

# esgbook

## ESG Book Enterprise Licence Master Terms

### 1. GENERAL

**ESG Book.** ESG Book is an initiative dedicated to furthering sustainable investing around the globe, charged with making ESG mainstream. ESG Book has developed the ESG Book ESG data solutions as a proprietary tool for monitoring the sustainability of the world's largest corporations.

### 2. DEFINITIONS

**"Agreement"** means the agreement formed by these ESG Book Licence Master Terms and the relevant ESG Book Purchase Order.

**"ESG Book"** means **ESG Book**, with branch registration number BR020774 whose registered office is at Fifth Floor, Jamestown Wharf, 32 Jamestown Road London, NW1 7BY, the UK branch of **ESG book GmbH**, a limited liability company organized under the laws of Germany, with registered number HRB 113087 in the commercial register of the court of Frankfurt am Main, and having its seat and business address at Zeppelinallee 15, 60325 Frankfurt am Main, Germany. Where this Agreement refers to any responsibility, obligation, or liability of ESG Book, the clause shall be deemed to include Arabesque S-Ray GmbH (for the avoidance of doubt), all ESG Book affiliates, parent company, and subsidiary companies. ESG Book was previously trading under the name of 'Arabesque S-Ray'.

**"Commencement Date"** shall be the date stated to be the commencement date in the ESG Book Purchase Order.

**"Customer"** means the party stated to be the customer in the ESG Book Purchase Order.

**"Data"** means ESG Book Raw Data and/or Scores, as further detailed in Clause 1 of the ESG Book Purchase Order, together with any updates, upgrades, new or successor versions.

**"ESG"** means Environmental, Social and Governance.

**"Fee"** means the sum stated as the fee in the ESG Book Purchase Order as modified (where applicable) by the terms of Section 7 (Fees and Payment) below.

**"Initial Period"** means the period stated to be the initial period in the ESG Book Purchase Order (each **'Initial Period'** is a **'Term'**).

**"Score"** means any GC Score Data, ESG Score Data, Sub-Score Data, and/or Temperature Score Data (each as more particularly set out in the relevant ESG Book Purchase Order) and **"Scores"** means any two or more Score.

**"ESG Book Raw Data"** means any ESG Book sustainability raw data offering consisting of ESG Raw Data, Emissions Plus Data, Green Revenue Data and SFDR Data (each as more particularly described in the relevant ESG Book Purchase Order);

**"ESG Book Enterprise Licence Master Terms"** means these ESG Book Enterprise Licence Master Terms.

**"ESG Book Purchase Order"** means the ESG Book Purchase Order signed by the Customer and ESG Book.

**"Third Party Provider"** means a third party whose information, data and/or services are included or used in the Data and/or provided alongside the Data.

**"Trial Period"** means the period stated to be the trial period in the ESG Book Purchase Order (if any).

### 3. THE LICENCE

**Grant.** In consideration for the Customer paying the Fees, ESG Book hereby grants the Customer an Enterprise Licence for the ESG Book (the **"Enterprise Licence"**), which consists of a limited, non-exclusive and non-transferable right for the Customer to be given access to the Data components detailed in the 'Data Components to be delivered' section of the ESG Book Purchase Order, in order to use the Data in accordance with the terms of this Agreement. Except as expressly set forth in this Agreement, no other use or distribution of the Data is permitted without the prior written permission of ESG Book.

### 4. THE DATA

**Commencement.** ESG Book will supply the first batch of Data within five (5) working days after the latter of the Commencement Date and the date on which the Customer signs the relevant ESG Book Purchase Order.

**Digital format.** ESG Book will supply the Data in the digital format set out in Clause 2 of the ESG Book Purchase Order.

**Delivery mechanism.** ESG Book will deliver the Data in the manner set out in Clause 2 of the ESG Book Purchase Order.

**Intellectual property.** The Customer acknowledges that the Data has been developed, compiled, prepared, revised, selected, and arranged by ESG Book, that it is the exclusive intellectual property of ESG Book, and that the Customer acquires no intellectual property rights to the Data by virtue of the Enterprise Licence or use of the Data.

**Audit.** The Customer shall provide such information as ESG Book may reasonably request to ascertain its compliance with the terms of the ESG Book Purchase Order and ESG Book may require the Customer to certify its compliance in writing.

### 5. AVAILABILITY

**Data availability.** ESG Book will use its best efforts to ensure that the Data is at all times up-to-date and available, but ESG Book makes no representations or warranties in

respect thereof, and accepts no liability in respect of any disruption, howsoever caused.

**Third Party Provider Restrictions.** Third Party Providers may impose additional restrictions or obligations on the use of their information, data or services ("**Third Party Data**") and/or may change such restrictions. These restrictions or obligations may include requiring ESG Book to obtain the prior written permission from the Third Party Data Provider or to report Customer's usage of such Third Party Data to the Third Party Provider (including Customer's details) and/or require the Customer to obtain an agreement directly from or pay additional fees to such provider. Customer agrees that for the duration of this Agreement and any perpetual licence granted hereunder, it shall have the appropriate licence to obtain, redistribute and/or use any applicable Third Party Data (where required). Where relevant, the Customer shall agree to separate and additional terms governing the receipt and use of Third Party Data. Third Party Providers may have the right to require ESG Book to restrict, suspend or terminate Customer's access to Third Party Data and/or the Data. If ESG Book takes any such action, it will not be liable for any resulting damages the Customer may suffer. For the avoidance of doubt, ESG Book is never obliged to provide any Third Party Data to any Customer.

## 6. PERMITTED AND FORBIDDEN USES

**Derived Data.** Customer may, in the normal conduct of its business, use or blend Data with other data points, to create derived data and scores provided such derived data and/or scores (i) cannot be used as a replacement of substitute for the Data, (ii) cannot be recognised as deriving from the Data, and (iii) cannot be reverse engineered or otherwise traced back to the Data, without an extraordinary amount of time and effort other than by the original creator of the derived data and/or scores ("**Derived Data**").

**Internal Business Purpose.** Customer may cite or use the Data internally, in the production of internal reports, non-public regulatory reporting and integration in Customer's risk/compliance processes and systems, provided no Data (including Derived Data) is shared or reproduced externally.

**External Communications.** Customer may cite or use Data and Derived Data in the normal conduct of its business for example in client communication, marketing material, academic work, research, informational material, or in any other similar manner, provided it does so on an ad hoc basis and only insubstantial amounts of the Data and/or Derived Data are cited or used.

**Financial products and services.** The Customer may not use the Data as a component in any financial product or service including, but not limited to, the screening of equities in its fund portfolios without the prior written consent of ESG Book.

**Reproduction.** Except as authorised by these terms, the Customer may not copy, reproduce, recompile, decompile, disassemble, reverse engineer, repackaging, resell, distribute, publish, circulate, display, transmit, or make any part of the Data available to any third party.

**General Restrictions.** The Customer must not use or permit the Data or any Derived Data to be used in a manner which competes with any ESG Book product or service. Any Data and/or Derived Data cited, reproduced, used (or permitted to be used) by the Customer (i) must not amount to an attempt to distribute the Data, or any part of the Data, as data; (ii) may not be used as a substitute for licensing the Data or any portion of it directly from ESG Book; and (iii) must contain the following notice in a clear and prominent manner: "Powered by ESG Book" or any other attribution notice as notified by ESG Book to the Customer from time to time.

**Interference.** The Customer will not violate the security of the Data or attempt to gain unauthorized access to the Data, materials, information, computer systems or networks connected to any server associated with the Data through hacking, password timing, or any other means. The Customer will not use or attempt to use any "scraper," "robot," "bot," "spider," "data mining," "computer code," or any other automate device, program, tool, algorithm, process, or methodology to access, acquire, copy, or monitor any portion of the Data, any data or content found on or accessed through the Data, or any other Data information.

**Storage.** The Customer will ensure that the Data is stored securely at all times. Where a third party content management system is used, including, but not limited to Cloud based services, the Customer will ensure the Data remains secure and within their control at all times. In the event the third party system ceases to be used, the Customer is responsible for removing the Data (in its entirety) from that system.

## 7. FEES AND PAYMENT

**Fees.** The Customer will pay ESG Book the Fees set out in the ESG Book Purchase Order.

**Payment.** Payment of all Fees owing under this Agreement are due within the period set out in the ESG Book Purchase Order.

**Failure to pay.** ESG Book reserves the right to suspend or terminate the Customer's access to the Data if the Customer fails to pay any Fees that is due within the relevant demand period.

**Variation of Fees.** ESG Book may, prior to the renewal of this Agreement in accordance with Section 9 below, vary the Fee for any renewal Term ("**Fee Variation**").

**VAT.** Where applicable, ESG Book will add value added tax to the Fees, and it shall be the Customer's responsibility to pay such value added tax.

## 8. LIABILITY

**General.** ESG Book makes no representations and accepts no liability in any matter or in any way whatsoever with regard to the Data or its provision of the Data, and will not in any circumstances be financially liable in connection with supplying the Data. This waiver of liability includes, but is not limited to, the accuracy, merchantability or fitness for a particular purpose, reliability, or timeliness of the Data, the

delivery of the Data, and any interruption to the provision of the Data, or error in or drop in the quality of the Data.

**Additional Terms for Third Party Data.** Customer agrees and acknowledges that Third Party Data is and shall remain the valuable intellectual property owned by, or licensed to, the applicable Third Party Data Provider and no proprietary rights in Third Party Data is transferred to the Customer.

To the maximum extent permitted by applicable law, neither any Third Party Data Provider nor any of its affiliates makes any warranty as to the accuracy, adequacy or completeness of the Third Party Data, including without any limitation, any warranty of satisfactory quality or fitness for a particular purpose or use. Neither any Third Party Data Provider nor its affiliate shall have any liability for any error or omission in any Third Party Data and no Third Party Data Provider shall be liable for any damages whether direct or indirect, special or consequential, resulting therefrom.

**As is.** Although ESG Book obtains information for inclusion in the Data from sources that ESG Book considers reliable, the Data is provided "as is" and neither ESG Book nor any of direct or indirect information providers, nor any third party involved in, or related to, compiling, computing, or creating the Data makes any representation or warranty of any kind to the Customer or any third party, whether express or implied, with respect to the Data, its accuracy, reliability, or completeness, the timeliness thereof, the continued availability thereof, the results to be obtained by the use thereof, or any other matter.

**Force majeure.** ESG Book shall not be liable for any delay or failure in the performance of its obligations under this Agreement resulting from acts beyond the control of ESG Book, including but not limited to, any act of God, act of governmental authority, act of public enemy, or due to war, terrorism, riot, fire, flood, civil commotion, insurrection, or severe or adverse weather conditions.

**Malicious code.** It is the responsibility of the Customer to protect the integrity and security of the Customer's own information technology hardware and software, and ESG Book accepts no liability for the impact of any malicious code on the Customer's information technology or any other systems, including third party systems, infected by the Customer.

**Financial cap.** ESG Book's total liability under this Agreement shall be limited to a sum equivalent to the last twelve (12) months' Fees paid to ESG Book by the Customer. The foregoing limitations shall not apply to gross, negligence, willful misconduct, or fraud.

## 9. INITIAL PERIOD, TERM, AND TERMINATION

**Trial Period and Initial Period.** Where a Trial Period is specified, the Customer may terminate the Agreement at any time during the Trial Period. Thereafter the Customer may not terminate the Agreement during the remainder of the Initial Period.

**Automatic renewal.** Unless either ESG Book or the Customer terminates this Agreement at the end of the Initial Period or at any point thereafter by serving no less than one (1) month's written notice on the other Party (such notice to expire at the end of the then current term), the Agreement

shall automatically renew on the annual anniversary of the Commencement Date and on each annual anniversary thereafter, for one (1) year terms (each renewed term is a 'Term'). Where ESG Book has informed Customer of a Fee Variation, the latter may elect to not renew this Agreement within fifteen (15) days of receipt of such information.

**Termination for Breach.** Where the Customer has used or misused the Data or breached a term in this ESG Book Enterprise Licence Master Terms in a manner which in ESG Book's sole opinion, may adversely affect ESG Book's reputation, ESG Book may immediately terminate this Agreement and cease to provide the Data (or any part thereof) to the Customer. Such termination shall terminate Customer's entire access to and right to use the Data.

**ESG Book Termination.** Notwithstanding the aforementioned, where ESG Book has taken the decision to cease providing Data (or any portion thereof) to all or substantially all of its clients, it may terminate this Agreement by giving the Customer no less than one (1) month's written notice.

**Rights following termination.** Following termination of this Agreement, the Customer will retain the right to use the specific Data (and that specific Data only) to which the Customer had access in the period covered by paying the Fee, but always on the condition that the Customer is not in breach of any term of the Agreement and that Customer's use of its copies of that specific Data after the termination of this Agreement continues to remain in accordance with the terms of this Agreement, which shall continue to apply to the Customer's use of that specific Data. If this Agreement is terminated or comes to an end following a trial period in which no Fee was paid, within 7 (seven) days of such termination or ending the Customer shall be obliged to, and hereby undertakes to, delete all Data from its systems and not to use any Data obtained in the free trial in any way whatsoever thereafter. Following termination of this Agreement, Customer shall immediately cease to use any Third Party Data and shall expunge all Third Party Data (and copies thereof), from its computer systems and shall deliver a certificate to ESG Book confirming the same.

## 10. CONFIDENTIALITY

To the extent either party (a "Disclosing Party") discloses to the other ("Receiving Party") any non-public, confidential or proprietary information pertaining to the business or business relationships contemplated by this Agreement including, by way of example, the terms of this Agreement, the Information, and the names and details of clients (collectively, "Confidential Information") such Confidential Information may only be disclosed or shared to another party in accordance with and in so far as required in order to further the purpose as contemplated in this Agreement. Subject to the aforementioned, a Receiving Party shall keep such Confidential Information confidential through all reasonable means and at least to the degree the Receiving Party keeps confidential its own confidential or proprietary information. No information that would otherwise be deemed Confidential Information for the purpose of this Agreement shall be subject to the restrictions on disclosure imposed herein if and to the extent such information: (i) is or becomes publicly known otherwise than through the fault of the Receiving Party, (ii)

was independently known to the Receiving Party before disclosure by the Disclosing Party or independently developed by the Receiving Party thereafter without reference to the Confidential Information as proven by competent evidence, (iii) was revealed to the Receiving Party by a third party under no obligation of confidentiality or (iv) is required to be disclosed by applicable law or regulation. The obligations of confidentiality under present Agreement shall survive its termination.

## 11. GENERAL

**Incorporation into ESG Book Purchase Order.** By signing an ESG Book Purchase Order, the Customer agrees to be bound by these ESG Book Enterprise Licence Master Terms.

**Conflicts with ESG Book Purchase Order.** These ESG Book Enterprise Licence Master Terms are incorporated into each ESG Book Purchase Order. If there is any conflict between the relevant ESG Book Purchase Order and these ESG Book Enterprise Licence Master Terms, the relevant ESG Book Purchase Order will prevail.

**Terms Applicable to use of Platform and Platform Data.** ESG Book also offers a separate product in the form of an online platform via which it seeks to make certain corporate ESG data accessible to users of the platform ("**Platform**"). Customer acknowledges that the use of the Platform itself and terms and conditions for the use of the Platform are exclusively governed by the ESG Book Terms and Conditions (the "**ESG Book Terms and Conditions**") as amended from time to time, and which any user of the Platform has to accept when accessing the Platform. The current version of the ESG Book Terms and Conditions can be found at [www.esgbook.com/terms-and-conditions](http://www.esgbook.com/terms-and-conditions).

**Not an Offer, Not Regulated Activity.** The Data does not constitute investment advice from ESG Book. The Data is a statement of opinion and is not a statement of fact nor recommendations to purchase, sell or hold any securities. Provision of the Data is not in any way an asset management or regulated activity and is not a solicitation or an offer to buy any security or instrument or to participate in any trading. In the event provision of Data (or part thereof) is considered to be a form of regulated activity, ESG Book has the right to cease providing the Data (or any part thereof) and shall refund any Fees paid, on a pro rata basis.

**Client name.** The Customer hereby grants ESG Book the right to display the Customer's name and logo on the latter's website, in marketing materials and in the lists of clients and former clients of the ESG Book and where applicable, shall provide ESG Book with the relevant guidelines on how to do so.

**Assignment and Novation.** Neither party may transfer or deal with their rights or obligations under this Agreement without prior written consent, but ESG Book may novate the agreement to a transferee of all or part of its business. This novation will take effect on written notice from ESG Book so that (i) the transferee will be substituted for ESG Book with effect from the date specified in the notice and ESG Book will no longer have any rights and obligations under this Agreement except in respect of work performed prior to that date, and (ii) the combined aggregated liability of ESG Book and the transferee will not exceed the limit of ESG Book's liability before the novation took place. ESG Book may also transfer or deal with its rights in any unpaid invoice without notice.

**Notice.** Notices shall be in writing and delivered in accordance with the following:

- i. to the Customer: at the address as stated in the Purchase Order; and
- ii. to ESG Book: at the address set out in these Master Terms.

**Privacy Notice.** ESG Book shall process the Customer's personal data including those of its employees and other authorized contact persons and users, in accordance with ESG Book's Privacy Notice which is compliant with applicable data privacy laws and regulations, as set out on the ESG Book website at [www.esgbook.com/privacy-policy](http://www.esgbook.com/privacy-policy) or at any other successor or replacement website and as updated from time to time.

**Variation.** ESG Book reserves the right at any time and without notice to upgrade, enhance, amend, or otherwise vary the Enterprise Licence version of the ESG Book and/or any version of the Data, including the source data in the Data, the nature of the Data, and the basis on which the Data is calculated.

**Governing law.** The Agreement shall be governed by the laws of England and Wales and the courts of London shall have exclusive jurisdiction.