

PLATFORM AGREEMENT

Last updated: 3 September, 2025

EtOso Ltd is a company registered in England, under company number 11263533, with its registered office at 228a First Floor, High Street, Bromley, England, BR1 1PQ (“**EtOso**”).

1. UNDERSTANDING THIS AGREEMENT

- 1.1 This Agreement applies to the Customer’s use of the Platform, and access to the Platform Reports and/or Catalogue (as applicable) thereon.
- 1.2 The Customer will be required to: (i) create an Account with EtOso (as described in clause 3); (ii) consent to this Agreement, by clicking “I Accept” as part of the Account creation; (iii) select the relevant tier of subscription the Customer wishes to subscribe to in relation to the Platform, Platform Reports and/or Catalogue, and that EtOso shall make available in accordance with this Agreement, as further described in Schedule 2; and (iv) where payment is required, make payment in accordance with clause 9.
- 1.3 If the Customer does not agree to the terms of this Agreement, then the Customer should not access the Platform.
- 1.4 In this Agreement, references to “Customer” mean:
 - 1.4.1 the person accessing or using the Platform; and
 - 1.4.2 the business on whose behalf it is acting.
- 1.5 The Customer represents and warrants that it has full legal authority to bind its company and that it can agree to this Agreement on behalf of the company it represents.

2. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation set out in Schedule 1 apply to this Agreement.

3. ACCOUNT REGISTRATION

Account registration process

- 3.1 The Customer is required to register an Account with EtOso on the Platform in order to access the Free Services, Platform, Platform Reports and/or Catalogue (as applicable). If the Customer does not create an Account, the Customer will not be able to access the Free Services, Platform, Platform Reports and/or Catalogue (as applicable).
- 3.2 Except in relation to any Free Services, EtOso provides access to the Platform, the Platform Reports and/or Catalogue on a paid subscription basis. The Customer shall select which subscription tier it wishes to subscribe to. The Customer shall pay EtOso the Fees in relation to the tier it selects, as further set out in its Account. If the Customer wishes to change the tier of its subscription to a higher tier, it may do so at any time, and EtOso will adjust the Fees accordingly.
- 3.3 The Customer’s subscription to the Platform and access to the Platform Reports and/or Catalogue thereon shall be provided for the duration selected in its Account (“**Initial Term**”). After the Initial Term has expired, the subscription to the Platform and access

to the Platform Reports and/or Catalogue thereon shall automatically renew for successive periods that have the same duration as the Initial Term (each such period called a “**Renewal Period**”), and payments will continue to be taken accordingly. The Customer may cancel renewal to its subscription to the Platform and access to the Platform Reports and/or Catalogue thereon, thirty (30) days before the expiry of the Initial Term or the Renewal Period (as applicable). If the Customer exercises its cancellation rights pursuant to this clause 3.3, it will continue to receive access to the Platform, Platform Reports and/or Catalogue for the remaining duration of the applicable Initial Term or Renewal Period. Thereafter, the Customer will only be able to access the Free Services.

- 3.4 Notwithstanding clause 3.3, where the Customer selects to make payment via Klarna (or another similar payment provider, as may be updated from time to time by EtOso), the Customer’s subscription will be for the duration of the Initial Term and will not automatically renew for further Renewal Periods. The Customer will be responsible for renewing its subscription again via its Account.
- 3.5 When the Customer registers an Account, the Customer will be asked to provide certain information (such as its name and an email address and, where applicable, billing information) and to create a password, as part of EtOso’s security procedures. The Customer must treat the password as confidential and not disclose it to any third party. Once the Customer has registered an Account, it will be a “**Registered User**”.
- 3.6 The Customer must ensure that:
 - 3.6.1 all the information provided to EtOso in connection with its Account is complete and accurate;
 - 3.6.2 it is the person whose details it has provided; and
 - 3.6.3 it will notify EtOso immediately if there are changes to the information that it has provided.
- 3.7 EtOso reserves the right to disable any Accounts and/or passwords, at any time, if in EtOso’s reasonable opinion the Customer, or where applicable, its Authorised Users, have failed to comply with any of the provisions of this Agreement.
- 3.8 If the Customer knows or suspects that anyone other than the Customer knows its Account login details and/or password, or it becomes aware of any transactions on its Account which have not been validly authorised, the Customer must immediately notify EtOso at support@etosio.io.
- 3.9 The Customer is responsible for any unauthorised use of its Account log in details.
- 3.10 Provision and access of the Platform, Platform Reports and Catalogue is contingent upon: (i) the Customer becoming a Registered User; and (ii) in respect of any paid subscription paying the applicable Fees in accordance with Clause 9.
- 3.11 Where applicable, if agreed as part of the Customer’s Account registration that the Platform, Platform Reports and/or Catalogue may be provided to certain Authorised Users, and subject to payment of the Fees and compliance with this Agreement, the provisions under clause 9 shall apply in respect of any Authorised Users.

4. **PROVISION OF THE PLATFORM**

General

- 4.1 EtOso shall update the Datasets from time to time, at a frequency determined in its sole discretion.

Platform Subscription

- 4.2 Subject to the Customer completing the Account registration process (as described in clause 3), payment of the Fees (where required for a paid subscription) and compliance with the other terms and conditions of this Agreement, EtOso hereby grants to the Customer a non-exclusive, non-transferable, revocable right (without the right to grant sub-licences) to use and access, and, where applicable and as agreed in its Account, to permit the Authorised Users to use and access the Platform on a software-as-a-service basis, solely for its internal business purposes.
- 4.3 EtOso may amend the Platform, Software and/or Service Description (as applicable) from time-to-time provided such amendments apply to the majority of customers and do not materially and negatively impact the functionality, performance or security of the Platform and/or Software (as applicable). EtOso shall inform the Customer of such amendments in accordance with the process set out in Schedule 2 (Service Description).
- 4.4 The Customer acknowledges and agrees that EtOso and its licensors own all Intellectual Property Rights in the Platform, Information, Software, Database, Datasets, Platform Reports, Catalogue and the Service Description, including all subsequent copies of, and modifications, adaptations, amendments and additions to the same regardless of who made them. Except as expressly stated herein, this Agreement shall not grant the Customer (or where applicable, its Authorised Users) any rights to, or in, any Intellectual Property Rights in respect of the Platform, Information, Software, Database, Datasets, Platform Reports, Catalogue and the Service Description.
- 4.5 EtOso grants to the Customer (and where applicable its Authorised Users), a royalty-free, worldwide, revocable, perpetual license to use the Catalogue and Platform Reports it has downloaded from the Platform for its business purposes.
- 4.6 EtOso and its licensors shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate:
- 4.6.1 any enhancement requests or feedback into the Platform and/or Software provided by the Customer and, where applicable any Authorised Users, so long as the Customer (and where applicable, its Authorised Users) are not identified in any way as the source of such feedback. For the avoidance of doubt, EtOso shall not be obliged to implement any such enhancement requests or feedback; and
 - 4.6.2 any Customer Data, to the extent such Customer Data is inputted into the Smart Interface and/or forms part of the Platform Reports to enable EtOso to further improve the Platform for its own internal business purposes. For the avoidance of doubt, EtOso will not use any Customer Data for any training of any artificial intelligence model.
- 4.7 To the extent the Customer does not wish to provide its Customer Data for the purposes in clause 4.6.2, it may request to opt out of providing its Customer Data for these purposes by notifying EtOso at: support@etosio.io.

Consumption Limits

- 4.8 Notwithstanding anything else to the contrary, the Customer acknowledges and agrees that the use of the Platform and/or Catalogue may be subject to Consumption Limits, which shall be notified to the Customer in its Account. If the Customer has exceeded or reasonably suspects it may exceed (or, where applicable, its Authorised Users may exceed) the Consumption Limits, it will notify EtOso immediately at [insert email address].
- 4.9 If the Customer exceeds the Consumption Limits, then: (i) EtOso reserves the right to suspend access to the Platform, Platform Reports and/or Catalogue (as applicable) for a period of time, as determined in EtOso's sole discretion; or (ii) the Customer can upgrade to a higher subscription tier in its Account, and pay EtOso any additional Fees required in accordance with Clause 9.
- 4.10 The Customer acknowledges that its access to the Platform, Platform Reports and/or Catalogue (as applicable) is subject to compliance with clause 4.8.

Free Services

- 4.11 From time to time, EtOso, in its sole discretion, may offer certain functionality in relation to the Platform, Platform Reports and Catalogue (as applicable) on a free basis, as further described in Schedule 2 (Service Description) ("**Free Services**").
- 4.12 The Customer can elect to stop accessing the Free Services at any time.

5. ETOSO OBLIGATIONS

- 5.1 EtOso warrants that the Customer's (and, where applicable, its Authorised Users) use of the Platform shall perform materially in accordance with Schedule 2 (Service Description).
- 5.2 EtOso shall perform its obligations under this Agreement in compliance with all Applicable Laws, and to the extent applicable to the Customer's use of the Platform and/or receipt of the Platform Reports and/or Catalogue (as applicable), any AI Regulation.
- 5.3 EtOso shall provide the Platform in accordance with the service level agreement, as set out in Schedule 3 (Service Level Agreement).
- 5.4 If EtOso fails to comply with the warranty at Clause 5.1, it shall use its reasonable endeavours to rectify, repair or correct such failure within a reasonable time. The warranty at Clause 5.1 shall not apply to the extent of any non-conformance, including unavailability, which is caused by: (a) the Customer's (or, where applicable its Authorised Users) breach of this Agreement; (b) use of the Platform contrary to EtOso's instructions; or (c) modification or alteration of the Platform by any party other than EtOso or authorised EtOso Personnel.
- 5.5 [The Customer acknowledges that EtOso and/or EtOso Personnel may from time to time carry out routine and emergency maintenance of the Platform. The Customer may be unable to access the Platform during any period in which routine or emergency maintenance is being carried out, although EtOso will use its reasonable endeavours to keep disruption to and unavailability of the Platform to a minimum.]
- 5.6 Without limitation to Clause o (Force Majeure), the Customer acknowledges that EtOso has no direct control over the availability of bandwidth over the entirety of the internet and that, while EtOso will use such endeavours as EtOso deems appropriate to facilitate the Platform, EtOso shall not be responsible for delays caused by such unavailability.

- 5.7 Except as expressly provided in this Agreement, the Platform, and the Platform Reports and/or Catalogue thereon (as applicable) are provided “as-is” and to the extent permitted by law, EtOso disclaims all other conditions, warranties, representations, undertakings or other terms which might have effect between the parties with respect to the Platform, the Platform Reports and/or Catalogue thereon (as applicable) or be implied or incorporated into this Agreement, whether by statute, common law, custom or otherwise, including any implied conditions, warranties, undertakings or other terms relating to satisfactory quality, reasonable skill and care, fitness for any particular purpose, ability to achieve a particular result or arising from course of dealing or usage of trade.
- 5.8 EtOso does not warrant anything in relation to systems that do not make up the Platform or the connection to those systems.

6. DISCLAIMERS

- 6.1 The Customer acknowledges (and, where applicable, ensures that its Authorised Users acknowledge and agree) that the provision of the Catalogue and any Platform Reports generated by the Platform should be used for information purposes only. The Customer further acknowledges and agrees that the provision of the Catalogue and Platform Reports (as applicable) are not intended to, and should not be construed as, an offer to sell, a solicitation of an offer to buy, or an endorsement or recommendation of any particular ESG initiative.
- 6.2 Nothing in this Agreement, or the Customer’s (and its Authorised Users) access to the Catalogue and Platform Reports (as applicable) shall constitute investment advice, legal advice, or any other professional advice. The Customer assumes all risks in acting upon any of the Catalogue or Platform Reports (as applicable) made available or produced in the access and use of the Platform. Under no circumstances shall EtOso or any EtOso Personnel have any responsibility or liability for any ESG investment or initiative, ESG related decisions or other business decisions or advice arrived at when using or relying on the Catalogue and/or Platform Reports. Accordingly, the Customer acknowledges and agrees that it assumes sole responsibility for results obtained from the access and use of the Platform Catalogue and/or Platform Reports (as applicable) and for conclusions drawn from such access and use.
- 6.3 EtOso does not warrant, represent, undertake or agree that: (a) the use of Catalogue and/or Platform Reports (as applicable) by the Customer or, where applicable its Authorised Users will meet the Customer’s (or its Authorised Users) requirements nor that any recommendations derived from use of the Catalogue and/or Platform Reports will deliver any particular benefits if implemented; (b) defects in the Platform Catalogue and/or Platform Reports (as applicable) will be corrected; or (c) the functions of the Platform will operate in the combinations which the Customer selects for use. Under no circumstances shall EtOso or EtOso Personnel have any liability for any losses, claims, damages, costs or expenses caused by errors or omissions in any information, instructions or scripts, provided to EtOso and/or EtOso Personnel by or on behalf of the Customer in connection with the Platform or any actions taken by EtOso and/or EtOso Personnel at the Customer's direction.
- 6.4 EtOso does not warrant, represent, undertake or agree that: (i) access to the Platform, or the provision of the Datasets, Catalogue and/or Platform Reports (as applicable) are correct, accurate, reliable, error-free or free from any bias or hallucinations; or (ii) any data, sources or information from third parties which may be provided via the Platform, or as part of the Catalogue and/or Platform Reports (as applicable) are correct or accurate; or (iii) that the Datasets are complete or accurate.

7. CUSTOMER OBLIGATIONS

7.1 In relation to the Platform:

- 7.1.1 the Customer shall not (and, where applicable shall ensure that its Authorised Users shall not) store, distribute or transmit any Virus, or any material, information or data (including any Customer Data) through the Platform, and/or Software (as applicable) that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
- 7.1.2 the Customer shall not (and, where applicable, shall ensure that its Authorised Users shall not) use the Platform in combination with any High-Risk System or Prohibited AI Practices;
- 7.1.3 the Customer acknowledges and agrees (and, where applicable, ensures that its Authorised Users acknowledge and agree) that the Platform uses AI Systems, including in order to generate the Platform Reports; and
- 7.1.4 the Customer (and, where applicable, its Authorised Users) acknowledge and agree to evaluate the suitability of the Platform Reports, in particular by human verification of the Platform Reports;

7.2 the Customer shall not:

- 7.2.1 except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties, attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Platform, Information, Software or Service Description;
- 7.2.2 access, develop, supply or market all or any part of the Platform and/or Software (as applicable) in order to build a product or service which replicates, competes with or is substantially similar to the Platform;
- 7.2.3 attempt to undertake any security testing of the Platform and/or Software (as applicable) without the prior written consent of EtOso;
- 7.2.4 except as expressly permitted under this Agreement, use the Platform and/or Software to provide services to third parties (including any affiliates of the Customer);
- 7.2.5 subject to Clause 0 (Assignment), transfer, temporarily or permanently, any of its rights under this Agreement; or
- 7.2.6 except to the extent permitted by this Agreement, assist third parties in obtaining access to the Platform and/or Software (as applicable);
- 7.2.7 the Customer shall use its best endeavours to prevent any unauthorised access to, or use of, the Platform and shall notify EtOso promptly of any such unauthorised access or use; and
- 7.2.8 EtOso may audit the Customer's compliance with this Clause 7 by any lawful, technical means and the Customer shall provide all reasonable assistance and

information to EtOso necessary to establish that the Platform is only being accessed and used in accordance with this Agreement.

7.3 The Customer shall:

- 7.3.1 warrant that it has validly entered into this Agreement and has the legal power and authorisation to do so;
- 7.3.2 provide EtOso with all necessary co-operation in relation to this Agreement and access to such information as may be required by EtOso in order to provide the Platform, and the Platform Reports and/or Catalogue thereon (as applicable);
- 7.3.3 ensure that the Authorised Users comply with any acceptable use policies specified or provided by EtOso from time to time for the Platform ;
- 7.3.4 maintain sufficient licences to any software (from third parties or licensed by EtOso separately to this Agreement) operated using or in conjunction with the Platform;
- 7.3.5 maintain adequate internet connections and technical capabilities to access and use the Platform, including complying with the Minimum Technical Requirements. The Customer acknowledges that as between the parties, it is solely responsible for ensuring that it has and shall maintain the appropriate hardware to access the Platform and its firewalls, security and privacy systems and settings, and other plug-ins or applications, do not interfere with or restrict the Customer's, or, where applicable its Authorised Users', access and use of the Platform and EtOso and EtOso Personnel shall have no responsibility or liability in relation thereto;
- 7.3.6 comply with all Applicable Laws and regulations with respect to its activities under this Agreement;
- 7.3.7 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;
- 7.3.8 before the Customer uses any updates to any third party software in a live environment, carry out testing updates to any third party software to its satisfaction, to ensure that such updates meet the Customer's own requirements without causing any issues with the Customer's use of the Platform; and
- 7.3.9 undertake appropriate back-ups to its data and to secure media with such regularity and in such a manner so as to ensure that it can restore such data and media in the event of data loss or corruption from any cause.

8. AUTHORISED USERS

8.1 Where applicable, in relation to Authorised Users:

- 8.1.1 the Customer shall ensure that the Authorised Users comply with the terms of this Agreement, and shall be responsible for any acts and omissions of the Authorised User as if committed by the Customer itself;
- 8.1.2 the Customer shall comply with the enrolment process for Authorised Users as set out in Schedule 2 (Service Description);

- 8.1.3 the Customer shall maintain a written, up to date list of current Authorised Users and provide such list to EtOso within five (5) Business Days of EtOso's written request at any time or times;
 - 8.1.4 the Customer shall ensure that each Authorised User keeps any password(s) for their use of the Platform secure and confidential, that such password(s) are changed no less frequently than once every ninety (90) days and that each Authorised User does not share their password(s) to allow any other employees, contractors (individuals or otherwise), representatives and agents of the Customer or any other individual or third party to access the Platform (as applicable);
 - 8.1.5 in respect of any Authorised User, the Customer will not allow any Authorised User account to be used by more than one (1) individual Authorised User. If the Customer requires an Authorised User's account to be transferred to another individual, the Customer must provide EtOso with full details of the new Authorised User (as specified by EtOso) and EtOso shall transfer the Authorised User account to the new individual as soon as reasonably practicable. The Customer may not request more than two (2) account transfers in the Initial Term or Renewal Period (as applicable). Following any agreed reassignment of an Authorised User's account, the previous Authorised User shall have no further right to access the Platform;
 - 8.1.6 if an Authorised User leaves the employment or engagement of the Customer or where the employment or engagement of an Authorised User is transferred such that the Customer does not intend for them to have access to the Platform, the Customer shall promptly inform EtOso so that EtOso may disable such individual's passwords (which EtOso shall do within a reasonable period of time); and
 - 8.1.7 EtOso may audit the Platform regarding the name and password for each Authorised User and, if such audit reveals that passwords have been provided to individuals who are not Authorised Users, EtOso may, without prejudice to EtOso's other rights; (a) disable such passwords (or require the Customer promptly to disable such passwords) and the Customer shall not issue any new passwords to such individuals; and/or (b) charge the Customer an additional fee (calculated on a pro-rata basis against the Customer's then-current Fees) for the additional number of Authorised Users accessing and using the Platform.
- 8.2 If the Customer wishes to purchase the right to increase the number of Authorised Users, the Customer shall notify EtOso via its Account at the following email address: support@etoso.io. EtOso shall evaluate such request for additional Authorised Users and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld). If EtOso approves the Customer's request to purchase access for additional Authorised Users, the Customer shall pay to EtOso the relevant fees for such additional Authorised Users in accordance with the requirements in its Account.

9. FEES AND PAYMENT TERMS

Fees

- 9.1 Where EtOso is providing the Customer with a subscription that is subject to payment of Fees, the Fees shall be set out in the Customer's Account. The Customer shall pay the Fees to EtOso in accordance with this Clause 9.

- 9.2 EtOso will take payment of the Fees at the frequency set out in the Customer's Account, with EtOso being entitled to take the first payment on the completion of the Customer's Account. Sums shall be paid in full without set off or deduction.
- 9.3 EtOso reserves the right to increase the Fees at any time. EtOso shall notify the Customer by email in its Account of any increase to the Fees.

Payment Terms

- 9.4 The Customer shall select in its Account whether to provide payment to EtOso in accordance with Clause 9.4.1 or 9.4.2 below:
- 9.4.1 if the Customer selects to pay by card in its Account, then EtOso (or EtOso's payment service provider on EtOso's behalf) shall take payment of all Fees for the provision of the relevant subscription tier selected in its Account for the Platform, Platform Reports and/or Catalogue (as applicable) in accordance with this Agreement by using the credit card or debit card details provided to EtOso (or EtOso's respective payment provider) when the Customer creates its Account. If EtOso (or EtOso's respective payment provider) does not have valid card or direct debit details for the Customer, or the Customer wishes to use a different credit or debit card, the Customer shall notify EtOso (or EtOso's respective payment provider) and EtOso (or EtOso's respective payment provider) will use those details for payment of the Fees; or
- 9.4.2 if the Customer selects the invoicing payment method in its Account, EtOso shall invoice the Customer in advance, with the first payment being taken on the completion of the Customer's Account, and thereafter in accordance with the frequency selected in the Customer's Account. The Customer agrees that it shall pay each invoice immediately from the date of receipt of such invoice.
- 9.5 Certain Fees are carried out and processed by independent payment processors (and not EtOso). The processing of the Customer's payment is therefore subject to the payment processing providers terms and policies. EtOso does not accept any liability relating to these services and processes. In particular, EtOso is not responsible for any errors made by any payment processors. The Customer is responsible for reviewing the applicable terms and policies of any payment processor that applies to its payments.
- 9.6 EtOso reserves the right to change the options of payment methods at any time and will notify the Customer in its Account via email.
- 9.7 The Fees shall be paid in the currency identified in the Customer Account. EtOso may apply a conversion rate to the Fees, if required. The application of any exchange rate shall be determined in EtOso's sole discretion, and the application of such exchange rate may change the amount of the Fees.
- 9.8 All sums due to EtOso under or in relation to this Agreement are exclusive of any Sales Tax which shall be charged in addition and in accordance with the relevant regulations in force at the time of making the relevant taxable supply and shall be paid by the Customer in full at the same time as payment is due in its Account.
- 9.9 If the Customer fails to make any payment in accordance with this Agreement, then EtOso shall (without prejudice to its other rights and remedies) be entitled to:
- 9.9.1 charge interest on the overdue amount at the lesser of the maximum rate allowed by law or a rate of 3% per month above the base rate of the Bank of England from time to time in force, compounded on a monthly basis, from

the date on which such amount fell due until payment, whether before or after judgment; and/or

- 9.9.2 suspend the Customer's and, where applicable the Authorised Users' access to and use of the Platform and Platform Reports and/or Catalogue thereon (as applicable) until payment is made by the Customer in accordance with this Agreement.
- 9.10 Any Fees paid in accordance with this Clause 9 shall be non-refundable in all circumstances, including upon cancellation of your subscription and Account.
- 9.11 The Customer shall provide, in its Account, accurate, current and complete information on the Customer's billing address and billing contacts, including email address and phone number, and will promptly update its Account if this information changes.

10. CUSTOMER DATA AND DATA PROTECTION

- 10.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall at all times have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data and for ensuring that its use does not infringe the rights of any third parties.
- 10.2 Subject to clause 4.6.2, the Customer hereby grants to EtOso and EtOso Personnel, on and subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable licence to use the Customer Data for the purpose of providing the Platform and/or Platform Reports (as applicable) and the exercise of EtOso's rights under this Agreement (together with the right to sub-licence these rights to its hosting, connectivity and telecommunications service providers and any other third party provider to the extent necessarily required for the performance of EtOso's obligations) and for any requirements ancillary to the provision of the Platform. The Customer warrants to EtOso that the use of the Customer Data in accordance with this Agreement will not: (a) breach any Applicable Laws; (b) infringe the Intellectual Property Rights or other legal rights of any person; or (c) give rise to any cause of action against EtOso, in each case in any jurisdiction and under any Applicable Laws. Subject to clause 4.6.2, this licence shall expire upon the cancellation of the Customer's Account.
- 10.3 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for EtOso to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data where such back-ups are made by EtOso. EtOso shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by the Customer (or, where applicable its Authorised Users) or any third party (except those third parties sub-contracted by EtOso to perform services related to Customer Data hosting and back-up, in which case EtOso's liability shall be subject to the limitations and exclusions set out in this Agreement, including those set out in this Clause and Clause 12).
- 10.4 EtOso shall use the Customer's personal data in accordance with its privacy policy, which can be found [here](#).
- 10.5 Each party shall at all times comply with good industry practice relating to data protection, and implementation and maintenance of information security policies, processes and (subject to Clause 10.3) back-up systems.

11. INDEMNITIES

- 11.1 The Customer shall indemnify, keep indemnified and hold EtOso and EtOso Personnel harmless against any and all damages, claims, actions, proceedings, losses and reasonable costs (including legal fees) and expenses arising from any third party claims or actions arising out of or in connection with: (i) the Customer and/or the Authorised Users' use (or misuse) of the Platform and Platform Reports and/or Catalogue thereon (as applicable) in breach of this Agreement; (ii) use by EtOso of any Customer Data which results in the infringement of any third party rights (including any Intellectual Property Rights) and/or (iii) any breach of the Customer's warranty in Clause 10.2.
- 11.2 Subject to the provisions of this Clause 11.2 and Clauses 11.3 to 11.5, EtOso shall indemnify the Customer and hold the Customer harmless in respect of all damages and reasonable costs (including court costs and legal fees) and expenses arising directly from an IPR Claim which is valid and enforceable in the legal jurisdiction in which the IPR Claim, is commenced provided that:
- 11.2.1 the Customer shall give EtOso prompt notice of any actual or threatened IPR Claim;
 - 11.2.2 the Customer shall not admit any liability or agree to any settlement or compromise of an IPR Claim without the prior written consent of EtOso;
 - 11.2.3 EtOso shall be entitled at any time to assume exclusive conduct of the IPR Claim (which shall include, but not be limited to, the exclusive right to conduct any proceedings or action, negotiate the settlement of the IPR Claim and to conduct all discussions and dispute resolution efforts in connection with the IPR Claim);
 - 11.2.4 the Customer shall, at EtOso's request, cost and expense, give EtOso all reasonable assistance in connection with the conduct of the IPR Claim (including taking such steps as is necessary to enable EtOso to assume conduct of the IPR Claim pursuant to Clause 11.2.3); and
 - 11.2.5 the Customer takes all reasonable steps to mitigate any liabilities which are the subject of the indemnity in this Clause 11.2.
- 11.3 If any IPR Claim is made, or in EtOso's reasonable opinion is likely to be made, against the Customer, EtOso may at its option and expense:
- 11.3.1 obtain for the Customer the right to continue using the Platform in the manner permitted under this Agreement; or
 - 11.3.2 modify or replace the infringing part of the Platform (as applicable) so as to avoid the infringement or alleged infringement, but in such a way that does not materially adversely affect the functionality of the Platform; or
 - 11.3.3 terminate the Customer's Account and access to the Platform immediately on notice to the Customer.
- 11.4 Under no circumstances shall EtOso or any EtOso Personnel be liable to the Customer under Clause 11.2 or 11.3 (or otherwise) to the extent that the infringement (whether actual or threatened) is based on: (a) any changes, modifications, updates or enhancements made to the Platform other than by EtOso or EtOso Personnel; (b) any use of the Platform by the Customer or, where applicable, its Authorised Users in a manner contrary to EtOso's instructions and/or in breach of this Agreement; (c) the

Customer's or, where applicable its Authorised Users' use of the Platform after notice or becoming aware of the actual or threatened IPR Claim; or (d) where the Platform Report has been created, produced or generated, in whole or in part by the Customer and/or its Authorised Users, inputting Customer Data where it does not have the necessary rights to do so.

- 11.5 The provisions of Clauses 11.2 to 11.4 inclusive state the entire liability of EtOso to the Customer in connection with an IPR Claim and shall be the Customer's sole and exclusive remedy in that regard.

12. LIMITATION OF LIABILITY

- 12.1 Nothing in this Agreement excludes or limits the liability of either party to the other for:

12.1.1 death or personal injury caused by negligence;

12.1.2 fraud or fraudulent misrepresentation by it or its employees; or

12.1.3 any other liability that cannot be excluded or limited by law.

- 12.2 Subject to Clause 12.1, EtOso and/or EtOso Personnel shall not be liable whether in tort (including for negligence), breach of statutory duty, contract, misrepresentation (whether innocent or negligent), restitution or otherwise for:

12.2.1 any loss of profits, loss of business, loss of savings, depletion of goodwill and/or similar losses, or pure economic loss or (subject to Clause 10.3) any loss of corruption of data or information (regardless of whether these types of loss or damage are direct, indirect or consequential); or

12.2.2 any special, indirect or consequential loss or damage whatsoever,

in each case however arising under or in connection with this Agreement and even if EtOso and/or EtOso Personnel were aware of the possibility that such loss or damage might be incurred.

- 12.3 Subject to Clause 12.1 and 12.2, EtOso's total aggregate liability to the Customer in respect of any and all causes of action arising in relation to this Agreement, whether arising in contract (including any liabilities under any indemnities), tort (including negligence), breach of statutory duty, misrepresentation (whether innocent or negligent), restitution or otherwise but excluding the Customer's obligations to pay the Fees under this Agreement, shall be limited to [insert figure].

13. TERM, TERMINATION AND SUSPENSION

- 13.1 If the Customer (and, where applicable the Authorised Users) breach this Agreement, EtOso may immediately do any or all of the following (without limitation):

13.1.1 issue a warning to the Customer;

13.1.2 temporarily or permanently remove any Customer Data uploaded by the Customer (and, where applicable, its Authorised Users) to the Platform;

13.1.3 temporarily or permanently withdraw the Customer's right (and, where applicable, its Authorised Users rights) to use the Platform, and access to the Platform Reports and/or Catalogue (as applicable);

- 13.1.4 suspend or terminate the Customer's Account;
 - 13.1.5 issue legal proceedings against the Customer for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative costs);
 - 13.1.6 take further legal action against the Customer; and/or
 - 13.1.7 disclose such information to law enforcement authorities as EtOso feels is reasonably necessary to do so.
- 13.2 The Customer may terminate this Agreement at any time by cancelling its subscription in its Account.
- 13.3 On termination or suspension by EtOso for any reason:
- 13.3.1 subject to clause 4.6, all licences granted under this Agreement shall immediately terminate and the Customer and, where applicable the Authorised Users shall immediately cease all use of the Platform. For the avoidance of doubt, any licences granted under this Agreement which are stated to be granted on a perpetual and irrevocable basis shall survive the termination of this Agreement for any reason and shall continue in full force and effect;
 - 13.3.2 EtOso may immediately end the Customer's and, where applicable the Authorised Users' use of and access to the Platform;
 - 13.3.3 the Customer shall immediately pay all sums and amounts payable to EtOso under the terms of this Agreement;
 - 13.3.4 EtOso may destroy or otherwise dispose of any of the Customer Data in its possession at any point thirty (30) days or more after termination of this Agreement;
 - 13.3.5 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced; and
 - 13.3.6 Clauses 9 to 19 and any other provisions which are necessary for the interpretation or enforcement of this Agreement shall continue in force notwithstanding termination.

14. ENTIRE AGREEMENT

- 14.1 This Agreement shall govern all transactions between EtOso and the Customer with respect to the Platform. Any terms or conditions that may be contained in any purchase order, work order, invoice or otherwise used by the Customer shall be without force or effect and the Customer hereby waives any and all rights it may have to rely on and enforce any terms contained therein.
- 14.2 This Agreement constitutes the entire agreement between the parties in relation to its subject matter. It replaces and extinguishes all prior agreements, collateral warranties, collateral contracts, statements, representations and undertakings made by or on behalf of the parties, whether oral or written, in relation to that subject matter.

- 14.3 Each party acknowledges that in entering into this Agreement it has not relied upon any collateral warranties, collateral contracts, statements, representations or undertakings, whether oral or written, which were made by or on behalf of the other party in relation to the subject matter of this Agreement (together "**Pre-Contractual Statements**") and which are not set out in this Agreement. Each party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.
- 14.4 Nothing in this Clause shall exclude or restrict the liability of either party arising out of its pre-contractual fraudulent misrepresentation or fraudulent concealment.

15. CONTACTING ETOSO

- 15.1 EtOso can be contacted on support@etoso.io. To the extent EtOso needs to contact the Customer, it will contact it via its Account or via email, as determined by EtOso.
- 15.2 This Clause 15 shall not apply to the service of legal proceedings. All notices in relation to legal proceedings must be sent to the address indicated at the top of this Agreement and is not valid if only sent by email.

16. MISCELLANEOUS

Force Majeure

- 16.1 EtOso shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of EtOso or any other party), failure of a utility service or transport or telecommunications network or the internet, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances EtOso shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three (3) months, either party may terminate this Agreement by giving thirty (30) days' written notice to the other party.

No Waiver

- 16.2 The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement, this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

Rights and Remedies

- 16.3 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

Severance

- 16.4 If any provision, or part of a provision, of this Agreement is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of this Agreement, and

the legality, validity or enforceability of the remainder of the provisions of this Agreement shall not be affected, unless otherwise required by operation of applicable law. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

Assignment

- 16.5 The Customer shall not, without the prior written consent of EtOso, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. EtOso may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. The Customer shall enter into any further agreements reasonably required by EtOso to give effect to any of the above.

Relationship of the Parties

- 16.6 Nothing in this Agreement is intended to, or shall be deemed to, establish or constitute any partnership or joint venture between any of the parties, create a relationship of principal and agent for any purpose between the parties, or authorise either party to make or enter into any commitments for or on behalf of the other party.

Changes to the Agreement

- 16.7 EtOso may make changes to this Agreement from time to time and EtOso will use its reasonable endeavours to try and inform the Customer, and where applicable, its Authorised Users of any changes (for example via email, or its Account). Please check this Agreement regularly to ensure that the Customer (and, where applicable, its Authorised Users) understand the Agreement that applies at the time the Customer (and where applicable, its Authorised Users) access the Platform, and the Platform Report and/or Catalogue thereon (as applicable). The Customer will have notice of any changes to the Agreement by EtOso posting an amended version of the Agreement, with a new “last updated” date. If the Customer does not agree to these changes, it can cancel its subscription.

Authority

- 16.8 The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this Agreement.

17. THIRD PARTY RIGHTS

- 17.1 Subject to EtOso Personnel being entitled to rely on and enforce the provisions of Clauses 6, 11 and 12, a person who is not a party to this Agreement may not enforce any of its provisions under any legislation otherwise entitling it to do so nor bring a claim for the recovery of any losses, liabilities, expenses or costs arising out of or relating to this Agreement or the Platform. The consent of any third party is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of this Agreement.
- 17.2 All claims brought by the Customer under or as a result of this Agreement (whether in contract, misrepresentation (whether tortious or statutory), tort (including negligence), restitution, breach of statutory duty or otherwise) shall be brought against EtOso only and not any EtOso Personnel. The limitations and exclusions of liability set out in this Agreement shall apply to all such claims.

18. TRADE CONTROL RULES

- 18.1 The Customer represents, warrants and undertakes to EtOso that the Customer will fully comply with the Trade Control Rules and that the Platform and any Platform Reports and/or Catalogue thereon (as applicable) made available by EtOso and used by the Customer, and where applicable, Authorised Users shall be used in compliance with the Trade Control Rules.
- 18.2 Customer represents, warrants and undertakes that neither itself nor any of its subsidiaries, affiliates, directors, officers, employees or agents (including, where applicable, any Authorised Users):
- 18.2.1 is incorporated, constituted, domiciled, ordinarily resident or located in a country, territory or area subject to the Trade Control Rules;
 - 18.2.2 is, has been or becomes: (i) a designated or restricted party targeted and listed by the Trade Control Rules, (ii) owned 50 percent or more, controlled by, or acting for or on behalf of, or in accordance with the wishes of a designated or restricted party targeted and listed by the Trade Control Rules, (iii) subject to a notice of investigation, violation, penalty or other enforcement measure issued by the competent authorities under the Trade Control Rules;
 - 18.2.3 deals and/or has affairs or trade business be conducted in any way with: (i) a designated or restricted party targeted and listed by the Trade Control Rules; or (ii) a party owned 50 percent or more, controlled by, or acting for or on behalf of, or in accordance with the wishes of a designated or restricted party targeted and listed by the Trade Control Rules.
- 18.3 Customer represents, warrants and undertakes to procure and obtain proper authorisation, registration, reporting, notification and/or other supporting documentation as required by the Trade Control Rules. Customer will obtain such authorisation, registration, reporting, notification and/or other supporting documentation at its own expense and take all lawful steps to maintain such authorisation, registration, reporting, notification and/or other supporting documentation.
- 18.4 Customer shall maintain records in accordance with the applicable Trade Control Rules. Customer will provide access to such records upon request by EtOso as reasonably required to confirm compliance with the applicable Trade Control Rules. Such a request shall be submitted in a timely manner by EtOso. Furthermore, Customer agrees to disclose any and all information to government authorities as may be reasonably necessary for the purpose of disclosing, resolving or remediating any query, violation or potential violation of applicable Trade Control Rules.
- 18.5 EtOso may suspend or terminate, in whole or in part, access to the Customer's Account, or any provision of any of the Platform and any Platform Reports and/or Catalogue thereon to the Customer, and where applicable, its Authorised Users, without notice if, in EtOso's reasonable judgment, there is knowledge or reasonable cause to suspect a violation of the Trade Control Rules.
- 18.6 If otherwise necessary in order to legally comply with any Trade Control Rules (in particular, but not limited to, in case of modification of existing, or implementation of new economic, financial, trade sanctions programs or embargos), EtOso will be entitled, without liability to the Customer, to immediately suspend or terminate any of its obligations, its Account, the affected parts of the Platform and any Platform Reports or Catalogue thereon (as applicable), or this Agreement.

- 18.7 In case of failure, omission, or non-fulfilment by Customer, or where applicable any of its Authorised Users, of any of its obligations under this clause 18, Customer shall bear the consequences, and Customer shall indemnify, defend and hold harmless, at its own expenses, EtOso and any EtOso Personnel from any and all fines, forfeitures, destructions, sale prohibitions, delays, losses, costs, damages, and expenses (including attorney's fees) resulting from such failure, omission, or non-fulfilment.
- 18.8 The obligations of this clause 18, shall survive after the expiry or termination of this Agreement.

19. GOVERNING LAW AND JURISDICTION

- 19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
- 19.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) save that EtOso may bring proceedings for injunctive relief in any alternative jurisdiction at its sole option in the case of breach or anticipated breach by the Customer of its obligations relating to confidentiality and Intellectual Property Rights as set out in this Agreement.

SCHEDULE 1
DEFINITIONS AND INTERPRETATION

1. Definitions

1.1 The following definitions apply in this Agreement:

Word/phrase	Meaning
AI Regulation	means any Applicable Law, whether general or sectoral, laying down rules on the development, deployment and/or use of artificial intelligence systems, models and/or software, including Regulation (EU) 2024/1689 (“ EU AI Act ”).
AI System(s)	means a machine-based system designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
Account	means the account created by the Customer on the Platform, in order to access the Platform, and the Platform Reports and/or Catalogue thereon.
Applicable Laws	means legislation, regulations, codes of practice, guidance and other requirements of any relevant government, governmental or regulatory agency, or other relevant body.
Authorised Users	the individual employee, agent or contractor of the Customer specified in the Customer’s Account (or otherwise agreed in accordance with clause 8) who are authorised by the Customer to access and use the Platform and the Platform Reports and/or Catalogue thereon, solely on behalf and for the benefit of the Customer.
Business Day	any day which is not a Saturday, Sunday or public holiday in London.
Catalogue	means based on the subscription level agreed in the Customer’s Account, the Customer, and where applicable its Authorised Users, access to the catalogue of files made available on the Platform, as further described in the Service Description but excluding Platform Reports and Information.
Customer Data	any data, input or prompt transferred to EtOso, or inputted by the Customer into the Platform, including, where applicable, any data input into the Platform by the Authorised Users.

Consumption Limits	means the usage restrictions in respect of the Platform and/or Catalogue, as set out in the Customer's Account.
Database	means the EtOso database that contains the Datasets and is integrated with the Platform.
Data Sets	means the datasets provided by EtOso, as further described in Schedule 2 .
EtOso Personnel	means EtOso's employees, directors, officers, agents and subcontractors.
Fees	means the fees in respect of the tier selected in the Customer's Account, which is payable under or in connection with this Agreement by the Customer to EtOso for the provision of the Platform, and the Platform Reports and/or Catalogue thereon.
Free Services	has the meaning given to it in clause 4.11.
High-Risk System	means any AI System (or any part thereof) which is considered to be high-risk under the EU AI Act (cf. Art. 6 (1)-(3) EU AI Act).
Information	means all data, records, results, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other outputs or materials in whatever form, including but not limited to hard copy and electronic form, generated by or on behalf of EtOso in the performance of this Agreement and made available under or in connection with this Agreement (including the provision of the Platform) but excluding the Platform Reports and Catalogues.
Initial Term	has the meaning given to it in clause 1.3.
Intellectual Property Rights	means: (a) patents, inventions, designs, copyright and related rights, database rights, knowhow and Confidential Information, trade marks (whether registered or unregistered) and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (b) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and (c) all applications, extensions and renewals in relation to any such rights.
IPR Claim	any claim or action against the Customer by any third party that the use of the Platform (or any part of the Platform (as applicable) by the Customer or, where applicable, its Authorised Users, in accordance with the terms of this Agreement, infringes the copyright of that third party.

Minimum Technical Requirements		the minimum technical requirements the Customer is required to meet in order to enable its Authorised Users to access and use the Platform in accordance with this Agreement (as may be notified by EtOso from time to time, including in the Service Description).
party		a party to this Agreement (and " parties " shall be construed accordingly).
Platform		the software-as-a-service (SaaS) solution, including the Smart Interface, that EtOso provides to the Customer via web interface, and which allows the Customer to: (i) access the Catalogue; and (ii) generate the Platform Reports, as further described in Schedule 2.
Platform Reports		means the sustainability reports and answers generated via the Platform and provided by EtOso to the Customer, as further described in Schedule 2 but excluding Information and Catalogue.
Prohibited Practice	AI	shall mean the prohibited AI activities as defined in Article 5 of the EU AI Act.
Sales Tax		any applicable national, federal, state and local sales, use, value added, excise and other similar taxes, fees and surcharges that are legally or by custom borne by a purchaser of goods or services.
Service Description		the published specification and/or description for: (i) the Platform setting out (amongst other things) a description of the operation and functionality of the Platform (including the Smart Interface, provision of the Catalogue and generating the Platform Reports); (ii) description of the Free Services; (iii) description of each tier of the subscription to the Platform, and Platform Reports and/or Catalogue thereon, and the level of functionality and associated access provided in relation to each tier (iv) description of the Datasets; and (v) EtOso's processes and procedures for maintaining the security, availability and performance of the Platform as updated by EtOso from time to time.
Smart Interface		means the artificial intelligence search, calculation and summarisation solution that is integrated into the Platform.
Software		the software used by EtOso or sub-contractors in delivering the Platform.
Trade Rules	Control	means export controls and sanctions, including related restrictions, prohibitions or licence/authorisation requirements under the laws and regulations of the United Kingdom, the European Union and its member states, the United States, and/or other relevant countries. Trade Control Rules include in particular, but are not limited to: (a) the provisions of the Export Control Act 2002 and the Export Control Order 2008 in the United Kingdom, (b) the

	assimilated and retained Council Regulation (EC) No 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items (Recast) of the United Kingdom, (c) the provisions of United States Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and any other controls administered by the US Department of Commerce and/or the US Department of State, (d) the economic, financial, trade sanctions programs or embargos against targeted foreign countries, regimes, named individuals, bodies, organisations or entities in accordance with the resolutions of the United Nations Security Council (UNSC) or under the laws and regulations of the United Kingdom, the European Union and its member states, the United States, or of any other relevant countries or authorities.
Virus	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. Interpretation

2.1 The following rules of interpretation shall apply in this Agreement:

- 2.1.1 The Clause and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.
- 2.1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.1.3 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.1.4 Unless the context otherwise requires: (a) words in the singular shall include the plural and in the plural include the singular; and (b) a reference to one gender shall include a reference to the other genders.
- 2.1.5 A reference to **writing** or **written** includes e-mail.
- 2.1.6 References to Clauses are to the Clauses of this Agreement.
- 2.1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement and as amended by any subsequent statute or statutory provision. Where a change to a statute or statutory provision results

in EtOso or sub-contractors incurring additional or increased costs to achieve compliance in relation to the Platform, EtOso reserves the right to charge fees to reflect such additional or increased costs on no less than thirty (30) days' prior written notice.

- 2.1.8 Any phrase introduced by the expressions **including, includes, in particular** or any similar expression shall be construed as illustrative only and shall not limit the sense of the words preceding those terms.
- 2.1.9 The terms "**controller**", "**processor**", "**personal data**" and "**process**" shall be interpreted in accordance with the GDPR, or other applicable Data Protection Legislation in the relevant jurisdiction.

SCHEDULE 2
SERVICE DESCRIPTION

SCHEDULE 3
SERVICE LEVEL AGREEMENT