

END USER LICENSE AGREEMENT (EULA)

ECOCHARTING

v2023.1

1. Acceptance of Terms

1.1 By creating an account or using the Ecocharting web-based software ("Software"), you agree to be bound by the terms of this End User License Agreement ("EULA"). If you do not agree to the terms of this EULA, do not use or access the Software.

a) By accepting this EULA you also agree with our *Terms and Conditions* and *Data Processing Agreement* of Ecocharting.

2. Acceptance of Terms

2.1. Ecocharting grants you a non-exclusive, non-transferable, revocable license to use the Software solely for commercial purposes in compliance with the Corporate Sustainability Reporting Directive (CSRD). This license is limited to your organization and cannot be shared with others outside your organization.

3. Restrictions

3.1. You may not modify, reverse engineer, decompile, or disassemble the Software. The Software is licensed, not sold, and Ecocharting retains all rights not expressly granted to you in this EULA.

4. Intellectual Property Rights

4.1. *Software.* The intellectual property rights of the Software are owned by Ecocharting B.V.

4.2. *Limitations on Use.* Users are not permitted to copy any content from the Software for purposes such as reverse engineering. The use of any software content, documentation, or other materials provided by Ecocharting is strictly prohibited outside the scope of this EULA.

5. Ownership

5.1 *User-Created Content:* Users retain ownership of the content they create using the Software, such as sustainability reports for their company. This includes the data generated or uploaded by the user in the Software.

5.2 Ecocharting retains ownership of the standard content of the software such as the questions and methodology for CSRD assessments.

6. Account and Use

- 6.1 Your Ecocharting account is personal and cannot be shared or used by multiple individuals. The account may be accessed from any device with internet connectivity. Note: by adding new team members in your organization they will receive their own account (which is strictly theirs).

7. Redistribution and Prohibited

- 7.1 You are not permitted to redistribute or share the Software with any third parties, except as provided within the Software for adding team members within your organization and other stakeholders that are relevant to perform the compliance preparation of your organization.

8. Updates, Support & Availability

- 8.1 Ecocharting will provide continuous updates to the Software. Users will receive update notifications and details. For technical support, users can contact support@ecocharting.com. We aim to respond to all inquiries within 2 business days.
- 8.2 Regular maintenance is necessary to ensure the highest quality of service. If we expect any downtime of the Software we will provide users with advance notice of maintenance whenever possible.
- 8.3 Our commitment is to provide the Software with a monthly uptime of 99.5%. This excludes planned downtime for maintenance, the schedule of which will be communicated in advance.

9. User Data, Privacy & Security

- 9.1 When requested, Ecocharting accesses user data for support purposes. Users maintain responsibility for their data and its compliance with relevant privacy laws.
- 9.2 Ecocharting conducts regular data backups and implements industry-standard security measures to protect your data.

10. Termination of license

- 10.1 This EULA and your right to use the Software will terminate immediately if you attempt to reverse engineer the Software or use the Software for purposes other than aiding your organization in becoming CSRD compliant.

11. Governing Law

- 11.1 This EULA is governed by Dutch law, without regard to its conflict of law principles.

12. Disclaimer of Warranties and Limitation of Liability

- 12.1 Ecocharting provides the Software “as is” and with all faults. We do not guarantee compliance with CSRD or any other regulations. Ecocharting is not liable for any direct, indirect, incidental, or consequential damages, including lost profits or fines, arising out of the use or inability to use the Software.

13. Acknowledgment

- 13.1 You acknowledge that you have read this EULA, understand it, and agree to be bound by its terms and conditions. You also agree that this EULA is the complete and exclusive statement of the agreement between you and Ecocharting and supersedes all proposals or prior agreements, oral or written, and any other communications relating to the subject matter of this EULA.