

# TERMS OF USE (MASTER SERVICES AGREEMENT)

**Last Updated:** January 5th, 2026

ESG DATA CORE ("Company", "we", "us", or "our"), a legal entity incorporated in Dublin, Ireland, provides the **Corporate Impact Stewardship (CIS)** platform, a SaaS solution for ESG data management, sustainability benchmarking, and automated reporting.

By accessing or using the CIS Platform ("Service"), you ("Customer" or "User") agree to be bound by these Terms. If you are entering into this agreement on behalf of a company, you represent that you have the authority to bind that entity.

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## 1. DEFINITIONS

- **"Service" or "Platform":** Refers to the CIS cloud-based software, including MVP versions, ESG integration modules, and dashboards hosted on Amazon Web Services (AWS).
- **"Customer Data":** All data, metrics, and materials submitted by the Customer to the Service.
- **"MVP Period":** A specific phase wherein the Service is provided on an experimental basis for testing, feedback, and development purposes.
- **"Deliverables":** Specific reports or custom analysis created for the Customer through Professional Services.
- **"Order Form":** The document specifying the Service purchased, fees, and Subscription Term.

## 2. ACCESS AND USE OF SERVICES

**2.1. License Grant** Subject to these Terms and payment of fees, ESG Data Core grants Customer a limited, non-exclusive, non-transferable right to access and use the Platform for internal business purposes during the Subscription Term.

**2.2. The "MVP" & Beta Nature** Customer acknowledges that the Platform is currently an MVP.

- **Continuous Evolution:** We may modify or discontinue features without prior notice to optimize the Service.
- **No Warranty on Perfection:** During the MVP Period, the Service is provided to gather feedback, and occasional interruptions may occur.

### 2.3. Acceptable Use Policy (AUP) Customer shall not:

- Reverse engineer or attempt to derive the source code of the Platform.
- Use the Service to build a competitive product.
- Upload sensitive personal data (e.g., health or genetic data) without prior written consent.
- Use the Platform for any illegal purpose or to violate environmental or social regulations.

## 3. PROFESSIONAL SERVICES & CONSULTING

**3.1. Scope:** Customers may purchase Professional Services (implementation, ESG consulting) via an Order Form or Statement of Work (SOW).

### 3.2. Ownership of Deliverables:

- **Customer Ownership:** Customer owns the final reports and data analysis created specifically for them.
- **Company Ownership:** ESG Data Core retains all rights to its underlying methodologies, templates, frameworks, and "Background IP" used to produce those reports.

## 4. DATA PROTECTION AND SECURITY

**4.1. Data Processing Agreement (DPA):** The parties agree that the processing of personal data is governed by our DPA, which is hereby incorporated by reference.

**4.2. Ownership of Customer Data:** The Customer retains all rights to its Customer Data. Customer grants ESG Data Core a license to host, copy, and display such data solely to provide the Service.

**4.3. Aggregated Analytics & IA:** Customer agrees that ESG Data Core may use anonymized and aggregated data derived from the Customer's use of the Platform to generate industry benchmarks, improve Machine Learning models, and enhance the Service. This data shall not identify the Customer or any individual.

## 5. INFRASTRUCTURE & SECURITY

- **Hosting:** The Service is hosted on AWS with logical isolation of data.
- **Encryption:** Data is encrypted via TLS 1.2+ (in transit) and AES-256 (at rest).
- **Audits:** We conduct regular vulnerability assessments based on the AWS Well-Architected Framework.

## 6. AVAILABILITY AND SUPPORT

- **Uptime Target:** We aim for 99.5% availability during business hours (GMT), excluding scheduled maintenance.
- **Support:** Provided via email or platform-integrated chat during standard business hours in Ireland.

## 7. CONFIDENTIALITY

Each party shall protect the other's Confidential Information (technical data, business plans, etc.) with at least a reasonable degree of care. This obligation survives for three (3) years after the termination of this Agreement.

## 8. INTELLECTUAL PROPERTY

ESG Data Core owns all rights, title, and interest in the CIS Platform, including its logic, visual design, and code. Any feedback provided by the Customer may be used by the Company without compensation.

## 9. FEES, TERM, AND TERMINATION

**9.1. Fees:** Fees are non-refundable and based on the Subscription Term.

**9.2. MVP Renewal:** 60 days prior to the end of the MVP Period, ESG Data Core will present a proposal for a long-term commercial contract. If no agreement is reached, access expires at the end of the current term.

**9.3. Data Export:** Upon termination, Customer Data will be available for export in CSV format for 60 days, after which it will be permanently deleted.

## 10. LIMITATION OF LIABILITY

- **Exclusion:** In no event shall ESG Data Core be liable for indirect, incidental, or consequential damages (loss of profits, loss of ESG rating/certification).
- **Liability Cap:** Our total liability shall not exceed the amount paid by the Customer in the 12 months preceding the claim.

## 11. WARRANTY DISCLAIMER

**THE SERVICE IS PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY LAW, ESG DATA CORE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OF ESG BENCHMARKS OR THE SUITABILITY OF THE PLATFORM FOR SPECIFIC REGULATORY FILINGS.**

## 12. GOVERNING LAW

These Terms are governed by the laws of Ireland. Any disputes shall be resolved exclusively in the courts of Dublin.