



License and Services Agreement

This License and Services Agreement (“Agreement”) is entered into by and between SustainOnline Global AB (“SO”) and [Company] (“Customer”)

1. General

- 1.1 SO hereby grants to Customer, for the term of this Agreement, a non-assignable right and license to use the use SO’s user portal www.sustainonline.com (“License”).
- 1.2 The License will give access to
 - 1.2.1 Micro Modules i.e. E-learning,
 - 1.2.2 Tools i.e. Company Insight, Business Case Insight, Product Insight and Social Insight.
 - 1.2.3 Measurement contribution
 - 1.2.4 The above described information, 1.2.1 - 1-2-3 is in this Agreement, referred to as (“Content”).
- 1.3 This license is expressly limited to [] Individual Users (“Individual Users”) in the Customer’s organization.
- 1.4 The Individual Users will gain access to the License through www.sustainonline.com accessible via internet browsers. Each Individual User will have a personal password that gives them access to the License. The License can be accessed via personal computers, laptops and mobile devices which meet the Technical Requirements, Appendix A.
- 1.5 The Customer and its Individual Users are prohibited from making any copies, archival or otherwise, of the License and their associated software.



1.6 The Customer shall take no steps in attempting to reverse engineer the License or the associated software.

2. Fees

2.1 In consideration for the licenses granted through this Agreement and during the Term of the Agreement, the Customer agrees to pay the Fee [] Euro (excluding VAT) (“Fee”) to SO.

2.2 The principle for determining the Fee is 1 Euro per Individual User per month. The Client pays fees for 12 months up front for all Individual Users. When the payment is received by SO, the Customer and its Individual Users, get access codes for the number of licenses bought. The Fee will be invoiced upon signing this Agreement. The payment term will be 10 days. If an Individual User cannot access the License online via the Site, cause the Customer or the Individual User fails to meet the required system requirements given in Appendix A, then SO will not take responsibility or give a refund.

2.3 In the event that the Customer desires to give access to the License to more Individual Users, than specified above, it shall notify SO of such fact. Giving access to more Individual users will require paying an additional fee (“Additional Fee”) by purchasing single Individual User licenses. If the Customer not informs SO of more Individual Users, SO has a right to suspend the Customer’s access to www.sustainonline.com.

2.4 Each license is valid to one Individual User only and cannot be exchanged or shared.

2.5 Any sales taxes relevant to the country where the License takes place, will be added to the Fees in accordance with that country's tax regulations.

2.6 SO also offers online payment by credit card as method of payment for Customers with less than 250 Individual Users.

2.7 SO reserve the right to review the pricing and take appropriate action when changes occur.

3. Services

3.1 SO works with Sustain In Time to provide services administrating the License and other consultancy services (“Services”) at a rate of 150 Euro per hour.

3.2 Corporate content on www.sustainonline.com, ordered by the Customer, to be available for their Individual Users, is charged at 500 Euro per Module or Movie.

3.3 SO may, after a mutual agreement, develop Corporate Specific Content (“Corporate Specific Content”) at 150 Euro per hour for work and 10% agency fee (“Agency Fee”) for managing the creative work of SO’s sub suppliers

3.4 All Corporate Specific Content must be approved by a Sustainability Expert from SO to be scientifically correct and following the Natural Step Sustainability Principles.

3.5 SO is allowed to create usage statistics for the portal, for regions, for industries, for specific content, etc. without publishing concrete company names

3.6 SO reserve the right to change the Content at any time.

3.7 This is an Agreement for 12 months that is automatically renewed for 12 months unless it is cancelled by either the Customer or SO by 6 months written notice. If the new Fee is not paid before the new term of the Agreement starts, SO is entitled to suspend the License.

4. Administration

4.1 The Customer will be granted limited administrator access to www.sustainonline.com in order to be able to use the License for Individual Users. The registration can be done by:



- 4.1.1 a self-registration system through which the Individual User is invited through an administrator via unique URL in an invitation email.
- 4.1.2 importing a text file which registers multiple Individual Users via email identification;

5. Content

- 5.1 The Content and information on www.sustainonline.com is the property of SO.
- 5.2 The Content has been prepared, maintained, updated and distributed by SO.
- 5.3 The Customer or its Individual Users shall not copy, share, modify, transmit, distribute, or in any way, exploit the copyrighted Content provided by SO. Use for any other purpose is expressly prohibited by law and any violators will be prosecuted.
- 5.4 The Customer or the Individual Users shall not permit anyone else to copy, use, modify, transmit, distribute, or in any way, exploit the copyrighted Content.
- 5.5 The Content made available by SO are provided "as-is" without warranties of any kind, either expressed, or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
- 5.6 SO does not warrant that the Content will be error free including technical inaccuracies, nor free of viruses, or other harmful matter. The entire cost of any necessary service, repair, or correction, is the Customer's responsibility.
- 5.7 **Sustain in Time** and **SustainOnline** are trademarks of SustainOnline AB worldwide. Unauthorized use is prohibited.
- 5.8 All rights not expressly granted herein are reserved SO.

6. Access to the License



- 6.1 SO strives to provide the access to www.sustainonline.com on a continuous basis. To that end, SO will take all commercially reasonable efforts to provide uninterrupted access.
- 6.2 However, from time to time, Individual Users may be unable to use the License due to conditions beyond SO's control. Such conditions include, but are not limited to: force majeure, acts of God, power outages, and the acts of computer hackers and others acting outside the law.
- 6.3 Also, from time to time, access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the system, and other related reasons.
- 6.4 In response to any unavailability of the License to the Individual Users, SO will take all commercially reasonable steps to ensure access is restored within a reasonable period of time. The term "commercially reasonable," as used in these Terms, shall mean reasonable efforts taken in good faith without an undue or burdensome use or expenditure of time, resources, personnel or money.
- 6.5 SO endeavors to provide the highest quality content. To that end, SO reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of www.sustainonline.com in whole or in part, including, without limitation, the Content, availability and access. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on this Site.
- 6.6 SO may also provide Content from third parties such as scientists, environment specialists etc., ("Content Providers"). This content will be sourced responsibly and is available for further review off of the SustainOnline platform.

7. Intellectual Property Rights - Hyperlinks

- 7.1 SO makes no warranty, either expressed or implied, of the accuracy, merchantability, fitness for a particular purpose, or non-infringement of the Content provided by third



parties. This includes, but is not limited to, any information found on a link located on www.sustainonline.com that allows users to access information found on another site or from a third party. Additionally, SO does not warrant the existence or functionality of any website which can be accessed through a link located on this Site.

- 7.2 SO, or its third-party Content Providers, shall retain all worldwide rights in the intellectual property in and on www.sustianonline.com, including, but not limited to, trademarks, service marks, trade dress, inventions, ideas, trade secrets, the source code, the HTML code, the "look and feel" of the site, its color combinations, layout, and all other graphical elements, and the copyrights in and to its original content.
- 7.3 Nothing in this Agreement grants the Customer an express or implied license to use any of SO intellectual property.

8. Disclaimers and Limitation of Liability

- 8.1 Individual Users access www.sustainonline.com at own risk. The site is provided on an "as is, as available" basis without warranty of any kind, expressed, implied or statutory, and any and all warranties of merchantability, fitness for a particular purpose or non-infringement of third parties' rights are specifically disclaimed. SO does not warrant any particular result from use of the software or Site. SO does not warrant that the Content on the Site is accurate, complete or complies with any particular law or regulation, or that the operation of and your access to the Site will be uninterrupted, error-free, virus-free or completely secure.
- 8.2 Under no circumstances and under no legal theory (tort, contract or otherwise) shall SO or any of its affiliates, agents, employees, shareholders, directors, officers, third party Content Providers, successors or assigns be liable for any indirect, special, incidental, punitive or consequential damages of any character, including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data, loss of productivity or contract, or any and all other commercial damages or losses.



8.3 In no event will SO be liable for any damages in excess of the amount SO received from the Customer for access to www.sustainonline.com, even if SO have been informed of the possibility of such damages, or for any claim by any other party.

8.4 This disclaimer is applicable to any damage or injury resulting from the negligence or an omission of SO, computer virus or other similar item, telecommunications errors, or unauthorized access to or use of user information through theft or any other means. SO is not liable for criminal, tortious, or negligent actions or omissions of third parties that affect this site.

9. Data Protection

9.1 The Client consents to SO holding and processing all necessary personal data relating to the Services.

9.2 SO shall comply with the relevant obligations under the Data Protection Regulation, and other applicable laws and associated codes of practice when processing this data.

10. Confidentiality

10.1 Any information exchanged between the Parties shall be kept strictly confidential by each Party ("**Confidential Information**"). The Parties shall neither use in any form nor disclose to any third party any Confidential Information unless explicitly authorized.

10.2 The Parties shall ensure that their employees, directors and any other representatives as well as the advisors of each Party to whom any such Confidential Information is entrusted comply with these restrictions.

10.3 Without limiting the generality of the foregoing, the term Confidential Information shall include in particular:

1032.1 any information regarding this Agreement, the commercial terms, and conditions of the and



10.3.2 any trade secrets, financial or confidential information of SO or the Customer.

10.3 The term Confidential Information shall not include any information: (1) which as of the time of its disclosure by a Party was already lawfully in the possession of the receiving Party as evidenced by written records, or (2) which at the time of the disclosure was in the public domain, or (3) the disclosure of which was previously explicitly authorized by the respective Party.

10.4 The non-disclosure obligation shall not apply to any disclosure of Confidential Information required by law or regulations. In the event a disclosure of Confidential Information is required by law or regulations (including, without limitation, for tax, audit or regulatory purposes), the disclosing Party shall use all reasonable efforts to arrange for the confidential treatment of the Content and information so disclosed.

11. Arbitration

11.1 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Switzerland court system, held in English.

11.2 The arbitral tribunal shall be composed of three arbitrators.

11.3 The seat of arbitration shall be Switzerland.

11.4 The language to be used in the arbitral proceedings shall be English.

11.5 This Agreement shall be governed by the substantive law of Switzerland.



Date & location: []

On behalf of On behalf of
Sustain In Time Global AB []

Martin Malmros []
CEO []



Appendix A | Effective as of January 2019

Minimum Requirements:

Below are the minimum requirements for work on SustainOnline platform. For best performance, we recommend using:

- Google Chrome V. 71 or newer
- Firefox V. 63 or newer

SustainOnline is optimized for desktop and laptop environment. A reliable and fast internet bandwidth is necessary for the best user experience.

Additionally, it is recommended that headphones or speaker be available as some of our courses include video and sound.

Troubleshooting browser problems:

Many problems with missing form fields, buttons which do not function, or other page display issues are most likely caused by your browser and its settings.

To correct these problems:

- Make sure your browser is the most current version.
- Check your browser settings to make sure both JavaScript and cookies are enabled.
- Clear your browser's cache. Here are instructions on clearing your cache in [Chrome](#) or [Firefox](#).
- If none of these options work, try opening the browser in private mode, then log in. If problems still persist, contact your internal IT department or your SustainOnline SuperAdmin for second level support.