

INCEPT SUSTAINABILITY PLATFORM

GENERAL TERMS AND CONDITIONS

INTRODUCTION

Ramboll has developed the Incept Sustainability Platform (“the Platform”).

These Terms and Conditions define the terms for the Customer’s use of the Platform and the services provided by Ramboll in relation to the Platform.

DEFINITIONS

Agreement: The Agreement between Ramboll and the Customer for the use of the Incept Sustainability Platform, which includes these Terms and Conditions as well as any additional terms that may be agreed.

Customer: The organisation that obtains the right to use the Platform from Ramboll.

Data: Any data that is input to the Platform by the Customer and Respondents, as well as the Data output generated by the Platform, e.g. results from analysis of input data.

Effective Date: The date upon which the Agreement becomes effective.

Fees: The fees payable by the Customer to Ramboll further to the Agreement.

Intellectual Property Rights: All intellectual and/or industrial property rights, including copyrights and other intangible rights, such as trademarks, trade names, patents, inventions, utility models, domain names, software, source codes, databases, catalogues, along with other registered and unregistered exclusive rights.

Intended Purpose: The purpose for which the Platform is intended and licensed, i.e. use for sustainability inception.

Normal Business Hours: Mondays through Fridays between 9 and 16 (Danish local time), excluding Danish public holidays, the Friday following Ascension Thursday, 5th June, 24th December and 31st December.

Parties: Ramboll and the Customer jointly, each of them separately being a “Party”.

Platform: The Incept Sustainability Platform, including any content hosted on the Platform, as well as any future updates.

Ramboll: Ramboll Management Consulting A/S.

Users: The (natural) persons, which and are using the Platform on the Customer’s behalf, e.g. for participation in e-learning and responding to survey questions in the e-learning.

THE PLATFORM

The Platform is designed to allow and support the Customer to gain insight into the sustainability opportunities within the Customer’s organization – while developing the skills of the people who will make these opportunities come to life.

The Platform is operated as a Software-as-a-Service (SaaS) solution, which is delivered exclusively via the Internet.

Ramboll is entitled to update the Platform at its discretion at any time. Since the Platform is provided as Software-as-a-Service, only the most recent version of the Platform software will be available at any given time.

Ramboll shall provide the services of hosting, supporting and making the Platform available to the Customer.

Ramboll makes no representation or warranty, express or implied, regarding the Platform and its functionality; use of the Platform is provided on an ‘as-is’ basis.

The Customer acknowledges that the internet is not an error-free network, and that the internet and any portion thereof, and, in turn, the Platform, become wholly or partially

inaccessible, inoperable or unusable and/or otherwise fail at any time, and that intended internet transmissions may not be able to be completed and/or may contain errors or omissions, and the Customer acknowledges that Ramboll shall not be liable or otherwise responsible for same.

Ramboll does not warrant a specific availability (uptime) of the Platform, but Ramboll will use commercially reasonable efforts to keep the Platform available during Normal Business Hours (except for scheduled maintenance notified at least 24 hours in advance on the Platform) and to correct significant errors within reasonable time.

IT SECURITY

Ramboll undertakes to ensure the adequate IT security of the Platform, including protection from viruses and malware.

The Customer undertakes to ensure the adequate IT security of its own information networks, devices, software and other prerequisites for the Customer's use of the Platform, including protection from viruses and malware.

Login credentials to the Platform are provided by Ramboll upon request. All login credentials are personal and non-transferable. Login credentials shall be kept securely, only used by the person to which they were issued, and only used to access the Platform for the Intended Purpose. Ramboll may suspend or revoke login credentials for any legitimate reason, including (but not limited to):

- Unauthorized sharing of logins
- Use of the Platform contrary to the Agreement, e.g. use outside the Platform's Intended Purpose
- Non-payment of Fees
- Termination of the Agreement, for whatever reason

CONSULTANCY SERVICES

In addition to the use of the Platform, Ramboll may offer the Customer consultancy services, including but not limited to individualized analysis of survey data.

Such services are not subject to these license terms, but are carried out further to Ramboll's *"General Terms and Conditions for Consultancy Services"* (separate appendix to the Agreement), except where other terms have been agreed.

INTELLECTUAL PROPERTY RIGHTS

Ramboll owns the Intellectual Property Rights to *the Platform*, including the content made available through the Platform.

Against payment of the Fees, Ramboll grants the Customer a non-exclusive, non-transferable, time-limited license to use the Platform for its Intended Purpose. The Agreement may include further details on the scope of the Customer's license.

The Customer owns *the Data* that is input to the Platform by the Customer and Users, and the resulting output Data. However, Data in technical logs generated by the Platform are owned by Ramboll.

Ramboll retains ownership of templates, modes of presentation, and other content contained in the Platform. The Customer is granted a non-exclusive license to use such content together with the output Data. The license does not allow the Customer to use the Ramboll-owned content separate from the output Data.

The Customer grants Ramboll a royalty-free, non-exclusive, irrevocable and perpetual license (a) to use the Data in order to use, store and copy such Data for the operation and improvement of the Platform, and (b) to use the Data in anonymized form (i.e. without indicating the names of individual companies or respondents) for any other purpose, including but not limited to benchmarking, and improving the Platform and Ramboll's other products and services.

If Ramboll deems that any part of the

Platform to potentially infringe third party Intellectual Property Rights or other rights, Ramboll shall have the right, at its discretion, to (i) obtain for the Customer the right to continue utilising the Platform; (ii) replace the Platform or a part thereof with a functionally similar alternative, (iii) modify the Platform so as to cause the infringement to cease; or (iv) where (i), (ii) and (iii) are not reasonably practicable, terminate the Agreement immediately by written notice to the Customer and refund the Fee paid by the Customer (less a reasonable, proportionate sum in respect of the Customer's use of the Platform prior to termination).

CONFIDENTIALITY

Except where otherwise provided in the Agreement, the Parties agree to maintain confidential any information and material received from the other Party and marked as being confidential or that can be reasonably understood as being confidential, and to only use such information or materials for the purpose of implementing the Agreement.

The confidentiality obligation shall not, however, be deemed to apply to information or materials (i) that are publicly available or otherwise public, (ii) that the receiving Party has obtained from a third party without a breach of any confidentiality obligation, (iii) that the receiving Party has developed independently, without utilising the confidential information disclosed to it by the disclosing Party, or (iv) in relation to which the disclosing Party has granted its prior written consent.

A Party may disclose confidential information to the extent such disclosure is required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party with prompt notice prior to any such disclosure.

The confidentiality obligations shall remain in force indefinitely unless a shorter term is agreed between the Parties.

ASSIGNMENT

Ramboll is entitled to assign the Platform and the Agreement to a third party, including but not limited to a company in the Ramboll group, without the Customer's prior approval, and to give the assignee all information necessary to fulfil the Agreement.

The Customer's rights and obligations under the Agreement are not assignable, except where otherwise stated in the Agreement or guaranteed by applicable law.

DATA PRIVACY

In terms of the personal data inserted into the Platform by the Customer and Users, the Customer is the data controller, while Ramboll shall act as the data processor and shall process personal data on behalf of the Customer solely for the purpose of operating the Platform further to the Agreement. Ramboll and the Customer have concluded a data processing agreement concerning the processing of personal data in relation to the Platform in order to meet the requirements of the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).

However, in relation to the IT security measures taken by Ramboll, e.g. logs, Ramboll shall act as data controller.

In terms of the personal data otherwise exchanged in order to establish and maintain the Parties' contractual relationship, each Party collects and processes such personal data in the capacity of Data Controller.

LIMITATION OF LIABILITY; FORCE MAJEURE

Except to the extent prohibited under applicable law, the following limitations of liability shall apply.

Ramboll assumes no responsibility for results obtained from the use of the Platform and Data by the Customer, User or any third party, or for conclusions drawn from such use.

Ramboll shall have no liability arising under or in connection with the Agreement for indirect or consequential loss in any form, including, but not limited to, loss of profits or revenue, loss of anticipated savings, loss of business opportunity, loss of or damage to goodwill or reputation, or loss or corruption of data.

Ramboll's total aggregate liability arising under or in connection with the Agreement shall be limited to the total Fees paid by the Customer for the 12 months immediately preceding the date on which the claim first accrued.

Without in anyway limiting any other remaining limitations on Ramboll's liability and responsibility, Ramboll shall not be liable in any way because of any delay or failure in performance due to circumstances or causes beyond its control, which shall be deemed to include, without limitation, strike, lockout, embargo, epidemic, pandemic, or other outbreak of disease, riot, war, act of terrorism, flood, fire, act of God/nature, accident, failure or breakdown of components necessary for completion, Customer, subcontractor or supplier delay or non-performance, inability to obtain or shortages in labor, materials, protective gear, other supplies, or manufacturing facilities, compliance with any law, or circumstances or conditions which in the discretion of Ramboll may pose a material risk to the health or safety of the employees of Ramboll, its affiliates or its subcontractors.

BRIBERY AND CORRUPTION

The Customer agrees, represent and warrant that it is in and will maintain compliance with and take reasonable measures to ensure that its personnel, subcontractors, agents and others subject under its control or determining influence are in and maintain compliance with all applicable law, including specifically, but without limiting the foregoing, those relating to bribery or corruption, and that it will inform Ramboll without undue delay if it or any of them have been or are hereafter investigated for or charged with bribery, corruption or similar

conduct by any agency or tribunal of competent jurisdiction (including, but not limited to, under the US Foreign Corrupt Practices Act or UK Bribery Act).

SANCTIONS COMPLIANCE

The Customer represents and warrants that neither it, nor, as applicable, any of its employers, affiliates, subsidiaries, agents or parent companies, nor any of its or their shareholders, partners, members, directors, officers, personnel, or other agents, nor any other person or entity having a direct or indirect ownership or controlling interest in the Customer or them, are (i) a person targeted by economic, trade or financial sanctions laid down, administered or enforced by the United Nations, the United States, the European Union or its Member States, the United Kingdom or any other jurisdiction that is applicable to the Platform and Content or its use thereof, or (ii) directly or indirectly owned or controlled by any such person (each a "Restricted Person").

The Customer agrees, represents and warrants that it will notify Ramboll in writing immediately if it or, as applicable, any of its employers, affiliates, subsidiaries, or parent companies, or any of its or their shareholders, partners, members, directors, officers, personnel, or other agents, or any other person or entity having a direct or indirect ownership or controlling interest in the Customer or them, becomes a Restricted Person or if the Customer or they become directly or indirectly owned or controlled by one or more Restricted Persons.

The Customer agrees, represents and warrants that it will not, and that it will take reasonable measures to ensure that its personnel, subcontractors, agents and others subject to its control or determining influence do not, use, distribute, divert, transfer or transmit, permit or facilitate any other person or entity to use, distribute, divert, transfer or transmit, any product/service, technology, data, information, material, software or other thing whatsoever derived from the Platform and Content (even if incorporated into other

products/services, technology, data, information, material, software or other things) in activity with, for, on behalf of, or for the benefit of, a Restricted Person or other individual, entity, territory or organization targeted for sanction and/or embargo by European or United States authorities, as applicable, or other applicable sanctions regimes, or, to the extent not already covered above, in activity directly or indirectly involving Cuba, Iran, North Korea, North Sudan, South Sudan, Syria or Crimea/Sevastopol.

EXPORT CONTROL

The Customer agrees, represents and warrants that it will not, and that it will take reasonable measures to ensure that its personnel, subcontractors, agents and others subject to its control or determining influence do not, use, distribute, divert, transfer or transmit, or permit or facilitate any other person or entity to use, distribute, divert, transfer or transmit, any product/service, technology, data, information, material, software or other thing whatsoever derived from the Platform (even if incorporated into other products/services, technology, data, information, material, software or other things), except in compliance with and as authorized/permitted by export control laws of any applicable jurisdiction, including, including, for example, but without limitation, EU Regulation No. 428/2009 (as amended) on setting up a Community regime for control of exports, transfer, brokering and transit of dual-use items (the "Dual-use regulation").

If requested by Ramboll, the Customer agrees, represents and warrants that it will execute all documents and provide such other assistance as may be reasonably requested by Ramboll in order to comply with such laws, including obtaining any export licenses or permits as may be required under the applicable export control laws.

The Customer further agrees, represents and warrants that it will not, and that it will take reasonable measures to ensure that its personnel, subcontractors, agents and others

subject to its control or determining influence do not, use, distribute, divert transfer or transmit, or permit or facilitate any other person or entity to use, distribute, divert transfer or transmit, any product/service, technology, data, information, material, software or other thing whatsoever derived from the Platform (even if incorporated into other products/services, technology, data, information, material, software or other things) for the purpose of or in connection with the development, production, handling, operation, maintenance, storage, detection, identification or disseminations of nuclear, chemical or biological weapon proliferation or development of missile technology enabling development, production, maintenance or storage of missiles capable of delivering such weapons.

DURATION

The Agreement is concluded and becomes effective on the date where the Agreement has been signed by both Parties (the "Effective Date").

Duration and terms for renewal (if any) are stated in the Agreement.

FEES

The Customer shall pay the agreed Fees for use of the Platform.

Ramboll shall invoice the Customer for the applicable Fees related to the Platform. The Customer shall pay all such invoices within 30 days of receipt.

Fees are exclusive of VAT. Where VAT is payable on any Fees, Ramboll will add VAT to its invoice at the applicable rate.

MODIFICATION

Ramboll reserves the right to modify the terms of the Agreement at any time with an advance notice of 3 months. If the Customer cannot accept such modifications, the Agreement shall expire at the end of the notice period.

sanctions compliance and/or
export control.

TERMINATION

Provided one of the Parties materially breaches its contractual obligations, the other Party is entitled to terminate the Agreement with immediate effect.

Ramboll may terminate the Agreement with an advance notice to the Customer of 3 months.

Ramboll may also terminate the Agreement effective immediately and without liability or obligation whatsoever, if:

- The Customer, its personnel, subcontractors, agents or others subject to its control or determining influence engage in bribery, corruption or similar conduct, or are charged with such conduct by any agency or tribunal of competent jurisdiction;
- Ramboll determines, in its sole and absolute discretion, that, by continuing to provide the Customer with access to/use of the Platform or otherwise maintain its relationship with the Customer would:
 - contravene, or risk contravening any applicable international, national, state, local or equivalent law, including, without limitation, export control laws or
 - be sanctionable, or risk becoming sanctionable, under the economic, trade and financial sanctions administered and enforced by the United Nations, the United States, the European Union and its Member States, or the United Kingdom; or
 - Ramboll's credit facilities or other banking relationships may be materially adversely impacted based on concerns that the Customer has engaged in conduct inconsistent with the text of spirit of the requirements in the Agreement on bribery/corruption,

GOVERNING LAW; DISPUTES

The Agreement shall be governed by the substantive law of Denmark, without regard to conflict of law rules. The Parties have agreed that the United Nations Convention on Contracts for the International Sale of Goods (CISG) will not apply.

Any dispute arising out of or in connection with the Agreement including any disputes regarding the existence, validity or termination thereof (including non-contractual disputes or claims), shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

The arbitral tribunal shall be composed of a single arbitrator. The place of arbitration shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be Danish.