

TERMS OF USE OF THE SUSTAINABILL CLOUD PLATFORM

Thank you for choosing the sustainabill Cloud Platform!

These Terms of Use, including the Annexes, (**Terms**) govern your use of the sustainabill Cloud Platform currently accessible at <https://cloud.sustainabill.io> and of services provided via the Cloud Platform (together **sustainabill Cloud Platform**). These Terms apply between Verso GmbH, Agnes-Pockels-Bogen 1, 80992 München, Deutschland (**Verso**) and the company that successfully registered to use the sustainabill Cloud Platform and accepts these Terms (**Company**).

These terms of use were last updated in May 2023.

1. GENERAL PROVISIONS

1.1 The sustainabill Cloud Platform allows the Company to review sustainability and compliance aspects of suppliers (as defined below) and increase the transparency of the supply chain. In this case, the Company will be referred to hereinafter as the “**Customer**”.

1.2 Furthermore, the sustainabill Cloud Platform helps the Company help its business partners make supply chains transparent by enabling the Company to, as the supplier, provide relevant information to its business partners via the sustainabill Cloud Platform. In this case, the Company will be referred to hereinafter as the “**Supplier**”.

1.3 The sustainabill Cloud Platform may only be used by the Company that successfully registered to use the sustainabill Cloud Platform and agreed to these Terms, unless agreed otherwise between the Company and Verso. Any business partners of the Company (including affiliates) who want to use the sustainabill Cloud Platform must register to use the sustainabill Cloud Platform and agree to these Terms.

2. HOW DO YOU REGISTER?

2.1 To use the sustainabill Cloud Platform, the Company must register and create a profile on the sustainabill Cloud Platform. As part of registration, the Company must agree to the application of these Terms. Verso will confirm the registration and application of these Terms to the Company by email.

2.2 Registration data (email address and password) for the sustainabill Cloud Platform must be treated confidentially by the Company. The Company must notify Verso without delay and change its password in case of an indication of unauthorized access of the Company’s profile.

2.3 Only one profile is permitted by per company. If a company creates a second profile, Verso has the right to delete and terminate use of the second profile. In this case, Verso will transfer the information from the second profile to the first profile in coordination with the company.

3. WHAT FUNCTIONS AND SERVICES DOES THE SUSTAINABILL CLOUD PLATFORM OFFER?

3.1 The Company may use the sustainabill Cloud Platform to create a company profile (“**profile**”). This profile or parts thereof (see 3.2, limited profile) may be shared by the Company with its business partners (who also successfully registered to use the sustainabill Cloud Platform in accordance with Section 2) on the sustainabill Cloud Platform.

The profile may be used to save information and documents (“**company data**”) about sustainability, compliance and transparency measures.

3.2 As a Customer, the Company may invite business partners who are part of its supply chain to the sustainabill Cloud Platform to register as business partners of the Company and create own profiles. To use the sustainabill Cloud Platform, the invited business partner must register as explained in Section 2. Through the invitation, the Company, as the Customer, can present its supply chain consisting of business partners on the sustainabill Cloud Platform (if the business partners of the Company and other business partners along the Company’s supply chain use the sustainabill Cloud Platform).

3.3 In its profile, the Company may also specify which of its direct and indirect business partners (who successfully registered to use the sustainabill Cloud Platform in accordance with Section 2) may view the Company’s profile on the sustainabill Cloud Platform (“authorized business partners”). “Direct business partners” mean the business partners with whom the Company has or intends to establish a contractual relationship as a Customer or Supplier; “indirect business partners” mean the third parties with whom the direct business partners along the supply chain have or intend to establish a contractual relationship or who will be or were part of the Company’s supply chain of the Company’s products and services. Unauthorized business partners may only view the following information about the Company: its home country and the total value of its sustainability assessment (if provided by the Company) (“limited profile”).

3.4 The Company may delete its profile at any time by sending an email to support@sustainabill.de. If the Company was invited by one of its business partners and was registered as a Supplier of this business partner on the sustainabill Cloud Platform, the only information that will continue to be displayed on the sustainabill Cloud Platform to this business partner (if still authorized to use the sustainabill Cloud Platform) will be that the business partner wanted to use the sustainabill Cloud Platform to track the Company’s sustainability and transparency.

4. HOW DOES VERSO PROVIDE THE SUSTAINABILL CLOUD PLATFORM?

4.1 Under these Terms, Verso is not required to provide the sustainabill Cloud Platform without interruption. Especially technical maintenance, system updates, security updates and other technical conditions of the sustainabill Cloud Platform or its servers may render the sustainabill Cloud Platform temporarily unavailable to the Company. Access to and use of the sustainabill Cloud Platform may also be impaired by technical errors.

4.2 Verso may occasionally update the sustainabill Cloud Platform. Such updates may be necessary to maintain the functionality of the sustainabill Cloud Platform, to improve usability and performance or for security, legal or other operational reasons. The interests of the Company will be appropriately considered.

4.3 Verso has the right, but is not required to, remove company data from the sustainabill Cloud Platform in case of legitimate indications that the company data may be unlawful or otherwise inappropriate.

4.4 Verso may temporarily block the Company’s profile in case of, (i) in sustain bill’s assessment, a severe breach of these Terms that temporarily renders further use of the sustainabill Cloud Platform by the company unreasonable for Verso or (ii) threats to the security of the sustainabill Cloud Platform. This is without prejudice to the right of the Customer to provide evidence to the contrary.

5. WHICH RIGHTS DO THE PARTIES GRANT EACH OTHER?

5.1 The exclusive rights of use and exploitation of the sustainabill Cloud Platform and its software components are retained by Verso or its third-party licensors.

5.2 Verso grants the Company the simple, non-transferrable, non-sublicensable right to use the sustainabill Cloud Platform as software as a service in compliance with and for the period of application of these Terms.

5.3 The above rights also apply to any new versions, updates or upgrades of the sustainabill Cloud Platform introduced by Verso during the application of these Terms.

5.4 The Company may not use the sustainabill Cloud Platform in any manner unnecessary for the purpose of use specified by these Terms. The Company may especially not permanently reproduce, translate, edit, arrange, modify, distribute, publicly display, decompile, reverse engineer or disassemble the sustainabill Cloud Platform, unless permitted under Section 69d or Section 69e of the German Act on Copyright and Related Rights [Urheberrechtsgesetz (UrhG)]. Furthermore, the Company may not use the sustainabill Cloud Platform for purposes of third-party interests.

5.5 The Company grants Verso the simple right, which may be transferred and sublicensed to service providers of Verso, to process company data of the Company for the Company and other authorized users of the sustainabill Cloud Platform for the purpose of providing the services of the sustainabill Cloud Platform in compliance with and for the period of application of these Terms. This especially includes:

- 5.5.1 Displaying the profile (including the limited profile) on the sustainabill Cloud Platform to the Company's authorized business partners (who also successfully registered to use the sustainabill Cloud Platform in accordance with Section 2) in accordance with the permission granted by the Company under Settings on the sustainabill Cloud Platform (see Section 3.2 above).
- 5.5.2 Assessing and analyzing company data for the Company's authorized business partners (who also successfully registered to use the sustainabill Cloud Platform in accordance with Section 2), including adding public information about the Company to the company data and compiling statistics.

5.6 The Company grants authorized business partners the right to publish company data in aggregated form (without identifying the Company) to report on the sustainability and transparency of the supply chain.

6. WHAT DOES USE OF THE SUSTAINABILL CLOUD PLATFORM COST?

6.1 The sustainabill Cloud Platform has 2 models: the "Basic" and the "Premium" model.

6.2 The "Basic" model is free and allows the Company to register to use the sustainabill Cloud Platform, create a profile, have up to (3) user accounts on the sustainabill Cloud Platform and invite business partners as suppliers. The Company may also display its supply chain on the sustainabill Cloud Platform (to the business partners of the Company and other business partners along the Company's supply chain who use the sustainabill Cloud Platform).

6.3 Use of the "Premium" model requires an additional agreement between the Company and Verso which specifies the fee and services owed in addition to those provided under the "Basic" model. To purchase the "Premium" model, the Company may contact Verso at support@sustainabill.de.

7. WHAT ARE THE COMPANY'S OBLIGATIONS WHEN USING THE SUSTAINABILL CLOUD PLATFORM?

7.1 The Company agrees to provide any necessary information to the best of its knowledge and not to provide false information.

7.2 The Company may only publish company data of other users in aggregate form (without identifying users) for non-financial reporting on the sustainability and transparency of the Company's supply chain. Any other use of company data of other users is prohibited to the Company, unless permitted by law or explicitly by Verso or the user.

7.3 The Company may not take measures to impair the integrity of and, without authorization may not access the computer systems or networks used by Verso and/or other users of the sustainabill Cloud Platform.

7.4 The Company may not misuse the sustainabill Cloud Platform for purposes that are unlawful, unethical, or contrary to these Terms, e.g., by sending marketing emails, chain letters or spam or transmitting unlawful, threatening, harmful, obscene or other objectional content of any kind.

7.5 The Company must ensure that:

- 7.5.1 The Company has all necessary rights to edit, save and process company data on the sustainabill Cloud Platform and make company data available to other users via the sustainabill Cloud Platform in accordance with these Terms.
- 7.5.2 Company data does not include misleading information or violate the law.

8. WHAT PROVISIONS ARE THERE FOR LIABILITY?

8.1 Verso is liable for intent and gross negligence as required by law.

8.2 Verso is only liable for simple negligence in case of violations of essential obligations under these Terms (i.e., obligations necessary for the fulfillment of these Terms and on compliance with which the Company may rely). In this case, sustain bill's liability is limited to typical and foreseeable damages.

8.3 The above liability limitation does not apply (i) if Verso fraudulently conceals a defect, (ii) if Verso provides a guarantee, (iii) to claims under the German Product Liability Act [Produkthaftungsgesetz (ProdHaftG)] or (iv) to claims based on injuries to life, limb or health.

8.4 The above liability limitation also applies to legal representatives, employees and vicarious agents of the licensor.

9. HOW LONG IS THE TERM OF AND WHAT ARE THE TERMINATION OPTIONS FOR THESE TERMS?

9.1 These Terms apply for an indefinite term.

9.2 If the Company chooses the "Basic" models, the parties have the right to terminate these Terms at the end of the calendar month with 2 weeks' notice. The Company must send notice of termination in text form to support@sustainabill.de.

9.3 If the Company concludes a "Premium" usage agreement with Verso, each party has the right to terminate this agreement at the end of its term with 3 months' notice, unless agreed otherwise in the agreement. In case of termination of the agreement, the relationship under these Terms will continue to apply and the Company may continue to use the sustainabill Cloud Platform under the "Basic" model, unless the Company explicitly terminates use of the "Basic" model.

9.4 The above provisions are without prejudice to the right to termination for good cause. Good cause for Verso is especially present if the Company violates these Terms so severely that further use of the sustainabill Cloud Platform by the Company until the expiration of the ordinary notice period is unreasonable for Verso or if the Company completely deletes its profile (including the limited profile) (see Section 3.3 above).

9.5 By terminating these Terms, the Company will lose the right to use the sustainabill Cloud Platform. Verso will then delete the Company's profile.

9.6 Even after the termination of these Terms, the name of the Company and the information that the Company had a profile on the sustainabill Cloud Platform and that this profile was deleted may continue to be saved by Verso on the sustainabill Cloud Platform. This data will only be saved for the Company's authorized business partners as evidence of their efforts to track their supply chains.

10. DATA PROTECTION

10.1 The parties must comply with applicable data protection laws.

10.2 Because Verso may process personal data of and on behalf of the Company as part of this service, the parties will conclude a processing agreement within the meaning of Article 28 of the EU General Data Protection Regulation before processing data.

11. FINAL PROVISIONS

11.1 Any legal relationships between Verso and the Customer are governed by German law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11.2 The exclusive place of jurisdiction for any disputes under or in relation to this usage agreement is Cologne, Germany. However, Verso may also sue at the registered office of the Company.

11.3 Should individual provisions of this agreement be or become ineffective, this will not affect the effectiveness of the remaining provisions. In this case, Verso and the Company will replace this provision with a provision which most closely reflects the ineffective, unlawful or unenforceable provision as permitted by law.

If you have questions or comments with regards to these terms, feel free to contact us at support@sustainabill.de.