

# BuyerConnect Usage and Non-Disclosure Agreement

This BuyerConnect Usage and Non-Disclosure Agreement (“**Agreement**”) is entered into by and between HowGood, PBC (“**HowGood**”) and the entity or person executing an Order Form for the Services (“**Customer**” or “**you**”). This Agreement consists of the terms and conditions set forth below and any Order Forms as applicable. The “**Effective Date**” of this Agreement is the effective date of the first Order Form.

## 1. Definitions.

1. “**Confidential Information**” means information disclosed under this Agreement that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. HowGood’s Confidential Information includes its trade secrets, research, methodology, and any technical or performance information about BuyerConnect and/or the Services. Customer’s Confidential Information means Customer Data.
2. “**Customer Data**” means any information, data, content or materials that Customer submits to HowGood for use in connection with the Services. Customer Data shall not include Usage Data or information (including but not limited to contact details) that Customer submits to HowGood regarding Users, prospective Users or past Users.
3. “**Data Protection Laws**” means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (a) EU Regulation 2016/679 (“**GDPR**”); (b) GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018; (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR; (d) in the UK, the Data Protection Act 2018; (e) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC); and (f) in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case, as updated, amended or replaced from time to time.
4. “**Documentation**” means any user guide, help information and other documentation and information regarding the applicable Services that is delivered by HowGood to Customer in electronic or other form, if any, including any updates provided by HowGood from time to time.
5. “**HowGood Materials**” means (a) all trademarks, tradenames, or logos of HowGood, (b) all software, software interfaces, software updates and changes, tools, designs, documentation, data, information, ideas, inventions, routines, tools, methodologies, processes, know-how or technologies, and other material owned or developed by or for HowGood prior to or outside of the scope of this Agreement as may be necessary to provide the Services hereunder; and (d) derivatives, improvements, or modifications of the foregoing. For the avoidance of doubt, HowGood Materials include, without limitation and to the extent applicable, the HowGood Platform, Platform Data, Outputs, and any Confidential Information of HowGood.
6. “**HowGood Clients**” means other paying customers of HowGood.
7. “**HowGood Platform**” means HowGood’s platform currently known as “**Latis**” and its solutions (including, in each case, any successor solutions thereto with substantially similar functionality).
8. “**Intellectual Property Rights**” means all rights of the following types, under the laws of any jurisdiction worldwide: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights; (b) trade secret rights; (c) trademark rights; (d) patent rights; (e) mask work, *sui generis* database rights, and industrial property rights; (f) other proprietary rights of every kind and nature; and (g)

rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the above.

9. **"Laws"** means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, antitrust and unfair competition, international communications and export of technical or personal data.
  10. **"Order Form"** means an order for access to the Services referencing this Agreement that is executed by the parties.
  11. **"Outputs"** means any documents, reports, graphics, or other content created or developed by HowGood on behalf of Customer through use of Services, which connects Customer Data with Platform Data, including but not limited to HowGood's proprietary product sustainability ratings and certification marks, sustainability attributes, impact metrics and assessments based on ingredient, sourcing geography, standard, or other, non-Customer impact assessments.
  12. **"Personal Data"** means any information relating to an identified or identifiable natural person (which shall include for the avoidance of doubt, any personally identifiable information) or as otherwise defined in Data Protection Laws.
  13. **"Platform Data"** means, with the exception of Customer Data, all software, data, information, reports, or other materials or content, including all text, audio, video, photographs, illustrations, graphics and other content or media provided through the Platform, including sustainability attributes, impact metrics and assessments based on ingredients and sourcing geography, standard, or other, non-Customer impacts assessments. Platform Data shall include data provided by HowGood to the Customer via the Services (to the extent applicable), flat files, API call or other data exchanges.
  14. **"Services"** means any products, services, and/or data made available by HowGood to Customer and or specified in an Order Form and as modified from time to time. The Services includes HowGood Materials and Documentation, but it does not include Third-Party Platforms.
  15. **"SLA"** means the HowGood Service Level Agreement, the current version of which is available at <https://legal.howgood.com/#sla>.
  16. **"Subscription Term"** means the term for Customer's use of the Services as identified in an Order Form.
  17. **"Third-Party Platform"** means any platform, add-on, service or product not provided by HowGood that Customer elects to integrate or enable for use with the Service.
  18. **"Usage Data"** means HowGood's technical logs, data and learnings about Customer's use of the Services, but excluding Customer Data.
  19. **"User"** means any employee or contractor of Customer that Customer allows to use the Services on its behalf
2. **BuyerConnect.** BuyerConnect is a subset of Services within HowGood's sustainability intelligence platform, currently known as "Latis," whereby HowGood may calculate Outputs based on Customer Data. A subset of Outputs may be available to Customer for use in accordance with the license restrictions herein. An overview of BuyerConnect is available at <https://legal.howgood.com/#offerings/>.
3. **Term and Termination.**
1. **Term.** This Agreement starts on the Effective Date and continues until expiration or termination of all Order Forms unless earlier terminated as provided herein. Unless otherwise stated in an Order Form, the Services shall automatically renew for successive periods of twelve (12) months each (each a **"Renewal Term"**),

unless, written notice of non-renewal is provided by one party to the other at least thirty (30) days prior to the expiration of the then-current term.

2. **Termination.** HowGood may terminate this Agreement (including all Order Forms) if the Customer (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against the Customer and not dismissed within 60 days.

3. **Effect of Termination.** Upon expiration or termination of this Agreement or an Order Form, Customer's access to the Services will cease and all licenses granted hereunder shall immediately terminate. At the disclosing party's request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information. Customer Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

4. **Survival.** These Sections survive expiration or termination of this Agreement: 1 (Definitions); 3.3 (Effect of Termination); 3.4 (Survival); 5 (Fees and Taxes); 6 (Customer Obligations); 7 (Proprietary Rights); 8 (Confidentiality); 10 (Usage Data and Personal Data); 11 (Warranties and Disclaimers); 12 (Limitations of Liability); 13 (Indemnification); and 16 (Miscellaneous). Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

4. **SLA and Support.** During the Subscription Term, the Services will be subject to and HowGood will provide support in accordance with the SLA available at <https://legal.howgood.com/#sla/>.

5. **Fees and Taxes.** Fees are as described in each Order Form and all payments shall be made to HowGood in U.S. dollars in immediately available funds. Any administrative or bank fees incurred as a result of wire transactions or other means of paying HowGood shall be the obligation of Customer. Fees are invoiced on the schedule in the Order Form. Unless the Order Form provides otherwise, all fees and expenses are due within 30 days of the invoice date. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-refundable except as set out herein. Customer is responsible for any sales, use, value-added, property, withholding or similar taxes or levies that apply to its Order Forms, whether domestic or foreign ("**Taxes**"), other than HowGood's income tax. Fees and expenses are exclusive of Taxes.

#### 6. **Customer Obligations.**

1. **Customer Data.** Customer agrees that Customer is solely responsible for the accuracy, correctness, and completeness of Customer Data provided to HowGood, and that inaccurate, dated, or incomplete data or information may result in inaccurate assessments of an Output. Customer agrees to comply with Laws in using BuyerConnect. Customer represents and warrants that it has made all disclosures and has all rights, consents and permissions necessary to permit the sharing, access, and use of Customer Data as contemplated by this Agreement.

2. **Users.** Customer is responsible for its Users' compliance with this Agreement. Customer will promptly notify HowGood if it becomes aware of any compromise of any Users' login credentials. HowGood uses User account information as described in its privacy policy.

3. **Restrictions.** Customer will not: (a) provide access to, distribute, sell or sublicense BuyerConnect or HowGood Materials to a third party, except in the case of Outputs, Customer may use them consistent with Section 4 herein; (b) use BuyerConnect to develop and/or provide any product or service that substantially competes in any way with HowGood; (c) reverse engineer, decompile, disassemble, seek to access, or otherwise attempt to derive the source code, underlying data, method of operation or non-public APIs to

BuyerConnect or other HowGood Materials; (d) modify or create derivative works of BuyerConnect or copy any element of BuyerConnect; (e) remove or obscure any proprietary or other notices in BuyerConnect or HowGood Materials; (f) publish benchmarks or performance information about BuyerConnect; (g) interfere with BuyerConnect's operation, circumvent their access restrictions or conduct any security or vulnerability test of BuyerConnect; or (h) transmit any viruses or other harmful materials to HowGood.

4. **HowGood Customer Relationships.** Customer is solely responsible for managing its own relationships with those HowGood Clients to which it has consented HowGood share Outputs and/or specific Customer Data, whether such HowGood Clients have been specifically named by Customer in its information sharing request or are generally included in the HowGood Materials Directory to which Customer has agreed to be published. This includes, if applicable, any necessary agreements governing such HowGood Customers' use of such Outputs and/or Customer Data. Customer hereby releases and discharges HowGood of and from any and all claims, causes of action, damages, losses, liabilities and demands whatsoever, arising out of HowGood Customers' use of any data transferred in accordance herein.

## 7. Proprietary Rights.

1. **HowGood.** HowGood and its licensors are, and shall remain, the sole and exclusive owner of all right, title (including all proprietary and Intellectual Property Rights) in and to all HowGood Materials and Services provided herein, including all Outputs, ideas, concepts, inventions, systems, data, software, interfaces, tools, utilities, templates, forms, dashboards techniques, methods, processes, algorithms, know-how, trade secrets and other technologies, implementations and information that are used by HowGood in providing the Services, including any modifications or improvements to these items. To the extent that the Services incorporate any Outputs, HowGood hereby grants Customer a non-exclusive, non-assignable, non-transferable, non-sublicensable royalty-free, fully paid-up, worldwide right and license to use the Outputs solely for (a) Customer's internal business purposes and (b) for any business to business conversations, where such Outputs shall be communicated with a timestamp and attributed to HowGood. Customer acknowledges and agrees that in using BuyerConnect, Customer is consenting to share all Outputs applicable to its Customer Data, whether or not such Outputs are available to Customer via BuyerConnect, with those HowGood Clients and third parties that Customer has identified to HowGood either by name or by generally opting into the HowGood Materials Directory. In no event shall HowGood share any underlying Customer Data to a third party unless Supplier specifically consents to doing so, in which case Customer shall identify which Customer Data HowGood may share and with which third parties. HowGood may suspend Customer's access to the Services if Customer breaches this license.
2. **Customer.** Customer and its licensors shall remain, the sole and exclusive owner of all right, title and interest in and to any documents, Customer Data, and other materials, including any updates, modifications, or improvements thereto, and any derivations therefrom, provided by the Customer to HowGood, including all Intellectual Property Rights therein ("**Customer Materials**"). Customer hereby grants to HowGood a worldwide, non-exclusive, royalty-free license to use, copy, store, access, process, reproduce, perform, display, transmit, operate, maintain, modify and prepare derivative works of the Customer Materials as required by HowGood to provide the respective Services to Customer under this Agreement. This includes sharing Customer Data with Customer's Partners and or other HowGood Clients as configured by Customer.
3. **General Knowledge; Feedback.** Customer agrees that HowGood is free to reuse all general knowledge, experience, know-how, works and technologies acquired during provision of the Services hereunder. Customer may, but is not required to, provide suggestions, comments, ideas, or know-how, in any form, to HowGood related to BuyerConnect, the Services, or other relevant technology ("**Feedback**"). Any Feedback received from Customer shall be entirely voluntary on the part of Customer and may be used by HowGood without obligation of any kind to Customer.

**8. Confidentiality.** As receiving party, each party will (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement and (b) only use Confidential Information to fulfil its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know provided it remains responsible for their compliance with this section and they are bound to confidentiality obligations no less protective than this section. The receiving party shall promptly notify the disclosing party of any actual or suspected misuse or unauthorized disclosure of any of the Confidential Information. In the event of any termination or expiration of this Agreement, each receiving party will either return or, at the disclosing party's request, destroy the Confidential Information of the other disclosing party; provided however, that each receiving party may retain copies of the disclosing party's Confidential Information for routine backup and archival purposes subject to the confidentiality obligations set forth herein. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing party's Confidential Information. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this section. Nothing in this Agreement prohibits either party from making disclosures, including of Customer Data and other Confidential Information, if required by Law, subpoena or court order, provided, if practicable, the receiving party provides adequate notice and assistance to the disclosing party for the purpose of enabling the disclosing party to prevent and/or limit such disclosure.

**9. Information Security.** HowGood uses reasonable technical and organizational measures designed to protect the Services and Customer Data as described in its security policies, available at <https://www.howgood.com/security/>.

**10. Usage Data and Personal Data.**

**1. Usage Data.** HowGood may collect Usage Data and use it to operate, improve and support the Services and for other lawful business practices, such as analytics, benchmarking and reports. However, HowGood will not disclose Usage Data externally, including in benchmarks or reports, unless it has been (a) de-identified so that it does not individually identify Customer, its Users or any other person and (b) aggregated with usage data across other HowGood customers and users.

**2. Personal Data.** Each party will comply with the provisions and obligations imposed on them by Data Protection Laws at all times when processing Personal Data in connection with this Agreement. To the extent that a party shares Personal Data with another, it warrants and represents that it has the right under applicable Data Protection Laws to do so and that it has obtained all necessary consents from the relevant data subjects whose Personal Data is being shared. Each party will maintain records of all processing operations under its responsibility that contain at least the minimum information required by Data Protection Laws, and shall make such information available to any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws on request. If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, it will as soon as reasonably practicable notify the other party and it will provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication. Customer will not include or allow to be included in the Customer Data any Personal Data. The parties agree that HowGood acts as a "controller" when processing any Personal Data of data subjects in the UK or European Economic Area in connection with this Agreement, including but not limited to contact information and login credentials concerning Users or prospective Users.

**11. Warranties and Disclaimers.**

**1. HowGood Limited Warranty.** HowGood warrants to Customer that the Services will perform materially as described in the Documentation and HowGood will not materially decrease the overall functionality of the

Services during a Subscription Term (the “**Limited Warranty**”). If HowGood breaches this Limited Warranty and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue, then HowGood will, at its own expense, either: (i) promptly replace or repair the Services with a solution that materially conforms to the Documentation; or (ii) if HowGood cannot promptly repair or replace the Services, HowGood may terminate this Agreement and refund to Customer any fees for the Services that were pre-paid for the then-current term, pro-rated for the remainder thereof. These procedures are Customer’s exclusive remedy and HowGood’s entire liability for breach of the warranties herein. These warranties do not apply to (a) issues caused by misuse or unauthorized modifications, or (b) issues in or caused by Third-Party Platforms or other third-party systems.

2. **Customer.** Customer represents and warrants to HowGood that Customer owns all rights, title and interest in and to the Customer Data, or that Customer has otherwise secured all necessary rights in the Customer Data as may be necessary to permit the access and use thereof as contemplated by this Agreement.
3. **Disclaimers.** THE SERVICES PROVIDED BY OR ON BEHALF OF HOWGOOD ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND HOWGOOD EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ADVISED OF THE PURPOSE), ACCURACY, COMPLETENESS, TITLE, NON-INFRINGEMENT, AND/OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. HOWGOOD DOES NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE. HOWGOOD SHALL NOT BE RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY CUSTOMER, THIRD PARTY SOURCES, OR HOWGOOD CLIENTS OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT HOWGOOD HAS NO CONTROL OVER HOW CUSTOMER MAY INTERPRET OR USE THE HOWGOOD MATERIALS OR CONTENT, OR WHAT ACTIONS CUSTOMER MAY TAKE AS A RESULT OF HAVING BEEN EXPOSED TO THE HOWGOOD MATERIALS OR CONTENT. CUSTOMER RELEASES HOWGOOD FROM ALL LIABILITY RELATING TO CUSTOMER’S USE OR INABILITY TO USE ANY HOWGOOD MATERIALS OR CONTENT.

## 12. Limitations of Liability.

1. **Consequential Damages Waiver.** Except for Excluded Claims, neither party will have any liability arising out of or related to this Agreement for any damages for loss of profits, revenue, data, or data use, failure of security mechanisms, interruption of business or any indirect, special, incidental, exemplary, punitive, special, reliance or consequential damages of any kind, even if informed of their possibility in advance, including, without limitation, any liability related to the procurement of substitute goods. The foregoing limitations form an essential basis for this agreement and shall survive regardless of the failure of any remedy of its essential purpose.
2. **Liability Cap.** Except for Excluded Claims, each party’s (and its suppliers’) entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Customer to HowGood during the prior 12 months under this Agreement preceding the first event giving rise to such liability.
3. **Excluded Claims.** “**Excluded Claims**” means: (a) Customer’s breach of its obligations in Section 6 (Customer Obligations); (b) either party’s breach of Section 8 (Confidentiality); or (c) amounts payable to third parties under the indemnifying party’s obligations in Section 13 (Indemnification).

13. **Indemnification.** Customer will defend HowGood from and against any third-party claim to the extent resulting from Customer Data, Customer Materials, Customer’s misuse of any Services. Customer will indemnify and hold harmless



HowGood against any damages or costs awarded against HowGood (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the claim.

14. **Publicity.** Each party grants the other party a limited, non-transferable, non-exclusive license to include such party's name and standard logo within marketing and promotional materials, provided such materials are approved in writing by the other party prior to public distribution or dissemination. Notwithstanding the foregoing, without further approval, upon full execution of an Order Form, HowGood may use and display Customer name and logo on HowGood's website and other materials solely for the purposes of identifying Customer as a customer and may announce its relationship with Customer in its marketing and media channels.
15. **Force Majeure.** Neither party is liable for any delay or failure to perform any obligation under this Agreement due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster. Such party shall use commercially reasonable efforts to cure any such failure or delay in performance arising from such a condition, and shall timely advise the other party of such efforts. If such delay continues for more than ninety (90) days, the performing party may, upon not less than ten (10) days prior written notice to the non-performing party, terminate this Agreement.
16. **Miscellaneous.** This Agreement is not assignable or transferable by the Customer without HowGood's consent. Except with respect to claims for injunctive or other equitable relief, which may be brought at any time before any court of competent jurisdiction, all disputes arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in English in New York City, New York, USA, in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") then in effect, by an arbitrator selected in accordance with said JAMS' rules. Judgment upon the award so rendered may be entered in a court having jurisdiction. This Agreement is governed by the laws of the State of New York and the United States without regard to conflicts of laws provisions. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in New York County, New York State and both parties submit to the personal jurisdiction of those courts. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs. Any notice or consent under this Agreement shall be made in writing, addressed, if to HowGood to [legal@howgood.com](mailto:legal@howgood.com), and if to Customer to the email address you have provided in the relevant Order Form. This Agreement, including all Order Forms, is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement. Except as otherwise provided herein, any amendments, modifications or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by HowGood; any of these Customer documents are for administrative purposes only and have no legal effect. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect. HowGood may use subcontractors and permit them to exercise HowGood's rights, but HowGood remains responsible for their compliance with this Agreement and for its overall performance under this Agreement. Customer and HowGood are independent contractors, not agents, representatives, partners, or joint venturers. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.