

The 'CLIENT COMPANY' refers to the entity using the AiiDA software, also known as 'AiiDA-tox.'

'TOOLS FOR ENVIRONMENT' refers to the company TOOLS FOR ENVIRONMENT, with its registered office at (c/o RR & A) Avenue de la Rasude 2, 1006 Lausanne (Switzerland).

The company TOOLS FOR ENVIRONMENT was approached by the CLIENT COMPANY, which wishes to use the AiiDA software made available by TOOLS FOR ENVIRONMENT.

TOOLS FOR ENVIRONMENT has provided the CLIENT COMPANY with the terms and conditions of the AiiDA software usage license, which the CLIENT COMPANY has accepted without reservation.

ARTICLE 1: Purpose of the Agreement

The company TOOLS FOR ENVIRONMENT agrees to grant the CLIENT COMPANY the right to use the AiiDA software, on the one hand, and to provide the CLIENT COMPANY with maintenance services for this software under the conditions of its Normal Use and as specified in this agreement, on the other hand.

This agreement applies to the versions of the software made available to the client as part of the License sale and at the date of the License purchase. Any subsequent versions of the AiiDA software are excluded from the scope of this agreement but may be subject to individual amendments.

ARTICLE 2: Objectives of the AiiDA Software

The AiiDA software aims to enable the calculation and online consultation of various ecotoxicity indicators for chemical substances, calculated from available ecotoxicity data and according to the methods recommended by the AiiDA method guide.

The inclusion of data provided by the CLIENT COMPANY in the calculations may occur in accordance with the rules set forth in Article 7 of this agreement.

The AiiDA software offers users calculations of impact or risk indicators on aquatic environments. The calculation methods have sometimes had to be adapted to ensure they are applied consistently across all substances covered. Therefore, the AiiDA software is not intended to produce impact or risk indicators applicable within a regulatory framework. The AiiDA software does not guarantee the completeness of the data or the compliance of the calculated indicator values with the regulatory requirements of any country or group of countries. The responsibility for calculating regulatory values lies strictly with the legal entities seeking to assert these values.

The results of the calculations for risk or impact indicators are provided strictly for informational purposes and cannot hold the authors/publishers of the AiiDA database liable.

ARTICLE 3: Normal Use of the AiiDA Software

The user accesses the AiiDA software via the internet, enters a secure personalized area with a login and password, inputs the information requested by the interface components available in the different tabs, and views the results.

Normal Use of the software is ensured by TOOLS FOR ENVIRONMENT for the Mozilla Firefox browser.

Any use that does not solely aim for the designated purpose of the AiiDA software cannot be considered part of its Normal Use. It is specifically noted that extracting all or part of the AiiDA software database for any purpose is not considered part of the Normal Use of the software.

However, TOOLS FOR ENVIRONMENT may authorize the CLIENT COMPANY to expose certain data in specific contexts. The CLIENT COMPANY must obtain prior written consent from TOOLS FOR ENVIRONMENT before such an exhibition takes place.

Using the same personalized area on multiple devices simultaneously does not fall under the Normal Use of the AiiDA software.

The CLIENT COMPANY will inform TOOLS FOR ENVIRONMENT of any operational anomalies in the

Normal Use of the software.

In the event of non-compliance with the Normal Use of the AiiDA software by the CLIENT COMPANY, TOOLS FOR ENVIRONMENT reserves the right to suspend access to the software without prior notice, without liability, and without prejudice to any action TOOLS FOR ENVIRONMENT may take against the CLIENT COMPANY.

ARTICLE 4: Provision of Usage Rights

Under this agreement, TOOLS FOR ENVIRONMENT grants the CLIENT COMPANY the right to use the AiiDA software, 24 hours a day, 7 days a week, in the version available at the start of the current License, which has been developed for the web by TOOLS FOR ENVIRONMENT, for any user designated by the CLIENT COMPANY from its employees, within the limit of the number of accesses authorized by the chosen License, in compliance with the Normal Use of the AiiDA software and for the duration of the contract.

All users can use the software simultaneously, but they cannot access the same molecule and/or modeled substance at the same time. Access will be limited to one access per workstation.

TOOLS FOR ENVIRONMENT agrees to provide the requested access (login and passwords) within five (5) business days, up to the maximum number of accesses specified in the annex.

ARTICLE 5: Services Included in the Agreement

Regarding the AiiDA software made available, TOOLS FOR ENVIRONMENT is solely responsible for the maintenance activities as defined in this article.

The maintenance activities may be carried out during business hours (Monday to Friday, from 9:00 AM to 5:00 PM). Maintenance services will not be provided during TOOLS FOR ENVIRONMENT's annual holiday periods.

TOOLS FOR ENVIRONMENT will perform a quarterly offline period for the AiiDA software. The CLIENT COMPANY will be informed in advance of the date and expected duration of these quarterly operations.

TOOLS FOR ENVIRONMENT agrees to manage the server operations ensuring access to the AiiDA software under the conditions of Normal Use as defined in Article 3.

In the event the software becomes inaccessible, TOOLS FOR ENVIRONMENT commits to remedying the malfunction as quickly as possible. The CLIENT COMPANY may request a partial refund of the license fee for the AiiDA software if, within a calendar month, the software is inaccessible during business hours (outside of the quarterly maintenance operations) for more than three (3) hours from the time the CLIENT COMPANY notifies TOOLS FOR ENVIRONMENT. The refund amount will be calculated based on the hours of inaccessibility during business hours only and will be equal to: $(\text{net amount of the annual license} / 1820) \times (\text{number of hours of inaccessibility} - 3)$.

TOOLS FOR ENVIRONMENT agrees to manage the access rights to the databases necessary for the operation of the AiiDA software under the conditions of Normal Use.

ARTICLE 6: Excluded Services

The following services cannot, under any circumstances, be included in this agreement:

- Training services for the use of the AiiDA software;
- Reconstitution of data entries in the event of non-compliance with the conditions of Normal Use of the AiiDA software (by "data entries," we mean the information provided by users during the use of the AiiDA software and entered into it for service purposes);
- Development of new programs or new features beyond the Normal Use of the AiiDA software;

- Operational work;
- Modifications to the software for use on a browser other than the one specified by TOOLS FOR ENVIRONMENT;
- Interpretation services for the results delivered by the AiiDA software;
- Integration of new data into the databases used for the operation of the AiiDA software.

ARTICLE 7: Additional Services

Services that are not expressly included in the list of provided services (Articles 4 and 5) may be provided by TOOLS FOR ENVIRONMENT as additional services and billed separately according to a quote.

In particular, the possibility for the CLIENT COMPANY to extract data and display it, after obtaining written consent from TOOLS FOR ENVIRONMENT, in specific contexts, or the creation and hosting of a database dedicated to its exclusive use, containing data distinct from those made available during the Normal Use of the AiiDA software, may be subject to billing according to a quote.

ARTICLE 8: Confidential Information

"Confidential Information" refers to any information, regardless of its form or nature, to which one Party has had access by any means within the scope of the relationship between the Parties, originating from the other Party or from one of its: i. representatives, ii. employees, iii. subsidiaries, iv. partners, or v. collaborators, and specifically includes all: i. operational data entries, ii. default values: pre-entered data in the software and/or potentially re-entered by the user, iii. unit processes expressed as impact and flow, iv. "Results": impact scores or environmental performance indicators (toxicity, ecotoxicity, criticality) obtained within the operation of the AiiDA software provided, v. access codes to the provided software (login and passwords), vi. user contact details.

The Confidential Information of each Party remains its exclusive property in accordance with applicable legal rules and any agreements made between the Parties or between a Party and a third party under this agreement. Specifically:

- i. TOOLS FOR ENVIRONMENT owns the programming code of the AiiDA software, the graphical interfaces of the AiiDA software, the pre-entered values, and the results from calculations not including any data provided by the CLIENT COMPANY (data that is already in the public domain or in the possession of TOOLS FOR ENVIRONMENT through a means other than the knowledge of the contents of the potential database dedicated to the CLIENT COMPANY is not considered data provided by the CLIENT COMPANY),
- ii. The CLIENT COMPANY owns the results from calculations that include at least one piece of data from the dedicated database (as defined in Article 7) that is neither in the possession of TOOLS FOR ENVIRONMENT through a means other than the knowledge of the contents of the potential database dedicated to the CLIENT COMPANY, nor in the public domain at the time of the calculation.

The Parties mutually agree not to disclose said Confidential Information. This obligation shall remain in effect after the termination of this agreement, for whatever reason, until the information falls into the public domain, without fault being the source of the disclosure.

ARTICLE 9: Obligations of the CLIENT COMPANY

The CLIENT COMPANY agrees for itself and warrants for any employee, agent, staff, contractor, or partner it may call upon to:

- a) not disclose the Confidential Information provided by TOOLS FOR ENVIRONMENT to any third

party without prior written consent from the other Party;

b) disclose the Confidential Information provided by TOOLS FOR ENVIRONMENT only to those members of its staff who are bound by professional secrecy and who need access to the information;

c) not use the Confidential Information provided by TOOLS FOR ENVIRONMENT for any purpose other than the object of this agreement;

d) not claim any intellectual property protection on the Confidential Information provided by TOOLS FOR ENVIRONMENT.

The confidentiality obligations above shall not apply to information that the CLIENT COMPANY can prove:

a) was in the public domain at the time of disclosure;

b) was legally received from a third party authorized to disclose it;

c) was already in its possession at the time of disclosure.

Furthermore, the CLIENT COMPANY agrees:

a) to store the Confidential Information in a secure location;

b) not to make, nor allow to be made, copies of the Confidential Information from TOOLS FOR ENVIRONMENT except those necessary for its activities;

c) to make available to TOOLS FOR ENVIRONMENT a list of authorized individuals who can access the Confidential Information;

d) to inform the other Party of any act by a third party to this agreement that infringes its rights or those of the other Party.

The CLIENT COMPANY also agrees not to engage in any act that could be construed as disclosing any Confidential Information to any third party to this agreement, except to its representatives, unless required by law, public regulations, or an public administrative or judicial authority. In such a case, the CLIENT COMPANY must:

a) notify TOOLS FOR ENVIRONMENT as soon as possible of the existence, conditions, and circumstances of such a legal or regulatory obligation, or request from an administrative or judicial authority;

b) consult TOOLS FOR ENVIRONMENT on any measures that can be taken to avoid or limit such disclosure and

c) if the disclosure is legally required, make its best efforts to obtain measures to preserve the confidentiality of the information disclosed.

The CLIENT COMPANY irrevocably agrees not to develop any projects, including but not limited to software and artificial intelligence, that reproduce or are inspired by the Confidential Information, nor engage in any act of infringement by reproduction and/or representation and/or adaptation of all or part of the said Confidential Information, and/or engage in any act of unfair competition directly or indirectly, by itself and/or by any legal entity (particularly parent companies, sister companies, subsidiaries, etc.) that is directly or indirectly, in fact or in law, in a position to control or be controlled by the CLIENT COMPANY, alone or jointly, without the prior express consent of TOOLS FOR ENVIRONMENT.

It is expressly agreed between the Parties that TOOLS FOR ENVIRONMENT may suspend access to any Confidential Information (including the software from which the disclosed Confidential Information originates) if TOOLS FOR ENVIRONMENT believes that the conditions described in the preceding paragraphs are not being strictly adhered to. TOOLS FOR ENVIRONMENT may exercise this right at any time, without prior notice and without liability.

More generally, in the event of non-compliance with any provision of this agreement, TOOLS FOR ENVIRONMENT reserves the right to suspend access to the AiiDA software without notice, without liability, and without prejudice to any legal action that TOOLS FOR ENVIRONMENT may take against the CLIENT COMPANY.

In the event of non-compliance with any provision of the contract or obligations by the CLIENT COMPANY, TOOLS FOR ENVIRONMENT may be released from its obligations related to the AiiDA software by providing one month's notice.

ARTICLE 10: Use of the CLIENT COMPANY's Confidential Information by TOOLS FOR ENVIRONMENT

TOOLS FOR ENVIRONMENT agrees:

- Not to disclose to any third party the operational entries made by the users of the CLIENT COMPANY;
- Not to disclose to any third party the Results owned by the CLIENT COMPANY;
- Not to disclose to any third party the access codes of the CLIENT COMPANY;
- Not to disclose to any third party the contact details of the CLIENT COMPANY, or any other information provided by the CLIENT COMPANY to TOOLS FOR ENVIRONMENT when ordering the license;
- Not to disclose any Confidential Information it may have become aware of in the context of this business relationship;
- Not to use any intellectual property rights belonging to the CLIENT COMPANY without the CLIENT COMPANY's prior written consent.

TOOLS FOR ENVIRONMENT agrees not to use the operational entries submitted by the users for any purpose other than the development and internal use of statistics on the use of the AiiDa software in order to optimize its functionality.

ARTICLE 11: Communication

Notwithstanding the terms of Articles 9 and 10, the Parties mutually authorize each other to disclose certain Confidential Information as part of their communication policy, provided that the strict rules outlined in this article are adhered to.

TOOLS FOR ENVIRONMENT reserves the right to mention the name of the CLIENT COMPANY as a "User of the AiiDa software" and to use the CLIENT COMPANY's logo in any article, presentation, conference, or generally in any communication activity related to the AiiDa software.

The CLIENT COMPANY agrees to ensure that the name of the software "AiiDa-Ecotox" or the name AiiDa, associated with the company TOOLS FOR ENVIRONMENT, is cited in all of its communication activities related to the AiiDa software or including Results obtained through the use of this software.

This obligation also applies to graphs developed directly or indirectly from these Results, whether or not these graphs are designed by the CLIENT COMPANY, with the title of the graphs including the name "AiiDa-Ecotox" followed by "®".

For any public communication (including scientific publications) created using the AiiDa software, the CLIENT COMPANY must mention the name AiiDa-Ecotox at the beginning of the summary of

the results and cite the software as the source of each of the exposed data as follows: "Payet, J.; 2024. AiiDa V-3.1- AI Impacts Database; Database report; Available at AiiDa.tools4env.com".

Documents transmitted by the CLIENT COMPANY will be considered confidential. TOOLS FOR ENVIRONMENT will implement all necessary measures to ensure that this confidentiality is maintained.

ARTICLE 12: Limitation of Liability

TOOLS FOR ENVIRONMENT will be relieved of any liability in the event of non-compliance by the CLIENT COMPANY with any of the provisions of this contract and in the cases provided in Article 10 hereof.

TOOLS FOR ENVIRONMENT shall not, under any circumstances, be considered responsible for direct or indirect damages caused by the use of the AiiDa software or the Results obtained through this software.

TOOLS FOR ENVIRONMENT will not be held liable for any operational anomalies of the software provided, regardless of the consequences or duration of system downtime, beyond the compensation outlined in the 4th paragraph of Article 5.

TOOLS FOR ENVIRONMENT will take all necessary measures to ensure the stability and security of the AiiDa software; however, TOOLS FOR ENVIRONMENT's liability cannot be invoked in cases of force majeure or for other reasons beyond its control, such as strikes, social conflicts, disasters, accidents, or unauthorized third-party access to the data being hosted.

It is further specified that the CLIENT COMPANY uses and disseminates the Results obtained through the provided software under its own responsibility. The liability of TOOLS FOR ENVIRONMENT cannot be invoked, regardless of the consequences arising from the use or dissemination of such Results.

ARTICLE 13: Duration

The contractual duration of the provision is that defined at the time of the purchase of the License.

The contractual duration starts from the receipt of payment for the contractual period. In the event of non-performance by either Party of any of its contractual obligations, the contract may be terminated automatically after a formal notice sent by registered letter with acknowledgment of receipt, which remains without effect for a period of fifteen (15) days from its receipt.

At the end of each contractual period, the provision of the AiiDa software will be tacitly renewed for the same duration as the current contractual period and under the same conditions, unless the License is terminated on the payment site or by sending a registered letter with acknowledgment of receipt, by either Party at least thirty days before the end of the current period.

It is reminded that the contract may be amended during the year to cover a later version of the AiiDa software, subject to mutual written agreement between the Parties.

ARTICLE 14: Price

The applicable rate at the start of the provision of the AiiDa software is the rate in effect as decided by TOOLS FOR ENVIRONMENT and indicated on its website or that of its commercial partners. The rate may be revised or modified by TOOLS FOR ENVIRONMENT with a one-month notice. In case of a price change, the CLIENT COMPANY will have the option to request the termination of the software provision with immediate effect; failing to do so, the price change

will apply as scheduled.

Invoices will be paid by credit card or by bank transfer to the account of TOOLS FOR ENVIRONMENT or one of its commercial partners. In the case of payment fees, the fees will be borne by the client.

ARTICLE 15: Applicable Law and Disputes

This contract is governed by Swiss law and applies in its written French version to the exclusion of any other language. Any dispute between the Parties relating to the existence, validity, interpretation, execution, and termination of this Agreement, which the Parties cannot resolve amicably within a reasonable period of time, will be submitted to the competent courts in Switzerland.