

HowGood Supplier Use and Non-Disclosure Agreement

This Supplier Use and Non-Disclosure Agreement ("**Agreement**") is entered into by and between HowGood, PBC ("**HowGood**") and the entity or person accessing certain of HowGood's free and limited supplier product offerings ("**Supplier**"), including but not limited to HowGood's SupplierConnect and/or Supplier Portal (each, a "**Supplier Product**").

Now, therefore, in consideration of the mutual covenants set forth herein, the parties agree as follows:

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 the Supplier Products and/or the Services. Supplier's Confidential Information means Supplier Data.
2. "**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.
3. "**HowGood Customer**" means a customer who has purchased Services from HowGood.
4. "**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 Supplier Products and/or the Services; 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 Platform, Platform Data, Outputs, and any other Confidential Information of HowGood.
5. "**HowGood Materials Directory**" refers to a directory of suppliers on the Platform available to all HowGood Customers. Supplier may elect when using a Supplier Product to make itself visible and available via the HowGood Materials Directory to any HowGood Customer, whether such HowGood Customer has a pre-existing business relationship with Supplier or not. In so doing, Supplier may opt to make available to general HowGood Customers any relevant Outputs and or specific Supplier Data it chooses.
6. "**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction.
7. "**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.
8. "**Outputs**" means any documents, reports, graphics, or other content, including HowGood's impact calculations and Sustainability Scorecard offering, that are created or developed by on behalf of Supplier

through use of a Supplier Product, which connects Supplier Data with Platform Data, including but not limited to any calculations or assessments based on ingredient, sourcing geography, standard, or other, non-supplier impact assessments.

9. **"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.
 10. **"Platform"** means HowGood's sustainability software and data platform currently known as **"Latis"** and its solutions (including, in each case, any successor solutions thereto with substantially similar functionality).
 11. **"Platform Data"** means, with the exception of Supplier Data and Outputs, all data, information, or other materials or content, including all text, audio, video, photographs, graphics and other media provided through the Platform and/or Supplier Products, flat files, API call or other data exchanges, including sustainability attributes, impact metrics and assessments based on ingredients and sourcing geography, standard, or other, non-Supplier impacts assessments.
 12. **"Services"** means any products, services (including professional services), and/or data made available by HowGood to HowGood Customers, including through use of the HowGood Platform and as modified from time to time. The Services include HowGood Materials.
 13. **"SupplierConnect"** means the HowGood offering that allows a Supplier to share any applicable Outputs and/or Supplier Data with the HowGood Customers of Supplier's choosing and/or with the HowGood Materials Directory more generally in order for such HowGood Customers to evaluate and/or do business with Supplier.
 14. **"Supplier Data"** means any information, data, content or materials that Supplier submits to HowGood for use in connection with the Supplier Products, whether the information and/or data is in its original form or as it may be subsequently modified by HowGood or Supplier. Supplier Data shall not include Usage Data, Platform Data, Outputs, or Personal Data.
 15. **"Supplier Portal"** means any online webpage, portal, or other offering facilitated by HowGood, including but not limited to its "Ingredient Supplier Portal" and "Product Sustainability Portal," whereby a Supplier can share or upload Supplier Data in exchange for a sample Output from HowGood and/or that allows a Supplier to share any applicable Outputs and/or Supplier Data with the HowGood Customers of Supplier's choosing and/or with the HowGood Materials Directory more generally in order for such HowGood Customers to evaluate and/or do business with Supplier.
 16. **"Usage Data"** means HowGood's technical logs, data and learnings about Supplier's use of the Supplier Products. Usage Data shall exclude Supplier Data.
 17. **"User"** means any employee or contractor of Supplier that Supplier allows to use the Supplier Product on its behalf.
2. **Supplier Products.** As part of its Supplier Product offerings, HowGood may calculate Outputs based on Supplier Data. A subset of Outputs may be available to Supplier for use in accordance with the license restrictions herein. In the case of SupplierConnect, such Outputs may include a carbon impact score. In the Case of a Supplier Portal, such Outputs may include a Sustainability Scorecard. HowGood reserves the right to modify these Output offerings from time to time. Through its Supplier Products, HowGood also offers Supplier an opportunity to share Outputs and select Supplier Data with the HowGood Customers of Supplier's choosing and/or with the HowGood Materials Directory more generally.

3. Supplier Obligations.

1. **Supplier Data.** Supplier agrees that Supplier is solely responsible for the accuracy, correctness, and completeness of Supplier Data provided to HowGood, and that inaccurate, dated, or incomplete data or information may result in inaccurate assessments of an Output. Supplier agrees to comply with Laws in using the Supplier Products. Supplier 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 Supplier Data as contemplated by this Agreement.
2. **Users.** Supplier is responsible for its Users' compliance with this Agreement. Supplier 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.** Supplier will not: (a) provide access to, distribute, sell or sublicense the Supplier Products or HowGood Materials to a third party, except in the case of Outputs, Supplier may use them consistent with Section 4 herein; (b) use the Supplier Products 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 the Supplier Products or other HowGood Materials; (d) modify or create derivative works of the Supplier Products or copy any element of the Supplier Products; (e) remove or obscure any proprietary or other notices in the Supplier Products or HowGood Materials; (f) publish benchmarks or performance information about the Supplier Products; (g) interfere with the Supplier Products' operation, circumvent their access restrictions or conduct any security or vulnerability test of the Supplier Products; or (h) transmit any viruses or other harmful materials to HowGood.
4. **HowGood Customer Relationships.** Supplier is solely responsible for managing its own relationships with those HowGood Customers to which it has consented HowGood share Outputs and/or specific Supplier Data, whether such HowGood Customers have been specifically named by Supplier in its information sharing request or are generally included in the HowGood Materials Directory to which Supplier has agreed to be published. This includes, if applicable, any necessary agreements governing such HowGood Customers' use of such Outputs and/or Supplier Data. Supplier 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.

4. Proprietary Rights.

1. **HowGood.** HowGood and its licensors are, and shall remain, the sole and exclusive owner of all right, title (including all Intellectual Property Rights) in and to all HowGood Materials, Supplier Products, and Services, including all ideas, concepts, inventions, systems, data, software, methods, processes, algorithms, know-how, trade secrets, and information that are used by HowGood in providing the Supplier Products and/or Services, including any modifications or improvements to these items. HowGood hereby grants Supplier a non-exclusive, non-assignable, non-transferable, non-sublicensable royalty-free, fully paid-up, worldwide right and license for the relevant Outputs solely as described herein:
 1. **SupplierConnect License.** Supplier may access and use the Output(s) available to it via SupplierConnect solely for (a) Supplier'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. Supplier acknowledges and agrees that in using SupplierConnect, Supplier is consenting to share all Outputs applicable to its Supplier Data, whether or not such Outputs are available to Supplier via SupplierConnect, with those HowGood Customers that Supplier has identified to HowGood either by name or by generally opting into the HowGood Materials Directory. In no event shall HowGood share any underlying Supplier Data to a HowGood Customer unless Supplier specifically consents to doing so, in which case Supplier shall identify which Supplier Data HowGood may share and with which HowGood Customers.

2. **Supplier Portal License.** Supplier may access and use the Output(s) available to it via the Supplier Portal solely for Supplier's business to business communications. Supplier acknowledges and agrees that in using the Supplier Portal, Supplier is consenting to share all Outputs applicable to its Supplier Data, whether or not such Outputs are available to Supplier via the Supplier Portal, with those HowGood Customers that Supplier has identified to HowGood either by name or by generally opting into the HowGood Materials Directory. In no event shall HowGood share any underlying Supplier Data to a HowGood Customer unless Supplier specifically consents to doing so, in which case Supplier shall identify which Supplier Data HowGood may share and with which HowGood Customers.

2. **Supplier.** Supplier and its licensors shall remain, the sole and exclusive owner of all right, title and interest in and to any Supplier Data, including all Intellectual Property Rights therein. Supplier 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 Supplier Data as required by HowGood to provide the Supplier Products and the Services as contemplated by this Agreement. This includes using the Supplier Data to calculate and share the relevant Outputs with those HowGood Customers that Supplier has identified to HowGood in accordance with this Agreement.

5. **Term and Termination.** This Agreement shall expire five (5) years after the date of this Agreement, unless earlier terminated as provided herein. Either party may terminate this Agreement for any reason upon written notice to the other party. Upon termination, at HowGood's request, Supplier will return or destroy the copies of any HowGood Materials supplied under this Agreement and Supplier's access to the Supplier Products will cease.

6. **General Knowledge; Feedback.** Supplier agrees that HowGood is free to reuse all general knowledge, experience, know-how, works and technologies acquired during provision of the Supplier Products hereunder. Supplier may, but is not required to, provide suggestions, comments, ideas, or know-how, in any form, to HowGood related to Supplier Products, the Services, or other relevant technology ("**Feedback**"). Any Feedback received from Supplier shall be entirely voluntary on the part of Supplier and may be used by HowGood without obligation of any kind to Supplier.

7. **Usage Data.** HowGood may collect Usage Data and use it to operate, improve and support the Supplier Products and/or Services and for other lawful business practices, such as analytics, benchmarking and reports. HowGood may share Supplier's Usage Data with those specific HowGood Customers that Supplier has consented to sharing information with as outlined herein. For the avoidance of doubt, Usage Data shall not be shared with all HowGood Customers when Supplier opts into being listed on the HowGood Materials Directory. In all other cases, 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 Supplier, its Users or any other person and (b) aggregated with usage data across other HowGood Customers and/or Supplier Product users.

8. **Personal Data.** Each party will comply with the 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 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 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 provide reasonable cooperation and assistance in relation thereto. 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.

9. **Disclaimer of Warranties.** THE SUPPLIER PRODUCTS, HOWGOOD MATERIALS AND ALL RELATED SERVICES PROVIDED BY OR ON BEHALF OF HOWGOOD ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OR 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 SUPPLIER PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. HOWGOOD DOES NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SUPPLIER PRODUCTS WILL BE EFFECTIVE, RELIABLE OR ACCURATE. HOWGOOD SHALL NOT BE RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY SUPPLIER, THIRD PARTY SOURCES, OR HOWGOOD CUSTOMERS OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SUPPLIER PRODUCTS.
10. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, WHETHER RESULTING FROM A TORT, BREACH OF CONTRACT, WARRANTY OR OTHER FORM OF ACTION, WILL HOWGOOD BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES WHETHER OR NOT SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWGOOD'S ENTIRE LIABILITY FOR DIRECT DAMAGES IN CONNECTION WITH SUPPLIER'S USE OF THE SUPPLIER PRODUCTS AND THIS AGREEMENT SHALL BE LIMITED TO FIFTY DOLLARS (\$50).
11. **Indemnity.** Supplier agrees to defend, indemnify, and hold HowGood harmless from and against any demands, loss, liability, claims, or expenses (including attorneys' fees) made against HowGood by any third party due to or arising out of or related to (1) Supplier's misuse of any Supplier Product(s), (2) Supplier Data, or (3) any act or omission in violation of this Agreement.
12. **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 Supplier 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.
13. **Information Security.** HowGood uses reasonable technical and organizational measures designed to protect the Services, Supplier Products, and Supplier Data as described in its security policies.
14. **Miscellaneous.** This Agreement is not assignable or transferable by Supplier 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, and if to Supplier to the email address Supplier previously provided to access the Supplier Products. 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. Supplier 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.