

## **SOFTWARE SUBSCRIPTION AGREEMENT**

### **1. Definitions and Interpretation**

#### **1.1 In these Terms, unless the context requires otherwise:**

**“Affiliate”** means in relation to any party other than an individual, any subsidiary or holding company of that party and any subsidiary of that holding company, in each case from time to time.

**“Agreement”** is defined as the ESGpedia Nexus Software Subscription Agreement.

**“Authorised Users”** means the User’s employees who are authorised by the User to use the Services.

**“Business Day”** means a day (other than a Saturday, Sunday or public holiday in Singapore) on which commercial banks are generally open for business in Singapore.

**“Commencement Date”** has the meaning given at item 1 of the Order Form.

**“Company Data Vault”** is one of the product features within ESGpedia.

**“Content”** or **“Contents”** means any data and/or information that is available, accessible or stored in the Services, including, without limitation, ESG Data, data compilations, user interfaces, visual interfaces, advertisements, documents, text, files, graphics, images, sounds, moving images and videos.

**“Data Exchange Tool”** is one of the product features within ESGpedia.

**“Effective Date”** is defined in item 3 of the Order Form.

**“ESG”** means environmental, social and corporate governance.

**“ESG Data”** means all ESG related documents, information and/or data made available or accessible via ESGpedia (whether in raw or processed form), including but not limited to ESG certifications, ratings, metrics, reports, and compilations.

**“ESGpedia”** means the ESG digital registry, developed and owned by the Company that aggregates, records, stores, and/or maintains ESG related data including the ESG Data, whether to facilitate the provenance of such ESG related data or the flow of such ESG related data between various parties such as stakeholders in various industries and financiers or for other purpose, to, among other things, facilitate green and sustainable financing and/or ESG related activities.

**“ESGpedia Portal”** means the online platform or website operated by the Company where an Authorised User may access ESGpedia and/or the Contents.

**“Further Subscription Term”** has the meaning given at item 5.1 of the Order Form.

**“General Personal Data Purposes”** means the purposes of:

- (a) carrying out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures that may be required by Law or that may have been put in place by the Company;
- (b) dealing with, administering or carrying out an internal or external audit of the Company's processes or businesses;
- (c) to prevent or investigate any fraud, unlawful activity or omission or misconduct, including whether or not there is any suspicion of the aforementioned;
- (d) complying with or as required by any applicable Law, governmental or regulatory requirements of any relevant jurisdiction (whether Singapore or a non-Singapore country), including meeting the requirements to make disclosure under the requirements of any Law (whether Singapore or non-Singapore) binding on the Company and/or for the purposes of any guidelines issued by regulatory or other authorities, whether in Singapore or elsewhere, with which the Company is expected to comply;
- (e) complying with or as required by any request or direction of any governmental authority (whether Singapore or non-Singapore); or responding to requests for information from public agencies, ministries, statutory boards or other similar authorities, with which the Company is expected to comply. For the avoidance of doubt, this means that the Company may/will disclose the relevant Personal Data to the aforementioned parties upon their request or direction; and/or
- (f) storing, hosting, backing up (whether for disaster recovery or otherwise) of the individual's Personal Data, whether within or outside Singapore.

**"Guidelines"** means any and all additional terms, guidelines, policies and/or rules prescribed or issued by the Company with respect to the access and use of the Services, whether existing now or issued by the Company at a future date, and that may be posted by the Company on the Website or on the ESGpedia Portal or provided to the User by the Company, including any revised or amended version of the same as issued by the Company from time to time and that may be posted on the Website or on the ESGpedia Portal or provided to the User by the Company. Such revised or amended version of the same shall apply to the User only if the User has given its express written consent.

**"Initial Subscription Term"** has the meaning given at item 5.1 of the Order Form

**"Intellectual Property Rights"** or **"IPR"** means all vested, contingent and future intellectual property rights including but not limited to goodwill, reputation, rights in confidential information, copyright, trademarks, logos, service marks, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, know-how, trade secrets, inventions, get-up, database rights, in each case whether registered or unregistered, and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world, whether now known or in the future created.

**"Law"** or **"Laws"** means and includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, rules of common law, permits, licences, approvals, consents, authorisations, directions, directives, rulings and orders of any governmental authority, statutory authority, tribunal, arbitration body, board, or court, or any interpretation, policy or administration, having the

force of law, by any governmental authority having jurisdiction over the matter in question, including but not limited to the laws of Singapore.

**“Licence”** is defined at clause 3.1.

**“PDPA”** means the Personal Data Protection Act 2012 of Singapore, including all subsidiary legislation related thereto.

**“Personal Data”** means any and all personal data as defined under the PDPA.

**“Personal Data Protection Laws”** means any applicable Law governing the use, handling, collection, storage, processing or disclosure of Personal Data which is applicable to the obligations of a party under this Agreement, including without limitation the PDPA.

**“Quarterly Subscription Term”** has the meaning given in the Order Form

**“Services”** refers to the Subscription Plan details as indicated in the Order Form.

as determined at the discretion of the Company after obtaining the prior written agreement of the User, and as may be further described in the Guidelines (if any).

**“Software”** means any online software application(s) that may be provided by the Company as part of the Services.

**“Subscription Fees”** means the subscription fees payable by the User to the Company for the Services provided by the Company, as set out in the Order Form.

**“Order Form”** is the form to which these Terms accompany and forms part of the ESGpedia Nexus Software Subscription Agreement.

**“Subscription Term”** means the term of this Agreement comprising of the Initial Subscription Term and any Further Subscription Terms.

**“Terms”** means these General Terms and Conditions, which form part of the Agreement.

**“Trade Mark”** means the trademarks, service marks, brands, logos or other trade indicia of the Company.

**“User”** refers to the party that has been defined as such in the Order Form.

**“User Account”** means the account created by an Authorised User in order to access and use the Services, which is subject to the Agreement, and/or such Guidelines which may be issued by the Company from time to time.

**“Website”** means “<https://esgpedia.io/>” or such other website as may be notified by the Company in writing from time to time.

## 1.2 Unless the contrary intention appears:

- (a) a reference to this Agreement or another instrument includes any variation or replacement of any of them;

- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency, and includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (e) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement or any part of it;
- (f) definitions herein not defined in these Terms but in the Order Form, shall follow the definitions in the Order Form; and
- (g) headings are inserted for convenience and do not affect the interpretation of the Agreement.

## 2. Agreement

- 2.1 These Terms form part of the Order Form as entered into between the User and the Company concerning the User’s access and/or use of the Services.
- 2.2 These terms and conditions may be amended or supplemented from time to time by the Company at its sole discretion, by posting revisions or a revised/amended set of the Terms on the Website or ESGpedia Portal. The Company shall give at least one (1) month prior written notice to the User as regards the Company’s intention to amend or supplement these Terms. Thereafter, the User’s continued access or use of the Services or any part thereof following the posting of such changes or modifications will constitute the User’s acceptance of such changes, modifications, supplements or of such modified Terms.
- 2.3 The User agrees to be bound by and to fully observe and comply with these Terms including any Guidelines that may be issued by the Company from time to time, with regard to the User’s access and/or use of the Services.
- 2.4 These Terms shall apply to the provision of the Services by the Company to the exclusion of any other terms and conditions which the User may purport to apply and in whichever way the User purports to introduce them (the “**User’s Provisions**”). For the avoidance of doubt, the User acknowledges and agrees that the Company shall not be bound by any of the User’s Provisions.

## 3. Grant of Licence

- 3.1 Subject to the Subscription Tier selected by the User and payment of the Subscription Fees (if applicable) in accordance with clause **8.1**, the restrictions set out in this clause **3** and the other terms and conditions of the Agreement, the Company hereby grants to the User a non-exclusive, non-sublicensable, non-transferable, terminable and revocable licence/right to permit the Authorised Users to access and use the Services during the Subscription Term of the Agreement solely for the User’s internal business operations (the “**Licence**”).

- 3.2 Save with the prior written consent from ESGpedia, the Licence granted to the User does not permit the User to:
- (a) commercialize the ESG Data, the Contents or any part thereof; and/or
  - (b) distribute, share and/or sell, the ESG Data, the Contents or any part thereof, to/with any other parties for commercial purposes
- 3.3 The User acknowledges and agrees that the grant of this Licence does not constitute a transfer or sale of the Services or any copy thereof, and the Company and/or its licensors (as the case may be) retain(s) all rights, title, and interest in and to the Services (including the Contents and Software) and any Intellectual Property Rights therein.
- 3.4 In relation to the Authorised Users, the User undertakes that:
- (a) the number of Authorised Users authorised to access and use the Services shall not exceed the maximum number of Authorised Users permitted to use the Services as provided on the Order Form;
  - (b) it will not allow or suffer any User Account to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services under that User Account;
  - (c) each Authorised User shall keep a secure password for his User Account to use the Services, that such password shall be changed on a regular basis and that each Authorised User shall keep his password confidential;
  - (d) it shall ensure that each Authorised User complies with the User's obligations as set out in the Agreement and the Guidelines;
  - (e) it shall maintain a written, up to date list of current Authorised Users and provide such list to the Company within 2 Business Days of the Company's written request at any time or times;
  - (f) it shall permit the Company to audit the User's use of the Services in order to establish the name of each Authorised User, as well as providing the Company with information regarding such access as the Company may reasonably request for. Such audit may be conducted no more than once per quarter, at the Company's expense, and this right may be exercised by the Company with reasonable prior notice (in this regard 2 Business Days' notice shall be deemed as reasonable notice);
  - (g) if any of the audits referred to in clause **3.4(f)** reveals that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Company's other rights and remedies under this Agreement or at Law, the User shall promptly disable such passwords and the Company has the right to not issue any new passwords to any such individual; and
  - (h) if any of the audits referred to in Clause **3.4(f)** reveals that the User has in any way underpaid for the Services to the Company, then without prejudice to the Company's other rights and remedies under this Agreement or at Law, the User shall pay to the Company an amount equal to such underpayment as calculated in accordance with

the Company's prevailing subscription fees for the provided Services within 10 Business Days of the date of the relevant audit.

- 3.5 The User shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify the Company.
- 3.6 The Licence granted under this clause 3 is granted to the User only, and shall not be considered granted to any of the User's Affiliates.

#### **4. User Account**

- 4.1 Authorised Users of the Services, may log into their User Accounts on the ESGpedia Portal for the purpose of:
  - (a) accessing and using the Services; and/or
  - (b) viewing and checking information relating to their User Accounts and their use of the Services.
- 4.2 The User acknowledges and agrees that it is solely responsible for:
  - (a) maintaining the confidentiality, safekeeping and security of the User Accounts details, including any passwords that may be used to access the User Accounts;
  - (b) ensuring that the Authorised Users maintain the confidentiality, safekeeping and security of their respective User Account details, including any passwords that may be used to access their User Accounts;
  - (c) any actions or omissions of the Authorised Users with respect to their User Accounts; and
  - (d) ensuring that all Authorised Users comply with the Agreement and any Guidelines which may be issued by the Company from time to time.
- 4.3 The User is responsible and liable for all uses of the Services by the Authorised Users and/or any other use of the Services resulting from access provided by the User, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. For the avoidance of doubt, any access provided by the User that is in violation of any provision in the Agreement amounts to a breach of the Agreement for which the Company has rights and remedies as provided for in the Agreement or at Law. Without limiting the generality of the foregoing, the User is responsible for all acts and omissions of Authorised Users, and any act or omission by an Authorised User that would constitute a breach of the Agreement if done by the User, shall be deemed to be a breach of the Agreement by the User. The User shall make all Authorised Users aware of the Agreement's provisions as applicable to such Authorised User's use of the Services and shall cause such Authorised Users to comply with such provisions.
- 4.4 The User must promptly notify the Company at [support@esgpedia.io](mailto:support@esgpedia.io) or such other means provided to the User, if it knows or suspects that its passwords or User Accounts, or that of the Authorised Users, have been compromised. The User shall ensure that it and its Authorised Users comply with these Terms and Guidelines which may be issued by the Company from time to time, provided such Guidelines have been provided to the User for its



prior written approval. In case above email does not work, the User can call Tel: +65 69204550 / +65 6920 4551.

- 4.5 Without prejudice to the foregoing, the User shall be solely liable and responsible for any activity conducted through its User Accounts or using its User Account information, unless it has notified the Company in writing of the closure, compromise or misuse of its User Accounts and the Company has received such notification, and the Company is deemed to have received such notification when sent by the User, unless the User receives a delivery failure message. The User acknowledges that the Company would not have the means to verify the identity of the party using any of the User Account information or of any username and password on the Services and the User agrees that the Company will not be responsible, in any way whatsoever, for losses or damages suffered by the User or any third party if there is any unauthorised use of any User Accounts information, username or password.

## **5. Use of the Services**

- 5.1 The User is entitled to access and use the Services in accordance with the Agreement.

- 5.2 The Company:

- (a) does not warrant or represent, though the Company shall use its best endeavours to ensure that the User's use of the Services will be uninterrupted or error-free; or that the Services (including any Contents obtained by the User through the Services) will meet the User's requirements; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and the User acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 5.3 The User shall not and shall ensure that the Authorised Users do not:

- (a) modify, disassemble, decompile or reverse engineer the Services, including the Software therein;
- (b) reproduce, republish, download, display, transmit, distribute or make any copies of the ESGpedia Portal and/or any Contents in or on the Services except for the User's internal use and discussions, in whole or in part, including the Software therein, in any form or media or by any means, except with the prior written consent of the Company;
- (c) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services, including but not limited to any features that:
  - (i) are designed to verify the identity of the Authorised User;
  - (ii) prevent or restrict the access to or use of any particular functionalities and/or facilities/features of the Services; and/or
  - (iii) prevent or restrict the access to, use of, or the copying of any Contents that is made available or accessible through the Services;

- (d) allow persons other than the Authorised Users to use the Services;
- (e) remove, delete, modify, alter, or reproduce any Trade Mark, including any other trademarks used by the Company, and/or other proprietary rights notices that is/are displayed in the Services and/or on the Website or ESGpedia Portal therein;
- (f) use the Services for any purpose that is prohibited by Law or the Agreement;
- (g) use the Services in any manner that could damage, disable, overburden, or impair the operation of the Services provided therein, or interfere with any other persons' access to and use of the Services;
- (h) use, introduce, transmit or cause the introduction of any device, software or routine, including, but not limited to, any viruses, trojan horses, worms, time bombs or cancel bots intended to damage or interfere with the proper working of the Services provided therein and/or to intercept or expropriate any Content, system, data or personal data from the Services;
- (i) wilfully and deliberately transmit any content of any type that: (1) infringes or violates any rights of any party; (2) is false, offensive, defamatory, inaccurate, misleading or fraudulent; and/or (3) violates any Laws;
- (j) use any data mining, robots or similar data gathering or extraction methods on the Services;
- (k) transmit or link to viruses, worms, defects, Trojan horses, malware or any other items that may introduce security vulnerabilities to or harm user devices, apps or personal data;
- (l) post or send any content or material in or through the Services that promotes or endorses false or misleading information or illegal activities, or endorses or provides instructional information about illegal activities or other activities prohibited by law, such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating media;
- (m) illegally access data not intended for the User or Authorised User, as the case may be, or log into a server or account which the User or Authorised User, as the case may be, is not authorised to access;
- (n) post or submit to the Services any incomplete, false or inaccurate information about the User or Authorised User, as the case may be, or information which is not the User's own or Authorised User's own, as the case may be; and/or
- (o) harass, incite harassment or advocate harassment of any group, company, or individual.

5.4 The Company may require the User and/or its Authorised Users, to agree to an end user licence agreement for the use of the Software before the User and/or its Authorised Users may be permitted access to use the Services.

## **6. Intellectual Property**

6.1 The User acknowledge that the Company, licensor(s) or third parties (as the case may be) own all rights, title and interest in and to the Services, the Contents therein, and/or the



Intellectual Property Rights in the Services, including without limitation the Software and any other software relating thereto, and the User shall not do or permit any act which is directly or indirectly likely to prejudice the rights, title or interest of the said rightful owner(s) in and to any of the aforesaid.. Unless otherwise expressly permitted by mandatory Laws, the User agrees not to modify, adapt, translate, prepare derivative works from, or decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Services. Without prejudice to the generality of the foregoing, the User shall not use in any way and shall not reproduce any trade marks that are associated with the Company and/or that the User has sight of when accessing and using the Services without the prior written consent of the Company. Except as expressly stated in the Agreement, the Agreement does not grant the User any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services and/or the Software.

6.2 The User undertakes that it shall not use and shall not allow the use of, the Trade Mark in any of the following ways:

- (a) as part of any corporate or legal business name, which the User is connected with, involved in or participating in;
- (b) in connection with any of the User's services or activities;
- (c) as part of any domain name, homepage, electronic address, metatag, or otherwise in connection with the Internet or a website, except with the prior written consent of the Company; and
- (d) with any prefix, suffix, or other modifying words, terms, designs, or symbols.

6.3 The User agrees and undertakes:

- (a) that all rights, title, interest and any goodwill in the Trade Mark or any derivatives thereof, belong exclusively and wholly to the Company and that the User shall not under any circumstances gain any right to or interest or goodwill in the Trade Mark or any derivatives thereof independently of the Company;
- (b) It shall not register domain names associated with or including the Trade Mark, or any derivatives thereof, or any name that is confusingly similar to any of them including any visual or phonetic equivalent or other derivation thereof (hereinafter referred to as "**Domain Names**") and that the Company shall retain at all times all legal and beneficial rights, title and interest in the Domain Names.
- (c) that if the User sends the Company any comments or materials including feedback data, questions, comments and suggestions (collectively "**Feedback**") either through the Website, the ESGpedia Portal or otherwise, the User hereby grants the Company a worldwide, irrevocable, perpetual, royalty-free right and licence to use the Feedback to improve, develop, manufacture and market the Company's products and services incorporating such Feedback, and for any other purpose, including in all services now known and later developed.

6.4 The User shall not at any time, including in the event of a termination of the Agreement, use, adopt, register or apply to register, in any country, any name, corporate name, company name, business name, trading name, domain name, or trade mark which:

- (a) is identical, similar to, or is a colourable imitation of, the Trade Mark;

- (b) incorporates the Trade Mark, or is a combination or variation of the Trade Mark; or
- (c) is similar to any graphic, visual or phonetic representation of the Trade Mark.

## **7. Parties' Obligations**

### **7.1 Each Party shall:**

- (a) comply with all applicable Laws and regulations with respect to its activities under the Agreement;
- (b) carry out all of its responsibilities set out in the Agreement in a timely and efficient manner;
- (c) in the case of the User, ensure that the Authorised Users use the Services in accordance with the terms and conditions of the Agreement and the User shall be responsible for any Authorised User's breach of the Agreement; in the case of the Company, ensure that the Services are provided in accordance with the terms and conditions of the Agreement;
- (d) ensure that its network and systems comply with the relevant specifications (if any) that may be provided by the Company from time to time, should the User wish to access the ESGpedia Portal; and
- (e) be responsible for:
  - (i) procuring and maintaining its network connections and telecommunications links in order to (in the case of the User) access or use or (in the case of the Company) provide access or use of the Services; and
  - (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to its network connections or telecommunications links or caused by the Internet.

**7.2** The Company shall under no circumstances be held liable for and the User accordingly hold harmless the Company against all claims, liability, damage, expense, loss, or cost (including reasonable legal fees) directly suffered by the User by reason of the User's and/or its Authorised Users' (each a "User Party") own mis-actions, gross negligence or wilful misconduct, trading activity, advertising, marketing and promotional efforts and awarded by a court of law or other authoritative decision.

## **8. Charges and Payment**

**8.1** The User shall pay the Subscription Fees to the Company for the Services in accordance with this clause **8** and the Order Form and any relevant Guidelines which the User has expressly agreed to in writing. For avoidance of doubt, any amendment in the Guidelines shall be subject to the User's prior written consent.

**8.2** The Subscription Fees to be paid by the User to the Company shall be payable on an annual basis in advance and in that regard, the Company will be issuing invoice(s) to the User for the same. All Subscription Fees are subject to prevailing GST unless the contrary is expressly stated.

- 8.3 The User shall pay all Subscription Fees stated in the invoices within 1 month from the date of that invoice, failing which the User shall pay the Company interest at the rate of six percent (6%) per annum from the due date until the date of full payment.
- 8.4 Invoices are due and payable in United States Dollars or other currencies as agreed with the User.
- 8.5 All payments for Subscription Fees by the User must be paid by cheque, banker's draft, cashier's order or electronic transfer directly to the nominated account(s) of the Company. Any and all charges (including bank charges) incurred connected with such remittance shall be wholly borne by the User.
- 8.6 If any sum due and payable by the User to the Company under the Agreement is not paid by the due date, then (without prejudice to the Company's other rights and remedies under the Agreement or at law), the Company reserves its right to:
- (a) suspend further performance of any of its obligations under the Agreement including suspending the Services; and
  - (b) disable the User's (including all Authorised Users') password, account and access to all or part of the Services and the Company shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

The Company shall not be liable to the User for such failure to perform or delay resulting therefrom nor for the User's inability to use the Services or any part thereof.

- 8.7 Wherever under this Agreement, any sum of money shall be recoverable from or payable by the User, the same may be deducted from any sum then due or which at any time thereafter may become due to the User under the Agreement. Exercise by the Company of its rights under this subclause shall be without prejudice to any other rights or remedies available to the Company under this Agreement, or otherwise howsoever, at law or in equity.
- 8.8 The User shall pay to the Company, in addition to the Subscription Fees, a sum equal to the prevailing GST chargeable on the supply to the User of the Services by the Company in accordance with the Agreement.
- 8.9 Except as expressly provided for otherwise, the User shall be responsible for all taxes, duties, levies, and other similar charges (and any related interest and penalties), however designated (hereinafter referred to as "**Taxes**"), arising out of or in connection with the Services, including but not limited to, any tax which the User is required to withhold or deduct from payments to the Company, except any income tax imposed upon the Company by the Inland Revenue Authority of Singapore.
- 8.10 If Taxes pursuant to clause **8.9** above are required to be paid, the User shall pay such additional sums as are necessary to ensure that the Company receives a net amount equal to the Subscription Fees which the Company would have received had the payment not been made subject to such Taxes.

## **9. Third Party Content**

- 9.1 Nothing in the Services (including the Content) shall be considered an endorsement, representation or warranty of or by the Company with respect to any third party, and/or any or any third party's data, information, websites, content, products, services or otherwise. Without limiting the generality of the foregoing, the foregoing applies to any advertising

content whether paid or unpaid, as well as links that may be provided via the Services or the contents available and accessible through the Services. Such links (if any) are provided solely as a convenience to the User and the User agrees that such links to access third party data, information, content, websites or applications are at the User's own risk. The Company makes no representations or guarantees regarding the availability or content (including its truthfulness, accuracy, completeness, timeliness or reliability) of the third party data, information, content, websites or applications in respect of which links have been provided via the Services, nor with regard to broken links, save that the Company shall use its best endeavours to resolve the issues as regards the broken links.

- 9.2 All Intellectual Property Rights to any and all such third party content, websites or applications accessible through the Services belong to their respective owners. The Company does not claim to have any rights over the same and in no circumstances shall the Company be considered to be associated or affiliated in whatever manner with any such Intellectual Property Rights used or appearing on any and all such third party data, information, content, websites or applications accessible through the Services.

## **10. Links to ESGpedia Portal and the Website**

- 10.1 Except as expressly set forth at clause **10.2**, caching and links to (including deep linking), and the framing of the ESGpedia Portal and the Website and/or any of the web pages therein are prohibited.
- 10.2 Linking to the home page: The User may not link to the home page of the ESGpedia Portal and the Website unless the User first notifies the Company in writing and obtains the prior written approval of the Company to do so.
- 10.3 Under no circumstances shall the Company be considered to be associated or affiliated in whatever manner with the owner or operator of any websites that link to the ESGpedia Portal and the Website and/or any of the web pages therein.
- 10.4 The Company reserves the right to disable any unauthorised links or frames and disclaims any responsibility for the content available on any other website that links to the ESGpedia Portal and the Website.

## **11. Disclaimer of Warranties and Liability**

- 11.1 This clause **11** sets out the entire liability (if any) of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the User:
- (a) arising under or in connection with the Agreement;
  - (b) in respect of the Services;
  - (c) in respect of any use made by the User or the Authorised Users of the Services;
  - (d) in respect of any use or reliance made by the User or the Authorised Users on the Contents; and/or
  - (e) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 11.2 The User acknowledges and agrees that the Services (including all Contents therein) are provided on an "as is" and "as available" basis, and the Company disclaims all warranties

and makes no warranty of any kind, whether express or implied (other than statutory), including but not limited to warranties on the merchantability, sufficiency, quality and fitness for a particular purpose of the Services and/or the Contents. The User further acknowledges and agrees that the Contents (or parts thereof) originate from third parties and that the Company makes no representation or warranty of the correctness or accuracy of any of the Contents which originate from third parties, except that the Company undertakes to take all reasonable endeavours to ensure the accuracy or correctness of such Contents. Subject to the foregoing, the User acknowledges the risks in its reliance on, access and use of the Services (including the Contents and Software). While the Company does not warrant, the Company undertakes to take all reasonable endeavours to ensure:

- (a) the accuracy, completeness, availability, fitness for purpose or legality, of the Contents and Software, and any information published by the Company through the Services;
- (b) the Services (including the Contents and the Software) in respect of their quality, usability, fitness for purpose or any other aspect thereof; and
- (c) any of the information, data, materials or facilities contained or incorporated in or on the Services (including the Contents), or is communicated to the User and/or the accuracy of the same.

11.3 The Company undertakes to take all reasonable endeavours to ensure security, reliability, timeliness, and performance of the Services. The User further understands and agrees that the User's access and use of the Services are at the User's discretion and that the User and its Authorised Users will be responsible for any loss or damages to any mobile device system or computer or loss of data that results from the access and use of the Services.

11.4 Save as otherwise expressly provided for in the Agreement, the Company makes no guarantee, representation or warranty whatsoever except that the Company shall make all reasonable endeavours to ensure that:

- (a) the Services (including the Contents and Software) shall be error or defect free;
- (b) the User or the Authorised Users will be able to access the Services or that the Services access will be uninterrupted;
- (c) the Services (including the Contents and the Software) will meet the User's requirements or be fit for the User's purposes, whether or not such requirements or purposes have been informed to the Company or otherwise;
- (d) the Contents provided via the Services is accurate; and/or
- (e) concerning the nature and type of the Contents.

11.5 The User acknowledge that its access of the Services presents the possibility of human and machine errors, inaccuracies, omissions, delays, and losses, including the inadvertent loss of data which may give rise to loss or damage suffered by the User, and the User agrees and undertakes that it shall not hold the Company liable in any way whatsoever for such loss or damage that is solely attributed to the User. The User assumes reasonable risks and responsibility for its reliance on the Contents.

11.6 To the extent permitted by law, each Party agrees that the other Party shall not be liable to it in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever

and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by it in connection with the Services (including any Contents contained therein) and/or the User Accounts, including but not limited to the User's access and use of the same. For the purposes of this clause, indirect or consequential loss or damage includes, without limitation, loss of existing or anticipated revenue or profits, anticipated savings or business, loss of data or goodwill, business interruption, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

- 11.7 Where the Company's liability is not expressly excluded under the Agreement, or in the event that any of the exclusions or limitations of liabilities is not permitted by applicable Law, the Parties agree that the Company's cumulative liability for any claim under or in connection with the Agreement, the Services or the Contents, howsoever it arises and whether based upon warranty, contract, tort, statute, strict liability or otherwise, shall not exceed the total Subscription Fees paid by the User to and that has been received by, the Company in the preceding twelve (12) months from which the claim arises.
- 11.8 Notwithstanding anything that may be to the contrary, no action may be brought by either Party against the other Party, under the Agreement and/or the Services, more than one (1) year after the cause of action arose.
- 11.9 The Company assumes no responsibility for the activities or conduct of other users of the Services.
- 11.10 The Company makes no guarantee nor warranty on any uptimes of the Services although the Company shall use all reasonable endeavours to ensure that the Services are available at least from 09:00 to 18:00 Singapore time during Business Days and the User further acknowledge that the Services may be subject to maintenance at the reasonable discretion of the Company during which access to or use of the Services is not possible, for which the Company will give prior written notice of at least 5 Business Days.

## **12. Personal Data Protection**

12.1 The User agrees that:

- (a) for any Personal Data (whether of the Authorised Users and/or other individuals) that the User or its Authorised Users will be or may be disclosing or discloses to the Company, that the User would have prior to disclosing such Personal Data to the Company obtained consent from the individuals whose Personal Data are being disclosed, to:
  - (i) permit the User or its Authorised Users to disclose the individuals' personal data to the Company for the purposes of the Agreement including providing the Services, as well as for the General PD Purposes; and/or
  - (ii) permit the Company to collect, use, disclose and/or process the individuals' personal data for the purposes of the Agreement including providing the Services, as well as for the General PD Purposes.
- (b) at the reasonable request of the Company, the User may (but shall not be obliged to) use such form(s) or document(s) provided by the Company in obtaining such consents from the individuals in question (for the avoidance of doubt, the Company is under no obligation to the User to create any such form(s) or document(s));



- (c) any Personal Data of individuals that the User or its Authorised Users will be or is disclosing to the Company are accurate;
- (d) it shall at the reasonable request of the Company, use reasonable efforts to assist the Company to comply with Personal Data Protection Laws. In this regard and without limiting the generality of the foregoing, this includes but is not limited to the User executing such further documents as the Company may require and/or the User making arrangements for additional form(s) and consent(s) to be completed and signed by individuals whose Personal Data are provided by the User or its Authorised Users to the Company; and

for any Personal Data of individuals that the User or its Authorised Users will be or may be disclosing or discloses to the Company, that the User or its Authorised Users, as the case may be, is/are validly acting on behalf of such individuals and that the User or its Authorised Users has/have the authority of such individuals to provide their Personal Data to the Company and for the Company to collect, use, disclose and process such Personal Data for the purposes of this Agreement including providing the Services, as well as for the General Personal Data Purposes

### **13. Confidentiality**

- 13.1 Both parties agree, as a general rule, that any and all information obtained or used in performance of this Agreement will be treated confidentially. With respect to any information supplied in connection with the Agreement and designated by either party as confidential or which the other should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure ("Confidential Information"), the other party agrees to protect the Confidential Information in a reasonable and appropriate manner, and use the Confidential Information only for the stipulated purpose or objective, or its authorized disclosure and for no other purpose. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed or (v) disclosed pursuant to legal requirement or order. Such confidential information shall not, without the prior approval of the Disclosing Party, be disclosed or used in whole or part by the Receiving Party for any purpose other than for the purposes of this Agreement.

### **14. Alteration of the Services; Termination of User Accounts; and Termination of the Licence**

- 14.1 The Agreement shall commence on the Effective Date and shall continue in force until the expiry of the Subscription Term or when the Agreement is terminated in accordance with the terms of the Agreement, whichever occurs earlier.
- 14.2 The Company may amend, remove, or modify all or part of the Services (including the Contents) at any time.
- 14.3 The Company has the right to and the User acknowledges that the Company shall be entitled to:
- (a) immediately remove and withdraw the Contents, in whole or in part, from the Services, and/or immediately remove and withdraw any information, data, product or service forming a part of the Services; or

- (b) suspend, withdraw or terminate, by giving the User 1 month notice:
  - (i) the User Accounts;
  - (ii) access and use of the Services;
  - (iii) the Licence; and/or
  - (iv) the Agreement,

at any time, without liability, for any or no reason whatsoever. The User shall not hold the Company liable in any way whatsoever for any of the aforesaid. Without limiting the generality of the foregoing, in the event that the User's access and/or use of a User Account and/or the Services is in breach of the Agreement, the Company has the right to immediately terminate the User's User Account(s) (if applicable), the User's access and use of the Services, the Services, and/or the Agreement, without notice and take all such action as it considers appropriate, desirable or necessary including but not limited to taking legal action against the User. The Company shall notify the User of any breaches so that the User has an opportunity to answer to the Company's allegation, including rectifying the breaches if required.

- 14.4 Any termination or suspension by the Company of the User's User Account(s) (if applicable), the Services (or any part thereof) or the Agreement, shall not entitle the User to receive any compensation in respect of the termination; unless such termination by the Company is for convenience and through no fault of the User and in such a case, the Company shall refund the User a pro-rated amount equivalent to the remaining duration of the then Subscription Term for which and provided that the Subscription Fees had been fully paid for by the User. The latter is the User's sole and exclusive remedy arising from the Company terminating the User's User Account(s) (if applicable), the Services or the Agreement for convenience and through no fault of the User.
- 14.5 The User may terminate its use of the Services, and the User Accounts, at any time. On such termination, the User shall pay the Company's outstanding Subscription Fees (if any).
- 14.6 Any termination of the Agreement (howsoever occasioned) shall not affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. Without limiting the generality of the foregoing, clauses **5.2, 5.3, 6, 9, 10, 11, 12, 13.5, 13.6, 13.7, 15** shall survive termination of this Agreement.
- 14.7 Regardless of termination of the Agreement for any reason, the User shall remain obligated to pay the Company all Subscription Fees, and any other sums that have accrued or are otherwise owed by the User to the Company up to the date of termination.
- 14.8 Unless otherwise expressly stated, any termination by either Party of the Agreement shall be without prejudice to any other rights or liabilities of either Party accrued prior to and including the date of termination.

## **15. Force Majeure**

- 15.1 Without prejudice to clause **11**, the Company shall have no liability to the User under the Agreement if it is prevented from or delayed in providing the Services, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation:

- (a) labour or trade disputes, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party);
- (b) cyber-attacks, Internet service provider failures or delays, or any failure of a utility service or transport or telecommunications network;
- (c) acts of God, floods, droughts, earthquakes, or other natural disasters;
- (d) epidemics, pandemics, or issuance of quarantine or other prohibition or restrictive orders by any governmental or public authority;
- (e) terrorist attacks, wars, threat of or preparation of war, riots, civil commotions;
- (f) malicious damage; and/or
- (g) 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.

## **16. Governing Law and Dispute Resolution**

- 16.1 This Agreement shall be governed by and be construed in accordance with the laws of Singapore, without regard to the principles of conflicts of laws.
- 16.2 All disputes arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by Singapore International Arbitration Center (SIAC), by a tribunal of one arbitrator selected in accordance with the procedural rules of SIAC in force at the time of the dispute arose. The place of hearing is in Singapore. The language of arbitration is English.
- 16.3 For the purpose of enforcing the Agreement and notwithstanding clause **15.1**, each Party has absolute discretion to seek equitable relief from the SIAC and each Party hereby submits to the exclusive jurisdiction of the SIAC.

## **17. General**

- 17.1 **Relationship:** The Parties acknowledge and agree that nothing in this Agreement creates a joint venture, relationship of partnership or agency between the Parties and neither Party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of the other Party.
- 17.2 **Waivers:** No forbearance, delay or indulgence by a Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that Party nor shall any waiver of its rights in relation to a breach of this Agreement operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to a Party under this Agreement is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.

- 17.3 **Severability:** Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable, the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.
- 17.4 **Variation:** This Agreement may be amended by the Company from time to time, provided that the Company gives the User not less than **one (1)** month notice of such amendment. If the User continues to access and use the Services after the effective date of such amendments, the User shall be deemed to have accepted to be legally bound by this Agreement as it may be so amended.
- 17.5 **Entire Agreement:** The Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter. Except as may be expressly stated in the Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the Parties.
- 17.6 **Third Party Contract Rights:** A person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any provision of the Agreement.
- 17.7 **Counterparts:** The Parties may sign the Agreement in one (1) or more counterparts by the duly authorised representatives of the Parties, each of which constitutes an original and all of which taken together shall constitute the Agreement. The Parties may sign and deliver the Agreement by facsimile or by emailed portable document format ("PDF") document (or other mutually agreeable document format), and a reproduction of the Agreement with a Party's signature made by facsimile or PDF, sent by facsimile or email shall have the same effect as and be enforceable as a signed and delivered original version of the Agreement.
- 17.8 **Electronic Signatures:** The Parties agree that the Agreement may be executed by way of electronic signatures and that the Agreement, or any part thereof, shall not be denied legal effect, validity or enforceability solely on the ground that it is in the form of an electronic record. The Parties further agree that they shall not dispute the validity, accuracy, legal effectiveness or authenticity or enforceability of the Agreement merely on the basis that the Agreement is executed by way of electronic signatures, and that such electronic record shall be final and conclusive of the Parties' agreement of any relevant matter as set out in this Agreement.
- 17.9 **Assignment:** The rights to access and use the User's User Account (if applicable) and/or the Services is personal to the User, and the User shall not transfer or assign to a third party its rights and obligations as defined in the Agreement. The Company may freely assign, transfer or sub-contract the Agreement and any of its rights and obligations under the Agreement, in whole or in part, without the prior consent of or prior notice to the User.
- 17.10 **Sub-contracting:** The Company has the right at its absolute discretion to enter into any sub-contract for the provision of the Services or any part thereof without the prior consent of the User
- 17.11 **Notices:** Any notice or other communication to be given under this Agreement shall be in writing and shall be delivered by hand, sent by registered post or shall be transmitted by facsimile or electronic mail to the address or details set out in the Order Form (or such address or details as a Party may notify to the other Parties in writing):
- 17.12 Any notice served on a Party will be deemed to have been received:

- (a) in the case of delivery by hand, when delivered;
- (b) in the case of post, on the third (3<sup>rd</sup>) Business Day after the date of posting (if sent by local mail within the same country that the sender is situated) and on the fifth (5<sup>th</sup>) Business Day after the date of posting (if sent by air mail outside of the country that the sender is situated); or
- (c) in the case of electronic mail or facsimile, at the time of transmission provided that the sender does not receive any indication that the electronic mail message has not been successfully transmitted to the intended recipient or has been delayed.