

THIS IS A LEGALLY BINDING AGREEMENT. This agreement is written in English (US). To the extent that any translated version of this agreement conflicts with this English version, this English version controls.

WIZNESS PUBLISHER TERMS OF USE

1. PURPOSE. Wizness Publisher is an online platform that allows people and organizations to create online sustainability reports.

2. SCOPE OF AGREEMENT.

2.1. **Acceptance.** When a party registers an account with Wizness Publisher, that party enters into a legally binding agreement with Wizness “Company”.

2.2. **Users.** “Users” means individuals or commercial entities who:

2.2.(A) are authorized to use Wizness Publisher by Company;

2.2.(B) register an account on Wizness Publisher;

2.3. **Wizness Publisher.** “**Wizness Publisher**” means the online platform designed and developed by the Company to enable the creation of Sustainability reports using the data inputted onto Wizness Publisher by the User.

2.4. **Acceptance of these Terms** By clicking “Join Now” User acknowledges that User has read and understands all the terms and conditions of these Wizness Publisher Terms of Use (the “Terms of Use”)

3. USER’S CONTENT, RIGHTS, AND OBLIGATIONS

3.1. **User License Grant.** User grants Company a non-exclusive, transferable, irrevocable, worldwide, perpetual, unlimited, assignable, sub-licensable, royalty-free right to any information that User posts on, or provides to Company in order to create the sustainability report(s).

3.2. **Company License Grant.** Provided that User complies with the terms of this Agreement, Company grants User a limited, revocable, nonexclusive, non-assignable, non-sublicensable license to access and use Wizness Publisher, including User-created content, or other information provided as part of the Wizness Publisher services (collectively the “Services”). User may access these Services through a generally available web browser, mobile device, or application.

3.3. **Specific Limitations to Company License Grant.** The license granted pursuant to Section 3.2 of these Terms is specifically limited by the following:

- 3.3.(A) User may not use scraping, spidering, crawling, or other technology or software used to access data without the express written consent of Company;
- 3.3.(B) this Agreement does not give User any intellectual property rights (including patent, trademark, and copyrights) to any information on Wizness Publisher;
- 3.3.(C) any use of Wizness Publisher contrary to Company's mission and purpose is strictly prohibited; and
- 3.3.(D) Company reserves all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interests in the Services, and all related items, including any and all copies made of Wizness Publisher.

4. SHARING AND USE

4.1. User's Obligations. User will:

- 4.1.(A) comply with all applicable laws and this Agreement, which may be amended, with or without advance notice;
- 4.1.(B) use the Services in a professional manner; and
comply with the terms of this Agreement.

4.2. User Prohibitions. The User will not:

- 4.2.(A) upload viruses or other malicious code;
- 4.2.(B) use another User's Account;
- 4.2.(C) sell the User's Wizness Publisher account to another party;
- 4.2.(D) use Wizness Publisher to do anything unlawful, misleading, discriminatory, or malicious;
- 4.2.(E) do anything that could disable, overburden, or impair the proper functioning of Wizness Publisher;
- 4.2.(F) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used on Wizness Publisher.
- 4.2.(G) provide any false personal information on Wizness Publisher;
- 4.2.(H) imply or state, directly or indirectly, that User is affiliated with or endorsed by Company;
- 4.2.(I) adapt, modify, or create derivative works based, in whole or part, on:
 - 4.2(I)(i) Company technology;
 - 4.2(I)(ii) Wizness Publisher;

- 4.2.(I)(iii) Any applications or third party services available through Wizness Publisher
- 4.2.(J) remove any copyright, trademark, or other proprietary rights notices contained in or on Wizness Publisher;
- 4.2.(K) infringe or use the Company's brand, logos, or trademarks or any brands, logos or trademarks of a third party which may be found on Wizness Publisher;
- 4.2.(L) use manual or automated software, devices, scripts robots, or other means and processes to access any web pages or other services available via Wizness Publisher
- 4.2.(M) use bots or other automated methods to access or perform any activities through Wizness Publisher;
- 4.2.(N) access Wizness Publisher for purposes of monitoring its availability, performance, or functionality for any competitive purpose;
- 4.2.(O) engage in framing, mirroring, or otherwise simulating the appearance or function of Wizness Publisher;
- 4.2.(P) attempt to gain unauthorized access to Wizness Publisher; or
- 4.2.(Q) disclose critical review of Wizness Publisher to third parties, including the results of performance tests, without prior written authorization from the Company.

5. ACCOUNT SECURITY AND DATA PROTECTION

5.1. **User's Responsibility.** User is responsible for anything that happens with User's account until:

- 5.1.(A) User closes that account; or
- 5.1.(B) User proves that User's account security was compromised due to no fault on the part of the User.

5.2. **Obligation to Protect Account.** In order to protect User's account, User will:

- 5.2.(A) keep User contact information up-to-date and accurate;
- 5.2.(B) not create more than one profile;
- 5.2.(C) not share User 's password with anyone;
- 5.2.(D) not permit others to use User's account;
- 5.2.(E) keep User's password secure and confidential; and
- 5.2.(F) protect sensitive personal information such as User's email address, phone number, street address, or other information that is confidential in nature.

- 5.3. **Company Obligations.** Company may change User's password and notify the User accordingly if Company believes there has been, or is likely to be, a breach of security,
- 5.4. **Electronic Signature.** User's name and password are synonymous with an electronic signature, as defined in section 1316-4 of the French Civil Code.
- 5.5. **Compliance.** User and Company will comply with the European directive 95/46/EC of October 24, 1995 on the protection of individuals with regard to processing of personal data, the free movement of that data, and any other applicable data protection legislation that may be in force or come into force.
- 5.6. **Use of Information.** Company may collect, retains all intellectual property rights in, and may distribute any statistical or performance information.

6. USER GENERATED CONTENT

- 6.1. **Publication.** Wizness Publisher allows User's to generate sustainability reports based on information inputted by the User on the platform. The User may publish the content created by User using Wizness Publisher. The User understands and accepts that any information or report made public may be publicly accessible via the Internet and may be indexed and identified by search engines. The User is responsible for ensuring that User does not make publicly available confidential or private content.
- 6.2. **Disclaimer for Accuracy of User-Generated Content.** User is responsible for the accuracy and completeness of all data inputted into Wizness Publisher. If the User inputs false, inaccurate or incomplete information to Wizness Publisher, this may lead to false, inaccurate or incomplete sustainability reports. The Company shall in no event be responsible for the content of any User-generated reports.

7. COMPANY RIGHTS AND OBLIGATIONS

- 7.1. **Contributions.** By submitting data to Wizness Publisher and by making reports generated by Wizness Publisher publicly available User:
 - 7.1.(A) represents warrants that the data submitted to Wizness Publisher does not contain confidential or proprietary information;
 - 7.1.(B) acknowledges and agrees that Company is under no obligation of confidentiality, express or implied, with respect to such data;
 - 7.1.(C) acknowledges and agrees that Company will be entitled to use or disclose (or choose not to use or disclose) the data, in any way, in any media worldwide;
 - 7.1.(D) is not entitled to any compensation or reimbursement of any kind from Company, under any circumstances, for the information submitted.
- 7.2. **Changes to Services.** Company may, at any time and for any reason:
 - 7.2.(A) modify, replace, refuse access to, suspend the Service, or discontinue Wizness Publisher, partially or entirely, in its sole discretion;

- 7.3. **No Storage Obligation.** Company is under no obligation to store, maintain or provide User a copy of any content that User or other Users submits to Wizness Publisher.
- 7.4. **Right to Access and Disclose.** User acknowledges, consents, and agrees that Company may access, preserve, and disclose any information provided by User (including registration information) if:
- 7.4.(A) required to do so by law; or
 - 7.4.(B) Company has a good faith belief that this access, preservation, or disclosure is reasonably necessary in Company's opinion to:
 - 7.4(B)(i) comply with legal process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures;
 - 7.4(B)(ii) enforce this Agreement;
 - 7.4(B)(iii) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, commercial entity, or government agency;
 - 7.4(B)(iv) respond to customer service inquiries; or
 - 7.4(B)(v) protect the rights, property, or personal safety of Company, Users, or the public.
- 7.5. **User Disputes.** Company reserves the right, but has no obligation, to:
- 7.5.(A) restrict, suspend, or close a User's account if Company determines, in its sole discretion, that doing so is necessary to enforce this Agreement.
 - 7.5.(B) Company may also terminate this Agreement and User's account for any reason or no reason, at any time, with or without notice, effective immediately. Upon termination User loses all access to the Services and Wizness Publisher upon termination of this Agreement.
- 7.6. **Marketing.** Company may use the name of any User, including that User's trademarks and logos, in any commercial or non-commercial advertising, press releases, sales and promotional materials, or any Company website.

8. REPRESENTATIONS AND WARRANTIES.

- 8.1. **User Representations and Warranties.** User represents and warrants that User:
- 8.1.(A) is 18 years or older;
 - 8.1.(B) has full power and authority to enter into this Agreement;
 - 8.1.(C) by entering into this Agreement, User will not violate any other agreement;
 - 8.1.(D) will not violate any intellectual property right, copyright, patent, trademark, trade secret, publicity, privacy right, or other proprietary right of Company;

- 8.1.(E) is providing all equipment, software, and internet access needed to access Wizness Publisher at User's sole cost and expense; and
- 8.1.(F) is solely responsible for ensuring that the configuration of any hardware or software used by User is compatible with the Services.
- 8.1.(G) Is not a competitor of Company or is not using Wizness Publisher to produce services that would be in competition with those of the Company.

8.2. **DISCLAIMER**

- 8.2.(A) **Exceptions.** SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO USER.
- 8.2.(B) **Identity Theft.** COMPANY DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTIFY OF ITS USERS, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF WIZNESS PUBLISHER BY OTHERS USERS. THEREFORE, COMPANY DISCLAIMS ALL LIABILITY FOR IDENTIFY THEFT OR OTHER MISSUE OF IDENTITY OR PERSONAL INFORMATION.
- 8.2.(C) **Services As-Is.** COMPANY PROVIDES WIZNESS PUBLISHER AS-IS AND AS-IS AVAILABLE BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTY THAT THE SERVICES AVAILABLE ON WIZNESS PUBLISHER WILL BE UNINTERRUPTED OR TIMELY. THE USER AGREES AND UNDERSTANDS THAT THE USE OF WIZNESS PUBLISHER IS AT THE USER'S SOLE RISK.
- 8.2.(D) **Sole Remedy.** IF USER IS DISATTISSFIED OR HARMED BY USER'S USE OF WIZNESS PUBLISHER, USER MAY DEACTIVATE USER'S WIZNESS PUBLISHER ACOUNT THEREBY TERMINATING THIS AGREEMENT, WITH THIS TERMINATION BEING USER'S SOLE AND EXCLUSIVE REMEDY.

9. **INDEMNIFICATION AND RELEASE.** User indemnifies, releases, and holds Company and its parents, affiliates, subsidiaries, and their respective directors, officers, shareholders, employees and agents, harmless from all claims, damages, losses, and costs (including, but not limited to reasonable attorneys' fees and costs) in any way related to or arising out of:

- 9.1. User's use of Wizness Publisher;
- 9.2. User's failure to comply with this Agreement;
- 9.3. User's submission of data that violates a third party's rights, or applicable laws;
- 9.4. any content User submits to Wizness Publisher; and
- 9.5. any report User generates using Wizness Publisher.

10. **LIMITATION OF LIABILITY**

- 10.1. **Limitation of Liability.** To the maximum extent permitted by applicable law, the Company, its parents, subsidiaries, affiliates, or their respective directors, officers, shareholders, or employees exclude liability for:

- 10.1.(A) loss of use, profit, revenue, or data to User or any third person;
- 10.1.(B) any consequential, direct, exemplary, incidental, indirect, punitive, or special damages; and

10.2. **Limitation of Liability** To the maximum extent permitted by applicable law, the Company its parents, subsidiaries, affiliates, or their respective directors, officers, shareholders, or employees waive any and all liability for any damages arising out of the present Agreement.

10.3. **Application of Limitation of Liability.** The limitation of liability set forth in Section 10.1 of these Terms apply regardless of whether:

- 10.3.(A) User's claim is based in contract, tort, statute or any other legal theory; or
- 10.3.(B) Company knew or should have known about the possibility of such damages.

11. EXPORT CONTROLS. User's shall comply with all applicable export control laws and regulations with regards to the use of Wizness Publisher and Services.

12. NOTIFICATIONS AND SERVICE OF PROCESS

12.1 **Alerts.** To alert Users to certain changes such as modifications to this Agreement, Company may place a banner notice across its pages. Alternatively, notice may consist of an email from Wizness to an email address associated with User's account, even if Company has other contact information. User acknowledges and agrees that Company has no liability associated with or arising from User's failure to maintain accurate contact or other information, including, but not limited to, User's failure to receive critical information about the Services.

12.2 **Process Service.** All notices and other communications in connection with this Agreement can be sent to Wizness, 2 boulevard Georges Clemenceau, 92400, Courbevoie, France.

13. MISCELLANEOUS.

13.1. **Governing Law.** This Agreement is governed by the laws of France, without regard to conflict of law principles which might require the application of the laws of another jurisdiction.

13.2. **Jurisdiction and Venue.** Each party consents to the exclusive personal jurisdiction of and venue in the federal, state, and municipal courts located in Paris, France.

13.3. **Severability.** If any provision of this Agreement is determined to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid or enforceable provisions be enforced to the extent that they are enforceable.

13.4. **Relief.** In no event will User seek or be entitled to rescission, injunctive, or any other equitable relief, or to enjoin or restrain the operation of the Services.

- 13.5. **Non-Waiver.** A party does not waive any rights under this Agreement by failing to insist on compliance with any of the terms of this Agreement or failing to exercise any rights under this Agreement. A waiver will be in writing and signed by the party granting the waiver in order for the waiver to be effective.
- 13.6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Agreement supersedes any previous or contemporaneous agreements, arrangements, or understandings, whether oral or written.
- 13.7. **Amendments to this Agreement.** Company may modify, supplement, or replace the terms of this Agreement, effective upon posting on the Wizness Publisher website or notifying User pursuant to Section 12 of these Terms. If User does not want to agree to the changes to this Agreement, User can terminate this Agreement pursuant to Section 13 of these Terms.
- 13.8. **Assignment and Delegation.** User's rights and duties under this Agreement are not transferable, delegable, or assignable without the prior written consent of Company. Any assignment or transfer in violation of the foregoing is void.
- 13.9. **Construction.** The Section headings of this Agreement are for convenience only and have no interpretive value. In the event of any ambiguity in or dispute regarding the interpretation of this Agreement, the drafting of the language of this Agreement will not be attributed to either party.
- 13.10. **Survival.** The following provisions survive any expiration or termination of this Agreement: 3.1; 4.2; 7.1; 7.3; 7.4; 8.2; 9; 10; 13.