the Software that:
 - a)** is personal and has not been consented by the data subjects for the data processing activities envisaged by the usage of the Software (if any);
 - b)** is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - c)** facilitates illegal activities;
 - d)** show sexually explicit images;
 - e)** promotes violence or incites hate;
 - f)** is discriminatory; or
 - g)** in any way, is unlawful or causes damage or any form of harm to any person or entity.
- 6.2.6.** Without prejudice to the provisions of the previous paragraph and except to the extent that the contrary is imposed by mandatory law not DIRECTLY OR INDIRECTLY:
 - a)** 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;
 - b)** 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;

- c) 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;
- d) remove any proprietary notices, trademarks or references to C-MORE in the Software, the Service or its outputs;
- e) 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;
- f) 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;
- g) 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;
- h) use or launch (even tentatively) any automated system (including, without limitation, any bots, robots, spider or any unauthorized automated process) that could/does cause any limitations to the Service, manipulate or take over the Service;
- i) interfere with (or attempt to) disrupt, circumvent, disable, or otherwise attempt to immobilize or crack the security of the Service, or the infrastructure that supports it;
- j) 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.
- k) 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; and
- l) attempt to obtain or assist any third party to obtain access to the Software or Service for reasons other than those permitted by C-MORE in the scope of the CLIENT Agreement.

6.2.7. use all reasonable efforts to prevent any unauthorized access to or use of the Software, undertaking to notify C-MORE immediately if a situation that may indicate or demonstrate otherwise is detected or reasonably suspected;

6.3. The USER is jointly and severally liable with any third parties who access and use the Service from his or her equipment, and/or using (even if fraudulent) his or her credentials, violate the terms of these T&C and/or any of the documentation applying to the Service.

- 6.4.** C-MORE reserves the right to block (temporarily or permanently) the access of the USER, 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 these T&C has occurred.
- 6.4.1.** Suspension under this Clause does not entitle the USER or the CLIENT to any compensation for the entire time it takes place.
- 6.4.2.** C-MORE does not guarantee the re-establishment of any Service which has been suspended under this Clause.
- 6.5.** C-MORE may conduct periodic surveys and audits on a remote basis for the sole purpose of verifying USERS' use of the Software in compliance with these T&C.

7. Operation of the Service

- 7.1.** To use the Service the USER must replace the temporary credentials that were attribute to him, and register, creating an individual account, within 30 (thirty) days of receiving the temporary credentials.
- 7.2.** The USER is aware that any inactivated temporary credentials will expire after 30 (thirty) days as from the date when they were first created by C-MORE, in which case, C-MORE shall also irreversibly delete the corresponding USER data provided by CLIENT.
- 7.3.** During the registration process, C-MORE may request the name and email address, as well as organization details of the USER for the purpose of providing the Service. Latter personal metadata will be handled in accordance with the terms of these T&C and C-MORE's Privacy Policy, available for consultation [in this link](#).

8. Access to the Service

- 8.1.** Upon confirmation of CLIENT's payment and in accordance with the terms of the CLIENT Agreement, C-MORE grants a limited, non-exclusive, non-transferable and revocable (for default) right to allow USERS to use the Service, for its intended purposes, i.e., for CLIENT's internal business or compliance purposes, during the agreed Subscription Period, excluding any and all commercial use in competition or overlap with C-MORE.
- 8.2.** Should it be found during an audit that credentials have been made available to a person who is not the USER, C-MORE may, in addition to any other contractually provided or legally established rights, prevent access to such user, without this being considered a breach of the CLIENT Agreement or these T&C, and without any compensation being required from C-MORE.
- 8.3.** 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 a USER for the entire period of the Subscription in progress.

9. Service Availability. Disclaimer

- 9.1. C-MORE does not guarantee any results when using the Service.
- 9.2. The USERS understand and accept that:
 - 9.2.1. the form, configuration and mode of provision of the Service may be changed from time to time without notice;
 - 9.2.2. C-MORE may suspend or deny access to all or part of the Service, without notice and for reasonable cause;
 - 9.2.3. 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;
 - 9.2.4. 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.

10. Conditions of Trial Subscription

- 10.1. The CLIENT may trial subscribe to the Software and observe its operation and results, for a limited period ("Trial Subscription"). The USER's access and usage of the Software under a Trial Subscription is also subject to the terms of these T&C with the necessary adaptations, including but not limited to provisions on responsible use, confidentiality, data protection, legal compliance, intellectual property, warranties, limitation of liability, applicable law and/or dispute resolution, shall apply to the Trial Subscription.

11. Data Processing

- 11.1. C-MORE undertakes to comply with all applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (EU 2016/679 of the European Parliament and of the Council of 27 April – "GDPR"), and any other relevant legislation in force.
- 11.2. The Software does not process any Personal Data. The Software only processes business data and data from corporate clients in connection with ESG queries and use of Software (hereinafter "Data"). C-MORE shall not retain, use, or disclose the Data for any purpose other than for the purposes of the CLIENT Agreement, or as otherwise permitted by Law. **To avoid any doubt, the USER acknowledges and agrees that the Data entered into the Software and its results will be used in accordance with the CLIENT Agreement and the law.**
- 11.3. Without prejudice to the foregoing, within the scope of the CLIENT Agreement and of these T&C, C-MORE may have access and process Personal Data of the USER, namely its name and e-mail address, for the functioning and/or the operation/maintenance of the Service ("USER Data").
 - 11.3.1. USER understands and agrees that refusal to provide USER Data for the purposes of the Service may mean that C-MORE is unable to adequately provide the Service.

- 11.3.2.** The Service itself is not capable of collecting and/or processing any Personal Data of individuals or identifiable individuals, including, without limitation, any USER Data.
- 11.3.3.** USER Data will be processed outside the Service by C-MORE, solely for the purposes of the CLIENT Agreement and these T&C, namely to:
- i. the Service can be provided, 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, as well as the production of Service outputs for the USER;
 - 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 anonymized data layers.
- 11.3.4.** Without prejudice to the other provisions contained in these T&C, and for the purposes of the GDPR, C-MORE undertakes 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 organizational measures to protect Personal Data against accidental or unlawful loss, tampering and/or destruction, unauthorized 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 these T&C;
 - iv. ensure that its employees and collaborators with access to the data processed comply with the obligation of confidentiality foreseen in point (iii) and are adequately trained in data privacy.
- 11.4.** In the event USER transmit to the Service, even if only temporarily, Personal Data during the operation of the Service ("Personal Data of Operations"), the USER accepts that such transmission is on his or her account and entirely at his or her risk.
- 11.4.1.** The USER understands and accepts that the CLIENT is the entity in charge of the Processing of Personal Data of Operations, of 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 Personal Data of Operations, without any subcontracting relationship being established with C-MORE.
- 11.5.** 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.
- 11.6.** 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.

- 11.7. The provisions of this clause shall remain in force beyond the termination of these T&C and the CLIENT Agreement, for as long as the Parties carry out data processing operations on the other.
- 11.8. Any additional information regarding C-MORE's personal data processing activities, including, but not limited to, grounds for lawful processing, data subject rights and retention periods, can be found in [C-MORE's Privacy Policy](#), the terms of which are incorporated herein by reference and which the USER declares to have read and agreed to.

12. Intellectual and Industrial Property Rights

- 12.1. 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 USER, 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.
- 12.2. 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.
- 12.3. The USER 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).
- 12.4. Access, display, or transfer of the contents of the Software by USER 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 the Software 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.
- 12.5. The USER understands and accepts that the data and information uploaded to the Service will be subject to processing in the Service itself, for the purposes defined by the CLIENT within the scope of the CLIENT Agreement, giving rise to optimized, improved (derived) data, information that includes the output of the Service ("Content").
- 12.6. Therefore, USER 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 USER's upload to the Service, for the purposes of the provision of the 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 12.1 applies.

- 12.7.** So long as the CLIENT and its USERS remain in compliance with CLIENT Agreement and these T&C (including the obligations that shall survive its termination for any reason), C-MORE grants to the USER a limited, non-exclusive, revocable (for default), pre-paid, royalty-free, non-transferable or sub-licensable license for the USER 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.
- 12.8.** Other than as provided herein, no content of the 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 Software is expressly prohibited, except as provided in the CLIENT Agreement.
- 12.9.** C-MORE will use all legal mechanisms to protect and enforce its intellectual or industrial property rights.
- 12.10.** Without prejudice to the provisions contained in these T&C regarding acceptable use, the USER may not disassemble, decompile, revert 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.
- 12.11.** If USER provides C-MORE with any suggestions, comments, feedback, improvements, information, ideas or other feedback regarding the Service or the Software, regardless of format or context (collectively, "Feedback", "Comments" or "Suggestions"), USER 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.
- 12.12.** Infringement by USERS of C-MORE's Intellectual Property Rights, in addition to justifying the automatic termination of these T&C and the CLIENT Agreement (it being understood that there is no adequate remedy for the breach), constitutes the USER, and the CLIENT, in the obligation to pay compensation to C-MORE under the general terms of law.

13. Limitation of Liability

- 13.1.** 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.
- 13.2.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND UNLESS OTHER TERMS ARE MENTIONED IN THESE T&C, IN NO EVENT SHALL C-MORE'S AGGREGATE LIABILITY EXCEED, in each period (unit and non-aggregate) 12 months;
 - 13.2.1.** 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;
 - 13.2.2.** 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.

13.2.3. It is clarified that the aggregate and total amount of C-MORE's liability shall in no event exceed the amount set out in 13.2.2.

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

13.3.1. death or personal injury;

13.3.2. damage to tangible property of the counterparty;

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

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

13.3.5. unauthorized use by the USER of any Service.

13.4. All liability which is not expressly assumed in these T&C is excluded to the fullest extent permitted by law.

14. Confidentiality

14.1. The USER undertakes 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 C-MORE.

14.2. The USER is the sole and exclusive owner of its Confidential Information and may only use C-MORE's Confidential Information solely within the purposes of the CLIENT Agreement.

14.3. The use of C-MORE's Confidential Information does not in itself imply the granting of any intellectual property right.

14.4. USER undertakes to keep Confidential Information secure and properly protected against theft, damage, loss and unauthorized access (including electronic access) and shall notify the other Party immediately if it becomes 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.

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

14.5.1. The disclosure is required by law, regulation or order of any competent regulator or governmental entity (including a stock exchange), in which case the USER must promptly notify the CLIENT in order to the CLIENT, in turn, notify immediately C-MORE of such disclosure, so that the latter may take such precautionary measures as it deems appropriate;

14.5.2. Confidential Information is disclosed by the USER with the prior written consent of C-MORE;

14.5.3. USER 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 CLIENT's Agreement and/or these T&C;

14.5.4. The Confidential Information is already in the lawful possession of USER prior to its disclosure by C-MORE.

14.6. Upon receipt of a written request to that effect or upon termination of these T&C, USER shall, in the last 30 days before the end of the Subscription and up to 30 days after the end of the

Subscription, access his/her area in the Service to extract all Data and/or Confidential Information (including CLIENT's Confidential Information) stored there.

- 14.7.** The obligations under the preceding paragraph shall not apply to the extent that C-MORE 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.
- 14.8.** The confidentiality obligations set forth in this clause subsist even after the termination, for any cause, of CLIENT's Agreement, for a period of 3 (three) years.

15. Termination

- 15.1.** Without prejudice to other provisions of these T&C regarding termination, these T&C shall automatically terminate in the event of termination of the CLIENT Agreement, for any reason whatsoever.
- 15.2.** The termination of these T&C means the immediate extinction of any rights or obligations assumed by the Parties, except for:

- a) Those provided for in these T&C or in the law regarding confidentiality, personal data and Industrial and Intellectual Property Rights;
- b) The rights or obligations which the Parties have expressly agreed or by their nature shall survive termination of the T&C (until they are no longer necessary to fulfil their intended purpose);
- c) Return or destruction of C-MORE's Confidential Information that is in the possession of the USER, under the terms defined herein, and, with regard to the USER's or CLIENT's Confidential Information, the USER shall be solely responsible for recovering the Data, making use of the relevant resources available for this purpose in the Service, as foreseen in Clause 14.6.

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

- d) The prohibition to use C-MORE's name, image, brands and/or logos and, in general, any distinctive signs or alluding to the Software or the Service.

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

- 15.4.** Termination of these T&C shall not affect any acquired rights or liability of either Party.

16. 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.

17. Amicable Conflict Resolution

The Parties agree to negotiate in good faith for the amicable settlement of any disputes between them relating to these T&C. 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 following Clause.

18. Applicable law and jurisdiction

- 18.1.** The United Nations Convention on the International Sale of Goods does not apply to this Agreement.
- 18.2.** The applicable laws and jurisdiction will be the same that the ones foreseen in the CLIENT Agreement, as follows:
- 18.2.1.** CLIENT Agreement subject to Portuguese Law: the laws of Portugal shall also apply to these T&C, without reference to conflict of law rules. If the dispute cannot be resolved under the provisions of previous Clause 17, 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.
- 18.2.2.** CLIENT Agreement subject to Brazilian Law: the laws of Brazil shall also apply to these T&C, without reference to conflict of law rules. If the dispute cannot be resolved under the provisions of previous Clause 17, then the Parties shall submit such dispute or litigation exclusively to the courts of São Paulo (Brazil), with express waiver by the Parties of any other forum or form of dispute resolution.
- 18.2.3.** CLIENT Agreement subject to any European Law (except for Portugal): the laws of France shall apply to these T&C. If the dispute cannot be resolved under the provisions of previous Clause 17, then the Parties shall submit such dispute or difference to International Arbitration to be governed by the ICC Paris Rules and the following rules:
- 18.2.3.1.** 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.
- 18.2.3.2.** 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.
- 18.2.3.3.** The Arbitral Tribunal shall have its seat in Paris and the language of the arbitration shall be English, for the convenience of both Parties.
- 18.2.3.4.** 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.
- 18.2.3.5.** 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.
- 18.2.3.6.** The arbitral award may not be appealed to the judicial courts, and the Parties are obliged to implement the arbitral award;
- 18.2.3.7.** The costs of arbitration shall be shared between the Parties according to their deduction;

18.2.3.8. 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.

18.2.3.9. 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 this Clause.

19. Miscellaneous Provisions

19.1. 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.

19.2. 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.

19.3. This is a version of the original Terms in Portuguese wording. To the extent there is any conflict between the English version and the original Portuguese, the latter shall prevail.

19.4. USER acknowledges that C-MORE's records and logs in the system shall prove the contents of these T&C and shall serve to evidence USER activity within the Software for any and all due legal effects.

END OF DOCUMENT

Annex I

Glossary

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

CLIENT: any legal entity that has entered into a software subscription agreement (SaaS) and /or a professional services agreement with C-MORE.

CLIENT Agreement: the Software subscription agreement (SaaS) and/or a professional services agreement executed between the CLIENT and C-MORE for the access and use of the Software which sets out the terms on which such Software can be accessed and used by the Client and its users.

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;

C-MORE Software (or Software): means, depending on the CLIENT Agreement the computer program owned by C-MORE, "ESG MATURITY" or "ESG PRO".

"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/>;

"ESG PRO": means indistinctively the platform for ESG partners who want to use C-MORE's ESG Maturity solution as the backbone for their advisory services and offerings to their clients in view of helping them to assess and improve their ESG maturity. It is part of the product portfolio of C-MORE and a derived product from the ESG Maturity Software. The property of the Software as well as all rights in respect thereof, are reserved to C-MORE and its licensors including (without limitation) all updates, upgrades, versions, extensions, translations, adaptations, customisations as well as any and all outputs from Professional Services and/or any integrations or developments with other software, all algorithms, databases, infrastructure, models, mock-ups, infrastructure, software components, modules, functionality, code, forms, scripts, screens, layout, databases, look and feel, design and documentation, the description of which is generally included in the documentation and the

product description available at [ESG Maturity \(esg-maturity.com\)](https://esg-maturity.com) and/or in any other commercial papers, brochures or other materials provided by, published by and/or distributed by C-MORE from time to time.

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 T&C, whatever its nature and regardless of the form of access and/or knowledge;

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;

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;

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 a USER concerning him or herself or a third party;

Professional Services” or “C-MORE’s Professional Services: any services (other than “Set-Up”) performed by C-MORE relating to the Software such as set-up, training, configuration, developments and/or support or optimization subject to an awarded Proposal by C-MORE. Professional Services may also include the providing of consulting Services in connection with ESG and/or the Software.

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;

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

Support: the technical support service for the Software, provided to the CLIENT and/or its USERS, as agreed within the CLIENT Agreement, and subject to C-MORE’s [Support Services Policy](#).

USER: a natural or legal person who has been granted access to the Software under CLIENT’S Agreement.

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).