

Terms of Use - Wizness

These Terms of Use (hereinafter "Terms") govern the use by the Customer and its Users of this Web Infrastructure and all its associated services provided from time to time (the "Service"), which are operated by Enablon (hereinafter "the Company") and edited by EICC. The Company and Electronic Industry Citizenship Coalition, Incorporated, a Delaware non-stock corporation ("EICC"), are parties to a Master Agreement relating to the Services. EICC is a third party beneficiary for purposes of Sections 7, 8 and 9 of these Terms. By clicking on "I accept", the Customer recognizes having received all necessary information from the Company to use the Service, accepts these Terms and any document to which they refer and accepts being fully and solely responsible for the respect of these Terms by its Users. By registering, the Customer warrants that its Users will provide accurate information (including their personal information) and keep it updated.

1. Definitions

Community (ies) is a private area within Wizness Platform administered by one or several Partners, dedicated to one specific topic of the Sustainable Performance area. Users can be part of different Communities.

Partner may decide to create one or more Communities provided that it complies with the rules and processes described in the documents detailed Community administration as well as specific Wizness Community Term of Use.

Partner means an organization who administers a community on Wizness

User(s) means any physical person who is an employee, agent or contractor – characterized by their first and last name and their company name – acting on behalf of the Customer and having a right to use the Service in accordance with these Terms.

Customer means a company or entity who registers with the Company to use the Wizness Platform.

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

Software means the standard program developed by the Company and executed by the Application Server, owned by the Company, which allows the Service to be provided.

Server Hardware or software IT resource capable of delivering information or performing a process requested by other Software or computers.

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.)

Wizness Platform (Platform): Wizness is a collaborative network designed and developed by Enablon 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.

2. Purpose

During the subscription period and subject to the terms of this Agreement Company shall provide the non-exclusive and non-transferable right to use the Service to the Customer and its Users.

The Customer and its Users shall use the Service only for Customer's own internal needs and in accordance with the Service Documentation.

The rights conferred to the Customer in these Terms are subject to all of the following agreements and restrictions: (i) the number of Users authorized to access the Service shall not exceed the maximum number of Users defined between the Parties (if applicable); (ii) the right to use the Service is associated with individuals and consequently cannot be transferred or shared outside of the terms and conditions set forth in these Terms; (iii) the Customer shall not license, sell, lease, transfer, give, or make the Service available to third parties, nor shall it use the Service commercially; (iv) the Customer shall not translate, adapt, arrange, decompile, disassemble, or modify all or part of the Service, nor shall it make derived products, transfer, or reverse engineer any portion of the Service, or export it, merge it with other computer applications, or access the Service in order to design a similar or competing product or service; (v) except as explicitly mentioned herein, no portion of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, disseminated, or transmitted in any form or by any means, including by not limited to electronic, mechanical, photocopying, recording, or other means; (vi) the Customer shall not disclose a critical review of the Service to third parties, including the results of performance tests, without prior written authorization from Company.

3. Company's Obligations and warranties

Company warrants that it shall make commercial reasonable efforts to perform the Service under this Agreement but does not warrant that it will operate error free.

Once subscription or renewal has been validated, Company shall send to Users a username and password to enable them to access to the Service.

If necessary, Company may modify the technical specifications of the Service provided that it does not adversely affect the use of the Service.

In the event of a Service failure, Company shall use reasonable endeavors to re-establish the continuity and availability of the Service. However, Company may discontinue or suspend the Service in whole or in part for scheduled or unscheduled maintenance or in case of emergency.

4. Customer's Obligations

The Customer undertakes and warrants to respect these Terms.

The Customer acknowledges that it must provide for its own access to the World Wide Web, pay any services and telecommunication fees associated with such access and provide and maintain all hardware and software, including a compatible Web

browser, for Users to access the Service and to upload and download Data. The Customer is responsible for ensuring that the configuration of hardware and software used by the Customer, are compatible with the Service.

The Customer agrees to pay the price (if any) agreed upon between the Parties. Without payment of the Customer, Users will not be allowed to access the Service. No prorated reimbursement shall be made.

The Customer is required to accept the Service updates that will be performed.

5. Payment

The Customer accepts that fees may apply for services under these Terms. Access to services will be granted once payment is validated.

6. Security and access to the Service

Except for accessing information stored and made available in the public area of the Platform, the Service is accessible via an Internet connection with a username and password, made up of alphanumeric characters and approved by the Company. For security and confidentiality reasons, only the combination of these two codes enables the Users to access the Service.

The username and password are proof of the User's identity and are associated with any use the Customer makes of the Service. They shall be synonymous with an electronic signature, as defined in section 1316-4 of the French Civil Code or any relevant law or regulation.

The Customer shall solely bear the consequences of their use by a third party who has been given knowledge of their username and password.

If their password is lost, the Users may request a new password. The system will automatically send it to them by e-mail.

Company's record systems are considered to be proof of the date and duration of use of the Service.

All of the elements related to the use of the account shall be kept and archived by the Company. Company may prevail, particularly for evidentiary purposes, any document, file, record, report, or statistics on any media, including computer media directly or indirectly received or stored by Company in a database. If Company believes there has been or is likely to be a breach of security or misuse of the Service Company may change the User's password and notify the User accordingly.

7. 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 Partner 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 users and Customers of the Service information about the Partner, such as the description of the Community provided by Customer, (iii) to reference users in the Directory ("Directory" means the directory where all users of the Service are referenced).

8. Warranty

EICC makes no representations or warranties of any kind with respect to the Service, expressed or implied, including but not limited to, the conditions, declarations, and implied warranties of merchantable quality, conformity to a specific purpose, ownership and non-violation of rights, and service quality. EICC makes no declaration or warranty regarding the reliability, availability, timeliness, quality, efficiency, truthfulness, accuracy, or completeness of the Service or the results the Customer may obtain from it. Without limiting the general impact of the above, EICC does not claim or warrant that (a) the operation or use of the Service will be done on a timely basis, in a secure manner, and without interruptions or errors; (b) the quality of the Service, information, or other data you have purchased or obtained through the Service will meet the Customer's requirements; or (c) the Software, servers, or systems that ensure the availability of the Service do not contain viruses or other harmful components. The Customer recognizes that EICC does not control the transfer of data on the communication systems, including the Internet, and that the service may have imperfections, delays, and other problems that come with these communication systems. EICC cannot be held responsible for delays or other damages resulting from these problems.

With the exception of specific warranties contained in this Agreement, Company and its suppliers, by the present Terms, reject any conditions, declarations, and warranties expressed or implied in regard to the Service, including but not limited to, the conditions, declarations, and implied warranties of merchantable quality, conformity to a specific purpose, ownership and non-violation of rights, and service quality. Company and its suppliers make no declaration or warranty regarding the reliability, availability, timeliness, quality, efficiency, truthfulness, accuracy, or completeness of the Service or the results the Customer may obtain from it. Without limiting the general impact of the above, Company and its external suppliers do not claim or warrant that (a) the operation or use of the Service will be done on a timely basis, in a secure manner, and without interruptions or errors; (b) the quality of the Service, information, or other data you have purchased or obtained through the Service will meet the Customer's requirements; or (c) the Software, servers, or systems that ensure the availability of the Service do not contain viruses or other harmful components. The Customer recognizes that neither Company nor its suppliers control the transfer of data on the communication systems, including the Internet, and that the service may have

imperfections, delays, and other problems that come with these communication systems. Company cannot be held responsible for delays or other damages resulting from these problems.

9. Liability

Company can only be held responsible for direct damages caused by negligence or breach under this Agreement resulting from the operation of the Service and waives any liability under this Agreement with regard to the contents uploaded, stored and exchanged through the Service by Customer and User. Customer and User hereby waive any and all such claims against EICC and fully release EICC therefrom.

It is expressly agreed that Company will not be liable for indirect, specific, consequential or accidental damage or loss such as loss of markets or orders, reduced profit, loss of profit, losses in sales figures, loss of savings, loss of earnings, commercial problems, loss of data or image

In consideration of Customer's and User's access to the Service, to the maximum extent permitted by law, EICC shall have no liability with respect to the Service and EICC will not be liable for indirect, specific, consequential or accidental damage or loss such as loss of markets or orders, reduced profit, loss of profit, losses in sales figures, loss of savings, loss of earnings, commercial problems, loss of data or image; and Customer and User hereby waive any and all such claims against EICC and fully release EICC there from.

User is responsible for content transmitted by using the Service. When User is an employee of a Customer or is acting or is deemed to act, by any legal means on behalf of Customer, Customer is responsible for content transmitted by such User to the fullest extent permitted by applicable laws. Company assumes no liability whatsoever for information that is disseminated by the Service, exercising no control over this information. Company cannot be held liable for possible malfunctioning on the User's workstations following use of the Service.

In consideration of Customer's and User's access to the Service, to the maximum extent permitted by law, Company's liability with respect to the Service is limited to the total amount stated in the Master Agreement entered into between Company and EICC containing a provision allowing EICC to recover potential losses of Customer on behalf of Customers.

10. Indemnity

Customer shall fully and promptly indemnify and hold harmless EICC, the Company, and each of their parents, affiliates, subsidiaries, officers, directors and employees in respect of all actions, demands, claims, fees, fines, damages, proceedings, costs, charges and expenses (including reasonable attorney's fees) which EICC, the Company and the other indemnitees may directly or indirectly suffer or incur in relation with the use of the Service (including any breach of this Agreement) by the Customer and its Users.

11. Confidentiality

Under the present Agreement, confidential information includes all information, data and documents in any form which the Parties are aware of in the context of Company's provision of Services. Company will maintain confidentiality of User and Customer 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 this Agreement and two (2) years afterwards.

12. Intellectual Property

All intellectual property rights in Customer's Data shall be and remain vested in Customer. For the purpose of this Agreement, Customer/User grants to the Company all necessary rights, including the license to load, store and copy all Data uploaded.

The Company shall be and remain the sole owner of all intellectual property rights in Software, in the Service and in relation to the Service.

Subject to the respect of this Agreement, the Company grants to Customer a non-exclusive, royalty-free license to use the Service for the duration of this Agreement. This Agreement does not give the Customer/User any intellectual property right to the Service (including patent, trademarks, copyright) and the Software, which remain the sole and exclusive property of Company. Company expressly reserves the exclusive right to modify the Service so that it is used as intended and particularly to correct errors. The Customer is thus formally prohibited from modifying or having a third party modify the Service.

The Customer agrees to respect the property statements contained in all of the elements of the present Service.

Customer/User hereby irrevocably grants a non-exclusive, royalty-free license to Company to use contents and information uploaded through the Service solely for the purpose of providing the Service in accordance with these Terms.

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.

13. Data Protection

In this section the terms personal data, process, and data shall have the meaning given to them in the European directive 95/46/CE (on the protection of individuals with regard to the processing of personal data and on the free movement of such data dated October 24 1995).

While using the Service the Customer/User may upload personal data, and Company may process those data, when doing so the Customer and Company shall comply with the European directive on DIRECTIVE 95/46/EC of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and any other applicable data protection legislation that may be in force or come into force during the continuance of the Agreement.

Where in connection with this Agreement Company processes personal data on behalf of the Customer (for example when Customer creates and/or administrates a Community), Company shall: (i) unless otherwise agreed in writing, process the personal data to the extent and in such manner as is necessary for the provision of the Service or as is required by law or regulatory body, (ii) implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing or accidental loss, destruction damage alteration or disclosure, (iii) promptly notify the Customer if it receives a request from a data subject to have access to personal data or any other complaint or request relating to the Customer's obligations under the European directive cited above and provide full cooperation and assistance to the Customer in relation to any such complaint or request.

The Customer shall be responsible for the accuracy of the data it collected and uploaded in connection with the Service.

Given the fact that Customer may currently or in the future be part of different Communities accessible through the Service, Customer duly authorizes the Company to keep storing its Data (including personal data) provided that Company respects the same degree of care as described in this Agreement.

Customer authorizes Company to collect statistical information and performance information in relation to the operability of the software and then make this information available to the public. Company retains all intellectual property rights on such information.

Customer can direct any questions or concerns regarding Company's treatment of personal or proprietary information by contacting Company through the email dedicated to such requests in this website or any other means proposed by Company.

14. Term - Termination

Unless specified otherwise, the Services are provided on an annual basis. The Customer may renew its subscription to the Service by paying the annual fees for the following year no later than the anniversary date of the Customer's subscription.

These Terms and subsequent modifications apply as long as the Customer/User uses the Service. Notwithstanding the above, either party can terminate the present Contract if the other party does not remedy a breach of these Terms within thirty (30) days of written notification by the other party. If the termination is related to a failure on the part of the Customer, the Customer shall be required to pay all fees and other arrears due at the time of termination, without prejudice to any damages and interests.

Notwithstanding its obligation to indemnify Company as described in section "Indemnity", the Customer recognizes that the Company reserves the right to terminate immediately this Agreement and the Customer's use of the Service without indemnity of any kind if (i) the information provided is inaccurate, obsolete, or incomplete, (ii) information disseminated through the Service is incompatible with the Company image, (iii) violation or threat of infringement of competition or Data Protection laws.

After the termination of this Agreement for whatever reason, the following section shall remain in force: "Limitation of Warranty", "Liability", "Confidentiality", "Intellectual Property", "Data Protection", "Fair

Competition", "Miscellaneous" and "Jurisdiction and applicable law".

15. Code of Conduct - Indemnity

The Customer recognizes their responsibility to inform third parties of the use, handling, or transfer of its data, including the user of automated processing, and to ensure that these third parties have consented to such use, handling, and transfer, as required by all existing legislation pertaining to data protection. The Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, validity, and copyright of all its data and all declarations made to competent authorities in all of the relevant countries, authorizing the access and/or use of said confidential information and personal data. Information on Company's security procedures and systems are available upon written request.

When using the Service, the Customer agrees 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 this website 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, 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 present Service without Company's prior written approval; (vii) alter the functionality of this 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 Customer 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.

16. Fair Competition

Although Company has no means to control the information shared through the Service, Company takes fair competition very seriously. Customer

represents warrants and undertakes not to use the Service to infringe any applicable competition laws and regulations. Infringements to competition law include (without being exhaustive) the following elements: (i) direct or indirect fixing prices or any other trading conditions, (ii) limitation or control of production, markets, technical developments or investments, (iii) sharing markets, (iv) agreements regarding the common refusal to supply, (v) agreements and practices between undertakings which have as their object or effect the prevention, restriction or distortion of competition law, (vi) exchange of information which may be used for controlling fulfillment or existing pricing, production or market partition agreements or other agreements which infringe effective and fair competition.

17. Miscellaneous

The Company and EICC reserves the right to change the Terms. Any modification agreed by EICC and Company will be posted on the Web Site and will become effective immediately upon posting. If any of these changes are unacceptable, Customer may terminate its subscription. Use of the Service following the posting of changes to these Terms constitutes acceptance of those changes.

The Parties acknowledge that any applicable or future mandatory regulation or law may require a modification or waiver of any relevant term of this Agreement. In such case, the Company will modify the relevant provision in order to comply with such regulation or law.

Company can subcontract all or part of its obligations under the present Contract after prior written notification to the Customer. The Customer can assign or transfer their rights under this Agreement to a third party after Company's prior written consent. Such consent shall not be unreasonably withheld.

The parties cannot be held responsible on the present Agreement for delay or non-execution, when the cause of the delay or non-execution does not depend on the defaulting party but on such events as actions by civil or military authorities, fires, storms, floods, natural disasters, epidemics, strikes, riots, revolts, sabotage, war, etc. In a force majeure event, execution of this Agreement will first be suspended for the part of the service that is affected by it. If the emergency situation continues beyond a period of forty-five (45) days, this Agreement may be automatically terminated by request of one of the two parties, without giving rise to a claim for compensation of any kind by either party.

In the event that any one of the stipulations of the present Contract 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 Contract 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 Contract or if he exercises this right late, he cannot be said to have given up this right.

The present Contract constitutes the full agreement among the Company, Customer and User in regard to the Hosting service and prevails over all previous

Hosting agreements, written or verbal among Company, Customer and User, as well as over the terms and conditions appearing on all order forms, order acceptances and invoices, and over all other communications among Company, Customer and User for the same purpose as for the Contract. The present Contract can only be modified by an amendment duly signed by both Parties.

18. Jurisdictions and Applicable Law

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 Paris Commercial Court, 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 these Terms.