

CO2 AI PRODUCT ECOSYSTEM PARTICIPANT TERMS AND CONDITIONS

Last update: 13 April 2023

Until further notice by CO2 AI, the CO2 AI Product Ecosystem Platform is only made available, free of charge, to companies that are members of the CDP Supply Chain program of the CDP Worldwide, a company limited by guarantee registered in England under the number 05013650, with its registered office at 4th Floor, 60 Great Tower Street, London, EC3R 5AZ, UK (the “CDP”), and their direct Suppliers, for the purpose of completing the 2023 supply chain questionnaire of the CDP Supply Chain program (the “2023 Supply Chain Questionnaire”).

PLEASE READ THESE PARTICIPANT TERMS AND CONDITIONS (THE “TERMS”) CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY CLICKING TO ACKNOWLEDGE YOUR ACCEPTANCE OF THIS AGREEMENT OR OTHERWISE BY PARTICIPATING IN OR USING THE CO2 AI PRODUCT ECOSYSTEM PLATFORM, YOU AGREE TO COMPLY WITH AND BE BOUND BY THE ENTIRETY OF THIS AGREEMENT. IF YOU DO NOT ACCEPT ALL OF THE PROVISIONS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO PARTICIPATE IN OR USE (AND MUST REFRAIN FROM USING) THE CO2 AI PRODUCT ECOSYSTEM PLATFORM.

ABOUT THE CO2 AI PRODUCT ECOSYSTEM PLATFORM. The CO2 AI Product Ecosystem Platform is a web-based platform owned and operated by CO2 AI, a French simplified joint-stock company (SAS) registered under number 949 056 766 RCS Nanterre, with its registered office at 14 rue Beffroy, 92200 Neuilly-sur-Seine, France (“CO2AI,” “We”, “Our” or “Us”) that allows, among other things:

- customers (each a “Client”) to request that their suppliers (each a “Supplier”) share with the requesting Client the Product Carbon Footprint (“PCF”) data about the supplier’s products (the Supplier or Client entering into these Terms is referred to as a “Participant,” and Clients and Suppliers generally are referred to as “Participants”);
- Suppliers to access a self-service calculator to assist Suppliers in estimating PCF; and
- Participants to enter, upload, exchange and transmit to and through the Platform information relating to the Participant and a Supplier’s products and generate outputs based on such information (e.g., to generate estimated carbon emissions for a given Participant product) (collectively, “Participant Data”).

- 1. Access to the Platform.** Subject to these Terms, CO2 AI hereby grants to Participant, for a limited time as designated by CO2AI, a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the CO2 AI Product Ecosystem Platform, together with all of its features, functionalities, surveys, programs, applications, data, information, documentation and content that are provided or otherwise made accessible to the Participant (collectively, the “Platform”).
- 2. Registration.** Participant obtains access to the CO2 AI Product Ecosystem Platform by registering on CO2 AI’s website. Participant is responsible for creating accounts to enable its Authorized Users to access the Platform.
- 3. Limitations on Use.** Participant (including its Authorized Users) shall not, and shall not permit any other persons to: (a) use the Platform for any purpose other than its intended purpose set out in above; (b) sell, rent, lease, provide access to or sublicense the Platform to a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of the Platform, except to the extent expressly permitted by applicable law (and then only upon advance notice to CO2 AI); (d) copy, modify or create any derivative work of the Platform; (e) use the Platform to build a competitive product or service; (f) introduce any unauthorized or unlawful content, information, data or materials into the Platform; (i) use the Platform in a manner that is illegal or causes damage or injury to any person or property; (j) use any automated system, including without limitation "robots", "spiders", or "offline readers", to access the Platform in a manner that sends more request messages to the Platform than a human can reasonably produce in the same period of time by using a conventional online web browser; (k) attempt to interfere

with or compromise the integrity, performance, or security of the Platform; and/or (l) publish or disclose to third parties any evaluation or benchmarking relating to the Platform, or its performance.

4. Participation. In connection with the Participant's participation in, and use of, the Platform, the Participant agrees to the following:

- 4.1. To limit access and use of the Platform Materials to (i) the Participant's internal business purposes only and (ii) those of its employees who have a need to know ("Authorized Users"). If any Authorized User is no longer an employee of Participant, then Participant shall promptly notify CO2 AI in order to close the user account associated with that Authorized User;
- 4.2. To not disclose Platform Materials to any persons other than its Authorized Users;
- 4.3. To use the Platform Materials only for lawful and intended purposes and to comply (and ensure Authorized Users comply) with all rules, policies and procedures governing the Platform and any use thereof, as may be communicated to Participant from time to time;
- 4.4. Participant is solely responsible for (i) Authorized Users' compliance with these Terms; (ii) the accuracy, content, and lawfulness of all Participant Data; (iii) ensuring that each Authorized User will keep a secure password for his or her use of the Platform, that such password will be changed frequently and that each such Authorized User will keep his or her password confidential; (iv) any and all actions taken using Participant's accounts and passwords; (v) backing up its own system and any Participant Data, including any content downloaded through the Platform; (vi) the performance of the obligations of, and any breach by, any Authorized Users of the Platform who have access by or through the Participant; (vii) procuring and maintaining the hardware, software and Internet connectivity necessary for Participant and its Authorized Users to connect to and use the Platform; and (viii) adopting and maintaining appropriate security procedures and measures to protect its workstations, hardware, software, and passwords, including against any virus or intrusion;
- 4.5. To defend, indemnify, and hold harmless CO2AI, its affiliates, the other Participants and its and their respective directors, officers, partners, members, representatives, agents, successors and assigns, against all claims, losses, costs, and damages, including reasonable attorneys' fees, arising from a claim or proceeding brought by a third party or another Participant that is based upon, arises or results from, or relates to use of the Platform or Participant Data by Participant or any of its Authorized Users or any breach of the representations or warranties made by Participant under these Terms;
- 4.6. We have the right (but not the obligation) to monitor use of the Platform to ensure compliance with these Terms; and
- 4.7. We also have the right to suspend, withdraw, retire and decommission the Platform and to make changes to any material or reports produced by the Platform. In particular, We have sole discretion and control over, and may modify at any time in our absolute discretion: (i) the functionality, performance, configuration, appearance and content of the Platform; (ii) the availability of the Platform to any person at any particular place, time or location; (iii) security protocols or procedures applicable to the Platform; and (iv) CO2 AI policies and procedures in relation to accessing and using the Platform.

5. Participant Data.

- 5.1. Participant hereby grants to CO2 AI a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Participant Data and perform all acts with respect to the Participant Data as may be necessary for CO2 AI to provide the Platform to Participant.
- 5.2. Each Participant determines the other Participants that may access, view and use its Participant Data. By authorizing such other Participants (each an "Authorized Participant"), Participant provides its consent to share its Participant Data with such Authorized Participants through the Platform and for the Authorized Participant to use its Participant Data for lawful purposes and consistent with those separate agreements between the Participant and such Authorized Participant.
- 5.3. Each Participant acknowledges and agrees that (i) its Participant Data is generated and uploaded by them, (ii) it is each Participant's sole responsibility to assess the suitability of Participant Data for use in or with the Platform and with Authorized Participants; and (iii) CO2AI does not independently verify or otherwise check the completeness, accuracy, suitability or integrity of such Participant Data.
- 5.4. Participant represents and warrants to CO2AI and other Participants that: (i) it has the right to share its Authorized Participants' contact details and to permit them to access, view and use its Participant

Data for the purposes stated in these Terms; (ii) Participant Data provided by Participant is accurate and free of any bugs, viruses, and other malware; (iii) its participation in the Platform grants access to its Participant Data; and (iv) provision and use of Participant Data is in compliance with, and will continue to comply with, all applicable laws and regulations, in particular intellectual property and privacy laws.

- 5.5. Participant acknowledges and consents to CO2AI's use of cloud-based infrastructure and repositories offered by third parties in connection with the Platform and the processing of Participant Data.
- 5.6. CO2AI agrees to use commercially reasonable efforts to protect Participant Data.

6. Support. These Terms do not entitle Participant to any support, maintenance, upgrades, or modifications for the Platform (unless provided by CO2 AI in its sole discretion).

7. Financial Terms.

- 7.1. CO2 AI and Participant agree that no fees will be payable under these Terms in exchange for the access and use of the Solution granted under these Terms. Participant acknowledges and agrees that this fee arrangement is made in consideration of the mutual covenants set forth in these Terms, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.
- 7.2. CO2 AI reserves the right to make this access subject to payment at any time, subject to informing Participant at least thirty (30) days before the suspension of its free account. The free account may, without loss of account data, be converted into a paying account after payment by Participant of the fees determined by CO2 AI.

8. Proprietary Rights.

- 8.1. CO2AI and its licensors retain all right, title and interest in and to the Platform, including but not limited to all materials embodied in, or comprising the Platform and all intellectual property, proprietary and database rights embodied in, or otherwise applicable to the Platform and such materials (collectively the "Platform Materials"). There are no implied rights or licenses, and all rights are expressly reserved by CO2AI.
- 8.2. As part of Participant's use of the Platform, Participant acknowledges and agrees that aggregate or statistical data may be developed, which is defined as de-identified, sanitized, or anonymized data that is derived from multiple data sets and Participant Data, but excludes any Participant personal data or Confidential Information (collectively, "**Aggregated Data**"). CO2 AI may use Aggregated Data for analytical, statistical, reporting (including to the CDP) and training purposes and CO2 AI will own such Aggregated Data. Participant also agrees that CO2AI has the right to remotely collect, store, maintain, process, and diagnostic, technical, usage and other related information with the aim of improving the Platform for any reason, including, but not limited to, product enhancements or security evaluations ("**Platform Data**") all of which hereby is owned solely and exclusively by CO2AI. Any such collected by CO2 AI used to improve the Platform and/or the CO2 AI services will be stored in a way that does not identify its source.
- 8.3. As between Participant and CO2 AI, Participant owns all right, title, and interest, including all intellectual property rights, in and to Participant Data.

9. Community; Surveys; Feedback.

- 9.1. By using the Platform, Participant agrees to join CO2 AI's community dedicated to the Product Ecosystem Platform (the "**Community**").
- 9.2. Participant agrees to participate in surveys relating to the use of the Platform which shall enable Participant to provide comments to CO2 AI on matters including: the quality, type and scope of the services and Platform functionalities provided by CO2 AI to Participant; and any ways in which the Platform and services can be improved.
- 9.3. If Participant or anyone on its behalf (including Authorized Users) communicates any comment, questions or suggestions to CO2AI or its affiliates regarding the Platform Materials, including, without limitation, recommending any new features or functionality or any abatement levers (collectively, "Feedback"), CO2AI will not be restricted from using, disclosing, publishing or otherwise exploiting any Feedback and has no obligation to compensate or provide credit or attribution to Participant or the Authorized Users providing such Feedback. Participant hereby

assigns to CO2AI all right, title, and interest in, any Feedback and all intellectual property rights therein or thereto and agrees to execute and deliver any further legal instruments and perform any acts that are or may become reasonably necessary to vest such rights in CO2AI or one of its affiliates. We will not use Participant's name nor reference the Participant in connection with Our use of any such Feedback. Participant agrees that CO2 AI is not obligated to use, any such ideas contained in the Feedback.

- 10. Data Protection.** Under these Terms, each Party processes, on its own behalf, as a separate and independent controller, personal data for its own purposes relating to the management of the commercial relationship with the other Party and the access to the Platform. CO2 AI and the Participant, both in their capacity of autonomous controllers, undertake to process personal data in compliance with applicable data protection laws. Without limiting the foregoing, each Party undertakes to provide the relevant data subjects with adequate information notice. Therefore, each Party agrees to communicate to its own personnel, the privacy notice of the other Party. CO2 AI's privacy notice may be found at [CO2 AI Product Ecosystem Privacy Policy](#). Participant acknowledges that CO2 AI does not need to process personal data or personal identifiable information in the context of the services provided through the Platform. Participant will, and will cause its Authorized Users, not to provide any personal information of any person other than its Authorized Users and Authorized Participants and only to the extent required to access and use the Platform. If CO2 becomes aware of any personal information uploaded onto the Platform in violation of this section, it may without notice delete this information.
- 11. Confidentiality.** During the Term, each Party ("Disclosing Party") will provide the other Party ("Receiving Party") with or will become aware of, in the performance or receipt of the Platform, non-public information and documents concerning its business operations ("Confidential Information"). For the avoidance of doubt, CO2 AI's Confidential Information includes Platform, services and documentation; and Participant's Confidential Information includes the Participant Data; provided that Confidential Information does not include information that is (a) public knowledge or becomes subsequently public knowledge through no fault from the Receiving Party; (b) already known to the Receiving Party prior to its disclosure by the Disclosing Party or a third party having the right to disclose it; (c) lawfully acquired from a third party having the right to disclose it after having entered into these Terms; or (d) developed by the Receiving Party or its employees independently and without breach of any confidentiality obligations. During the Term and for a period of five (5) years thereafter, each Party agrees to maintain in strict confidence all Confidential Information of the other Party. No Party shall, without obtaining the prior written consent of the Disclosing Party, use the Disclosing Party's Confidential Information for any purpose other than for the performance of its duties and obligations under these Terms. The Receiving Party may disclose Confidential Information to (a) its employees and, in the case of CO2 AI its contractors, on a need-to-know basis for as long as the employees and contractors are bound by similar confidentiality provisions; and (b) advisors, provided that the Receiving Party has taken reasonable steps to ensure that such Confidential Information is kept strictly confidential in accordance with the confidentiality obligations imposed hereunder. Participants authorizes CO2 AI to disclose the fact that they have signed up to the Platform to the CDP.
- 12. Publicity.** CO2 AI is authorized to use and/or reproduce Participant's distinguishing signs (corporate name, commercial name, logos and trademarks) on its website and other advertising and marketing materials solely to reference Participant as a user of the Platform. Participant also agrees to participate in relevant case study agreed upon with CO2 AI and provide a testimonial if requested by CO2 AI. No Participant will make any public announcement or press release regarding these Terms without the prior written consent of CO2 AI. Except as required by law, neither CO2AI nor reference to Platform Materials or any Participant Data may be included or made in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution.
- 13. Disclaimer.**

 - 13.1. Except as otherwise expressly set forth in these Terms, the Platform Materials are provided "as is," and to the fullest extent permitted by law, CO2 AI makes no warranties of any kind.
 - 13.2. CO2 AI hereby expressly disclaims, on its own behalf and on behalf of its suppliers, hosting providers and licensors, all express, implied and statutory warranties, except those for which the exclusion is prohibited under applicable laws. CO2 AI does not warrant that any of the Platform

Materials, Platform Data and other outputs/results generated from use of the Platform will meet Participant's requirements or that the use of any of the Platform Materials, Platform Data and other outputs/results generated from use of the Platform will be error free or without interruption. CO2 AI cannot and does not guarantee the privacy, security, integrity or authenticity of any information transmitted over or stored in any system connected to the Internet or that any such security measures will be adequate or sufficient. CO2 AI will not be liable for any loss of Participant Data, delay in service, or any other failure to perform beyond CO2 AI's reasonable control; or for loss or damage to Participant Data that results from Participant or another Participant's breach of these Terms.

13.3. Participant understands and acknowledges that the Platform response times may vary due to external conditions, Platform performance, access device location or other factors, and that access to the Platform may be limited or unavailable during periods of peak demand, systems upgrades, routine or emergency maintenance, force majeure events or for other reasons. CO2 AI does not warrant the performance or availability of the Platform.

13.4. Participant acknowledges and agrees that the output/results generated through use of the Platform and Participant Data are estimates based on data made available from third party sources as well as Participant Data and other Platform Data. CO2 AI will not in any respect be liable for the accuracy, completeness, usefulness or availability of any of the Platform Materials, Platform Data and other outputs/results generated from use of the Platform. Participant retains sole responsibility (and CO2 AI will bear no responsibility or liability) for: (a) collecting any required consents or providing applicable notices to users or data subjects in connection with use of Participant Data, if applicable; (b) correctly inputting Participant Data; (c) decisions regarding data input (e.g., survey questionnaire); (d) errors or omissions in Participant Data, including without limitation, any viruses or malware; (e) Participant's choices with regard to configuring the Platform's options (e.g., filters and groupings); (f) Participants' use and interpretation of the reports or outputs/results generated through the platform and any decisions made by Participant and others based on such reports and outputs/results; and (g) ensuring the accuracy, quality, integrity, legality, reliability and appropriateness of the Participant Data being transferred or used in conjunction with the Platform.

14. No recourse. Participant acknowledges and agrees that: (a) the Platform provides a means by which Participants can share Participant Data between them; (b) CO2 AI does not charge any fees for use of the Platform; (c) its sharing of Participant Data with other Participants is subject to any obligations of confidentiality and non-disclosure under separate agreements between the Participant and those other Participants with which it elects to share such Participant Data; and (d) neither the Participant nor any other Participant will have any recourse whatsoever relating to Participant Data shared between Participants or the use or disclosure of any such Participant Data.

15. Liability. In no event will CO2 AI nor any of its affiliates be liable to Participant or any third party for any loss of profits, loss of revenue, loss of business opportunity, loss of data, loss of operation time, loss of operational effectiveness, loss of anticipated savings or loss of use of any equipment or process, loss or damage to goodwill and similar losses or corruption of data or information, pure economic loss or any indirect loss howsoever arising out of the supplying or failure or delay in supplying of the Platform Materials or services related thereto, even if CO2 AI has been advised of the possibility of such damages or losses. Nothing in these Terms shall exclude or limit the liability of either Party for (a) death or personal injury, or loss of or damage to tangible property; (b) gross negligence ("*faute lourde*") or willful misconduct ("*dol*"); (c) breach of their confidentiality obligations under these Terms; or (d) any other cause of action which cannot be limited or excluded under applicable laws. Subject to the foregoing, the total aggregate liability of CO2 AI and its affiliates under these Terms will not exceed one thousand (1,000) euros including tax. The Parties declare that the limitation of liability mentioned above is a substantial condition of acceptance of these Terms.

16. Suspension; Termination.

16.1. CO2 AI may suspend the Participant's or any Authorized User's access to and use of the Platform at any time and without prior notice, for any or no reason, including if CO2 AI believes that Participant or any Authorized User has violated or acted inconsistently with these Terms.

16.2. Either party may terminate these Terms at any time, without cause, upon ten (10) days prior written notice. Upon termination, all rights and access granted to Participant immediately terminate and Participant and its Authorized Users will immediately cease use of the Platform.

17. Miscellaneous.

- 17.1. Independence of the Parties. The Parties are and will act as independent contractors. Nothing in these Terms may be construed or implied to create an agency, association, partnership or joint venture. At no time will either Party make any commitments or incur any charge or expense for or in the name of the other.
- 17.2. Subcontracting. Participant accepts that CO2 AI may freely, without prior formality, subcontract all or some of its obligations under these Terms.
- 17.3. Assignment. Participant may not assign any of Participant's rights or delegate any of its obligations under these Terms, whether voluntarily or by operation of law or otherwise (including in connection with any merger or acquisition involving Participant), without the prior written consent of CO2 AI. Without Participant's prior consent, CO2 AI has the right to assign, novate or transfer these Terms to any third party, whether pursuant to a sale or transfer of the business to which these Terms relates, or to an affiliate of CO2 AI, and in any such case, Participant hereby agrees that CO2 AI will be released from any liability arising after the effective date of any such assignment, novation or transfer. Participant agrees to promptly execute and deliver any documents required by CO2 AI for the purposes of this Section.
- 17.4. Severability. If any provision of these Terms should become void or unenforceable, the remaining provisions of these Terms remain in force. The Parties agree that the void or unenforceable provision will be replaced by a valid provision that best achieves the commercial intention of the Parties.
- 17.5. Waiver. No failure or delay in exercising any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. Either Party may waive compliance by the other Party with any covenants or conditions contained in these Terms only by written instrument signed by the Party waiving such compliance. No such waiver, however, will be deemed to waive any other circumstance or any other covenant or condition not expressly stated in the written waiver.
- 17.6. Entire Agreement. These Terms constitute the entire agreement of the Parties with respect to its subject matter, and supersedes and replaces all prior communications, representations, or agreements, oral or written, by the Parties relating thereto, including any other terms and conditions of purchase, sale, or service of either Party.
- 17.7. Changes. CO2 AI reserves the right to modify these Terms from time to time, in its sole discretion. Unless otherwise specified by CO2 AI, changes become effective for Participant upon thirty (30) days notice to Participant. CO2 AI will use reasonable efforts to notify Participant of the changes through communications via Participant's account, email or other appropriate means.
- 17.8. Governing Law. These Terms and any dispute arising out of or in connection with these Terms shall be governed by and construed in accordance with French law.
- 17.9. Disputes. All disputes arising out of, or in connection with, the signature, validity, interpretation, and performance of these Terms that the Parties cannot resolve amicably, shall be submitted to the exclusive jurisdiction of the courts of Paris (France), provided that CO2 AI may apply to any court of competent jurisdiction to defend its intellectual property rights.