

ALTRUISTIQ STANDARD CONTRACT

1. SCOPE

The Altruistiq Standard Contract (“**Altruistiq Standard Contract**”) sets forth the terms and conditions applicable to the Services and Products offered by Altruistiq to the Customer via AWS Marketplace. The offer of the Services and Products pursuant to a Commercial Proposal, and the Customer’s acceptance or otherwise purchase of the corresponding Subscription, constitutes each Party’s respective acceptance of the Altruistiq Standard Contract and their entry into this Agreement. Unless defined elsewhere in the Altruistiq Standard Contract, terms in initial capital letters have the meanings set forth in Clause 19.

2. PARTIES

Unless expressly agreed otherwise, these Altruistiq Standard Contract shall apply to each commercial proposal entered into between the customer entity identified therein (“**Customer**”, “**you**”, “**your**”) and Expanding Circle Ltd, a private limited company established in England with its registered office at 6th Floor One London Wall, London, United Kingdom, EC2Y 5EB, and company number 13115702 (“**Altruistiq**”, “**we**”, “**us**”, “**our**”) (each a “**Commercial Proposal**”).

3. AGREEMENT

- 3.1 The Altruistiq Standard Contract, each Commercial Proposal, any Annex to the Altruistiq Standard Contract and to the relevant Commercial Proposal, and any NDA agreed by the parties (together, the “**Agreement**”) set out the terms on which we will provide you with the products and services specified in the relevant Commercial Proposals (the “**Services**”) and offered through AWS Marketplace.
- 3.2 This Agreement may be supplemented, amended, or replaced from time to time, by mutual written agreement.
- 3.3 Unless expressly agreed otherwise in the relevant Commercial Proposal, if there is any inconsistency between the Altruistiq Standard Contract and a Commercial Proposal, an Annex, or the NDA, the Altruistiq Standard Contract shall prevail.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 We acknowledge that nothing in this Agreement shall operate to transfer to us ownership of any of the Customer’s Intellectual Property Rights or other proprietary rights.
- 4.2 You acknowledge that, except for the Intellectual Property Rights assigned to you at Clause 5, Altruistiq shall retain full ownership of all rights, title, and interests in and to the Retained Intellectual Property Rights anywhere in the world; and of any other proprietary rights.
- 4.3 You acknowledge that all rights, title, and interest in any Feedback shall vest in Altruistiq on creation. You assign to the us all right, title, and interest in and to Feedback.
- 4.4 Notwithstanding the express licences at Clause 6, 7, and 8, each party shall grant or procure the grant of all such licences to the other party to use the Intellectual Property Rights and other proprietary rights for the Term as are necessary to allow the other party to exercise its rights and perform its obligations under the Agreement.

5. INTELLECTUAL PROPERTY ASSIGNMENT

The Intellectual Property Rights in and to any Deliverables shall vest in the Customer on creation of the rights from time to time. We hereby assign, by way of present and, where appropriate, future assignment, all such Intellectual Property Rights in the Deliverables to the Customer.

6. SERVICE AND SOFTWARE LICENCE

Subject to your continuing compliance with the terms of this Agreement and payment of the Charges, we hereby grant you for the duration of the Term, a non-exclusive, worldwide, non-transferable (except in connection with an assignment permitted under Clause 18.5), non-sublicensable, non-revocable (except as provided at Clause 16) licence to access and use the Product and Services solely for your business purposes.

7. TRADEMARKS AND DESIGNS LICENCE

- 7.1 Subject to your continuing compliance with the terms of this Agreement and to payment of the Charges, we grant to you, for the duration of the Term, a non-exclusive, worldwide, non-transferable, non-sublicensable, revocable licence to use, copy, adapt, translate, and publish our trademarks, designs and other copyrighted materials owned or licensed to us in relation to the Deliverables for the purpose of: (i) exercising your rights and obligations under the Agreement; (ii) publicly stating that you are our customer; and (ii) creating and disseminating promotional materials for the duration of the Term (“**Altruistiq Trademarks and Designs Licence**”).
- 7.2 Notwithstanding Clause 7.1, subject to your continuing compliance with the terms of this Agreement and to payment of the Charges, we grant you a perpetual licence to use, copy adapt, translate and publish any trademarks, designs, and

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other copyrighted elements owned or licensed to us as included or featured within the Deliverables (“**Deliverables Designs Licence**”).

- 7.3 You shall follow our brand guidelines (where notified) in such usage.
- 7.4 We give no warranty and make no representation in or pursuant to the Altruistiq Trademarks and Designs Licence that the use of our trademarks and designs or other copyrighted materials does not or will not infringe the rights of others.
- 7.5 We retain the right to withdraw the Altruistiq Trademarks and Designs Licence and Deliverables Designs Licence should you be in breach of our brand guidelines or anyhow operate in such a way to bring detriment to the reputation or goodwill associated with our trademarks.
- 7.6 Any use of our trademarks and designs will inure to the benefit of Altruistiq or the party holding the Intellectual Property Rights to those.

8. CUSTOMER DATA LICENCE

In consideration for the Services, you hereby grant to us, for 10 (ten) years from the Commencement Date, a non-exclusive, worldwide, transferable, perpetual licence (including the right to sublicense to our affiliates and third party service providers) to use, adapt, translate, copy and analyse such Customer Data for the purposes of providing the Services, improving and delivering our products and related services (including general research and development activities), undertaking analysis and research, and communicating the Customer Data on an anonymised and aggregated basis with other Altruistiq’s customers and our third party service providers.

9. SERVICES

- 9.1 SaaS Service. We will provide the Product to you as a SaaS Service in accordance with the Product Listing promptly following purchase of the Subscription and continuing until termination of the Subscription. We will provide you with all license keys, access credentials and passwords necessary for access and use of the Product via the SaaS Service (“**Keys**”) as set forth in the Product Listing.
- 9.2 Support Services. We will make available to you Documentation concerning the use and operation of the Product, and Altruistiq will provide Support Services to you as described, incorporated, or referenced in the Product Listing.

10. ALTRUISTIQ’S OBLIGATIONS

- 10.1 We undertake that:
 - (a) we have and will maintain all necessary licences, consents, and permissions necessary for the performance of our obligations under this Agreement;
 - (b) the Services will be performed substantially in accordance with the Product Listing and with reasonable skill and care; and
 - (c) we have and will maintain in place adequate insurance to cover against all risks under this Agreement.
- 10.2 The undertaking at Clause 10.1(b) shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Altruistiq’s instructions, or modification or alteration of the Services by any party other than Altruistiq or the Altruistiq’s duly authorised contractors or agents.
- 10.3 If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance.
- 10.4 We do not warrant that:
 - (a) the Customer’s use of the Services will be uninterrupted or error-free; or
 - (b) the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer’s requirements; or
 - (c) the Software or the Services will be free from vulnerabilities or viruses; or
 - (d) the Software, Documentation or Services will comply with any Heightened Cybersecurity Requirements.

11. ACCEPTABLE USE

- 11.1 Except as expressly set out in this Agreement or as permitted by any local law which is incapable of exclusion by agreement between the parties, you shall:
 - (a) use the Services only in accordance with the terms of this Agreement;
 - (b) not use (or access) the Services, Software and Documentation in any way that be deemed in competition with our own business, or in any way that may facilitate the creation or running of a business in competition with ours;

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- (c) provide us with all necessary co-operation in relation to this Agreement, and all necessary access to such information as may be required by us in order to provide the Services;
 - (d) carry out all other Customer responsibilities set out in this agreement in a timely manner. In the event of any substantial delays in the Customer's provision of such assistance as agreed by the parties, we may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - (e) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
 - (f) obtain and maintain all necessary licences, consents, and permissions necessary for the performance of our obligations under this Agreement;
 - (g) have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Data.
 - (h) except as otherwise expressly provided in this Agreement, not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, Services and/or Documentation (as applicable) in any form or media or by any means; or
 - (i) not attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or Services;
 - (j) not use the Services to store, access, publish, disseminate, distribute or transmit any unlawful, harmful, defamatory, obscene, infringing, harassing or racially or ethnically offensive material or which is otherwise illegal or causes damage or injury to any person or property.
 - (k) not, unless previously agreed in writing with us, use the Software or Services to share, store or in any way process Highly Sensitive Information. Altruistiq shall have no responsibility for Highly Sensitive Information where the SaaS Service is not approved by Altruistiq to be used with Highly Sensitive Information.
- 11.2 Altruistiq may suspend Customer's right to access or use any portion or all of the SaaS Service immediately upon notice to Customer if Altruistiq, after reasonable due diligence given the nature and severity of the issue, reasonably determines that:
- (a) Customer or Authorised User's use of the SaaS Service poses a material risk to the security or operation of Altruistiq's systems, the SaaS Service or the systems or data of any other customer, or
 - (b) Customer or an Authorised User's use of the SaaS Service violates this Clause 10.4(d) or is illegal or fraudulent; or
 - (c) Customer fails to pay any undisputed amounts within 30 days after notice of past due amounts.
- 11.3 To the extent reasonably practicable, Altruistiq will limit the suspension of the SaaS Service pursuant to Clause 11.2 as needed to mitigate the applicable risk. Altruistiq will promptly restore the SaaS Service to Customer upon resolution of the issue and/or payment of the outstanding amounts (as applicable).

12. LIMITED WARRANTIES

- 12.1 The parties warrant to use reliable means of sharing any data necessary or instrumental to the performance of the Services and to ensure compatibility with each party's respective datasets.
- 12.2 Furthermore, each party warrants that:
- (a) it is the sole legal and beneficial owner of the Intellectual Property Rights (if any) in the data to be shared or used under this Agreement ("**Data**") and in its operating environment, or it is duly licensed to use them in accordance with this Agreement;
 - (b) it has not assigned or licensed any of the Intellectual Property Rights in the Data or in the operating environment in any way that is incompatible with the performance or validity of this Agreement;
 - (c) it is unaware, to best of its current knowledge, of any infringement, or likely infringement, of any of the Intellectual Property Rights in the Data or in the operating environment;
 - (d) neither the operating environment and/or the Data has suffered any loss or corruption;
 - (e) its operating environment is in good condition and working order and have been regularly and properly maintained following good industry practice;
 - (f) it shall implement procedures in line with good industry practice to prevent distribution or transmission of viruses or other vulnerabilities;
 - (g) it shall not export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

- (h) it shall comply with all applicable laws and regulations with respect to its activities under this Agreement (including any applicable Data Protection Legislation).

13. CHARGES

- 13.1 In consideration for the Services, you agree to pay the Charges in accordance with the terms of the relevant Commercial Proposal (that shall be inclusive of any Annex) and this Clause 13.
- 13.2 Unless agreed otherwise in the Commercial Proposal, any Subscription Fee will be payable by you within 30 days from the start date of each term (i.e., the Initial Term, or Further Term as defined at Clause 16); and, in any case, within 30 days of the date of receipt of the relevant invoice.
- 13.3 All payments made under this Agreement shall be made without set-off or deduction, in the currency and to the nominated bank account stated in the Commercial Proposal. All Charges are stated exclusive of any additional taxes, levies or fees that may apply to the Services, and which will be borne by you.
- 13.4 We shall be entitled to increase the Subscription Fees, at the start of each Further Term upon 90 days' prior notice to the Customer and Annex II shall be deemed to have been amended accordingly.
- 13.5 If we have not received payment within 30 days after the due date, and without prejudice to any of our other rights and remedies:
- (a) we may disable the Customer's password, account and access to all or part of the Services and we shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

14. LIMITATION OF LIABILITY

- 14.1 Subject to Clause 14.2, the parties maximum aggregate liability, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in connection with, this Agreement shall in no circumstance exceed £1,000,000.00 (one million British Pounds).
- 14.2 Nothing in this Agreement shall exclude or in any way limit any liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.
- 14.3 Subject to Clause 14.2, Altruistiq shall in no event be liable whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in connection with, this Agreement for:
- (a) any loss of revenue, sales, profit, business, goodwill or anticipated savings (in each case whether direct or indirect); and/or
 - (b) any special, indirect or consequential loss.

15. CONFIDENTIAL INFORMATION & PUBLICITY

- 15.1 Except for rights expressly granted in this Agreement, each party reserves all rights in and to its Confidential Information. The parties agree that the works licensed by Altruistiq under this Agreement are Altruistiq's Confidential Information.
- 15.2 The parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other party using reasonable precautions.
- 15.3 Each party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto.
- 15.4 Each party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Clause 15.
- 15.5 Except as necessary for the proper use of the Product or of the Services, the permitted uses under the Customer Data Licence, the exercise of a party's rights under this Agreement, the performance of a party's obligations under this Agreement or as otherwise permitted under this Agreement, neither party will use Confidential Information of the other party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement.
- 15.6 Each party will promptly notify the other party if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information, and reasonably cooperate with the other party in attempts to limit disclosure.

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- 15.7 Compelled Disclosure. If and to the extent required by law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure.
- 15.8 Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure.
- 15.9 NDA. Customer and Altruistiq may agree to a separate nondisclosure agreement (or their respective Affiliates) ("NDA") that applies to disclosures occurring during the Term, in which case the terms and conditions thereof are incorporated herein by reference and will apply instead of subsections of this Clause 15.

16. DATA PROTECTION

- 16.1 Each party will comply with all Data Protection Legislation, and any implementations of such Laws, applicable to its performance under this Agreement. The Parties acknowledge and agree that they will consider in good faith implementing any codes of practice and best practice guidance issued by relevant authorities as they apply to applicable country specific Data Protection Legislation or their implementations.
- 16.2 Without limiting the generality of the foregoing, if the Customer is sharing Personal Data to Altruistiq and/or if Altruistiq is processing, storing or transferring Personal Data on behalf of Customer as part of its obligations under this Agreement, the Customer will be the Data Controller with regards to such Personal Data and Altruistiq will be the Processor.
- 16.3 Unless the parties expressly agree to be bound by other terms and conditions that reflect their respective legal obligations with respect to Personal Data, the Customer and Altruistiq agree to the terms and conditions of the attached Data Processing Addendum. For the avoidance of doubt, no Personal Data should be processed or transferred under this Agreement without privacy and security terms necessary for compliance with applicable Law.
- 16.4 The Customer acknowledges that:
- (a) Altruistiq's Product and Services are designed to comply with Data Minimisation obligations;
 - (b) Altruistiq's ingestion of any substantial amount of Personal Data, as may be necessary for the provision of the Product and Services (e.g., Personal Data may be embedded in Customer's transportation datasets and it may be technically difficult and/or excessively expensive to remove such data), will require the parties to enter into a separate data processing agreement containing the detailed instruction of the Customer (as the Data Controller), and into any other supplemental privacy and security terms consistent with applicable Data Protection Legislation.

17. TERM AND TERMINATION

- 17.1 This Agreement commences on the date that it is entered into by you and us ("**Commencement Date**") and, unless terminated earlier in accordance with this Clause 16, shall continue for a fixed period of 12 months (the "**Initial Term**") whereupon it shall either continue in accordance with the provisions of Clause 17.2 or terminate in accordance with the provisions of Clause 17.3.
- 17.2 On the expiry of the Initial Term, this Agreement shall automatically continue for further consecutive periods of 12 months (each, a "**Further Term**"), unless either party has given the other party notice in accordance with Clause 17.3, or unless the Agreement is terminated sooner in accordance with Clauses 17.4 or 17.5.
- 17.3 Without prejudice to any of the parties' rights or remedies, this Agreement shall terminate at the end of the Initial Term or at the end of the then Further Term if either party has given the other 4 (four) weeks' written notice to terminate the Agreement at any time up to 4 weeks before the end of the relevant 12-month period ("**Notice Period**"), such notice to expire either upon the end of the Initial Term or the end of the then Further Term (as the case may be).
- 17.4 We may, without prejudice to any of our other rights or remedies, terminate this Agreement or any Commercial Proposal immediately by written notice to you if you:
- (a) fail to pay any amounts due under this Agreement within 30 days of the due date and fail to make payment within 5 business days after notification of such non-payment;
 - (b) are in material breach of any of your obligations under this Agreement and either that breach is incapable of remedy or you have failed to remedy that breach within 30 days after receiving written notice requiring you to remedy such breach; or
 - (c) fail to enter into a separate data processing agreement with us, as established under Clause 16.4(b).

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- 17.5 You may, without prejudice to any of your other rights or remedies, terminate this Agreement or any Commercial Proposal immediately by written notice to us if:
- (a) we are in material breach of any of our obligations under this Agreement and either that breach is incapable of remedy or we have failed to remedy that breach within 30 days after receiving written notice requiring us to remedy such breach;
 - (b) we are found to be or become insolvent or unable to pay our debts as they fall due.
- 17.6 In the event that this Agreement or any Commercial Proposal is terminated, for whatever reason, you must immediately cease using the relevant Services.
- 17.7 Any termination or expiry of this Agreement or any Commercial Proposal (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination. Unless mutually agreed otherwise in any Commercial Proposal, this Clause 17 sets out the only grounds on which this Agreement or any Commercial Proposal may be terminated prior to its expiry.
- 18. MISCELLANEOUS**
- 18.1 Interpretation. In this Agreement, any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 18.2 Force Majeure. Altruistiq shall not be liable for failure or delay in performing any of its obligations under this Agreement if such failure or delay is due to any event outside of its reasonable control.
- 18.3 Severability. Each of the provisions in the Agreement are severable. In case any part of the Agreement should be considered as illegal, invalid or unenforceable, the remaining stipulations of the Agreement will continue to remain in full force and effect and will be interpreted and applied as if the section considered as unenforceable was not contained in the Agreement.
- 18.4 Entire Agreement. The Altruistiq Standard Contract together with each Commercial Proposal set out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement and shall apply to the exclusion of any Customer terms set out or referred to in, or appended to, any agreements or correspondence between the parties. Each party acknowledges that it is not relying on, and shall have no remedies in respect of, any undertakings, representations, warranties, promises or assurances (whether made innocently or negligently) that are not set forth in this Agreement.
- 18.5 Assignment. Both parties may assign or transfer (including by way of novation) this Agreement to a company within its Group. Both parties may assign or transfer (including by way of novation) this Agreement to a third-party, provided that the assignor shall give reasonable written notice of such assignment to the other party.
- 18.6 Waiver. No delay in exercising or non-exercise by any party of any of its rights, powers, or remedies under or in connection with this Agreement shall operate as a waiver of that right, power or remedy.
- 18.7 No Partnership or Agency. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 18.8 Third Party Rights. No third party will have the right to enforce any provision of this Agreement as a third-party beneficiary, including pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 18.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of the executed signature page of a counterpart of this agreement by email (in PDF, JPEG, or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement. If this of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet-ink" hard copy original of their counterpart.
- 18.10 Governing Law and Jurisdiction. This Agreement and any non-contractual rights or obligations arising out of, relating to, or having any connection with it shall be governed by and construed in accordance with the laws of England. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with the foregoing.
- 19. DEFINITIONS**
- 19.1 **Authorised Users:** means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation.
- 19.2 **Charges:** the Subscription Fees and any other amount (e.g., onboarding cost) identified in the Commercial Proposal.

- 19.3 **Confidential Information:** means any non-public information directly or indirectly disclosed by either party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) or accessible to the Receiving Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and user information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential.
- Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party’s Confidential Information or Intellectual Property Rights.
- 19.4 **Controller, Data Minimisation, Processor, Data Subject, Personal Data, Personal Data Breach, and Processing:** have the meanings given to them in the applicable Data Protection Legislation.
- 19.5 **Customer Data:** means any data relating to your business that you may provide to us in connection with our provision of the Services, including your (or your affiliates’) emissions data, utility-consumption data, technical information, project plans, business processes, plans and strategies, expenditure data and other financial data.
- 19.6 **Data Protection Legislation:** means all applicable laws and regulations relating to the processing, protection, or privacy of the Personal Data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. Data Protection Legislation includes, but is not limited to, all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant privacy commissioner or other relevant regulatory authority and which are applicable to a party.
- 19.7 **Deliverables:** means the content of GHG emissions baselines reports, target setting reports, recommendations, and any other document exported from the application or provided in soft copy or downloaded from the Modules, as included in the Services. Deliverables will not mean or include trademarks, logos, any design element featured or otherwise contained in any such document or work, but the Customer will have a wide licence to use, copy, and disseminate such works under Clause 7.
- 19.8 **Documentation:** means the Documentation made available to the Customer by us (either online or via emails or other communication means) from time to time which sets out a description of the Services and the user instructions for the Services.
- 19.9 **Feedback:** means all current and future suggestions, comments or other feedback regarding the Services provided by or on behalf of the Customer.
- 19.10 **Group or Group of Companies:** means in relation to a company, that company, any subsidiary, or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.
- 19.11 **Heightened Cybersecurity Requirements:** means any laws, regulations, codes, guidance (from regulatory and advisory bodies. Whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or an Authorised User relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.
- 19.12 **Highly Sensitive Information or Sensitive Data:** means information revealing racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health conditions, sexual life, sexual orientation, biometric or genetic data (also known as “Special Category Data” under UK Data Protection Legislation); and criminal offence data (e.g., allegations, proceedings, or convictions).
- 19.13 **Intellectual Property Rights:** means any and all rights, title and interest pertaining to intellectual property throughout the world, whether registered or unregistered, including all: (a) patents, patent applications, patent disclosures, utility models, rights to inventions, inventions and improvements thereto; (b) domain names, trademarks, service marks, business names, trade names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition; (c) copyrights and neighbouring and related rights; (d) rights in designs,

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database rights, rights of use; (e) software (both in object and source code format), data and databases and related documentation and material; (f) trade secrets, know how, technologies, processes, techniques, protocols, methods, formulae, algorithms, layouts, designs, specifications and confidential information, rights to use, and protect the confidentiality of, confidential information including know-how and trade secrets and all other intellectual property rights; (g) moral rights; (h) rights of privacy and publicity; and (i) all rights arising from any registrations, applications and renewals in connection with each of the foregoing, including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 19.14 **Personal Data:** means any information relating to an identified or identifiable living individual that is processed on behalf of the Customer as a result of, or in connection with, the provision of the Services under the Agreement; an identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual. Personal Data includes equivalent terms in other Data Protection Legislation, as context requires, to the extent such information forms part of the Customer Data.
- 19.15 **Product:** means the computer software and any associated data, content and/or services identified in the applicable Product Listing that Altruistiq provide as part of a Subscription, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the foregoing that Altruistiq provides, or is obligated to provide, as part of the Subscription
- 19.16 **Product Listing:** means the description of Product and other product information listed at Annex I of the Commercial Proposal and on the AWS Marketplace and offered by us, including Support Services and Altruistiq's policies and procedures incorporated or referenced in the product information.
- 19.17 **Subscription:** means a Product subscription for a specific use capacity purchased by Customer and fulfilled by Altruistiq for the licensing and provision of the Product, whether deployed in a Customer's computing environment and/or provided as a SaaS service through Altruistiq's computing environment.
- 19.18 **Subscription Fee/s:** means any subscription fee/s identified in a Commercial Proposal.
- 19.19 **Software:** means any software element underlying the Services.
- 19.20 **Retained Intellectual Property Rights:** means any Intellectual Property Rights to or in any work developed or otherwise created, or licensed to us, in connection with our business activities prior to the entry into this Agreement without geographical restrictions. It shall be inclusive of any Intellectual Property Rights in databases (or other compilation of data), algorithms, designs, architecture, tools, software, assessments, concepts and know how (including any patterns, templates, formulas, general information architecture developed in No Code tools; and any systematic or methodical arrangement of data or other materials) in any way developed in connection with our business activities, or otherwise owned or licensed to us prior to the entry into this Agreement. With the express exclusion of the Intellectual Property Rights assigned to you at Clause 5, Retained Intellectual Property rights shall also mean any Intellectual Property Rights into any work developed or otherwise created in the performance or in connection with the performance of the Agreement, or otherwise owned or licensed to us.
- 19.21 **Term:** means the period of time starting from the date of the relevant Commercial Proposal and ending on the day of the termination or expiry of this Agreement.

ANNEX I – DATA PROCESSING ADDENDUM

This Data Processing Addendum (this “**Addendum**”) is part of the Agreement between Altruistiq (who is the Processor) and the Customer (who is the Controller) and governs Altruistiq’s processing of Personal Data in its capacity as a Processor in connection with Altruistiq’s provision of the Services it provides pursuant to the Agreement. This Addendum shall only apply if Altruistiq and the Customer have not entered into a separate data processing agreement or similar contractual arrangement with respect to the processing of Personal Data. All capitalized terms used but not defined in this Addendum have the meanings given to them in the Agreement.

PROCESSING OF PERSONAL DATA

I. INTERNATIONAL DATA TRANSFERS

1. **International Data Transfer.** Before the Customer transfers Personal Data to Altruistiq, or permits Altruistiq to access Personal Data located in a jurisdiction that requires an International Data Transfer Mechanism, the Customer will notify Altruistiq of the relevant requirement and the parties will work together in good faith to fulfill the requirements of that International Data Transfer Mechanism. The parties will institute and comply with any International Data Transfer Mechanism that may be required by applicable Data Protection Law.

II. DATA PROTECTION GENERALLY

1. **Compliance.** The parties will comply with their respective obligations under Data Protection Law and their respective privacy notices.
2. **Confidentiality.** Altruistiq will restrict access to Personal Data to those authorized persons who need such information to provide the Services. Such authorized persons are obligated to maintain the confidentiality of any Personal Data.
3. **Security.** Altruistiq will implement appropriate technical and organizational measures to ensure a level of security appropriate to the Personal Data provided by the Customer and processed by Altruistiq. Such security measure will be at least as protective as the security requirements set forth in the Agreement. When choosing security controls, Altruistiq will consider the state of the art, the cost of implementation, the nature, scope, context, and purposes of Personal Data processing, and the risk to data subjects of a security incident or Personal Data Breach affecting Personal Data.
4. **Retention.** Personal Data received from the Customer will be retained only for so long as may be reasonably required in connection with Altruistiq’s performance of the Agreement or as otherwise required under Data Protection Law.
5. **Cooperation.** Altruistiq will cooperate to the extent reasonably necessary in connection with the Customer’s requests related to data protection impact assessments and consultation with supervisory authorities and for the fulfillment of the Customer’s obligation to respond to requests for exercising a data subject’s rights under Data Protection Law. Altruistiq reserves the right to charge the Customer for its reasonable costs in collecting and preparing Personal Data for transfer and for any special arrangements for making the transfer.
6. **Third Party Requests.** If Altruistiq receives a request from a third party in connection with any government investigation or court proceeding that Altruistiq believes would require it to produce any Personal Data, Altruistiq (if legally allowed) will inform the Customer in writing of such request and cooperate with the Customer if the Customer wishes to limit, challenge or protect against such disclosure, to the extent permitted by applicable Law.
7. **Instructions from the Customer.** Notwithstanding anything in the Agreement to the contrary, Altruistiq will only process Personal Data in order to provide the Services to The Customer, in accordance with the Customer’s written instructions, as permitted by the last sentence of Section III.8 below, or as required by applicable Law. Altruistiq will promptly inform the Customer if following the Customer instructions would result in a violation of Data Protection Law or where Altruistiq must disclose Personal Data in response to a legal obligation (unless the legal obligation prohibits Altruistiq from making such disclosure).
8. **Scope of Processing.** Altruistiq is prohibited from: (a) selling Personal Data, (b) retaining, using, or disclosing Personal Data for any purpose other than for the specific business purpose of performing Customer’s documented instructions for the business purposes defined in this Addendum, including retaining, using, or disclosing the Personal Data for a commercial purpose other than performing Customer’s instructions. Altruistiq certifies that it understands these restrictions. Notwithstanding the foregoing, Altruistiq may process Personal Data to retain or employ another person as a sub-Processor (as defined in Section III.10 below) in accordance with this Addendum, for internal use by the Altruistiq to improve the quality of its services, or to detect data security incidents or protect against malicious, deceptive, fraudulent or illegal activity.
9. **Sensitive Information.** Customer will inform Altruistiq if Personal Data is Sensitive Data.
10. **Sub-processors.** Customer grants Altruistiq general authorization, as a processor, to engage other processors (“**Sub-processors**”) to assist in providing the Services. Altruistiq will make a list of such Sub-processors accessible

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to Customer prior to transferring any Personal Data to such Sub-processors. Altruistiq will notify Customer of any changes to the list of Sub-processors by updating such list from time to time in order to give Customer an opportunity to object to such changes.

11. **Sub-processor Liability.** Where Altruistiq engages a Sub-processor for carrying out specific processing activities on behalf of Customer, substantially similar data protection obligations as set out in this Addendum will be imposed on that Sub-processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of Data Protection Law.
12. **Recordkeeping.** Upon a request issued by a supervisory authority for records regarding Personal Data, Altruistiq will cooperate to provide the supervisory authority with records related to processing activities performed on Customer's behalf, including information on the categories of Personal Data processed and the purposes of the processing, the use of service providers with respect to such processing, any data disclosures or transfers to third parties and a general description of technical and organizational measures to protect the security of such data.
13. **Transfer of Personal Data; Appointment.** Customer authorizes Altruistiq to transfer, store or process Personal Data in the United Kingdom and the EEA or any other country in which Altruistiq or its Sub-processors maintain facilities. Customer appoints Altruistiq to perform any such transfer of Personal Data to any such country and to store and process Personal Data in order to provide the Services. Altruistiq will conduct all such activity in compliance with the Agreement, this Addendum, data protection Law, any applicable International Data Transfer Mechanism and Customer instructions.
14. **Deletion or Return.** When instructed by Customer, Altruistiq will delete any Personal Data or return it to Customer in a secure manner and delete all remaining copies of Personal Data after such return except where otherwise required under applicable Law. Altruistiq will relay Customer's instructions to all Sub-processors.
15. **Breach Notification.** After becoming aware of a Personal Data Breach, Altruistiq will notify Customer without undue delay of: (a) the nature of the Personal Data Breach; (b) the number and categories of data subjects and data records affected; and (c) the name and contact details for the relevant contact person at Altruistiq.
16. **Audits.** At the Customer's written request, Altruistiq will: (a) conduct an information security audit before it first begins processing any of the Personal Data and repeat that audit on at least an annual basis; (b) produce a written report that includes detailed plans to remedy any security deficiencies identified by the audit; (c) provide the Customer with a copy of the written audit report; and (d) remedy any deficiencies identified by the audit within 90 days.