

SASB Navigator - Master Subscription Agreement

This Master Subscription Agreement (the “Agreement”) governs the obligations and rights of the Customer and Sustainability Accounting Standards Board (“SASB”). By signing an Order Form or completing a sign up procedure, you understand and accept these terms and conditions and represent that you are authorized to enter into this Agreement on behalf of the Customer.

1 Definitions

1.1 “Content” means all visual, written or audible data, information or material including, without limitation, documents, spreadsheets, text messages, form entries, web pages, and similar material, which are uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer or the Users.

1.2 “Contract Start Date” means the date stated in the Order form, or the date of sign-up.

1.3 “Customer” means the individual or the legal entity who activates Services provided by SASB and assumes payment responsibility for the Services.

1.4 “Initial Term” means the contract period during which the Customer subscribes to the Services.

1.5 “Order Form(s)” means the initial order form and/or order confirmation and any subsequent order forms and/ or order confirmations defining the Subscription, Subscription term, Initial Term, the number of Users Licenses, ordered Professional Services, applicable fees, etc. Each Order Form is incorporated by reference into this Agreement. In the event of conflict between the terms of an Order Form and the terms of this Agreement, the terms of the Order Form shall prevail.

1.6 “Renewal Term(s)” means successive renewal periods during which the Customer subscribes to the Services.

1.7 “Services” means the web services, associated software, and other services related thereto provided to the Customer by SASB in accordance with this Agreement. The Services are offered as a Software as a Service with the characteristics and features as described at www.navigator.sasb.org. The Services may include additional services and add-ons, including third-party software, as agreed between the Customer and SASB on a Subscription or case-by-case basis.

1.8 “Subscription” means the terms governing the type of subscription, subscription term, billing frequency, number of User Licenses, applicable fees, etc.

1.9 “Trial Service” means a Service provided free of charge or which is under development or evaluation and is marked “free” or “trial” (or a similar designation).

1.10 “Terms of Use” means the terms and conditions, available at the Web Site, to which all Users agree by completing the user registration form (creating a user account).

1.11 “User(s)” means all individuals who are authorized to access the Content. In the event of a company purchasing multiple Subscriptions, “Company User(s)” means designated employees or any other individuals that work for the Customer, its subsidiaries or any other affiliated companies that are authorized to access the Content. A user under such subscription with an email address containing a domain name of the Customer, its subsidiaries, or any of its affiliated companies is presumed to be a Company User. The presumption does not exclude the possibility that a Company User may have an email address with a domain address that does not belong to the Customer, its subsidiaries or affiliated companies.

1.12 “User License(s)” means the subscribed number of Users under a Subscription, or when applicable, the subscribed number of Company User Licenses in a Company User Enterprise Edition Subscription.

1.13 “Web Site” means the SASB Navigator site, which can be accessed at <https://nav.sasb.org>.

2 Services, License Grant, Restrictions

2.1 SASB grants the Customer a non-exclusive, non-transferable license to use the Services for the Customer’s internal purposes. SASB permits the Customer and Users to use the Services in accordance with this Agreement.

2.2 Except as expressly permitted elsewhere in this Agreement or required by law on a non-excludable basis, the license granted by SASB to the Customer is subject to the following prohibitions:

- a) the Customer must not sub-license its right to access and use the Hosted Services;
- b) the Customer must not permit any unauthorized person to access or use the Hosted Services;
- c) the Customer must not use the Hosted Services to provide services to third parties;
- d) the Customer must not republish or redistribute any content or material from the Hosted Services through commercial products; and
- e) the Customer must not make any alteration to the Platform.

2.3 SASB reserves the right to implement new versions and upgrades of the Services including, but not limited to, changes that effect modifications to the design, operational method, technical specifications, systems, and other functions of the Services, at any time without prior notice.

2.4 SASB undertakes, in its sole discretion, to use commercially reasonable measures to ensure that the Services are available over the Internet around the clock, seven (7) days a week. SASB shall be entitled to take measures that affect the aforementioned accessibility where SASB deems such to be necessary for technical, maintenance, operational, or security reasons. The Customer is aware and acknowledges that the Customer’s access to

the Internet cannot be guaranteed and that SASB shall not be liable for deficiencies in the Customer's own Internet connections or equipment.

2.5 The Customer shall be entitled, with or without compensation from Users, to provide Users with access to the Customer's Content that include the Content provided by SASB. The Customer is aware and acknowledges that the Customer is fully responsible for the conduct of Users to whom the Customer provides access to the Services.

2.6 SASB shall be entitled to retain subcontractors, including third-party software suppliers, to perform SASB's obligations in accordance with this Agreement. SASB shall be responsible for the subcontractors' work and services in addition to its own work and services.

3 Trial Services

3.1 Trial Services are provided strictly "as is". The Customer must use a Trial Service consistent with the terms and conditions of this Agreement. SASB may, at its discretion, disable certain features of a Trial Service and enforce time limits on the Customer's right to use it. SASB disclaims all warranties, representations, and liabilities to the full extent permitted by law and shall not be liable for damages related to the Customer's or User's use of a Trial Service.

4 Customer Obligations

4.1 The Customer shall always comply with SASB's security and administrative regulations as provided during registration, e-mail, Web Site, or in any other manner.

4.2 The Customer shall ensure that all contact information, billing information and credit card information provided to SASB is correct. The Customer must update such information as soon as possible when it becomes outdated or inaccurate.

4.3 The Customer shall be responsible for its own activities within the Services and shall use the Services in compliance with all laws. All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer and/or the Customer's Users shall be the sole responsibility of the Customer.

4.4 The Customer will not prevent or disrupt any computer communications or mobile telephone communications or prevent or disrupt the equipment employed to provide and use the Services.

4.5 The Customer will not use the Services in any manner which may result in the infringement of any third party's copyright, or which constitutes a dissemination of business secret, or may incite a third party to commit or participate in a crime, or may be understood as constituting a threat, or to use the Services in any other manner incompatible with the purpose intended.

4.6 The Customer will not provide access to the Services to anyone other than Users who have completed the registration form and agreed to the Terms of Use. User accounts cannot be shared or used by more than one (1) individual User.

4.7 The Customer is responsible for ensuring Users use the Services in accordance with this Agreement and that Users perform their obligations towards SASB

4.8 The Customer is obligated to notify SASB of any suspected breach of these provisions.

5 Fees and Payment Terms

5.1 The Customer shall compensate SASB for the Services in accordance with the fees set out in the Order Form or otherwise agreed. SASB reserves the right to increase its fees at each Renewal Term.

5.2 The Customer shall be provided a trial subscription. To receive the trial, users must provide credit card information or complete a trial agreement. Company Users who complete a trial agreement will lose access at the end of the free trial period and the Agreement, along with Customer's obligations under the Agreement will terminate, unless Customer requests to continue receiving access and agrees to pay the subscription fee.

5.3 Users will be able to cancel their subscription of the SASB Navigator during the trial period with no consequence. Once the trial period lapses and the subscription fee has been charged, we will respond to refund requests in accordance with applicable law. We reserve discretion not to issue refunds unless required by applicable law. If a refund request is granted, there may be processing fees withheld from the amount to be refunded.

5.4 The subscription fee for the year-long subscription period shall be debited to the Customer before the Contract Start Date. If not otherwise agreed, payment for Professional Services shall be made against invoice within thirty (30) days.

5.5 Payment shall be made by the Customer against invoice when buying multiple subscriptions, or through use of a credit card when purchasing a single subscription. All amounts due must be paid in full within thirty (30) days of the date of the invoice. Customer will be charged 1.5% interest per month after payment due date. Interest on overdue payments shall be payable according to law.

5.6 The Customer is responsible for making payment of invoices, in the currency stated on the invoice, into the account stated on the invoice.

5.7 Without prejudice to its other rights, SASB may temporarily disable the Customer's and the Users' access to the Services in the event the Customer has overdue payments in excess of fifteen (15) days. In addition, SASB may terminate a Subscription, delete and destroy the Customer's Content and to immediately terminate this Agreement in the event of overdue payments in excess of thirty (30) days.

5.8 In the event of early termination of a Subscription, the Services or the Agreement, the Customer shall not be entitled to a refund of any prepaid fees to the extent permitted by law.

6 Ownership

6.1 SASB shall hold title to any and all intellectual property rights in the Services. The Customer is permitted to license SASB's services and software only in accordance with the terms of this Agreement, unless otherwise agreed. Under no circumstances shall the Customer or a third party acquire any intellectual property rights to the Services or to the software used in the Services, or to any trademark or any other business mark belonging to or used by SASB.

6.2 All Content uploaded to, transferred through, publicly posted, processed or entered into the Services by the Customer and/or Users shall remain the sole property of the Customer or its respective legal owner. SASB shall have no title in such Content.

6.3 The Customer may not modify, decompile, disassemble or reverse engineer the Services or software except as permitted by law.

7 Customer Support

7.1 SASB provides customer support for the Services by e-mail and telephone. Such support is provided on weekdays (excluding US public holidays) during SASB's ordinary office hours.

7.2 Inquiries and/or error notices must be submitted to SASB by e-mail or telephone via the contact information available on the Web Site at www.navigator.sasb.org.

8 Personal Data, Privacy, Disclosure

Our privacy policy is available at <https://www.sasb.org/privacy-policy/>.

9 Security, Passwords, etc.

9.1 SASB endeavors to maintain a secure service, but no Internet product is 100% secure. The Customer and Users use the Services at their own risk.

9.2 The Customer and Users are responsible for taking reasonable measures to secure their accounts, such as a choosing a unique password and keeping it secret.

10 Limited Warranty

10.1 SASB warrants that the Services will perform substantially and materially in accordance with its documentation available on the Web Site, under normal use and circumstances, and for the purpose intended. This warrant does not apply to Trial Services.

10.2 Except for the express warranties set forth above and to the extent permitted by law, SASB expressly disclaims all other warranties with respect to the Services, whether express or implied, including without limitation, fitness for a particular purpose, accuracy or reliability of results from use of the Services, that the Services will meet specific requirements, that the Services will be uninterrupted, completely secure, free of software errors, or that defects and deficiencies in the Services will be corrected.

11 Limitation of Liability

11.1 Subject to the limitations set forth in this Agreement, each Party shall only be liable for direct damages to the extent permitted by law.

11.2 In the absence of intent or gross negligence by SASB, SASB assumes no responsibility for defects or deficiencies in the Services to the extent permitted by law. SASB undertakes to act to rectify any defect in the Services that is attributable to SASB and seriously impedes the Customer's use of the Services without unreasonable delay.

Customer must notify SASB, using contact information provided, within a reasonable time of the discovery of the defect.

11.3 To the extent permitted by law, the Customer shall not be entitled to a reduction in payment or damages in the event of operational disruption or errors that impede data traffic that are not due to negligence by SASB.

11.4 To the extent permitted by law, each party's liability under this Agreement shall, except for what is stated under Sections 2.1, 4, 9.3, 14 or 18, be limited to direct losses not to exceed the amount of fees paid by the Customer for the Services during the twelve (12) months immediately prior to the event that gives rise to a claim for damages. The foregoing shall not limit the Customer's payment obligations under section 5 above.

11.5 Except as set forth in Section 11.4 above, under no circumstances shall a party be liable for indirect or consequential losses, including but not limited to loss of profits or anticipated savings, loss of revenue, loss of Content or any other data.

12 Indemnity

12.1. Customer shall indemnify SASB for any loss related to Users' non-performance of obligations to SASB.

12.2 The Customer shall defend and indemnify SASB for any claim, suit or proceeding brought against SASB by Users and/or third parties arising out of or connected to Content processed by Users/the Customer within the Services or for which the User/Customer is otherwise responsible, unless SASB is liable for such claim in accordance with the provisions of section 11, "Limitation of Liability".

12.3 SASB shall defend and indemnify Customer for any claim, suit or proceeding brought against Customer by third parties arising out of or connected to the Content or the Services for which SASB is otherwise responsible, unless Customer is liable for such a claim in accordance with the provisions of section 11, "Limitation of Liability".

13 Force Majeure

13.1 Except for payment obligations, no party shall be liable for any default or delay in the performance of any obligations under this Agreement if such default or delay is caused by circumstances beyond a party's control and which could not reasonably have been foreseen. Such force majeure events include, inter alia, labor conflicts, lightning, fire, decisions of public authorities or other public regulations, errors in another operator's network, acts of terrorism, Internet disturbance, riot, general scarcity of transport, goods, or energy, or other similar circumstances, or delays in services from subcontractors due to the events above.

13.2 Where a party's performance is prevented or delayed for a more than three (3) months due to a force majeure event, either party may terminate this Agreement in writing without any obligation to pay compensation.

14 Amendments

14.1 SASB reserves the right to amend the terms and conditions of this Agreement. The Customer shall be informed of such amendments by e-mail or through the information being

made available on the Web Site. The Customer shall be deemed to have received such notice on the date the notice was sent by e-mail or notice was made available on the Web Site. The Customer shall be entitled within thirty (30) calendar days from the date of the e-mail or the amendment's publication on the Web Site to terminate the Agreement with immediate effect. Where the Agreement is not terminated by the Customer within thirty (30) calendar days, the Customer shall be deemed to have accepted the new terms and conditions.

15 Term of Agreement and Termination, etc.

15.1 These terms and conditions shall become effective upon acceptance by the Customer of the Agreement during Subscription sign-up, or in an Order Form, frame agreement, or in any other form in which the Agreement may be presented.

15.2 The Initial Term is equal to the contract/billing term selected by the Customer during sign-up or, when applicable, agreed upon in the Order Form or in any other form. Even if a Basic, Professional, Team or Multi Edition Subscription has more than one billing term, the Initial Term shall, when applicable, be equal to the agreed contract term.

15.3 Upon expiration of the Initial Term, this Agreement will be automatically renewed with successive renewal terms at SASB's then current terms and conditions. The Customer will be notified 30 days in advance of the renewal and has the option to cancel during this time. The Renewal Term is equal in duration to the subsequent billing term as selected online by the Customer or as stated in the Order Form, or when applicable the duration of the agreed contract term and with agreed billing terms. For other Subscription types, the Renewal Term is equal to the Initial Term or as otherwise stated in an Order Form or mutually agreed upon.

15.4 This Agreement can be terminated by either party subject to written or online notice of termination as stated below or in the Order Form, effective only at the end of the current contract term and provided that all accrued and/or prepaid fees are paid in full. Such notice of termination must be given by the Customer in the online administration module at least one (1) day prior to the next contract term. For Enterprise Subscriptions, if not otherwise agreed, notice of termination must be given in writing at least one (1) month prior to the end of the current contract term.

15.5 Upon the termination of a Subscription by the Customer, SASB shall be entitled to immediately delete and destroy all Content within the scope of the Subscription. In the event of expiration of the subscription term of a Subscription and in the absence of the Customer's renewal of a Subscription, SASB shall be entitled to delete and destroy such Content thirty (30) calendar days following the expiration date.

15.6 Upon termination of a Subscription or this Agreement for any reason, SASB shall be entitled to and undertakes to permanently delete and destroy all copies of the Customer's Content related thereto within a timeframe reasonable relating to the back-up and administrative procedures applied by SASB from time to time.

15.7 Sections 11 and 13 shall survive any termination of this Agreement.

16 Access Restrictions, Early Termination

16.1 SASB shall be entitled to immediately disable the Customer's or a User's access to a project or to the Services or terminate the Agreement at any time in writing where: (a) the Customer or a User uses the Services in a manner that violates the law; (b) the Customer or a User uses the Services in a manner that occasions losses or the risk of loss for SASB or any third party; (c) the Customer or a User uses the Services in a manner that violates SASB's security or administrative regulations; (d) it may be reasonably assumed that continued dissemination of Content is unlawful; (e) notwithstanding reminders, the Customer fails to pay agreed fees to SASB within a stated time; (f) the Customer or a User uses the Services in a manner whereby the Customer utilizes resources or seeks unauthorized access to SASB's systems which are not intended for the Customer; (g) the Customer fails to comply with this Agreement and such breach of contract is material; (h) the Customer or a User does not comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Services; or (i) the Customer is placed into insolvent liquidation or is otherwise insolvent.

16.2 The Customer shall be entitled to terminate the Agreement at any time in writing where: (a) operational disruptions or data traffic errors occur to such an extent that the Customer does not have access to the Services during a period in excess of one (1) month; or (b) SASB is in material breach of its obligations under the Agreement and fails to cure the breach within fourteen (14) days of a demand to cure.

17 Assignment

17.1 SASB shall be entitled to assign some or all its rights and obligations under the Agreement to a company within the same de jure or de facto group of companies as SASB or to a purchaser of all or substantially all of its stock or assets without the Customer's prior consent.

17.2 Except as provided in section 2.5, the Customer shall not be entitled to assign its rights or obligations under this Agreement without SASB's prior written consent.

18 General Provisions

18.1 This Agreement has been prepared in the English language and this version shall be controlling in all respects. Any non-English versions of this Agreement are provided solely for accommodation purposes.

18.2 If any provision of this Agreement is declared unenforceable for any reason, the remainder of this Agreement will continue in full force and effect, and the unenforceable provision shall be amended to the extent possible and permitted by law to achieve as nearly as possible the same intent and economic effect as the original provision.

19 Governing Law, Export Control and Disputes

19.1 This Agreement and the ensuing relationship between SASB and the Customer shall be construed in accordance with, and governed by, the laws of the United States.

19.2 In the event of any dispute relating to this Agreement, the parties agree to make a full and good faith attempt to resolve such dispute by negotiation at an executive level, to the

extent reasonable under the circumstances, prior to commencing court or arbitration proceedings.

19.3 This Agreement will be governed by and construed in accordance with the laws of the State of California, USA, without reference to its conflict of laws principles.

Version 1.2, August 2018