

BASIC PROVISIONS OF USER AGREEMENTS

TABLE OF CONTENTS

RECITALS..... 2

1. DEFINITIONS 3

2. SCOPE OF SERVICES RENDERED BY QUANTIS..... 3

3. OBLIGATIONS OF THE USERS 4

4. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS AND CONTROL 5

5. WARRANTIES AND REMEDIES 5

6. INDEMNIFICATION AND LITIGATION 6

7. LIABILITY 6

8. CONFIDENTIALITY..... 6

9. FEES 7

10. TERM AND TERMINATION AND CONSEQUENCES..... 7

 10.1 Term and Termination 7

 10.2 Consequences of Termination 7

11. MISCELLANEOUS..... 8

 11.1 Entire Agreement 8

 11.2 Amendments and Modifications 8

 11.3 Notices 8

 11.4 Severability 8

 11.5 Waivers 9

 11.6 Legal Succession and Assignment..... 9

 11.7 Governing Law and Jurisdiction..... 9

 11.7.1 Choice of Law 9

 11.7.2 Jurisdiction 9

RECITALS

- (A) Whereas the development of an online tool and database for Environmental Product Declarations for concrete ("**EPD Tool**") is a project of the Cement Sustainability Initiative ("**CSI**"), a program of the World Business Council for Sustainable Development ("**WBCSD**").
- (B) Whereas the CSI is a voluntary partnership between 24 cement companies (current members) from around the world committed to integrating sustainable development into their business management practices. Whereas WBCSD commissioned Quantis with the development and management of the EPD Tool.
- (C) Whereas the EPD Tool functions as an online platform with a basic interface through which users can access their own secured area, upload data, produce reports and download those reports. Whereas Quantis operates the EPD Tool technically while WBCSD will neither contribute nor have access to data contributed by the users.
- (D) Whereas all rights in the EPD Tool belong to WBCSD, a Framework License Agreement was entered into between WBCSD and Quantis on 24 September 2014 granting an exclusive license to enable Quantis to run the EPD Tool and conclude user agreements directly with the Users ("**Framework License Agreement**").
- (E) Whereas Quantis will procure, safeguard and manage compliance applicable with competition laws and regulations and strictest confidentiality standards as set out in the Framework License Agreement and confidentiality agreement attached to the user agreements. Whereas the WBCSD will have no responsibility in this regard.
- (F) Whereas the Framework License Agreement provides for the possibility of Quantis granting non-exclusive sub-licenses, subject to the written approval by WBCSD, for the use of the EPD Tool to third parties solely for a further development of the EPD Tool for their purposes and needs.
- (G) Whereas the further developments must not conflict with WBCSD's rights in the EPD Tool and no further sublicenses shall be granted by the sub-licensee. Whereas Quantis and the Oregon Concrete and Aggregate Producers Associations ("**OCAPA**")_have entered into such non-exclusive sub-license agreement for the use of the EPD Tool in the United States of America.
- (H) Whereas under said sub-license agreement, OCAPA has secured the ability for its members and their affiliates that are not affiliated with a member of CSI to enter into user agreements for the use of the EPD Tool at no charge to them in connection with their cement and concrete manufacturing facilities in the United States.
- (I) Whereas this Agreement provides for detailed rules governing the relationship between Quantis and [User] wishing to use the EPD Tool owned by the WBCSD and operated by its licensee Quantis as further developed under the sub-license agreement between Quantis and OCAPA for the use of the EPD Tool in the United States of America.

Now, therefore, the Parties have concluded the following agreement:

1. DEFINITIONS

- "Agreement" means this User Agreement
- "EPD Tool" means an online platform with a basic interface through which the User can only access their own secured area, upload data, produce reports and download those reports solely based on their own data and publicly available information
- "Input" means the CO₂ emissions and energy consumption data and other data as uploaded by the User into the EPD Tool
- "Intellectual Property Rights" means the rights as set out in section 4.1 below
- "Party" means either Quantis or the User
- "Parties" means collectively Quantis and the User
- "OCAPA" means Oregon Concrete and Aggregate Producers Associations
- "OCAPA Members" means members of OCAPA
- "Reports" means the reports which are generated by the User when using the EPD Tool
- "Services" means the services to be rendered by Quantis as set out in section 2 below
- "User" means the person (natural or legal) signing this Agreement and can be a member of the CSI or a non-member, including OCAPA's members in the United States of America
- "User Representatives" means employees, agents, officers, advisers and other representatives of the User
- "WBCSD" means World Business Council for Sustainable Development, an association under Swiss law

2. SCOPE OF SERVICES RENDERED BY QUANTIS

- 2.1 During the term of this Agreement, Quantis shall provide the following IT- and maintenance services, as set out in detail in Annex I ("**IT Infrastructure and Security**") and Annex II ("**Maintenance and Services Framework**") hereto:
 - (a) host the EPD Tool
 - (b) grant online access to the EPD Tool and manage access to the EPD Tool to User

and User Representatives

- (c) provide the User with a password and access code
- (d) run the EPD Tool 24/7
- (e) maintain and support the EPD Tool
- (f) provide new features, updates and enhancements
- (g) provide a service hotline in the event of disruptions of the Services
- (h) provide support to the User and User Representatives in case of questions related to the tool or definitions and calculations necessary for the production of the Reports.

3. OBLIGATIONS OF THE USER

- 3.1 The User and User Representatives shall be obliged to use the EPD Tool in full compliance with the terms in this Agreement and the Annexes I-III hereto.
- 3.2 The use of User and User Representatives shall be limited to searching the EPD Tool, uploading Input, generating Reports based on the Input, viewing Reports displayed on a computer screen and printing such Reports as displayed on the computer screen for the User's own business use only.
- 3.3 The User agrees not to sublicense, pledge, lease, rent or share the rights granted herein. No copies of the EPD Tool or any portions thereof may be made available by the User or any person under the User's authority or control. Furthermore, the User and User Representatives shall not (further details are set out in Annex I):
 - (a) share passwords and/or access codes
 - (b) duplicate the EPD Tool
 - (c) assign, sell or pass along the EPD Tool
 - (d) reverse engineer, de-compile, de-compose or disassemble any aspect of the EPD Tool
 - (e) modify, translate, adapt or otherwise make derivative works of the EPD Tool
 - (f) alter, remove or obscure any proprietary legend, copyright or trademark notice contained in or on the EPD Tool
 - (g) attempt to unlock or bypass any initialization or security systems utilized by the EPD Tool; or
 - (h) share, use and/or transmit any portion of the EPD Tool via the Internet in contravention of this Agreement.

4. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS AND CONTROL

- 4.1 Any and all intellectual property and other rights (including, but not limited to, registered or non-registered trademark rights, copyrights, database rights, inventions, patent rights, design rights, know-how, etc.) (collectively the "**Intellectual Property Rights**") attaching to the EPD Tool, the Input and the Reports shall be owned in the manner set out below:
- (a) the Intellectual Property Rights in the EPD Tool shall remain with and belong to Quantis and/or its licensors;
 - (b) the Intellectual Property Rights attaching to the Input shall remain the sole property of the User (or as the case may of any other legal entity belonging to the same company group as the User) that provided the Input;
 - (c) the Intellectual Property Rights attaching to the Reports that were obtained based on the EPD Tool created solely on the basis of the Input provided by one User shall remain the sole property of that User.
- 4.2 Quantis shall have sole control over the use of the EPD Tool and the use of Input in the EPD Tool.
- 4.3 The use of the Reports shall be under the full and sole responsibility of the respective User. In particular, any modification, adaptation and translation of the Reports will be made at the respective User's own risk. The use of any of Quantis' and/or WBCSD's and/or OCAPA's distinctive signs (e.g. name and logo) requires the prior written approval by Quantis, WBCSD, or OCAPA respectively unless it is a mere reproduction of or a reference to the original Report.

5. WARRANTIES AND REMEDIES

- 5.1 To the maximum extent permitted by applicable law, the EPD Tool and the information contained therein is provided "as is" and with all faults, without warranty of any kind, express or implied, including but not limited to, warranties of performance, merchantability, fitness for a particular purpose or non-infringement, except as otherwise explicitly warranted herein.
- 5.2 The User acknowledges that the EPD Tool and the information contained therein might have defects, deficiencies or errors which may not be corrected by Quantis and/or its licensors.
- 5.3 Quantis warrants and represents that:
- (a) Quantis is a duly organized and validly existing business, at EPFL Innovation Park, Bâtiment D, 1015 Lausanne, Switzerland, and effectively managed from Lausanne;
 - (b) Quantis has obtained all necessary authorizations or other licenses in order to validly and legally conduct its business and render its services in Switzerland and the Services under this Agreement;

- (c) the EPD Tool does not infringe upon copyright or any other rights of third parties;
- (d) The execution of the present Agreement is not subject to any prior authorization by, or registration with, Swiss or any other competent authorities;
- (e) Quantis has and will maintain, during the term of this Agreement, the required capability, the necessary infrastructure, including IT infrastructure (including state-of-art backup and recovery systems and procedures), as well as the technical skills, including IT skills, which are necessary for rendering the Services under this Agreement to the User, in particular to protect the integrity of the EPD Tool. Quantis undertakes to immediately inform the User of any IT-problems which may occur in the course of the execution of the present Agreement, in particular of any issues that may have an impact on the EPD Tool.
- (f) Quantis has adequate insurances in place to be able to comply with its obligations resulting from this Agreement.

6. INDEMNIFICATION AND LITIGATION

- 6.1 Any act of infringement of the EPD Tool or the EPD Tool software, carried out by a third party and of which Quantis is aware, must be reported immediately by Quantis to the User.
- 6.2 Quantis undertakes to provide the User with all the information in its possession and all assistance necessary to assess the importance of the infringement, its location, origin, and extent so as to oppose it effectively.
- 6.3 Quantis must take, at its own expense, all measures conducive or necessary to put an end to the acts of infringement, including legal proceedings, and to regularly inform the User. If a claim is brought or likely to be brought by a third party for violation of any intellectual property rights or violation of the confidentiality of data belonging to that third party, as a result of the User exercising one of the rights provided for in the Agreement, Quantis shall assist the User in its defense, at Quantis' expense.
- 6.4 Quantis shall hold the User harmless against any third party claims in connection with the use of the EPD Tool.

7. LIABILITY

- 7.1 In the event that Quantis fails to fulfill its obligations, it shall be liable to the User solely for direct losses, to the exclusion of any indirect losses.

8. CONFIDENTIALITY

- 8.1 The Parties mutually undertake during the term of this Agreement to adhere to the **Confidentiality Agreement** as set out in Annex III ("**Confidentiality Agreement**") hereto.

9. FEES

- 9.1 The User owes Quantis its portion of an annual fee as set out in Annex II for the use of the EPD Tool.
- 9.2 For the User as a OCAPA Member that is not affiliated with a CSI member, Quantis' fee for the services provided hereunder will be paid by OCAPA, on the User's behalf. There will be no charges directly to User.
- 9.3 For US-based affiliates of CSI members, the fee shall be invoiced directly to WBCSD who will pay such fee on behalf of the respective User's parent company which has entered into a User Agreement.

10. TERM AND TERMINATION AND CONSEQUENCES

10.1 Term and Termination

- 10.1 This Agreement shall be concluded for an initial period of five (5) years from the date of signature by both Parties, unless terminated in accordance with the provisions in section 10.1.23 below.
 - 10.1.1 Upon expiry of the initial period, the Agreement shall automatically be renewed for additional periods of one (1) year, unless terminated in accordance with section 10.1.23 below.
 - 10.1.2 After the initial term or upon termination of Quantis' license to the EPD Tool, this Agreement can be terminated by Quantis at any time with a written notice of six (6) months. The User can terminate this Agreement with a written notice of two (2) months.
 - 10.1.3 Either Quantis or User can terminate this Agreement for cause, by notice in writing in the event that a Party
 - (a) is in breach of its material obligations under this Agreement;
 - (b) is in breach of the confidentiality provisions in this Agreement.

10.2 Consequences of Termination

- 10.2.1 After expiry of the termination period (or, when terminated for cause immediately) the User has no right to use the EPD Tool and must cease the use thereof.
- 10.2.2 Quantis must upon request of the User extract the Input from the EPD Tool as uploaded by the respective User and shall return the data to the respective User in the format as requested by such User.
- 10.2.3 The termination or expiry of this Agreement shall not give rise to the right for User to recover damages or to indemnification of any nature or kind, regardless of whether the User's business depends on timely and continuous access to the EPD Tool.

11. MISCELLANEOUS

11.1 Entire Agreement

This Agreement and the annexes hereto constitute and express the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous oral or written agreements, representations, understandings and the like between the Parties.

11.2 Amendments and Modifications

This Agreement may not be modified, amended, altered or supplemented, in whole or in part, except by a written agreement signed by the Parties.

11.3 Notices

Any notice required to be given pursuant to this Agreement shall be in writing and in English. Delivery shall be made by registered mail or by an internationally recognized courier that verifies delivery to the relevant address set out below or to such other address of which either Party notifies the other pursuant to this provision:

if to the User:

Name:

Job title of addressee: [e.g. Financial Officer]

Address:

Fax:

if to Quantis:

Name: Arnaud Dauriat

Job title of addressee: Managing Director

Address: EPFL Innovation Park, Bâtiment D, 1015 Lausanne, Switzerland

Fax: +41 21 693 91 96

11.4 Severability

If any provision of this Agreement is found by any competent authority to be void, invalid or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force. In this event, the Agreement shall be construed, and, if necessary, amended in a way to give effect to, or to approximate, or to achieve a result which is as close as legally possible to the result intended by the provision hereof determined to be void, illegal or unenforceable.

11.5 Waivers

The rights of a Party shall not be prejudiced or restricted by any indulgence or forbearance extended to any other Party. A waiver to pursue any breach of contract by a Party shall not operate as a waiver of the respective right or as a waiver to claim any subsequent breach. Any provision of this Agreement may be waived only by a written statement of the waiving Party.

11.6 Legal Succession and Assignment

Should a Party hereto become the subject of sale, merger or any other form of re-organization involving a third party, the terms of this Agreement shall bind the successor in law to such Party as if such successor were an original Party hereto. Subject to the aforesaid, the rights of the Parties under this Agreement are not assignable and shall not be transferred without the prior written consent of the other Party, which shall not be withheld unreasonably

11.7 Governing Law and Jurisdiction

11.7.1 Choice of Law

This Agreement, including the jurisdiction clause shall be governed by, interpreted and construed in accordance with the substantive laws of Switzerland excluding the principles as to conflict of laws and excluding the United Nations Convention on Contracts for the International Sales of Goods of 11 April 1980 (CISG).

11.7.2 Jurisdiction

The competent courts of Geneva, Switzerland, shall have exclusive jurisdiction for all disputes arising out of or in connection with this Agreement (including but not limited to matters of validity, conclusion, binding effect, interpretation, construction, performance or non-performance and remedies), subject to appeal, if any.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the dates indicated below.

Place, Date

Quantis Sàrl:

By: _____
Written Name:
Title:

Place, Date

User:

By: _____
Written Name:
Title:

U.S. version of WBCSD-CSI tool for EPDs of concrete and cement: IT infrastructure and security



World Business Council for Sustainable Development
Cement Sustainability Initiative

WBCSD
for EPDs
and LCA

Prepared for: **PCA**

Portland Cement Association

Prepared by: **Quantis**

Arnaud Dauriat, Project Manager
Christophe Porté, Software Architect
Clémentine Delerce-Mauris, Software Engineer
Cécile Guignard, Scientific Coordinator, Switzerland
Angela Adams, Life Cycle Analyst

March 13, 2015
version 1.0

Description	Materials	Manufacturing	Waste treatment
← back to EPDs list			
Show help			
Category	GWP kg CO ₂ -eq.	ODP kg CFC 11-eq.	
▼ Total	8.059E+2	8.509E-6	
▼ Materials	7.809E+2	5.861E-6	
▼ Raw materials	7.806E+2	5.855E-6	
Primary raw materials	7.806E+2	5.855E-6	
Secondary materials	0.000	0.000	
Additives, admixtures, other chemicals	3.029E-1	6.038E-9	
Others	0.000	0.000	
▼ Manufacturing	1.418E+1	9.581E-7	
Electricity	1.418E+1	9.581E-7	
▼ Fuels	0.000	0.000	
Primary fuels	0.000	0.000	
Secondary fuels	0.000	0.000	
▼ Emissions to air	0.000	0.000	
Primary fuels	0.000	0.000	
Secondary fuels	0.000	0.000	
Process emissions	0.000	0.000	
Water	0.000	0.000	
Infrastructure and equipment	0.000	0.000	
▼ Transport	1.076E+1	1.678E-7	
Transport of materials/fuels to factory	2.325	3.452E-8	
Transport on-site	0.000	0.000	
Transport of wastes to treatment facility/eliminat	0.000	0.000	
Transport of product to concrete plant/constru	8.436	1.224E-7	
▼ Waste management	0.000	0.000	



Prepared by: **Quantis**

Arnaud Dauriat, Project Manager
Christophe Porté, Software Architect
Clémentine Delerce-Mauris, Software Engineer
Cécile Guignard, Scientific Coordinator, Switzerland
Angela Adams, Life Cycle Analyst

March 13, 2015
version 1.0

U.S. version of WBCSD-CSI tool for EPDs of concrete and cement: Maintenance & Services framework



World Business Council for Sustainable Development
Cement Sustainability Initiative

WBCSD
for EPD
and LCA

Prepared for:
PCA

Portland Cement Association

Prepared by: **Quantis**

Arnaud Dauriat, Project Manager
Christophe Porté, Software Architect
Clémentine Delerce-Mauris, Software Engineer
Cécile Guignard, Scientific Coordinator, Switzerland
Angela Adams, Life Cycle Analyst

March 13, 2015
version 1.0

Description	Materials	Manufacturing	Waste treatment
← back to EPDs list			
Show help			
Category	GWP kg CO ₂ -eq.	ODP kg CFC 11-eq.	POCP kg CFC 11-eq.
▼ Total	8.059E+2	8.509E-6	8.509E-6
▼ Materials	7.809E+2	5.861E-6	5.861E-6
▼ Raw materials	7.806E+2	5.855E-6	5.855E-6
Primary raw materials	7.806E+2	5.855E-6	5.855E-6
Secondary materials	0.000	0.000	0.000
Additives, admixtures, other chemicals	3.029E-1	6.038E-9	6.038E-9
Others	0.000	0.000	0.000
▼ Manufacturing	1.418E+1	9.581E-7	9.581E-7
Electricity	1.418E+1	9.581E-7	9.581E-7
▼ Fuels	0.000	0.000	0.000
Primary fuels	0.000	0.000	0.000
Secondary fuels	0.000	0.000	0.000
▼ Emissions to air	0.000	0.000	0.000
Primary fuels	0.000	0.000	0.000
Secondary fuels	0.000	0.000	0.000
Process emissions	0.000	0.000	0.000
Water	0.000	0.000	0.000
Infrastructure and equipment	0.000	0.000	0.000
▼ Transport	1.076E+1	1.678E-7	1.678E-7
Transport of materials/fuels to factory	2.325	3.400E-8	3.400E-8
Transport on-site	0.000	0.000	0.000
Transport of wastes to treatment facility/eliminat	0.000	0.000	0.000
Transport of product to concrete plant/constru	8.436	1.334E-7	1.334E-7
▼ Waste management	0.000	0.000	0.000



Prepared by: **Quantis**

Arnaud Dauriat, Project Manager
Christophe Porté, Software Architect
Clémentine Delerce-Mauris, Software Engineer
Cécile Guignard, Scientific Coordinator, Switzerland
Angela Adams, Life Cycle Analyst

March 13, 2015
version 1.0

ANNEX III

CONFIDENTIALITY AGREEMENT

between

[User]

and

Quantis Sàrl, EPFL Innovation Park, Bâtiment D, 1015 Lausanne, Switzerland

"Quantis"

(individually **"Party"** and collectively **"Parties"**)

regarding the EPD Tool

TABLE OF CONTENTS

RECITALS..... 2

1. DEFINITIONS AND INTERPRETATION..... 2

2. OBLIGATIONS OF CONFIDENTIALITY 3

 2.1 Obligations of the User 3

 2.2 Obligations of Quantis 3

3. CONFIDENTIALITY MEASURES 4

4. BREACH 5

5. RETURN OF INFORMATION 5

6. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT 5

7. DISCLAIMER AND WARRANTY 6

8. REMEDIES 6

9. SURVIVAL OF OBLIGATIONS 6

10. ENTIRE AGREEMENT AND AMENDMENT 6

11. ASSIGNMENT..... 6

12. GOVERNING LAW AND JURISDICTION..... 6

ANNEX – QUANTIS REPRESENTATIVES..... 8

RECITALS

- (A) Whereas the development of an online tool and database for Environmental Product Declarations for concrete ("**EPD Tool**") is a project of the Cement Sustainability Initiative ("**CSI**"), a program of the World Business Council for Sustainable Development ("**WBCSD**").
- (B) Whereas the CSI is a voluntary partnership between 24 cement companies (current members) from around the world committed to integrating sustainable development into their business management practices.
- (C) Whereas WBCSD and Quantis concluded a Consultancy Agreement on 5 September 2012 and a Framework License Agreement on 24 September 2014 regarding the development and management of the EPD Tool.
- (D) Whereas the EPD Tool functions as an online platform with a basic interface through which users can access their own secured area, upload data, produce reports and download those reports.
- (E) Whereas the User Agreement provides for detailed rules governing the relationship between Quantis and [User] wishing to use the EPD Tool owned by the WBCSD and operated by its licensee Quantis.
- (F) Whereas for purposes of complying with applicable competition laws and regulations, Quantis and [User] have agreed to put in place the following procedural safeguards in relation to the EPD Tool.

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation in this clause apply in this agreement:

"Confidential Information" means all information of relevance to the EPD Tool (however recorded, preserved or disclosed) hereafter disclosed by the User to Quantis including, but not limited to production volumes, products composition, resource consumption (raw materials, fuels, constituents...) emissions, and any other information that may be disclosed to ensure accomplishing the Purpose of the EPD tool such as business, financial condition, operations, sales data, assets, know-how, products, trade secrets, customers and prospective customers, market strategies and other commercially sensitive information related thereto and belonging to the User, as well as any disclosed information whose nature makes it obvious that it is confidential.,

"Counsel" means qualified outside competition counsel selected by Quantis and approved by the User.

"EPD"	means Environmental Product Declarations.
"EPD Tool"	means an online platform with a basic interface through which the User can only access their own secured area, upload data, produce reports and download those reports solely based on their own data and other publicly available sources.
"Purpose"	means the development and management of an online tool which allows Users to input data and produce Environmental Product Declarations for concrete to declare the environmental impacts of this product.
"Quantis Representatives"	means employees, agents, officers, advisers and other representatives of Quantis listed in Annex I .
"User Agreement"	means Agreement entered into on [DATE] between the User and Quantis, specifying the services to be provided with regard to the EPD Tool and the related obligations of the parties.
"User Representatives"	means employees, agents, officers, advisers and other representatives of the User.

Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

2. OBLIGATIONS OF CONFIDENTIALITY

2.1 Obligations of the User

The User and User Representatives shall transfer Confidential Information exclusively to Quantis Representatives and only through means of the secured IT-system and tools provided by Quantis for the sole purpose of the EPD Tool.

Neither the User nor the User Representatives shall

- (a) ask for or agree to receive any Confidential Information concerning any other User of the EPD Tool from Quantis.
- (b) transfer or agree to receive any Confidential Information with/from any other User of the EPD Tool.
- (c) share any Confidential Information with the WBCSD.

2.2 Obligations of Quantis

Quantis shall keep the User's Confidential Information confidential and, except with the prior written consent of the User, shall:

- (a) not use or exploit the Confidential Information in any way except for the Purpose and to the extent necessary for the performance of the User Agreement;
- (b) not disclose or make available the Confidential Information in whole or in part to any

third party, including the WBCSD and its members;

- (c) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose;
- (d) establish and maintain the best possible security measures (including any security measures proposed by the User from time to time) to safeguard the Confidential Information from unauthorised access, copying, disclosure or use;
- (e) only disclose the Confidential Information to the Quantis Representatives listed in Annex I who need to know this Confidential Information for the Purpose.
- (f) procure that its Representatives perform the services related to the EPD Tool or supervise the performance of these services with the utmost degree of care and skill and to the best of their ability;
- (g) procure that its Representatives undertake, in a form satisfactory to the User, to be bound personally towards the User by the duty of confidentiality of Quantis as set forth in this Agreement.

Quantis shall at all times be liable for the failure of any Representatives to comply with the terms of this Agreement. The confidentiality obligations of the Quantis Representatives shall survive the termination of this Agreement.

A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory body, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party reasonable notice.

3. CONFIDENTIALITY MEASURES

To maintain confidentiality, Quantis shall apply to the Confidential Information the best possible security measures and the highest degree of care in order to protect the Confidential Information from unauthorized disclosure, access, copying or use. For this purpose, this Agreement sets out safeguards and procedures designed to prevent any inappropriate sharing of information in a manner that could result in the violation of applicable competition laws. These safeguards and procedures include:

- (a) **Team Members** - Any Quantis Representatives who have received or are receiving (or likely to receive) information or having or likely to have (or have sight of or access to) documents relating to the EPD Tool which contain Confidential Information are listed in Annex I to this Agreement. Individuals listed in Annex I shall ensure, when working on the EPD Tool that they do not share assistants or word processors with any other representatives of Quantis. Quantis shall nominate an appropriate compliance officer or company secretary to be responsible, inter alia, for preparing and maintaining an up-to-date list of persons to be included in Annex I. The Quantis Representatives will procure that their respective personal assistants and reports comply with the provisions of this

Agreement.

- (b) **Discussion** - Any Quantis Representatives receiving Confidential Information on the EPD Tool or having access to or having sight of any document provided by the User relating to Confidential Information on the EPD Tool may only discuss any such document or information with other Quantis Representatives and, in exceptional cases where the management of the EPD Tool so requires, with Counsel.
- (c) **IT-security measures** - With regard to IT-security measures to be taken by Quantis reference is made to Annex II of the Provisions for User Agreements (“**IT Infrastructure and Security**”).

4. BREACH

If at any point any Quantis Representative is or becomes aware of any breach or impending breach of these procedures, he or she must notify the compliance officer and the User immediately. Quantis Representatives shall be the subject of disciplinary sanctions for any breach of the above requirements. The obligation of Quantis to procure that the Quantis Representatives comply with their obligations shall survive the termination of this Agreement.

5. RETURN OF INFORMATION

5.1 Upon the termination of the engagement, Quantis shall:

- (a) destroy or return to the User all documents and materials (and any copies) containing, reflecting, incorporating, or based on the User’s Confidential Information;
- (b) erase all the User’s Confidential Information from its computer systems or where it is stored in electronic form (to the extent possible); and
- (c) certify in writing to the User that it has complied with the requirements of this clause.

5.2 If Quantis develops or uses a product or a process which, in the reasonable opinion of the User, might have involved the use of any of the User's Confidential Information, Quantis shall, at the request of the User, supply to the User information reasonably necessary to establish that the User’s Confidential Information has not been used or disclosed.

6. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

All Confidential Information shall remain the property of the User. Each party reserves all rights in its Confidential Information. No rights, including, but not limited to, intellectual property rights, in respect of a party's Confidential Information are granted to the other party and no obligations are imposed on the User other than those expressly stated in this Agreement.

7. DISCLAIMER AND WARRANTY

The User warrants that it has the right to disclose its Confidential Information to Quantis and to authorise Quantis to use such Confidential Information for the Purpose. The User agrees that its Confidential Information shall be accurate and complete in all material aspects.

8. REMEDIES

8.1 The Parties acknowledge and agree that:

- (a) each Party shall be entitled to compensation by the other Party for any direct or indirect damage resulting from a breach of the provisions of this Agreement by the other Party, including for loss of earnings; and
- (b) in addition, in the event of an actual or threatened violation of this Agreement, each Party shall be entitled to seek the enforcement of this Agreement by means of an injunction or specific performance.

8.2 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law.

9. SURVIVAL OF OBLIGATIONS

If the User decides not to become, or continue to be involved in the Purpose with Quantis, it shall notify Quantis in writing immediately. The obligations of each party set out in this Agreement shall survive notwithstanding any termination of the Parties' engagement in relation to the Purpose.

10. ENTIRE AGREEMENT AND AMENDMENT

10.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

10.2 No amendment of this Agreement shall be effective unless it is in writing and signed by each of the parties.

11. ASSIGNMENT

Neither Party may assign any of its rights or obligations under this Agreement in whole or in part. This Agreement shall not restrict the Participant from using or disclosing its own Confidential Information elsewhere.

12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement, including the jurisdiction clause shall be governed by, interpreted and construed in accordance with the substantive laws of Switzerland excluding the United

Nations Convention on Contracts for the International Sales of Goods of 11 April 1980 (CISG,

- 12.2** The competent courts of Geneva, Switzerland, shall have exclusive jurisdiction for all disputes arising out of or in connection with this Agreement (including but not limited to matters of validity, conclusion, binding effect, interpretation, construction, performance or non-performance and remedies), subject to appeal, if any.
- 12.3** Notwithstanding the immediately preceding subsection and without prejudice to any other rights or remedies that the parties may respectively have, the Parties acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the other Party. Accordingly, each Party shall be entitled, (i) without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement and (ii) to bring any legal action or proceeding in respect of the foregoing before any Court of competent jurisdiction in or outside Switzerland.

Place, Date

Place, Date

[User:]

Quantis Sàrl:

By:
Title:

By:
Title:

By:
Title:

By:
Title:

ANNEX – QUANTIS REPRESENTATIVES

Christophe Porté (christophe.porte@quantis-intl.com), Software Architect

Clémentine Delerce-Mauris (clementine.delerce@quantis-intl.com), Software Engineer

Arnaud Dauriat (arnaud.dauriat@quantis-intl.com), Managing Director