

**CONNECT WEB PLATFORM**  
**TERMS OF USE**

THESE TERMS OF USE ARE A LEGAL AGREEMENT BETWEEN THE USER AND ENABLON (“COMPANY” or “LICENSOR”) STATING THE TERMS AND CONDITIONS THAT GOVERN THE USE OF THE COMPANY’S CONNECT WEB PLATFORM (THE “SERVICE”) ACCESSIBLE WITH AN INTERNET CONNECTION FROM ANY AVAILABLE WEB BROWSER. THE LICENSE TO USE THE SERVICE IS SUBJECT TO THE PRIOR ACCEPTANCE OF THIS AGREEMENT BY ANY USER.

In the event that there is a conflict between the present Terms and the agreement signed between the Company and the User (in any) the said agreement will prevail.

**Definitions**

Community (ies) is a private area within the Platform dedicated to one entity in the Sustainable Performance area. User can be part of different Communities. The creation of a Community is submitted to the Company. Communities shall comply with the rules and processes described in the documents detailed Community administration.

Data means data in electronic format uploaded by a User to the Service.

Platform: collaborative network designed and developed by Enablon to evaluate compliance, identify risks through the Value Chain and to enable the creation of expert communities and open to all sustainable performance professionals, meaning anyone whose work directly or indirectly contributes to moving the company and society toward a more sustainable way of development.

Service Documentation means the manuals documentation and other reference materials (whether in electronic format or hard copy format provided to the Customer by the Company.)

User. “User” means an individual who :

- A) is authorized to use the Service by Company;
- B) registers an account on the platform.

**Purpose**. During the subscription period and subject to the provisions of these Terms of Use, Company shall provide the non-exclusive and non-transferable right to use the Service to the User. The User shall use the Service only for its own internal needs and in accordance with the present Terms of Use (including the Service Documentation).

**Acceptance**. When the User registers an account with the Service, he enters into a legally binding agreement with the Company.

**License**.

Company License grant. Subject to the terms and conditions of this Agreement, Company hereby grants to the User a limited, non-transferable, non-sub licensable, non-assignable and revocable license to access and use the Service. The Company reserves all rights in and to the Service not expressly granted to the User under this Agreement. User may access the Service through a generally available web browser.

User License grant. The User hereby irrevocably grant a non-exclusive, transferable, irrevocable, worldwide, perpetual, unlimited, assignable, sub-licensable, royalty-free license to Company to use

contents and information uploaded through the Service for the purpose of providing the Service in accordance with this Agreement.

**Restrictions.** The User undertakes not to (i) copy, modify, adapt, translate or otherwise create derivative works of the Service or the Service Documentation; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the software, (iii) rent, lease, sell, assign or otherwise transfer rights in or to the Service or the Service documentation; (iv) remove any proprietary notices or labels on the Service; (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service. Any attempt to do so is a violation of the rights of the Licensor and its licensors. If User breaches this restriction, User may be subject to prosecution and damages.

**Upgrades.** The terms of this licence will govern any upgrades or updates provided by Company that replace and/or supplement the original Service, unless such upgrade is accompanied by a separate licence in which case the terms of that license will govern.

**Termination.** The licence is effective until terminated by the User or Licensor. User's rights under this licence will terminate automatically without notice from the Licensor if User fails to comply with any term(s) of the licence set forth in the present Agreement. Upon termination of the licence, User shall cease all use of the Service and destroy all copies, full or partial, of the Service.

**Proprietary Rights.** This Agreement do not give the User any intellectual property right to the Service (including patent, trademarks, copyright). Company, its affiliates and/or their respective licensors own all right, title and interest in and to the Service, including, without limitation, all intellectual and proprietary rights, and except for the limited license granted to the User herein, nothing in this Agreement shall be construed to restrict, transfer, convey, encumber, alter, impair or otherwise adversely affect Company, its affiliates and/or their respective licensors' ownership or proprietary rights therein or any other of Company's, its affiliates' and/or their licensors' information, processes, methodologies, products, goods, services, or materials, tangible or intangible, in any form and in any medium. User is thus formally prohibited from modifying or having a third party modify the Service. Each Party agree to notify immediately the other Party of any infringement it may be aware of, with such Party then being free to take whatever measures it deems appropriate.

**Communities.** The User is granted a right to access to as many Communities as it wishes provided that (i) the Community administrator validates User's registration and (ii) User undertakes and warrants to respect the terms of use applying to those Communities. By default or in case of contradiction, the present Terms apply by precedence to the use of the Service through other Communities. Customer acknowledges that the administrator of a Community shall keep the right to grant or to deny access to its own Community on a discretionary basis. For any information provided by a Community, the administrator of such Community or its members decide whether such information shall be freely accessible, accessible under conditions or not accessible to the members of other Communities. Such Community shall be accessible through the Service and its own terms of use, if any, shall not contradict with the Terms of Use of the Service. For technical reasons, any User who decides to create a new Community through the Service acknowledges, agrees and undertakes to allow Company to: (i) reference such Community, (ii) to communicate to all other users the Service information about the User, such as the description of the Community provided by User, (iii) to reference the users of the Community in the Directory ("Directory" means the directory where all users of the Service are referenced). And (iv) to perform any other technical operation reasonably necessary for the Company to provide or to improve the Service.

**Consent to Use of Data.** User agrees that Licensor may collect and use technical data and related information—including but not limited to technical information about the User's device, system and

application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to the User (if any) related to the Service. Licensor may use this information, as long as it is in a form that does not personally identify the User, to (i) improve its products, (ii) to provide services or technologies to the User, (iii) for statistical, marketing and benchmarking purposes. User acknowledges and agrees that the Company may sell to third parties aggregate data derived from the User’s use of the service provided that the Company has anonymized such data. User agrees that such data is not Confidential Information. Company retains all intellectual property rights on such information. User is informed and agrees that the Company’s automated systems analyze the User’s content to provide to User personally relevant product features or new services. This analysis occurs as the content is sent, received, and when it is stored.

**Account Security and Data Protection.** The Service is accessible via an Internet connection with a username and password, made up of alphanumeric characters and approved by the Company. User is responsible for anything that happens with User’s account until:

- User closes that account; or
- User proves that User’s account security was compromised due to no fault on the part of the User.

In order to protect User’s account, User will:

- keep User contact information up-to-date and accurate;
- not create more than one profile;
- not share User’s password with anyone;
- not permit others to use User’s account;
- keep User’s password secure and confidential; and
- protect sensitive personal information.

**Compliance.** User and Company will comply with all the principles of 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.

**Services - Third-Party Materials.** The Service may enable access to Licensor’s and/or third-party services and websites (collectively and individually, "External Services"). Use of the External Services requires Internet access and use of certain External Services requires the User to accept additional terms.

User understands that by using any of the External Services, he may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, User agrees to use the External Services at its sole risk and that neither the Company nor its agents shall have any liability for content that may be found to be offensive, indecent, or objectionable.

Certain External Services may display, include or make available content, data, information, applications or materials from third parties (“Third Party Materials”) or provide links to certain third party websites. By using the Services, User acknowledges and agrees that neither the Licensor nor its agents are responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or websites. The Company, its agents, officers, affiliates and subsidiaries do not warrant or endorse and do not assume and will not have any liability or responsibility to User or any other person for any External Services, Third Party Materials or websites, or for any other materials,

products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to the User.

User agrees that the External Services might contain proprietary content, information and material that is owned by the Company and/or its agents or licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that User will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the External Services or in any manner that is inconsistent with the terms of this Agreement or that infringes any intellectual property rights of a third party or Enablon. No portion of the External Services may be reproduced in any form or by any means. User agrees not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the External Services in any manner, and User shall not exploit the External Services in any unauthorized way whatsoever, including, but not limited to, by using the External Services to transmit any computer viruses, worms, Trojan horses or other malware, or by trespass or burdening network capacity. User further agrees not to use the External Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that neither the Company nor its agents are in any way responsible for any such use by User, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that User may receive as a result of using any of the External Services.

In addition, External Services and Third Party Materials that may be accessed from or displayed on the User's devices are not available in all languages or in all countries or regions. The Company makes no representation that such External Services and Materials are appropriate or available for use in any particular location. To the extent User chooses to use or access such External Services and Materials, User does so at its own initiative and is responsible for compliance with any applicable laws, including but not limited to applicable local laws. The Company reserves the right to change, suspend, remove, or disable access to any External Services at any time without notice. In no event will the Company be liable for the removal of or disabling of access to any such External Services. The Company may also impose limits on the use of or access to certain External Services, in any case and without notice or liability.

**Reporting Illegal Content.** User can notify Company if User believes in good faith that content posted by another User infringes the User's rights or is unlawful. The User can address an email to [support-exchange@enablon.net](mailto:support-exchange@enablon.net). However, it is expressly agreed that Company has no obligation to remove such content.

**No Warranty.** USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE OF THE SERVICE IS AT ITS SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT OF THE SERVICE IS WITH THE USER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ANY SERVICES PERFORMED OR PROVIDED BY OR IN CONNECTION WITH THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL BUGS AND FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND COMPANY, ITS AFFILIATES AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, OF TITLE, AND OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NEITHER COMPANY, NOR ANY OF ITS AFFILIATES OR LICENSORS WARRANT THAT THE FUNCTIONS OR SERVICES CONTAINED IN, ACCESSED FROM, PERFORMED BY, DISPLAYED ON, LINKED TO/FROM, OR PROVIDED BY, THE SERVICE WILL MEET THE USER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY, ITS AFFILIATES

OR ANY OF THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. SHOULD THE SERVICE OR SERVICES PROVE DEFECTIVE, USER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

**Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL COMPANY OR ITS AFFILIATES BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE USER'S USE OR INABILITY TO USE THE SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF COMPANY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Indemnification.** User agrees to indemnify, defend, and hold Company, its affiliates and their respective successors and assigns, officers, directors, employees, agents, licensors, representatives, advertisers, service providers, and suppliers harmless against any and all claims, demands, actions, losses, damages, costs and expenses (including reasonable attorneys' fees), arising out of or relating to (a) breach or violation of this Agreement, (b) infringement, misappropriation or any violation of the rights of any other party, (c) violation or non-compliance with any applicable law, rule or regulation, and (d) use, alteration or export of the Service (or any component thereof) in violation of this Agreement. Company reserves the right to assume the exclusive defense and control of any claims or actions subject to indemnification by the User and all negotiations for its settlement or compromise, and the User agrees to fully cooperate with the Company upon request.

**User Disputes.** Company reserves the right to restrict, suspend, or close a User's account if Company determines, in its sole discretion, that doing so is necessary to enforce this Agreement.

**Representations and warranties.** User represents and warrants that User:

- has reached the age of civil majority according to applicable law;
- has full power and authority to enter into this Agreement;
- by entering into this Agreement, User will not violate any other agreement;
- will not violate any intellectual property right, copyright, patent, trademark, trade secret, publicity, privacy right, or other proprietary right of Company;
- is providing all equipment, software, and internet access needed to access the Service at User's sole cost and expense; and
- is solely responsible for ensuring that the configuration of any hardware or software used by User is compatible with the Service.
- is not using the Service to produce services that would be in competition with those of the Company.

**No Guarantee of Continued Use or Availability.** Company and its affiliates reserve the right to modify, update, supplement, limit, discontinue, remove or disable access to the Service and/or any of its services without notice to the User and neither Company, its affiliates nor any of their respective licensors shall be liable to the User or any third party should it exercise such rights. From time to time, Company may make available updates or upgrades to the Service via software download or other means. Such download may occur automatically without the need for any act on the User part, or it may require the User to manually download an update or upgrade through the same source from which the Service was originally downloaded. Certain functions of the Service may be modified or discontinued as a result of any such update or upgrade, or may not be available if the User has not downloaded all updates and upgrades made available by Company or otherwise.

**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 the Service.

**Fees.** The Company may allow the User to download or use the Service and/or the content and other functionalities and elements available on the Service (« Add-Ons ») free of charge or against payment.

**Free Content.** The Company may allow the User to download or use the Service and/or some Add-Ons available on the Service free of charge. Any terms and conditions that apply to purchased Service and/or Add-Ons will apply to free Service and Add-Ons, except with respect to payment-related matters. The Company may impose limitations on the User's access and use of the free Service and/or certain free Add-Ons.

**Purchase of Content.** It is expressly understood that some Add-Ons are only accessible through payment of fees freely fixed by the Company. Besides, the Company may decide that the Service will only be accessible against payment. In such cases, User will have access to the Service or the Add-Ons once the User receives the email from the Company confirming the payment for the Service or the Add-Ons.

User agrees that he will pay for all products User wishes to purchase through the Service, and that the Company may charge him for any products User wishes to purchase and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with his account. USER IS RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING THE COMPANY WITH A VALID PAYMENT METHOD SPECIFIED BY THE COMPANY FOR PAYMENT OF ALL FEES.

Besides, User expressly agrees that initially free Add-Ons may become paid services. In such case, User agrees that he will pay the price fixed by the Company for all already used Add-Ons that become paid services. If User refuses to pay, User will not be able to access and use the said Add-Ons.

**Taxes.** The total price will include the price of the product plus any applicable Tax; such Tax is based on the bill-to address and the Tax rate in effect at the time the User downloads the product. "Tax" or Taxes" means any duties, customs fees, or taxes (other than income tax) associated with the sale of Content. User must comply with any and all applicable Tax laws.

**Pricing.** Pricing and availability of the Service and all Add-Ons displayed on the Service are subject to change at any time before the User clicks the button indicating that he wants to purchase Add-Ons. The Service does not provide price protection or refunds in the event of a price reduction or promotional offering. If a product becomes unavailable following a transaction but prior to download, the User's sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of the product, the User exclusive and sole remedy is the refund of the price paid.

**Currency.** All the prices are stated in Euros.

**Third-Party Fees.** The User may incur access or data fees from third parties (such as the User's Internet provider) in connection with the use of the Service. User is responsible for all such fees.

**Payment information.** In processing payment from User, User acknowledges and accepts that Company or its payment provider may conserve User's account details and may transfer User's personal information outside European Union solely for the purposes of processing the User's initial or renewal payment. User can "opt out" to accepting an auto-renewal relationship with Company.

**Confidentiality.** Under this Agreement, confidential information includes all information, data and documents in any form which the User and the Company are aware of in the context of Company's provision of services. Company will maintain confidentiality of the User's confidential information and will not use or disclose the same except as directed by the owner/discloser of such information. However, the following is not considered confidential: (i) Information that becomes public after being communicated without breach of confidentiality, (ii) Information that the party can prove that they already knew before it was communicated to them. The obligation to keep the information confidential is required for the full term of the license and two (2) years afterwards.

**Code of Conduct – Indemnity.** When using the Service, the User will comply with all applicable laws and this Agreement and use the Service in a professional manner. Besides, the User undertakes not to: i) restrict or prevent the use of this Service by any other visitor, such as by hacking, attacking via service interruptions, or degrading portions of the site; (ii) use the Service or elements of the Service for criminal or unauthorized intentions; (iii) declare or imply that one's statements are approved by Company without prior written consent; (iv) transmit (a) content or information that is illicit, fraudulent, threatening, abusive, libelous, defamatory, obscene, pornographic or otherwise objectionable; (b) pertinent information that is not intended for the public concerning companies without authorization; (c) third-party trade secrets; or (d) advertisements, solicitations, chain letters, pyramid schemes, investment offers, or other unsolicited commercial information (without Company's express approval); (v) engage in sending spam or mass e-mails blocking information; (vi) create a mirror site or reproduce a portion of the Service without Company's prior written approval; (vii) alter the functionality of the Service in any way whatsoever, including transmitting or loading onto the Service any programs or other programs containing virus, Trojans, worms, cancelbots, or other computer programming routines that can damage systems, data, or information or interfere with or delete them; (viii) use robots, spiders, site retrieval/search applications, or other systems or automatic or manual processes to retrieve, identify, or search data or somehow reproduce or divert the display or navigational structure of the site or its content; (ix) collect or gather information on site visitors without their express authorization; (x) create a database by automatically downloading and storing all or some of the site's information; (xi) send commercial e-mail or allow other people, including those whose accounts have been terminated, to access this Service through their account, username, and password. In addition, by using this Service, the User agrees to respect all applicable laws, rules, and regulations. Company may remove any Data either appearing as a violation of any applicable law or after any court or administrative authority has ordered Company to remove such Data. Besides, the User will not use another User' Service account or sell its account to another party.

**Legal Compliance & Acceptable Use.** User represents and warrants that (i) he is not located in a country that is subject to a French and/or an European Union embargo, or that that has been designated by the French and/or the European Union as a "terrorist supporting" country; and (ii) he is not listed on any French and/or European Union list of prohibited or restricted parties. The User specifically agrees that he will not use the Service to (i) violate any laws or regulations; (ii) infringe the intellectual property or other rights of third parties; or (iii) transmit any materials that contain viruses or other harmful computer code or files such as Trojan Horses, worms or time bombs.

**Changes to the Agreement.** Company may make changes to this Agreement, at any time and from time to time, by notifying the User of the change, including, without limitation, by including notice on the Service or by other electronic means, and a new copy of this Agreement shall be made available on the Service. By using the Service and/or any of its services after such changes are made to the Agreement, the User signifies that he agrees to be bound by and comply with such changes and Company shall treat the use as acceptance of the changed provisions.

**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.

**Miscellaneous.** This Agreement does not create a partnership, franchise, joint-venture, agency, fiduciary or employment relationship between the User and the Company. The User may not assign its rights and obligations under this Agreement whether by operation of law or otherwise, without the Company prior written consent.

In the event that any one of the provisions of this Agreement is declared null and void by the competent judicial or administrative authority after a final, binding decision, the parties accept that the validity of the other stipulations of the Agreement is not affected and furthermore that they will substitute, in place of the stipulation declared null and void, a valid stipulation which comes closest to the intentions and the economic effects of the stipulation declared null and void. If any one of the parties does not take advantage of his right to demand the execution of any of the stipulations of the present Agreement or if he exercises this right late, he cannot be said to have given up this right.

This Agreement constitutes the full agreement among the User and the Company in regard to the use of the Service.

**Applicable Law and Jurisdiction.** The present Agreement is subject to French Law. In the event of any dispute and after failure to find a solution, jurisdiction is expressly granted to the Competent Court of Paris, notwithstanding joint defenders, even for emergency or seizure procedures, by summary or by petition. The "Uniform Computer Information Transaction Act" (U.S. law on the standardization of computer transactions), the UN Convention on the International Sale of Goods, and various legal provisions from any other jurisdiction shall not apply to this Agreement.