



## ISCC EUDR Add-On Terms of Use

As of: Dec 2024

# EUDR Add-on - Terms of Use

### Preamble

ISCC provides the web-based application "EUDR Add-on", based on the web-based application "EUDRx" operated by ISCC's partner GRAS Global Risk Assessment Services GmbH (hereinafter "**GRAS**"), to support System Users of ISCC Certification Systems in complying with the specific requirements of the European Regulation EU 2023/1115 (Regulation on Deforestation-free products – EUDR) with regard to commodities and products whose Sustainability Characteristics are otherwise verified under said ISCC Certification System. System Users may license the EUDR Add-on as part of their ISCC Registration (new or existing). However, use of the EUDR add-on and/or auditing the content it generates does **NOT CONSTITUTE PROOF OF COMPLIANCE** with the requirements of the EUDR.

### 1. Definitions

- 1.1 Capitalised terms shall have the meaning as defined in this Clause 1 or other provisions of these EUDR Terms or in other parts of the System Usage Agreement, in particular the Terms of Use of the System Usage Agreement.
- 1.2 **Affiliated Third Party** means companies affiliated with ISCC within the meaning of Sections 15 seq German Stock Corporation Act (AktG) (e.g. GRAS).
- 1.3 **Affiliated Third-Party Service** means the Third-Party Service offered by an Affiliated Third Party.
- 1.4 **Certificate** means a conformity statement issued by a Certification Body which certifies that a System User complies with the requirements of the ISCC Certification System.
- 1.5 **Certification** means a procedure to check the prerequisites for issuing a Certificate under an ISCC Certification System conducted by a CB or the attestation of the successful completion of this procedure by issuance of a Certificate.
- 1.6 **Certification Agreement** is the contract concluded between the System User and the Certification Body.

- 1.7 **Certification Body (CB)** is the certification body contracted by the System User.
- 1.8 **Certification Period** means the period from the first to the last day of validity of a Certificate.
- 1.9 **Data** means data of the System User or Third-Party Data, or any other information relating to the Certification of the System User or the use of the EUDR Add-on, including all Personal Data related to these matters.
- 1.10 **EUDR** means the European Regulation EU 2023/1115 of 31 May 2023 on the making available on the Union market and the export from the Union of certain commodities and products associated with deforestation and forest degradation and repealing Regulation (EU) No 995/2010 in its currently applicable version.
- 1.11 **EUDR Terms** means these Terms of Use for the EUDR Add-on.
- 1.12 **Guidance Document** means the ISCC Guidance Document 202-09 “EUDR Add-on” in its currently applicable version.
- 1.13 **Intellectual Property** means any and all intellectual property rights of any kind including but not limited to, patents, design rights, copyrights, (including rights in software) trademarks, trade names, domain names, moral rights, service rights, service marks, know-how, database rights, designs, trade secrets, and/or any pending applications for such rights, or other rights under the law of any applicable jurisdiction, (whether registered or unregistered) anywhere in the world.
- 1.14 **Internal Users** means the users authorised to utilise the System User’s access to the EUDR Add-on, e.g. owners, representatives or employees of the System User, employees of System User’s affiliated companies (pursuant to Sections 15 et seq. of the German Stock Corporation Act), freelancers or service providers of the System User.
- 1.15 **ISCC Certification System** is a Certification System operated by ISCC.
- 1.16 **Licence** is the licence of the EUDR Add-on as defined in Clause 4.1 and subject to the documents mentioned in Clause 2.1.
- 1.17 **Licence Agreement** is the agreement between the Parties regarding the Licence, in addition to the existing System Usage Agreement.
- 1.18 **Materials** are raw materials (including wastes and residues), intermediate products or final products whose Sustainability Characteristics are subject to Sustainability Requirements that are to be demonstrated by the application of a Certification System.
- 1.19 **Party / Parties** mean one of the parties / both parties of this Licence Agreement.
- 1.20 **Personal Data** means any information relating to an identified or identifiable natural person (data subject) as defined in Art. 4(1) Regulation (EU) 2016/679 (General Data Protection Regulation – **GDPR**).
- 1.21 **Registration** means the web-based conclusion of the System Usage Agreement with ISCC.
- 1.22 **Registration Form** means the form on the ISCC website that must be completed and submitted to ISCC to apply for Registration.
- 1.23 **Sustainability Characteristics** are information about Materials such as – but not limited to – information on the country of origin of the raw material, sustainability of production, greenhouse gas emissions and savings, that make them eligible to be considered as sustainable under the relevant ISCC Certification System.
- 1.24 **Sustainability Requirements** are Sustainability Characteristics that are required by states, inter- or supranational organisations (e.g. the European Union),

regulators, non-governmental organisations or interest groups in international agreements, legislation, regulatory or judicial orders, or voluntary standards.

- 1.25 **System Documents** are the documents that define the System Standards and are published on the ISCC website in their applicable binding versions, where applicable with their effective date.
- 1.26 **System Standards** are the rules (e.g. principles, standards, requirements, procedures, policies) of an ISCC Certification System as defined in the System Documents, System Updates and Guidance Documents.
- 1.27 **System Updates** are changes to the System Standards that are communicated to System Users and CBs by e-mail or other means.
- 1.28 **System Usage Agreement** is the agreement concluded between ISCC and the System User.
- 1.29 **System User** means any natural or legal person that concludes a System Usage Agreement with ISCC.
- 1.30 **Terms** means the Terms of Use of the System Usage Agreement.
- 1.31 **Third Party** means a person or entity subject to the Certification or Certificate of the System User, as for example points of origin, agricultural operations, farms, plantations.
- 1.32 **Third-Party Data** means Data of Third Parties.
- 1.33 **Third-Party Services** means services of third parties that go beyond and supplement the services provided by ISCC on the basis of this Licence Agreement.
- 1.34 **Transactions** means transactions of Materials whose Sustainability Characteristics are demonstrated by use of an ISCC Certification System and which are at the same time subject to the EUDR.
- 1.35 **Underlying Datasets** means the datasets which have been incorporated the EUDR Add-on.
- 1.36 **User Data** means data which the System User enters, uploads or otherwise introduces into the EUDR Add-on.

## 2. Subject, Scope and Precedence

- 2.1 These EUDR Terms, including its Annexes (Clause 15), apply, in conjunction with the other provisions of the System Usage Agreement, to the use of the EUDR Add-on by the System User, and to this extent form an integral part of the System Usage Agreement. Otherwise, the System Usage Agreement shall remain unaffected.
- 2.2 **Conflicts.** In the event of conflicts between these EUDR Terms, other provisions of the System Usage Agreement, the Guidance Document or applicable System Standards, applicable System Standards and those provisions of the Guidance Document that are system-related in nature, in particular those that are relevant for or related to the function or integrity of the ISCC Certification System or the EUDR Add-on, shall always prevail. Otherwise, these EUDR Terms take precedence exclusively with regard to the Licence and only insofar as these EUDR Terms include express provisions to this end; otherwise they shall have lower priority. In the event of conflicts between these EUDR Terms and the Guidance Document, the EUDR Terms prevails over those provisions of the Guidance Document that are not system-related in nature.
- 2.3 **No Deviating Terms.** Deviating terms and conditions of the System User are explicitly rejected.
- 2.4 **Additional Services by ISCC or Third Parties.** Any additional services offered by ISCC not explicitly covered by this Licence Agreement or any Third-Party Services (Clause 13) are subject to separate agreement.

## 3. Conclusion of Licence Agreement

- 3.1 **New System Users (Applicants).** Economic Operators who are not yet System Users may include the application for concluding a Licence Agreement for use of the EUDR Add-on for specific Certificates in their application to conclude a System Usage Agreement (Registration) by ticking this option for each respective Certificate in the Registration Form. In this case the Licence Agreement is concluded upon the conclusion of the System Usage Agreement and in accordance with the provisions applicable to the conclusion of the System Usage Agreement. ISCC reserves the right to specifically reject the application to license the EUDR Add-on without stating reasons.
- 3.2 **Existing System Users.** Existing System Users who want to add the licence to use the EUDR Add-on to a Certificate must add this licence by selecting the respective option in the ISCC HUB. Submitting this selection to ISCC constitutes a binding offer to conclude the Licence Agreement. The Licence Agreement is concluded upon receipt of ISCC's confirmation e-mail by the System User.
- 3.3 **Acceptance of Terms.** By adding the EUDR Add-on at initial Registration or in the ISCC HUB the Economic Operator or System User acknowledges to have read, understood and agreed to these EUDR Terms and the Guidance Document, published on the ISCC website.

## 4. Scope of Licence

- 4.1 **Licence.** Subject to the documents referred to in Clause 2.1, ISCC grants to the System User a non-exclusive, non-transferable, non-sublicensable, revocable and temporary (see Clause 11) right to use the EUDR Add-on within its organisation

for the sole purpose of supporting System User's compliance with the requirements of the EUDR in relation to Material within the scope of the Certificate for which the EUDR Add-on is licensed. The scope of the use is further defined in the Guidance Document.

- 4.2 **Internal Users and Access Information.** The Licence is limited exclusively to the System User and its Internal Users. The System User shall be fully liable for any use of the EUDR Add-on by Internal Users and shall ensure that Internal Users are aware of and respect any and all restrictions for the use of the EUDR Add-on as set out in this Licence Agreement. Distribution and usage of the personal accesses within the System User's organisation are exclusively subject to the System User's discretion and control. Personal access information must be kept confidential and not shared with others. ISCC may employ appropriate technical safeguards to detect and prevent unauthorised access to accounts. System User shall promptly notify ISCC of any suspected or alleged violation of this Licence Agreement and shall cooperate with ISCC with respect to investigation of such violations as well as to any action by ISCC to enforce this Licence Agreement.
- 4.3 **Support.** ISCC shall provide support in accordance with the Guidance Document.
- 4.4 **Provided-As-Is.** ISCC will use reasonable care and skill in operating and providing the EUDR Add-on and will use commercially reasonable efforts to promptly remedy any faults of which ISCC becomes aware. However, ISCC provides the EUDR Add-on "as is" and "as available", without any express or implied warranty of any kind.
- 4.5 **Availability.** ISCC endeavours to achieve an annual average availability of the EUDR Add-on of at least 95 (ninety-five) percent. This does not include periods of non-availability due to (i) the non-availability of technical access requirements on the side of the System User, (ii) disruptions to the data transmission networks, or (iii) unauthorised access or attacks by third parties on the technical systems of ISCC or the vicarious agents of ISCC. Also, not included are periods of non-availability due to updating measures or routine or announced maintenance. In the event of a failure to provide the EUDR Add-on over a significant period of time outside the periods of unavailability referred to in Sentences 2 and 3 above, the System User shall only be entitled to a reduction or refund of fees pro rata temporis. Clause 10.3 (Force Majeure) remains unaffected.
- 4.6 **Future Development.** Though under no obligation, contractual or otherwise, to improve, supplement, update or add new functions to the EUDR Add-on, ISCC may need to modify features and functionality from time to time in order make the EUDR Add-on better, smarter or more secure or to adapt it to changed conditions (e.g. changes in third-party operated platforms or environments used to provide the EUDR Add-on, change of market, regulatory or legal conditions). ISCC will inform the System User of such changes and endeavour to avoid disadvantages for the System User. Any such changes are made at no additional cost to the System User during the current billing period. Clause 7.5 remains unaffected. If ISCC changes the EUDR Add-on in a manner that materially reduces or alters functionality to the disadvantage of the System User or limits access to certain features of the EUDR Add-on, the System User shall be entitled to terminate this Licence Agreement with effect from the effective date of the changes or up to 30 (thirty) days after receiving the notification of the changes, whichever is longer. In such case, the System User will be provided with a pro-rata temporis refund of any pre-payment. If, due to changed conditions (as referred to above), it becomes necessary for ISCC to adapt parts the EUDR Add-on, ISCC may discontinue the

provision of the affected parts of the EUDR Add-on, or, if significant parts or the entire EUDR Add-on are affected, terminate this Licence Agreement at the time the changed conditions make the adaption necessary.

4.7 **Discontinuation of Service.** ISCC is entitled to discontinue the further provision of the EUDR Add-on or parts thereof in the event of

- a) the System User not fulfilling its payment obligations after the second reminder with a payment deadline and threat of termination of the service in the event of non-payment within this deadline,
- b) non-acceptable use of the EUDR Add-on or violation of obligations of the System User or Internal Users pursuant to Clauses 5.1 – 5.3,
- c) violations of Intellectual Property rights (including any third-party property rights) by the System User or Internal Users,
- d) legal obligations, in particular due to changes in law, that hinder the further provision of the EUDR Add-on,
- e) termination of ISCC's co-operation with partners or suppliers who are essential for the provision of the EUDR Add-on,
- f) IT security risks,
- g) the suspension, withdrawal or termination of System User's Certificate.

With the exception of lit. a and g, ISCC will, if possible notify the System User of the discontinuation 14 (fourteen) calendar days before the discontinuation takes effect, otherwise immediately after becoming aware of the event giving rise or reason to the discontinuation. If an immediate discontinuation is necessary, in particular in the cases of lit. a and g, the System User will be notified immediately after the discontinuation has taken effect. Clause 10.2 remains unaffected. The discontinuation does not affect the System User's obligation to pay the fees according to Clause 7 and periods of non-use due to discontinuation do not entitle the System User to any reduction in fees.

4.8 **Subcontracting.** ISCC is entitled to employ subcontractors to fulfil its contractual obligations under this Licence Agreement.

## 5. Obligations of the System User

5.1 **Valid Certification and Compliance.** The System User may only use the EUDR Add-on only as long as the ISCC Certificate is valid. Use of the EUDR Add-on during a suspension of the Certificate is prohibited. The EUDR Add-on may only be used for and in connection with Transactions. The use of the EUDR Add-on is subject to the relevant ISCC System Standards and the Guidance Document. The System User is obliged to fully comply with the relevant ISCC System Standards and the Guidance Documents. The EUDR Add-on may only be used for Materials that are explicitly named in the Certificate and for which ISCC is authorised to carry out on-site inspections. Violation of the System Standards or Guidance Documents will be sanctioned in accordance with the provisions of the System Standards and the System Usage Agreement. Further consequences of non-compliance remain unaffected.

5.2 **Access Data.** The System User and the Internal Users must not pass on to third parties (personal) access data and must keep this data protected against access by third parties. For security reasons, such access data must be changed before the first use. If there is reason to suspect that unauthorized persons have gained

knowledge of the access data, the System User must change, or cause the Internal Users to change, them immediately.

- 5.3 **Acceptable and Non-Acceptable Use.** The System User agrees not to use the EUDR Add-on in any manner not expressly permitted by this Licence Agreement, in particular contrary to Clause 4 or the purpose of the Licence. In particular, the System User must not (i) grant use to the EUDR Add-on or grant access information to the EUDR Add-on to third parties who are not Internal Users, (ii) damage, disable, overburden or impair the EUDR Add-on or any network connected to the EUDR Add-on or participate in any activity which interferes or may interfere with the efficiency of the EUDR Add-on, (iii) automatically access the EUDR Add-on or retrieve its content, systematically compile or reproduce essential parts of the EUDR Add-on's content, remove references to copyrights, create or use reproductions that do not exclusively serve the purpose of granting this Licence, (iv) analyse, reverse engineer, disassemble, or decompile the software of the EUDR Add-on or apply any other process or procedure to derive the source code of any of such software, or (v) use the Licence or the EUDR Add-on, directly or indirectly, to offer any service that competes with the EUDR Add-on or make any other form of commercial use of the EUDR Add-on beyond what is granted in this Licence Agreement, in particular to resell the EUDR Add-on or parts thereof. Any use beyond that specified in Clause 4 is not permitted and requires prior individual written consent of ISCC, unless such use is permitted by mandatory statutory provisions. ISCC is entitled to take technical measures to prevent unauthorised use.
- 5.4 **Immediate Notification.** System User agrees to contact ISCC immediately if it suspects non-acceptable use of its account or any security breach.
- 5.5 **Technical Requirements.** The System User is solely responsible for creating and maintaining the technical requirements pursuant to Annex F ("Technical Requirements") to use the EUDR Add-on. ISCC reserves the right to make technical changes, in particular changes with regard to the hardware and software required to use the EUDR Add-on, in order to adapt to the state of the art and to optimise the EUDR Add-on, and will inform the System User hereof in good time. In the event of further development or modification of technical components by ISCC or third parties (e.g. operating system, browser software), it is the sole responsibility of the System User to make the necessary adjustments to the software and hardware used by it.
- 5.6 **Backup.** ISCC will only temporarily store User Data to the extent technically required for the function of the EUDR Add-on, and not beyond the end of this Licence Agreement, and ISCC does not assume any liability for any further storage or backup of User Data. System Users must back up their User Data in a suitable form, so that it can be restored with reasonable effort. In the event of loss of temporarily stored data due to slight negligence ISCC shall only be liable subject to the conditions and to the extent stipulated in Clause 8.5 and only insofar as the System User has backed up its data in accordance with Sentence 2.

## 6. Intellectual Property

- 6.1 **Property and Reservation of Rights.** Except as expressly set out otherwise in this Licence Agreement, ISCC and GRAS retain all rights, title and interest in and to all their respective Intellectual Property related to the EUDR Add-on or its components and content.

- 6.2 **Third-Party Intellectual Property.** ISCC warrants that it holds the rights required for the System User's contractual use of third-party content or software components used by the EUDR Add-on or that such content or components are free from third-party property rights that conflict with the System User's contractual use of the EUDR Add-on. Underlying Datasets contain data originating from external sources. These are indicated within the EUDR Add-on. Use of any data originating from external sources may be subject to additional terms and conditions, as set by their respective right-holders, and may limit the use of the relevant data beyond what is provided for in this Licence Agreement. System User agrees to fully observe the specific terms and conditions which govern such data and accept to defend, indemnify and hold ISCC harmless from any claims or damages arising from the use thereof. If the System User recognizes or must recognize that a breach of third-party Intellectual Property rights to components or software used in the EUDR Add-on is imminent, System User is obliged to inform ISCC immediately.
- 6.3 **Right to Use System User Data and Logo.** Unless otherwise instructed by System User in writing (i) ISCC may identify System User as a user of the EUDR Add-on, and (ii) the System User grants to ISCC a non-exclusive licence, free of charge, to use the System User's logo and trademarks, and agrees that ISCC may use any logo, trademark and/or name associated with System User on the ISCC website and other marketing materials, also alongside with comparable data of other System Users of ISCC, for the duration of the Licence. ISCC consents to comply with all reasonable guidelines and directions of System User regarding the form, manner and application of such logos and trademarks. The System User may request ISCC to stop identifying the System User as a user of the EUDR Add-on and/or making use of its logos and trademarks anytime by submitting a request via the ISCC contact form.

## 7. Fees and Terms of Payment

- 7.1 **Fees and Billing Period.** The System User pays the fees for licensing the EUDR Add-on per each Certificate and per each billing period in accordance with the "ISCC Fees" in the currency quoted therein.
- 7.2 **Information Obligations.** The System User is obliged to provide all information required to calculate the fees. If the System User fails to do so or does not do so in good time, the respective fees will be calculated according to the highest classification or on the basis of an estimate by ISCC.
- 7.3 **Billing Period.** The billing period corresponds to the Certification Period of the Certificate. If the Licence Agreement is concluded during a Certification Period, the first billing period is the period from the conclusion of the Licence Agreement to the end of the current Certification Period; the full fee is also due in this case.
- 7.4 **Taxes:** Fees are exclusive of taxes and will be invoiced to the System User plus the legally applicable taxes. If the System User is exempt from paying taxes, the System User must provide ISCC with a valid proof of exemption.
- 7.5 **Adjustment of Prices.** ISCC reserves the right to adjust the fees with effect from the beginning of the next billing period after a price change pursuant to Clause 12.2 has come into force.
- 7.6 **Invoicing and Payment.** Fees will be invoiced in advance immediately after the start of the billing period. The fees will be invoiced by the Certification Body together with the certification fee. Payments shall be made exclusively to the



Certification Body, which will forward the fees to ISCC. Invoiced amounts are to be paid within 14 (fourteen) calendar days of receipt of the invoice in full to the stated account of the Certification Body, quoting the invoice number.

- 7.7 **Set-Off.** A Party may only offset against claims of the other Party with undisputed or judicially determined counterclaims.
- 7.8 **Default Interest.** If the System User is in arrears with payment for more than 1 (one) month, statutory default interest shall also be due according to § 288 para. 2 German Civil Code, currently in the amount of 9 (nine) percentage points above the base interest rate published semi-annually by the German Federal Bank.

## 8. Defects, Disclaimer, Liability

- 8.1 **Defects.** Information on the characteristics of the EUDR Add-on and technical specifications, including those in the Guidance Document, serve solely to describe the scope of the Licence and the product offered. They do not constitute a guarantee (or warranted quality) within the meaning of the German Civil Code. No guarantee promises of any kind are made and no warranties of any kind are given, whether express or implied, by ISCC. If any, claims for defects under this Licence Agreement shall become time-barred one year after the start of the statutory warranty period. Clause 13.1 remains unaffected.
- 8.2 **Availability.** Whilst ISCC will invest reasonable efforts to ensure the availability and functionality of the EUDR Add-on and its components according to the specification of the Licence in the Guidance Document, ISCC accepts no liability whatsoever for the availability of the EUDR Add-on or any loss of use of the EUDR Add-on. In the event of unavailability of the EUDR Add-on for more than 15 (fifteen) days in total per billing period, the System User shall be entitled to demand a reimbursement of the annual fee pro rata temporis.
- 8.3 **Disclaimer.** The System User shall use the EUDR Add-on at its own risk. While ISCC intends the deliverables provided by the use of the EUDR Add-on and related services to be reliable and reflective of the data and the technology available at ISCC's or their partners' disposal at the time of the preparation of the EUDR Add-on and related services, ISCC PROVIDES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, TIMELINESS, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OF THE DELIVERABLES, AND DISCLAIMS ANY LIABILITY RESULTING FROM ANY CONCLUSIONS THAT MAY BE DRAWN, ANY ACTIONS OR DECISIONS THAT MAY BE TAKEN, OR ANY LOSS OR DAMAGES THAT MAY BE SUFFERED DUE TO, BASED ON OR ARISING FROM THE USE OF THE EUDR ADD-ON AND RELATED SERVICES, WHICH THE SYSTEM USER UNDERSTANDS AND ACCEPTS. The System User agrees that neither the EUDR Add-on, nor any information generated with its help or provided by ISCC, or the verification of this information by auditors or applicable EUDR Add-on documentation constitutes legal advice or guarantees compliance with the EUDR and related legislation; nor does such information replace or constitute the risk assessment or due diligence report required by the EUDR. The System User agrees that the sole purpose of the EUDR Add-on and related services of ISCC is to support System Users in carrying out the risk assessments and preparing the associated documentation required for due diligence under the EUDR. The System User is aware of the limited accuracy and potential inaccuracy of satellite imagery and recognises that risk assessments conducted on the basis of such imagery and automated

processes do not guarantee the accuracy of these risk assessments. ISCC explicitly points out that the interpretations by authorities or courts or official application guidelines of the EUDR and related legislation may deviate from the understanding on which the development of the EUDR Add-on was based.

8.4 **Personal Injury.** ISCC shall be liable without limitation in accordance with the statutory provisions for damages due to injury to life, limb or health.

8.5 **Property and Financial Loss.** ISCC shall only be liable for property damage and financial loss, arising from

a) culpable breach of its material contractual obligations; in the event of slight negligence liability shall be limited to the typical damage foreseeable at the time of conclusion of this Licence Agreement. Material obligations are those obligations which are a prerequisite for the proper execution of this Licence Agreement, and on the observance of which the other Party may regularly rely;

b) gross negligent or intentional breach of other contractual obligations; in the event of gross negligence liability shall be limited to the typical damage foreseeable at the time of conclusion of this Licence Agreement.

In all other cases liability shall be excluded; liability under applicable mandatory statutory provisions (such as, e.g., the German Product Liability Act) shall remain unaffected.

8.6 **Non-Typical Damage.** The Parties agree that any lost profits, revenues, or business opportunities, or any indirect, special, incidental subsequent or consequential damages or any expenses whatsoever arising out of or in any way related to the use of or inability to use the EUDR Add-on or the support (if any) do not constitute any typical damage foreseeable for this Licence Agreement.

8.7 **Indemnity.** System User shall indemnify and hold harmless ISCC and its vicarious agents against, and compensate ISCC and its vicarious agents for, any harm, including damage, losses, fees, costs and other proprietary harm, paid or suffered by ISCC and/or its vicarious agents in respect of claims by third parties against ISCC and/or its vicarious agents resulting from or based on unlawful or unauthorized use of the EUDR Add-on by System User or with its approval.

8.8 **Notice and Mitigation.** It is System User's responsibility to notify ISCC immediately of any defects, faults or damage of the EUDR Add-on. Parties shall be obliged to take appropriate measures to prevent and mitigate any harm or damages occurring to them in connection with the use of the EUDR Add-on.

## 9. Data Protection, Confidentiality, Data Security

9.1 **Data Protection and Processing.** Parties shall act in accordance with all applicable data protection laws and standards, in particular the EU General Data Protection Regulation (GDPR). The System User instructs ISCC and the Certification Body to process Data, including Personal Data, in any way necessary in order to achieve the purposes of this Licence Agreement. The System User is aware that all Data, including Third-Party Data, that is contained in specific reports generated in connection with this Licence Agreement (e.g. EUDRx reports) can be transmitted to all economic operators in the supply chain and be published. The System User also agrees that ISCC will engage GRAS to process any such Data, and that ISCC and GRAS may exchange such Data between their servers. Data protection provisions of ISCC in connection with the use of the EUDR Add-on are set out in the current version of the data protection information on the ISCC

website. The System User is fully responsible and ensures that ISCC and GRAS may process Personal Data of Third Parties relevant for the performance of and in accordance with this Licence Agreement; the System User ensures that all affected data subjects are properly informed about the processing of their data by ISCC and GRAS.

9.2 **Data Security.** ISCC guarantees proper data processing and compliance with technical and organizational measures for data security in accordance with the standards and technologies used at ISCC, in particular to ensure the confidentiality and integrity of the data.

9.3 **Non-Disclosure.** Confidential Information shall be used and disclosed solely for the purposes and in accordance with this Licence Agreement, in particular in accordance with Clause 9.1. Otherwise, Parties undertake not to disclose Confidential Information to third parties. Affiliated companies of the Parties within the meaning of Sections 15 seq German Stock Corporation Act (AktG), certification bodies, operators of certification systems that serve the same purpose as the relevant Certification System, or sub-contractors who may need to know the confidential information for the execution of this Licence Agreement and the integrity of ISCC Certification Systems are not considered third parties for the purposes of this Clause 9.3. The obligations of confidentiality and use do not apply to information that:

a) was lawfully known to the receiving Party prior to receiving it from the disclosing Party;

b) is or becomes generally accessible or publicly known without breach of this Licence Agreement;

c) is lawfully received from a third party without any obligation of confidentiality;

d) must be disclosed or published due to law, court or official order, or is requested from competent authorities or regulatory bodies, provided that notice was given to the other Party of any such actual or anticipated requirement promptly upon becoming aware of it.

9.4 **Continuation.** The aforementioned confidentiality obligations shall continue to apply for a period of 2 (two) years after the termination of this Licence Agreement. All Confidential Information exchanged in the course of this Licence Agreement shall be destroyed or returned to the originator upon termination or expiration of this Licence Agreement, except for information that is subject to statutory retention obligations or whose retention is necessary to ensure ongoing compliance with Sustainability Requirements or the Integrity of the ISCC Certification System or other certification systems that serve the same purpose.

## 10. Force Majeure

10.1 **Non-Performance Due to Force Majeure.** Neither Party shall be responsible for non-performance with regard to the provision and use of the EUDR Add-on resulting from causes that are beyond the reasonable control of the non-performing Party and could not have been prevented by exercise of reasonable care and diligence of this Party (**Force Majeure Event**), provided that the non-performing Party uses commercially reasonable efforts to avoid or remove such causes of non-performance and continues performance with reasonable dispatch whenever such causes are removed. The other Party shall be released from its

obligations that are in a reciprocal relationship with the obligations affected by the Force Majeure Event.

- 10.2 **Notification.** The non-performing Party shall promptly notify the other Party in writing of the commencement and termination of such Force Majeure Event and document any evidence of the commencement, existence and termination of such event and of its effect on the ability of the non-performing Party to perform.
- 10.3 **Termination.** If a Force Majeure Event continues for more than 30 (thirty) calendar days, either Party may terminate this Licence Agreement without any liability or costs if the respective Party cannot reasonably and in good faith be expected to adhere to this Licence Agreement. However, any costs already incurred or services already rendered by ISCC shall be paid.
- 10.4 **Assignment of Claims.** Parties are obliged to assign to the other Party any claims to which they are entitled against third parties, insofar as the underlying damage was not incurred by the Party entitled to claim but by the other Party.

## 11. Term, Termination, Effects of Termination

- 11.1 **Duration.** The Licence Agreement is concluded for an indefinite period of time.
- 11.2 **Ordinary Termination by the System User.** The System User may terminate the Licence Agreement with a notice period of 2 (two) months to the end of the current billing period or together with and pursuant to the conditions of the System Usage Agreement.
- 11.3 **Ordinary Termination by ISCC:** If the System User refuses to agree to any amendments proposed by ISCC to this Licence Agreement, including, but not limited to, amendments of these EUDR Terms pursuant to Clause 12.2, ISCC may terminate this Licence Agreement with effect of the expiration date of the System User's next Certificate that expires at least 3 (three) months after the effective date of the proposed amendments of this Licence Agreement.
- 11.4 **Automatic Termination.** In the event of a termination of the System Usage Agreement, this Licence Agreement ends automatically at the time the termination of the System Usage Agreement becomes effective. The same applies in case of a withdrawal of the Certificate at the time the withdrawal becomes effective.
- 11.5 **Extraordinary Termination.** Parties' right to terminate the Licence Agreement for good cause without a notice period shall remain unaffected. Notwithstanding all other cases in which this Licence Agreement explicitly permits a termination without notice, a good cause shall also exist for ISCC in particular, if
- a) the System User has seriously or repeatedly breached these EUDR Terms or other contractual obligations of the Licence Agreement despite warnings from ISCC,
  - b) there is a serious or repeated case of non-acceptable use pursuant to Clause 5.3, in particular non-compliance with System Standards specifically applying to the EUDR Add-on,
  - c) the System User is in arrears with the payment of an invoice despite at least two reminders by ISCC.

Claims for damages remain unaffected.

- 11.6 **Termination Notice.** Any notice of termination shall be made in writing.
- 11.7 **Refunds.** In the event of any termination of the Licence Agreement by the System User before the end of the billing period for good cause due to culpable behaviour

by ISCC, any fees already paid by the System User will be refunded pro rata temporis. In all other cases of termination before to the end of the billing period, except as explicitly stated otherwise in this Licence Agreement, no partial refund will be made.

- 11.8 **Accrued Obligations.** The expiration or termination of this Licence Agreement, whatever the cause, shall not affect the rights, obligations or liabilities of the Parties having accrued prior to the date of expiration or termination.
- 11.9 **Continuing Obligations.** The Parties' respective rights, obligations and duties under Clauses 5.3, 6.1, 8, 9.1,12, 14.7 and 14.8 as well as any rights, obligations and duties which by their nature extend beyond the expiration or termination of this Licence Agreement, shall survive any expiration or termination of this Licence Agreement.

## 12. Change of Terms, Service Specifications and Prices

- 12.1 **Inevitable Changes.** ISCC is entitled to change these EUDR Terms if this is necessary for legal reasons or due to changes in the legal or factual framework conditions so that ISCC can continue to fulfil its obligations under this Licence Agreement. ISCC shall notify the System User of such changes at least 6 (six) weeks before they come into effect.
- 12.2 **Other Changes.** In the event of changes of fees or other changes to the disadvantage of the System User that are not subject to Clause 12.1, ISCC will notify the System User at least 6 (six) weeks before they come into effect; in this case the System User has a special right of termination at the time the changes come into effect. ISCC informs the System User in the notification both of this special right of termination, as well as that the change will take effect if the System User does not exercise the special right of termination within the set period. In the event of exercising the special right of termination, the System User is entitled to a reduction or refund of the fees pro rata temporis.
- 12.3 **Changes in Favour of System User.** ISCC reserves the right to unilaterally change the EUDR Terms or reduce fees in favour of the System User. The System User agrees to such changes. ISCC shall notify the System User about any such changes by sending updated versions of the contract documents, which will replace the existing documents.

## 13. Third-Party Services

- 13.1 **Disclaimer.** ISCC may refer the System User to Third-Party Services and provide links to such Third-Party Services in the EUDR Add-on. Third-Party Services are provided solely by the third parties on the basis of separate agreements between the System User and the third parties. Third-Party Services are not offered or provided jointly with ISCC. ISCC is not a party to such agreements. ISCC does not provide any warranty or guarantee for Third-Party Services and disclaims any liability in connection therewith, even if results of Third-Party Services are integrated into the EUDR Add-on or analyses, evaluations, assessments, reports or other results generated by the use or help of the EUDR Add-on.
- 13.2 **Transfer of System User Data.** The System User acknowledges and expressly agrees that ISCC may pass on the System User's name and contact details, as well as the System User's contact persons and their contact details, to Affiliated Third Parties (in particular for the purpose of integration of results of the Affiliated

Third-Party Services into the EUDR Add-on), if ISCC refers to such services in the EUDR Add-on, e.g. by means of an internet link, and the System User follows this referral, e.g. by activating the link.

- 13.3 **Integration of Third-Parties Services.** The System User acknowledges and expressly agrees that Third Parties may transfer data of the System User provided to the Third-Party in connection with Third-Party Services to ISCC and provide results of Affiliated Third-Party Services to ISCC for the purpose of integration into in the EUDR Add-on or further processing by ISCC.

## 14. Conflict Resolution, Construction, Governing Law and Jurisdiction

- 14.1 **Dispute Resolution.** In case of disagreement between the Parties on issues relating to the application or interpretation of the System Standards, the dispute resolution process in accordance with the System Documents, if applicable, shall be used before legal proceedings are initiated.

- 14.2 **Construction.** The headings and sub-headings of the Clauses contained herein are for convenience and reference purposes only and shall not affect the meaning or construction of any of the provisions hereof. Each definition made in this Licence Agreement shall include singular and plural, regardless of its number. Verbs verbalized in the indicative mode and future tense (e.g., "will" or "will cause") shall denote an obligation. Any enumerations commencing with "in particular" shall be conceived as exemplary and not as exclusive.

- 14.3 **Governing Law.** This Licence Agreement and all related rights and obligations shall exclusively be governed by and construed in accordance with the laws of the Federal Republic of Germany without giving effect to any conflicts of law principles or rules, and excluding the application of the United Nations Convention on Contracts for the International Sale of Good (CISG).

- 14.4 **Jurisdiction.** The competent courts in Cologne, Germany, shall have exclusive jurisdiction for all disputes arising from or in connection with this Licence Agreement.

## 15. Miscellaneous

- 15.1 **Representation and Warranties.** Each Party makes the following representations and warranties to the other Party:

a) It is authorised to enter into this Licence Agreement and performing under this Licence Agreement and its obligations do not breach any separate agreement by which it is legally bound; and

b) It has the rights and any appropriate licences, permits and any other legal authorisations required to enter into and perform under this Licence Agreement.

- 15.2 **Waiver.** Neither the waiver by ISCC of any term of this Licence Agreement nor the failure of ISCC to give notice to the System User of any breach of this Licence Agreement shall constitute a waiver, express or implied, of any other term of this Licence Agreement, nor shall it constitute consent, acquiescence or waiver of any subsequent breach, whether of the same, a different or a continuing character.

- 15.3 **No Agency or Partnership.** The Parties acknowledge that this Licence Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. Nothing contained in this Licence Agreement

shall give either Party the right to bind the other, or be deemed to constitute either Party as agent for or partner of the other or any third party.

- 15.4 **Assignment.** Neither Party shall assign or transfer this Licence Agreement or any right or obligation thereunder in full or in part to any third party without the prior written consent of the other Party.
- 15.5 **Notices.** Any notice, amendment or supplement to this Licence Agreement must be made in writing. This also applies to the waiver of the written form itself. If this Licence Agreement requires the written form, an email, in case of a notification of the System User at the email address as specified in the System User's account, shall be regarded as sufficient, unless otherwise specified. ISCC will send contract-related notifications to the System User at the postal address or e-mail address specified by the System User in the ISCC HUB from time to time.
- 15.6 **Severability.** If any provision of this Licence Agreement is or becomes invalid by any court of competent jurisdiction or is deemed unenforceable, such provision shall be severed and the remainder of this Licence Agreement shall continue in full force and effect to the fullest extent permitted by law. Instead of the invalid or unenforceable provision a valid provision is deemed to have been agreed upon which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision. The same applies in the case of an omission.