

Sustain Master Service Agreement for [compay]

Effective Date: [date]

Legal Representative: Clement COLLIGNON, CEO

Contact: contact@sustain.org

1. Introduction

These Terms of Service (the “Terms”) govern the use of services, APIs, software, and related deliverables (the “Services”) provided by Sustain SAS (“Sustain” or the “Service Provider”) to any commercial entity (the “Client”). By accessing or using the Services, the Client agrees to be bound by these Terms.

These Terms may be supplemented or superseded by specific agreements, including but not limited to Statements of Work (“SoW”) or licensing contracts entered into between the Sustain and the Client.

2. Use of Services

The Services are provided exclusively for the internal business operations of the Client. The Client shall not:

- Use the Services in breach of applicable law;
- Access the Services for the purpose of reverse engineering, replication, or benchmarking;
- Interfere with the performance, availability, or integrity of the Services, including by exceeding technical limits, attempting unauthorized access, or transmitting malicious code.

3. Licensing Terms

Where applicable, the Service Provider grants the Client a limited, non-exclusive, non-transferable right to access and use specific components of its proprietary platform, such as APIs and tools.

Licensing usage is subject to:

- Scope, user limits, or access tiers specified in the relevant agreement;
- Suspension or termination in the event of misuse, non-payment.

Licensing fees and payment terms shall be defined within the applicable Statement of Work or licensing order.

4. Intellectual Property

4.1 Client Data

The Client retains full ownership of all data provided to the Service Provider. This includes geospatial, traceability, reporting, or sustainability data (“Client Data”).

4.2 Service Provider IP

All intellectual property rights in and to the Services—including software, APIs, models, scripts, configuration logic, and any data outputs or transformations (“Output Data”)—remain the exclusive property of the Service Provider. No rights are transferred except as expressly licensed.

4.3 Use Rights to Output Data

Notwithstanding the Service Provider’s ownership of the Output Data, the Client is granted a perpetual, worldwide, exclusive, license to use, reproduce, adapt, and distribute such Output Data for any internal or external business purpose, including disclosure to or integration with third-party systems, partners, or regulators. No sublicensing or resale of the Service Provider’s underlying technology or transformation logic is permitted.

5. Confidentiality

Each party agrees to treat as confidential all information disclosed by the other party that is marked or otherwise identified as confidential, or which by its nature should reasonably be understood to be confidential.

This obligation shall survive termination for a period of three (3) years.

Notwithstanding the confidentiality obligations herein, the Service Provider may use Client Data internally for the purposes of improving, testing, and developing its services and technology, including for the training of Artificial Intelligence models, provided no personal data or client-identifying information is used. In no case shall such use permit the identification of the Client or disclosure of any individual business-sensitive information to third parties.

6. Data Protection and GDPR

The Service Provider complies with the General Data Protection Regulation (EU Regulation 2016/679, as amended from time to time). Where the Services involve the processing of personal data on behalf of the Client:

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- The Service Provider acts as a data processor;
- The Client is responsible for ensuring the legality of all data shared;

The Service Provider maintains appropriate technical and organizational safeguards for personal data security. The Service Provider shall not use any personal data contained in the information submitted by the Client, or any other person for the Client, for any purpose other than as envisaged under these terms, or as may be permitted by the Client, and shall not, in using such personal data, cause the Client to breach any applicable legislation and regulatory requirements.

7. Fees and Payment Terms

Unless otherwise specified in a licensing agreement:

- License fees are invoiced yearly in advance;
- Payment is due within thirty (30) calendar days from invoice date;
- Late payments may incur statutory interest and recovery costs.

Fees for professional services are governed exclusively by the applicable Statement of Work.

8. Service Levels

For the purposes of these Terms, the provision of Services is divided into two phases:

(a) Development Phase – The period during which the Service Provider delivers custom development, implementation, configuration, or integration work as defined in the applicable Statement of Work. Service Levels in this phase are subject to best-effort responsiveness, with fixed deliverables and milestones prevailing over runtime availability.

(b) Run Phase – The period following acceptance of deliverables, during which the Client uses the Solution in production. The Run Phase includes licensing, support, and ongoing maintenance. The Service Level Agreement (SLA) below applies during this phase.

Unless otherwise specified, the Service Provider agrees to the following SLAs during the Run Phase:

Service Component	Target
Bug Fix Response	Critical: within 1 business day Major: within 3 business day Minor: within 10 business days
Feature Request Response	Initial assessment within 5 business days

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Support Hours	Mon–Fri, 9:00–18:00 CET (excluding French public holidays)
Weekly Support Provision	8h per week included (150 €/h per additional hour)
Incident Reporting	Email and online support ticketing system

9. Limited Warranties

The Service Provider warrants that:

- The Services will be performed in a professional and workmanlike manner, in accordance with industry standards;
- The Solution, when used in accordance with its documentation and under normal conditions, will materially conform to its intended functionality and be fit for the purpose expressly described in the applicable Statement of Work;
- All Client Data received by the Service Provider will be treated as confidential in accordance with the confidentiality terms set forth in this Agreement.

Except as expressly stated above, the Services and Solution are provided "as is" and the Service Provider disclaims all other warranties, whether express, implied, statutory, or otherwise,

including any implied warranties of merchantability or fitness for a general purpose not specifically described in the Agreement.

10. Termination

Access to the Services may be suspended or terminated by the Service Provider in the following circumstances:

- The Client materially breaches these Terms and fails to cure such breach within thirty (30) days of written notice;
- Fees remain unpaid after reasonable notice;
- Continued access by the Client gives rise to a material **security, legal, or reputational risk** to the Service Provider. This may include, but is not limited to:
 - Use of the Services in violation of applicable law or regulatory obligations;
 - Unauthorized access attempts or circumvention of security controls;
 - Use of the Services in a manner that exposes the Service Provider to potential liability or public harm (e.g., through misuse of data, reputational damage via unethical applications, or material misrepresentation of output).

11. Limitation of Liability

To the maximum extent permitted by law, neither party shall be liable for any indirect, incidental, special, or consequential damages, including loss of profits or data, arising out of or in connection with the use of the Services, even if advised of the possibility of such damages.

Notwithstanding the foregoing, the Service Provider shall remain liable for:

- Damages resulting from wilful misconduct or gross negligence;
- Breaches of confidentiality obligations or data protection requirements;
- Failure to deliver core functionalities as explicitly defined in an applicable Statement of Work, provided the Client has complied with all usage instructions and integration conditions.

In any event, the aggregate liability of the Service Provider under this Agreement shall not

exceed the total fees paid by the Client for the affected Services in the twelve (12) months preceding the event giving rise to the claim.

12. Amendments

The Service Provider may revise these Terms from time to time to reflect legal, technical, or commercial changes.

Any material amendment shall be communicated in writing to the Client at least thirty (30) days in advance.

Continued use of the Services after the effective date of the amendment shall constitute acceptance of the revised Terms.

The Client may object to any material change in writing prior to its effective date; in such case, the parties shall use good faith efforts to resolve the issue or may terminate the Agreement with thirty (30) days' notice.

13. Indemnification

The Service Provider shall indemnify and hold harmless the Client from and against any third-party claim alleging that the licensed Solution, when used in accordance with these Terms, infringes a valid intellectual property right. The foregoing shall not apply to claims arising from (i) Client Data or misuse of the Services, (ii) modifications not made by the Service Provider, or (iii) use in combination with non-Sustaan systems.

14. Subcontractors

The Service Provider may engage subcontractors or independent contractors in the performance of the Services, provided that it remains fully responsible for their compliance with these Terms. Subcontracting shall not relieve the Service Provider of any of its obligations under this Agreement.

As of the Effective Date, the Service Provider does not anticipate engaging third-party subcontractors for the core development or operation of the Solution. However, the Service Provider may, from time to time, rely on individual freelancers or contractors for limited or supporting contributions to development and deployment activities. In such cases, all such individuals will be subject to appropriate confidentiality and data protection obligations.

15. Assignment

Neither party may assign or transfer its rights or obligations under these Terms without the prior

written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets. Any unauthorized assignment shall be null and void.

16. Force Majeure

Neither party shall be liable for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to natural disasters, labor disputes, war, terrorism, governmental action, internet service disruptions, or failure of third-party providers. The affected party shall promptly notify the other and use reasonable efforts to resume performance.

For the duration of any force majeure scenario, payment of fees should be suspended and a proportionate refund of any prepaid fees (e.g. license fee) should be made

17. Notices

All legal notices under these Terms must be in writing and delivered by email with confirmation of receipt, certified mail, or nationally recognized courier service.

Notices to the Service Provider shall be sent to:

Sustain SAS

Attn: Legal Department

Email: contact@sustain.org

Notices to the client shall be sent to:

Volcafe Ltd

Attn: Legal Department

Email: legal@volcafe.com

18. Miscellaneous

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver of any breach shall be deemed a waiver of future breaches. These Terms, together with any applicable Statement of Work, constitute the entire agreement between the parties and supersede all prior discussions, proposals, or communications, whether written or oral.

19. Governing Law

These Terms shall be governed by the laws of France. Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts of Paris, France.