

GENERAL TERMS AND CONDITIONS

ECOCHARTING

Version: 2024.1

1. Definitions

1.1. In these general terms and conditions, the following terms shall be understood as:

User(s)	a natural person or legal entity who gains access to the Software under the Agreement, such as the Client and its employees;
Ecocharting	the party that uses these general terms and conditions, being Ecocharting B.V., located at Weesperzijde 85 - 1 in Amsterdam, a company registered under the laws of the Netherlands, registered with the Chamber of Commerce under number 90343980.
Client	the natural person or legal entity who wishes to enter into or has entered into an Agreement;
Online Software	a software package offered as an online service by Ecocharting;
Imperfections	all substantial errors observed in the Software that prevent the Software from functioning normally;
Agreement	the agreement between Ecocharting and the Client regarding the products and/or services to be delivered by Ecocharting.
Partner Software	products and services of third parties that (i) can exchange data with the Software through a link and (ii) are offered to the Client by or with the approval of Ecocharting;
Software	software to be delivered by Ecocharting, such as Online Software;
Activities	all activities to be carried out by Ecocharting on behalf of the Client arising from the Agreement as well as all activities resulting therefrom for Ecocharting. The foregoing applies in the broadest sense of the word and includes, in any case, the activities as mentioned in the Agreement, including services such as training and consultancy.

2. Scope

- 2.1. These general terms and conditions apply to all negotiations and agreements in which Ecocharting is a party, as well as to all advice, offers, quotes, and deliveries by Ecocharting.
- 2.2. Any purchasing conditions or other conditions of the Client do not apply.
- 2.3. Agreements that deviate from these general terms and conditions only apply if the deviation is recorded in writing in the order confirmation.
- 2.4. All deliveries from Ecocharting are subject to these general terms and conditions and the service level agreement of Ecocharting, available on its website, unless otherwise agreed in writing by the parties.
- 2.5. Ecocharting is at all times entitled to amend these general terms and conditions. Changes will be announced via its website or by email.



3. Formation of the Agreement

- 3.1. Unless explicitly stated otherwise, all quotes issued by Ecocharting have a validity period of 30 days, counted from the date mentioned on the quote or, if no date is mentioned, the date of provision of the quote to the Client.
- 3.2. To use the Software, the Client must register with Ecocharting or a distributor, or another intermediary. The Agreement is concluded as soon as the Client has accepted the offer by Ecocharting.

4. Execution of the Agreement

- 4.1. The Client is obliged to provide all necessary information and data to Ecocharting in a timely manner in the form requested by Ecocharting, as well as to provide all reasonably required cooperation to enable Ecocharting to fulfill the Agreement. The Client is responsible for the accuracy of the information provided to Ecocharting.
- 4.2. If the Client or any of its Users fail to meet an obligation under the Agreement or these general terms and conditions, Ecocharting can terminate the Agreement without notice of default or suspend its execution. Furthermore, Ecocharting has the right to charge the Client for the costs and damage incurred in connection with the non-compliance by the Client or any of its Users.
- 4.3. The Client is responsible for the use and proper application in its organization of the Software and the services provided by Ecocharting.
- 4.4. The Client is solely responsible and liable for the content and accuracy of the data processed by him in the Software. Ecocharting has the right to remove or block unlawful data or data that could lead to any liability of Ecocharting.
- 4.5. The Client only has access to his data stored at Ecocharting during the subscription period to the Online Software. After the expiration of the subscription, Ecocharting is not obliged to provide these data to the Client or to provide access to them.
- 4.6. The responsibility to comply with any retention obligation rests solely with the Client. Ecocharting offers the Client the opportunity to export the necessary data from the Software. Only if agreed upon will Ecocharting keep data of the Client for any retention obligation of the Client, even after the termination of the right to use the Software.
- 4.7. Ecocharting protects the data processed by the Client in the Software as far as commercially reasonable possible against loss, damage, and destruction.
- 4.8. Ecocharting reserves the right to make changes to the Software during the term of the Agreement, for example, to resolve disruptions and provide new functionalities. Ecocharting is not obliged to incorporate all functional possibilities of the existing version in new releases.
- 4.9. Ecocharting may temporarily interrupt the availability of the Software for maintenance, improvements, or renewals. Ecocharting strives to do this with as little inconvenience to the Users as possible, but is not liable for damage resulting from interruptions in availability.

5. Right of Use

- 5.1. The Client only obtains the non-exclusive right to use the Software for the purpose of CSRD preparation within their own organization.
- 5.2. The Client is not allowed in any way, through its use of the Software or otherwise, to infringe on the intellectual property rights of Ecocharting.
- 5.3. The Client is not entitled to transfer the right of use or to provide the Software to third parties without written permission from Ecocharting. However, stakeholders that are relevant to perform the compliance preparation of your organization can be granted access as provided as functionality within the Software.
- 5.4. Ecocharting acquires all intellectual property rights that arise in connection with its activities, also with regard to custom software.



6. Use of Software

- 6.1. The usernames and passwords related to the Users are strictly personal. The Client is responsible for the correct use of the assigned usernames and passwords.
- 6.2. The Client and its Users are not allowed to:
 - a) Gain access to the servers of Ecocharting in any way other than through the Online Software;
 - b) Cause any disruptions or delays on the servers of Ecocharting in any way;
 - c) View, edit, copy, or delete data of a third party on the servers of Ecocharting without that third party's permission;
 - d) Apply reverse engineering to the Software or decompile or disassemble the Software;
 - e) Use the Software in such a way as to infringe on the rights of third parties or any legal or contractual provision;
 - f) Use structurally more network capacity and/or storage capacity per User than the average user of the Software.
- 6.3. If the Client provides other Users (including employees) access to the Software, he ensures that they comply with the provisions that apply to Users under these general terms and conditions and the End-User License Agreement (EULA).

7. Warranty on Software and Other Guarantees

- 7.1. Ecocharting endeavors to make the Online Software function as much as possible in accordance with the specifications and documentation. Although she strives to prevent errors and defects, it cannot be guaranteed that the Software will always work flawlessly.
- 7.2. Clients with a subscription to Online Software have the right to maintenance for the entire duration under the conditions of article 8.

8. Execution of Maintenance

- 8.1. Clients who use Online Software are entitled to maintenance of the Software for the entire contract period.
- 8.2. Maintenance includes repairing Imperfections in the Online Software, and the documentation, as well as improving and modifying the functionality of the Online Software at the discretion of Ecocharting. Ecocharting decides at its own discretion whether a reported error in the Software is actually an Imperfection.
- 8.3. Imperfections must be reported in writing to Ecocharting immediately, but no later than ten days after discovery. Ecocharting will endeavor to track down and remedy the reported Imperfections or recommend an alternative method of operation.

Unless otherwise agreed in writing, the following services are not considered maintenance, and Ecocharting is therefore entitled to charge these services separately to the Client:

- a) the link to and the interaction with other applications;
 - b) the transition by the Client to other hardware or system software;
 - c) adjusting the layouts of reports, overviews, and lists specifically for the Client;
 - d) converting or restoring files and data;
 - e) training related to the use of the Software.
- 8.4. Ecocharting is not obliged to comply with a request from the Client to perform one of the services mentioned in article 8.3. Ecocharting may require that a separate written agreement be entered into for the performance of those services.



9. Support

- 9.1. Ecocharting will provide the Client with support in line with the specifications in the Service Level Agreement (SLA) of Ecocharting.

10. Partner Software

- 10.1. If the Client uses Partner Software, the additional conditions of this article 10 apply.
- 10.2. The Client guarantees Ecocharting that they have the correct rights to use the Partner Software and that they will strictly comply with the terms of use of the supplier. The Client indemnifies Ecocharting against all claims from third parties – including the supplier of the Partner Software – arising from the Client's non-compliance with the aforementioned conditions.
- 10.3. Ecocharting does not guarantee the correct functioning and/or continuous availability of the Partner Software. The warranty referred to in article 7 does not apply to Partner Software. The Client agrees that Ecocharting and the supplier may interrupt or terminate the availability of the Partner Software at any time.
- 10.4. Support and maintenance related to Partner Software are provided exclusively by the supplier of that Partner Software and under the conditions set by her. If the need for support or maintenance is related to the link between the Software and the Partner Software, Ecocharting will only provide support and maintenance if the Client has entered into a separate agreement regarding the connection with Partner Software.
- 10.5. The Client agrees to open their administration and the data contained therein to the supplier of the Partner Software. The Client hereby accepts that the supplier of the Partner Software potentially has access to personal data stored in their administration. The Client is responsible for concluding a data processing agreement with the supplier of the Partner Software.

11. Prices and Payment

- 11.1. Unless otherwise stated, all amounts mentioned by Ecocharting are in euros, exclusive of VAT and other government levies, and exclusive of transport and insurance costs.
- 11.2. Reasonable expenses incurred by Ecocharting for the execution of the Agreement, such as travel and accommodation costs, are for the Client's account. Unless otherwise agreed, travel time is charged at the usual hourly rates.
- 11.3. Ecocharting is entitled to adjust its rates interim. Any rate changes will be communicated to the Client in a timely manner, at least thirty days before the date the rate change becomes applicable, and will always take effect from the next invoice.
- 11.4. Ecocharting is entitled to demand advance payment or the issuance of a direct debit authorization for products and services. All costs associated with the advance payment or direct debit authorization are for the Client's account.
- 11.5. The Client is obliged to pay each invoice within fourteen days after the invoice date in euros without applying any deduction or settlement.
- 11.6. All judicial and extrajudicial costs incurred by Ecocharting to obtain payment of its invoices are entirely at the Client's expense. The compensation of these extrajudicial costs is fixed at an amount of fifteen percent of the amount to be claimed, unless demonstrably more costs have been incurred.
- 11.7. If the Client disputes the invoice or part thereof, they must do so within fourteen days after the invoice date, stating reasons in writing to Ecocharting. After this period, the Client's right to dispute the invoice expires. A complaint about an invoice does not suspend the obligation to pay it.



12. Liability of Ecocharting; Indemnification

- 12.1. Ecocharting is only liable for damage as described in this article 12, except if the damage is the result of intent or gross negligence on the part of the management of Ecocharting, in which case any limitation of liability expires.
- 12.2. When Ecocharting is culpably deficient in the fulfillment of the Agreement, Ecocharting is only liable for substitute compensation, i.e., up to the amount of the unperformed performance. This compensation is always limited to a maximum of fifty percent of the amount of the products and services delivered under that Agreement in the three preceding months.
- 12.3. Ecocharting is never liable for consequential damage (including loss of profit and losses suffered by the Client), delay damage, damage due to data loss, and damage resulting from information or advice provided by Ecocharting, the content of which is not expressly part of a written Agreement.
- 12.4. In the case of an unlawful act by Ecocharting or one of its subordinates, for which Ecocharting is legally liable, Ecocharting is only liable for compensation of damage resulting from death or bodily injury, in which case its liability is limited to the amount paid out by its liability insurance in this respect.
- 12.5. If the Client holds Ecocharting liable for any damage suffered by him, he is obliged to report this in writing and substantiated to Ecocharting within six weeks after the damage occurred or became known, failing which any right to compensation expires.
- 12.6. Ecocharting is not obliged to fulfill any obligation if this is reasonably not possible for her due to a circumstance not attributable to her (force majeure). This also includes disruptions in the communication infrastructure, disruptions caused by viruses, and causes that lie in programs not managed or developed by Ecocharting.
- 12.7. Ecocharting is not liable for any damage related to granting access by the Client to a third party to the Client's data, even if this is done using a link provided by Ecocharting.
- 12.8. The Client indemnifies Ecocharting against all claims from third parties (including employees and other employees of Ecocharting) in connection with damage attributable to the Client, including:
 - a) Damage caused by employees of Ecocharting who have been made available to the Client and who perform work under his direction and supervision;
 - b) Damage arising in connection with the execution of the Agreement as a result of the Client's actions or omissions;
 - c) Damage resulting from a defect in the products or services delivered by Ecocharting that were used, modified, or delivered by the Client in addition to or in conjunction with their own products, software, or services.
- 12.9. The liability of Ecocharting for equipment and software not manufactured by her is limited to the amount for which the supplier of Ecocharting is liable to her.
- 12.10. The limitations of liability included in this article also apply for the benefit of third parties who perform part of the service provision on behalf of Ecocharting.

13. Personal Data

- 13.1. If Ecocharting processes personal data on behalf of the Client in the context of the execution of the Agreement, such as when the Client uses Online Software, the data processing agreement of Ecocharting is part of these general terms and conditions.
- 13.2. The current version of the data processing agreement can be found on Ecocharting's website. Ecocharting is entitled to amend the data processing agreement in accordance with article 2.5.



14. Confidentiality and Relationship Clause

- 14.1. Ecocharting and the Client commit themselves to mutual confidentiality of all data and information about each other's organizations, each other's customers, the files, the Software, and generally all information of which the parties become aware during work for each other or for the Client's customers. Data and information may only be used for the execution of the Agreement. The parties will make equivalent agreements on confidentiality with their staff and third parties they engage.
- 14.2. The Client shall not enter into any direct or indirect business relationship, employment relationship, or similar relationship with any employee of Ecocharting during the term of the Agreement and for twelve months thereafter, without the written permission of Ecocharting.
- 14.3. In the event of a breach of any of the provisions of this article 17, the Client is immediately liable for a fine of € 20,000 per breach and € 1,000 per day that the breach continues, without further notice of default, without prejudice to the right of Ecocharting to claim compensation for the full damage suffered.

15. Duration and Termination of the Agreement

- 15.1. Unless otherwise agreed, the Agreement is entered into for a period of twelve months. After the expiration of this period, the Agreement is extended by twelve months, and then again by twelve months each time. Termination is only possible in writing, at the end of the current term, with a notice period of one month for the Client and six months for Ecocharting.
- 15.2. Notwithstanding the provisions of article 4.3, Ecocharting has the right to terminate the Agreement with immediate effect, without being obliged to compensate or refund any fees paid, if one of the following situations occurs:
 - a) The Client is in default of their payment obligations;
 - b) The Client files its own petition for bankruptcy or suspension of payments;
 - c) The Client is declared bankrupt or granted a suspension of payments;
 - d) The Client applies for the application of the Natural Persons Debt Rescheduling Act (WSNP) or is admitted to the WSNP;
 - e) The Client or their company is liquidated or terminated.
- 15.3. Ecocharting is entitled to keep the Client's administration(s) for a period of six months after termination in the event of termination of the Agreement due to the Client's bankruptcy, for the benefit of the curator.

16. Miscellaneous

- 16.1. Ecocharting has the right to transfer its rights and obligations towards the Client to third parties.
- 16.2. If a provision of these general terms and conditions or an otherwise agreed written provision turns out to be invalid, the remaining provisions remain in full force. In that case, Ecocharting has the right to establish a substitute provision that closely approximates the intent of the original provision.
- 16.3. The version of the communication stored by Ecocharting between her and the Client serves as proof, subject to counter-evidence by the Client.
- 16.4. Obligations that by their nature are intended to continue even after the termination of the Agreement will continue to exist after such termination.
- 16.5. The relationship between Ecocharting and the Client is governed by Dutch law.
- 16.6. All disputes between the parties that cannot be resolved through mutual consultation will be settled by the competent court in the district of North Holland or a court designated by Ecocharting.