

Product Specific Terms for EQS Sustainability COCKPIT Emission Factor Data Add-Ons

following information to Ecoinvent on an annual basis, and shall provide all information as reasonably necessary for EQS Group to pass on such information:

1. General

- 1.1. These product specific terms (the "Product Specific Terms") apply to Customers using the EQS Sustainability COCKPIT Emission Factor Data Add-ons. These Product Specific Terms amend the Agreement and form an integral part of the Agreement. Capitalized terms used but not defined in these Product Specific Terms are as defined in the Agreement.
- 1.2. These Product Specific Terms enable EQS Group to provide Customer with access to certain third party data sources obtained via subcontractors ("Data Partners"). EQS Group does not itself control or maintain such databases or data sources, therefore, these Product Specific Terms reflect the non-negotiable terms that the Data Partners and its licensors require EQS Group to agree or pass through to its Customers. This data may only be used in the application through which Customer is accessing such data.
- 1.3. Customer is responsible for (i) its use of any content, data and output (e.g. textual, audiovisual or other data or content) provided, generated and/or returned to Customer by the Cloud Service (including by artificial intelligence features) (the "Output") and (ii) determining whether Output is appropriate for Customer's use. Output may be generated by artificial intelligence, including by using technology provided by third-party subcontractors. Due to the nature of the artificial intelligence features, (i) Output may not be correct, unique or exclusive to Customer, (ii) the same or similar input may yield differing Output, (iii) Output does not represent EQS Group's or its subcontractors' views, and (iv) EQS Group makes no warranty as to the accuracy, completeness or reliability of Output or that it does not violate third-party rights or any laws. EQS Group will in no event be liable for losses attributable to Customer's use and evaluation of as well as conclusion drawn from Output.

2. ECOINVENT ADDITIONAL TERMS

- 2.1. The following additional terms shall apply to any Ecoinvent data ("Ecoinvent Additional Terms").
- 2.2. Definitions:
 - 2.2.1. "Licensed Data" includes Calculated Data and Limited LCIA
 - 2.2.2. "Calculated Data" means calculated data based on "Limited LCIA" from the ecoinvent database. Examples of Calculated Data include but are not limited to: normalized Limited LCIA results, the product of Limited LCIA and another factor (e.g. material amount in kg), calculated data based on Limited LCIA, etc.
 - 2.2.3. "Limited LCIA" means Ecoinvent Limited Life Cycle Impact Assessment Data.
- 2.3. With regards to Limited LCIA, the Customer represents and warrants that Customer and its authorized users ("Tool Users") do not and will not:
 - 2.3.1. use, copy, adapt, change, translate, modify, sub-license, sell or distribute all or any portion of the Limited LCIA other than expressly sub-licensed in these Ecoinvent Additional Terms or otherwise expressly required by mandatory law;
 - 2.3.2. reproduce, disseminate or publicly display the Limited LCIA, or any portion or derivation thereof, other than granted in these Ecoinvent Additional Terms;
 - 2.3.3. grant to any third party any rights regarding the Limited LCIA (e.g. sub-licensing right);
 - 2.3.4. publish or make available to others derivative databases or datasets or database-like products using all or any portion of the Limited LCIA or derivation thereof;
 - 2.3.5. prepare extracts of the Limited LCIA, or any portion or derivation thereof;
 - 2.3.6. use the Limited LCIA, or any portion or derivation thereof, in any other product or service;
 - 2.3.7. use the Limited LCIA, or any portion or derivation thereof, to provide any service for third parties except for the studies and reports as granted in these Ecoinvent Additional Terms;
 - 2.3.8. use web crawlers or any other types of software or hardware technology to automatically download or index the Limited LCIA;
 - 2.3.9. reverse engineer, decompile and disassemble the Service to derive the Limited LCIA therefrom;
 - 2.3.10. disclose the login details for access to the Service to any third party, or to allow third parties to access the Service;
 - 2.3.11. assign the sub-licensing rights to any third party.
- 2.4. The Customer acknowledges that notwithstanding anything set forth in the Agreement, Ecoinvent has third party beneficiary rights regarding the enforcement of the restrictions set forth in these Ecoinvent Additional Terms.
- 2.5. If the Customer becomes aware that any Tool User breaches any of the restrictions set forth in Section 2.3 above, Customer shall notify EQS Group immediately in writing of the breach and the circumstances surrounding such breach.
- 2.6. Only Calculated Data (no raw emission factor data) shall be made available. Customer shall not be provided any other type of data from the Limited LCIA.
- 2.7. The Customer acknowledges and agrees that EQS Group must pass on the

- 2.7.1. Name and location of the Customer
- 2.7.2. Date of first access of the Customer
- 2.7.3. Work Location of the Customer
- 2.7.4. Aggregated, anonymized number of API calls for all of EQS Group's customers that use Ecoinvent
- 2.7.5. Number of Customer calculations per year
- 2.8. Customer is aware that the Licensed Data may be derived from different sources.
- 2.9. Customer shall comply with all laws applicable to it for access to, and use of, the Licensed Data.
- 2.10. Customer is itself responsible for, and bears the risk of, the use of the Licensed Data. Customer shall indemnify, defend and hold harmless EQS Group and Ecoinvent and its auxiliary persons from and against all costs, expenses, damages, losses or liabilities arising out of, or in connection with, its use of the Licensed Data or breach of these Ecoinvent Additional Terms.
- 2.11. The Limited LCIA is provided "as is". It is within the responsibility of Customer to verify and to assess whether or not the Limited LCIA is fit for the intended use. Customer accesses and uses the Limited LCIA at its own risk. Ecoinvent and EQS Group hereby disclaim any and all representations and warranties, expressed or implied, of Limited LCIA including, but without limitation, merchantability, fitness for any particular purpose, accuracy, completeness, correctness, or damage to or loss of data.
- 2.12. Ecoinvent has made commercially reasonable efforts to reduce Limited LCIA being subject to the rights of third parties. However, Ecoinvent and EQS Group expressly disclaim any representation of non-infringement. Customer shall notify EQS Group immediately and in writing if any third party should assert an infringement claim against Customer in connection with the Limited LCIA.
- 2.13. The Licensed Data, as well as any updates and/or corrections to such Licensed Data, and any intellectual property or other rights pertaining thereto, are owned by Ecoinvent and/or its data suppliers. The Licensed Data are licensed, not sold. Nothing in these Ecoinvent Additional Terms shall operate to assign or transfer any intellectual property rights from Ecoinvent and/or its data suppliers to Customer. Licensed Data are protected by national and international laws, such as copyright laws, database rights and/or treaties. Ecoinvent reserves all intellectual property rights in and to Licensed Data.

3. EXIOBASE ADDITIONAL TERMS

- 3.1. These EXIOBASE Additional Terms apply to Customer in respect of access to emission factor data based on or derived from the EXIOBASE database (the "EXIOBASE Data"), as licensed by XIO Sustainability Analytics A/S.
- 3.2. Customer may access and use EXIOBASE Data solely for the purpose of calculating emissions or sustainability metrics, using the Service (the "Permitted Use").
- 3.3. Customer may only disclose EXIOBASE Data externally:
 - 3.3.1. where such data is used in connection with emission calculations or sustainability reports; and
 - 3.3.2. in a form that does not allow reverse engineering or reconstruction of the underlying EXIOBASE dataset; and
 - 3.3.3. with appropriate attribution to XIO Sustainability Analytics as the data source.
- 3.4. Customer must not:
 - 3.4.1. extract or republish EXIOBASE Data for resale, redistribution, or standalone use;
 - 3.4.2. use the EXIOBASE Data to create derivative datasets that substantially replicate the source data;
 - 3.4.3. store or cache the EXIOBASE Data beyond what is necessary for ephemeral or compliance use (e.g., audit trails);
 - 3.4.4. grant access to any third party except as required for audit or regulatory purposes;
 - 3.4.5. use or access EXIOBASE Data after expiry or termination of their subscription or license to such data and must comply with the data destruction and cessation of use requirements.
- 3.5. Customer may retain calculated results based on the EXIOBASE Data ("Calculated Results") indefinitely for internal use, reporting, or compliance purposes. However, redistribution of Calculated Results that substantially replicate the EXIOBASE Data is not permitted without prior written approval from EQS Group or the original data licensor.
- 3.6. All rights in and to the EXIOBASE Data remain with XIO Sustainability Analytics and/or its licensors. The data is licensed, not sold. Customer must not remove or obscure any proprietary notices associated with the EXIOBASE Data.
- 3.7. EXIOBASE Data is provided "as is" without warranties of accuracy, completeness, or fitness for a particular purpose. Customers access and use the EXIOBASE Data at their own risk.

4. IEA ADDITIONAL TERMS

- 4.1. The following additional terms shall apply to any IEA Emission Factors (“IEA Additional Terms”).
- 4.2. Customers may not view, access or export any IEA Emission Factors in any format whatsoever; however, Customer shall be permitted to view, access and disclose the specific IEA Emission Factors relevant to their emissions calculations in their sustainability reports to third parties for the purposes of mandatory emissions reporting (e.g., to CDP) and/or audits and only to the extent they are required to do so by the relevant entity to which they report and/or which audits them.