

Klappir Service Terms

Klappir Green Solutions hf.



Klappir Green Solutions hf.
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Klappir Service Terms

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These Klappir Service Terms (“Terms”) form an integral part of the agreement governing your acquisition and use of Klappir’s Software Services (the “Agreement”). The Agreement is between Klappir and you, an individual or entity that has initiated use of or otherwise procured the Software Services (as defined below) for use as an end-user.

The Software Services provided by Klappir through any software solution, web service and any module available in connection with the Software Services and related Customer Success Services are subject to these Terms which bind you and all of your Users of Klappir’s Software Services, whether on a payable subscription basis or through Klappir’s free of charge services, including all Users of Klappir software, as well as of any applications or any other Software Service deliverables that may be provided in the future by Klappir. By accessing, using or downloading any content in the Software Services or Customer Success Services you agree to follow and be subject to these Terms.

By agreeing to the Terms you agree that the Agreement is enforceable like any written agreement signed by you and is legally binding between you and your Users and Klappir. As an individual entering into this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to the Agreement. If you do not agree to all of these Terms, you should not initiate use of the Software Services.

Article 1. Definitions

The terms defined in this Article 1 shall have the following specified meaning when capitalised. Other terms may be defined contextually throughout these Terms.

“Customer Success Services”	mean professional services provided by Klappir including account setup, activation of currently available supplier API connections, assistance in establishing data sharing pathways between you and your suppliers and assistance in creating reports utilising your Data and Information.
“Agreement”	means the entire written agreement between Klappir and you, including but not limited to, the Quotation, all accompanying documentation, these Terms and Klappir’s Policies.
“Account”	refers to your user specific software service.
“Asset”	refers to all of your physical assets and legal entities registered in the Software Services for monitoring and management.
“Authorised Partner”	means an affiliate company or agent of Klappir expressly authorised to offer Klappir’s Software Services.
“Confidential Information”	means information that is non-public, proprietary or relates to trade secrets or know-how that is designated as being confidential or a reasonable person should understand to be confidential.
“Customer”	means the entity that has purchased, procured, or initiated use of the Software Services and/or Customer Success Services.
“Customer Data”	or simply “Data” means all data, regardless of form, that is: (i) submitted or otherwise provided by your Users or otherwise on your behalf via the Software Services and/or (ii) collected from your and your assets’ operations hardware or software and/or (iii) data from third party sources relating to your assets or operations. This may include your internally collected data through User inputs into the Software Services.
“Delivery”	means electronic delivery in accordance with these Terms.
“Documentation”	refers to all written materials and manuals made by Klappir accompanying the provision of the Software Services, including but not limited to: User manuals, documents delivered at seminars and webinars and any other written instructions of use made by Klappir.

“Information”	refers to all Data analytics provided by Klappir via the Software Services.
“Invitation”	refers to the login codes provided by Klappir to you for initial access to the Software Services.
“Klappir”	means Klappir Green Solutions hf., also registered by its Icelandic name as Klappir Grænar Lausnir hf, an Icelandic corporation.
The “Klappir Website”	means www.klappir.com
“Non-Paying Customer”	means a customer using a limited access version of the Software Services on a freemium basis.
“Payment Method”	means the method of your subscription fee payments described in Article 7.
“Policies”	include: Klappir’s Privacy Statement, and Klappir’s Maintenance and Support Policy as updated from time to time.
“Product”	means Software Services and Customer Success Services.
“Quotation”	means the initial Software Service and/or Advisory Service offer made by Klappir to you. This includes offers on Klappir’s general price list as well as customer specific offers.
“Software Services”	means the entire computer software as provided by Klappir, branded as the Klappir Sustainability Platform, as well as all modules, data collecting mechanisms, third party web services and any standard and/or customised software solution offered by Klappir as may be further detailed in your Quotation.
“Subscription”	refers to the advanced payable Software as a Service subscription offered by Klappir.
“Terms”	means these Klappir Customer Terms of Service.
“User”	refers to individuals designated by you to be the users of the Software Services.

Article 2. Scope of these Terms

- 2.1. These Terms govern your use, as a Customer of Klappir’s Software Services. The overall Agreement between you and Klappir consists of these Terms, including any schedules to these Terms, the Quotation, any accompanying Documentation and Klappir’s Policies, incorporated by reference into these Terms.
- 2.2. Subject to the provisions of these Terms, accompanying Documentation and Klappir’s Policies, Klappir shall provide you with access to the Software Services based on your Data.

Article 3. Access to Software Services and Restrictions

- 3.1. Subject to these Terms, for the duration of the Agreement as described in Article 6, Klappir grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive right to access and use the Software Services for your business purposes, but only in accordance with:
 - (i) the Documentation;
 - (ii) the restrictions set forth in these Terms and;
 - (iii) any restrictions on the applicable Quotation; and
 - (iv) the number of Users of the Software Services;
 - (v) the number of assets registered through the Software Services or any other restrictions mutually agreed upon by you and Klappir or any of its Authorised Partners.
You may allow your contractors and affiliates to use the Software Services in accordance with these Terms, provided that you shall remain liable for the acts and omissions of your affiliates and contractors.
- 3.2. Third-Party Code: The Software Services may contain or be provided with components which are licensed from third parties (“Third Party Code”) including components subject to the terms and conditions of “open source” software licences (“Open-Source Software”).

Open-Source Software may be identified in the Documentation, or in a list of the Open-Source Software provided to you upon your written request. To the extent required by the licence that accompanies the Open-Source Software, the terms of such licence will apply in lieu of the terms of this Agreement with respect to such Open-Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

3.3. Electronic Delivery: The Software Services are cloud-based and access is provided via a User's internet browser according to the Software as a Service (SaaS) delivery model. The Documentation as well as any deliverables produced by Klappir shall be delivered by electronic means unless otherwise specified in the applicable Quotation. The Software Services shall be deemed delivered when they are made available to you for access.

3.4. Usage Restrictions: Neither you, nor any of your Users shall (nor shall allow any third party to):

- (a) decompile, disassemble, or otherwise reverse engineer any part of the Software Services or any Third Party Code or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software Services or Third Party Code by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable Open Source Software licence);
- (b) distribute, sell, sublicense, rent, lease or use the Software Services, Third Party Code or sample code (or any portion thereof) for time sharing, hosting, service provider or like purposes, except as expressly under these Terms;
- (c) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in the Software Services Third Party Code or sample code;
- (d) modify any part of the Software Services or Third Party Code, create a derivative work of any part of the Software Services or Third Party Code or incorporate the Software Services or Third Party Code into or with other software, except to the extent expressly authorised in writing by Klappir or as permitted by an applicable Open Source Software licence
- (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software Services ;
- (f) utilise any equipment, device, software, or other means designed to circumvent or remove any form of product key, Invitation or copy protection used by Klappir in connection with the Software Services, or use the Software Services together with any authorization code, Invitation, serial number, or other copy protection device not supplied by Klappir or through an Authorised Partner;
- (g) use the Software Services to develop a product which is competitive with any Klappir product offerings;
- (h) use an unauthorised Invitation or keycode(s) or distribute or publish Invitations and keycode(s) except as may be expressly permitted by Klappir in writing; or
- (i) enable access to the Software Services for a greater number of Users than the sum quantity of Users stipulated on the applicable Quotation or Price List; reassign rights between Users so frequently as to enable login to be shared between Users beyond the agreed scope of each User.

Article 4. Ownership and Permitted Use

4.1. Ownership: Notwithstanding anything to the contrary contained herein, except for the limited rights expressly provided, Klappir and in some instances Klappir's Authorised Partners have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software Services, third party code, and all copies, modifications and derivative works thereof (including any changes which incorporate any of your ideas, feedback or suggestions). You acknowledge that you are obtaining only a limited right to access and use the Software Services and third party code and that irrespective of any use of the terms "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

4.2. Permitted Use. You and your Users shall use the Software Services, Information and Data only in accordance with these Terms. Neither you nor any User may use the Software Services, Data or Information for any illegal or unethical purpose or in any manner inconsistent with these Terms. Except as expressly permitted in these Terms, neither you nor your Users may copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute, publish, display, modify, upload, post, transmit, create derivative works from, or in any other way create a misimpression or confusion with respect to sponsorship or affiliation or exploit in any way material from the Software Services, Data or Information.

- 4.3. You represent and warrant that you have all necessary rights and permissions to submit your Data to the Software Services and to grant the rights granted to Klappir as stipulated in these Terms. You furthermore warrant that your submission of Data does not violate any law, copyright or other third-party rights including data privacy rights.
- 4.4. Neither you nor any of your Users shall use any automatic software, AI, program or other automatic method to access, copy or monitor any part of the Klappir Software, Klappir System, Klappir Infrastructure or Software Services without the written permission of Klappir.
- 4.5. You and your Users shall not send any Data to the Software Services that could be classified as a computer virus, computer worm or Trojan horse or that may have any damaging characteristics or could in any way disturb the normal functioning of the Software Services or Klappir's systems or infrastructure.
- 4.6. You acknowledge that the Software Services are not intended for the processing of sensitive personal data as defined in article 9(1) of Regulation (EU) 2016/279 of the European Parliament and of the Council ("GDPR"). Neither you nor your Users shall submit sensitive personal data into the Software Services unless such processing is expressly permitted according to the applicable Documentation. You shall be considered the controller of any personal data that you submit into the Software Services, as defined in Article 24 of GDPR.
- 4.7. You are liable for any damage directly or indirectly caused by your Users' acts and omissions under these Terms whether caused by intent or negligence.

Article 5. Privacy

- 5.1. You acknowledge that Klappir collects certain data and information relating to your and your Users' use of the Software Services as further stipulated in the Privacy Statement.
- 5.2. Your Users will be required to consent to the Privacy Statement and if they do not they should not use the Software Services. You warrant that your Users accept the Privacy Statement and may be required to provide evidence of such consent upon Klappir's reasonable request.
- 5.3. You acknowledge that Klappir may use your Users' contact information to send certain communications, including information about updates to the Software Services, information regarding events or webinars and other information we think may be of interest to your Users or relevant to their use of the Software Services. Your Users may opt out of these communications at any time in accordance with the Privacy Statement. This does not apply to communications which are deemed necessary by Klappir for the performance of the Agreement.
- 5.4. Klappir may use a user-specific identification number to monitor users' navigation of the Software Services, for analytic purposes in order to enhance the user experience.

Article 6. Duration of the Agreement

- 6.1. The Agreement is effective as of the Delivery and expires in accordance with this Article 6.
- 6.2. Authorised use of the Software Services provided by Klappir has the duration referred to in the Quotation unless otherwise agreed in writing between you and Klappir.
- 6.3. Termination: Either party may terminate the Agreement (including all related Quotations) if the other party:
 - (a) fails to cure any material breach of the Agreement within thirty (30) days after written notice of such breach, including without limitation your failure to pay. Klappir may terminate the Agreement and revoke your access to the Software Services immediately upon any breach of Article 3.4 (Usage Restrictions) and/or Article 4 (Ownership and Permitted Use) or if you or any of your Users.
 - (b) exceeds any other usage restrictions contained in this Agreement.
 - (c) ceases operation without a successor.
 - (d) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days); or (d) become directly or indirectly involved in the design, development, manufacture and/or distribution of any products which compete directly with the Software Services.

- 6.4. Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.
- 6.5 Effects of Termination: Upon any expiration or termination of the Agreement, you and all of your Users shall cease any and all use of the Software Services, block all data streams and return or destroy any of Klappir’s Confidential Information.
- You may request to export Data by sending a written notice to Klappir within 30 days from the effective date of expiration or Termination. Klappir will use commercially reasonable efforts, at your cost, to deliver the Data to you, in a format decided by Klappir provided that you have paid all outstanding fees and charges at and resulting from the termination, whether or not due at the date of termination.
- 6.6 Survival: Article 3.4 (Usage Restrictions), 4 (Ownership and Permitted Use), 6 (Duration of Agreement), 7 (Payment), 14 (Warranty & Disclaimer), 17 (Limited Liability) and 20 (General) shall survive any termination or expiration of this Agreement.

Article 7. Payments

- 7.1 If you choose to subscribe to Klappir ‘s payable Subscription you must designate and provide information about your preferred payment method (i.e. credit card, online payment service or any other payment method indicated as acceptable by Klappir) (“Payment Method”). You or your Users may switch to a different Payment Method or update your information by contacting us via the email addresses listed on the contact us page of the Klappir Website.

Upon acceptance of the Klappir Quotation, your Account will be activated for the selected Subscription and your subscription fees will be charged. By proceeding, you agree to cover any applicable subscription fees and related charges for your Account.

- 7.2 By purchasing Software Services or any other product or service from Klappir, either on a one-time or Subscription basis, you agree to Klappir and third-party processing partners storing your payment information. You also agree to pay the applicable fees for the Software Services (including, without limitation, periodic fees for any subscription level) as they become due plus all related taxes including applicable withholding tax, and to reimburse Klappir for all collection costs and interest for any overdue amounts.

Your obligation to pay fees continues through the end of the subscription period during which the Subscription was cancelled. You also acknowledge that Klappir’s Customer Success Services are subject to these Terms and any additional terms related to the provision of the Customer SUccess Services.

- 7.3. You may select to pay subscription fees on a monthly or annual basis.
- (a) All subscription fees are payable in advance. Subscription fees will be billed automatically at the start of the monthly or annual period, as applicable, and will automatically renew until your Subscription is terminated.
 - (b) You authorise Klappir to charge the appropriate subscription charges and fees and for any other purchases you or your Users select to make via the Software Services.
 - (c) Klappir reserves the right to increase subscription fees or to institute new fees at any time upon reasonable notice given in advance via the Software Services or by email.
 - (d) Subscribed Customers changing from monthly to annual Subscription will have the annual rates take effect at the beginning of the next billing date. If you upgrade your Subscription level or add new categories of service or modules to your account, such changes may result in a new billing date effective upon the date you elect such upgrade or addition.
- 7.4 All fees and charges are non-refundable and there are no refunds or credits for partially used periods of your initial or any renewed subscription period. All features and all purchased modules expire immediately upon cancellation or termination of your account.

Article 8. Account Cancellation

- 8.1 If you wish to cancel your subscription and do not intend to renew, you must submit a written notice of non-renewal or account cancellation.
- (a) In line with Klappir legal obligations to delete all customer data at account cancellation, we require this cancellation notice to be signed by an authorised representative of your company. This requirement is due to regulatory compliance requirements that all sustainability data must be retained and accessible for authorities for a minimum of seven years.
 - (b) Given the regulatory requirements of sustainability data, both Klappir and the customer (you and/or your user) hold responsibilities to ensure proper handling, storage, and access of this data and transfer of the data from Klappir databases. As such you agree to provide a minimum of twelve months' notice, including the current month for cancellation of your subscription.
 - (c) Given you have automatic data transfer to your Klappir system you have the responsibility to stop all data streams to the Klappir system.
 - (d) This allows for a secure and compliant transition of any data associated with your account. Failure to provide adequate notice may result in continued billing for the following Subscription cycle. The cancellation of your Subscription will take effect at the end of your current Subscription cycle.
 - (e) During this period, you will retain the same level of access to the software services through the remainder of the subscription cycle.
 - (f) Upon cancellation of Subscription your Account will be downgraded to a Non-Paying Customer account with limited functionality (Impact Plan). No refunds or credits will be provided by Klappir upon cancellation. You can renew your Subscription at any time without opening a new account, provided that you still have a Non-Paying Customer account. Additional fees may apply if you decide to upgrade your Subscription at a later date.
- 8.2. In the case of a subscription cancellation in accordance with this Article 8, Klappir reserves the right to store all collected Data from you and your assets in an anonymized form in accordance with section 16.3 of these Terms.

Article 9. Refunds

- 9.1 You acknowledge that a variety of Klappir's actions may impair or prevent you from accessing your Data and Information or using the Software Services at certain times and/or in the same way, for limited periods or permanently, and agree that Klappir has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any Data, Information or any module of the Software Services.
- 9.2 You agree that Klappir shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the Software Services. However, if you have purchased a Subscription and find that any such modifications or interruption of the Software Services adversely affects you, you may notify Klappir, explain the adverse impact the modification has created and request a termination of your Subscription.

Upon receipt of any such request, Klappir will endeavour to promptly remedy the adverse impact caused by the modification, by extending the duration of your Subscription for a period of time equal to the interruption and/or by refunding a portion of the Subscription fee equal to the remaining unused term of the Subscription, as Klappir determines appropriate.

Article 10. Intellectual Property

- 10.1 The Software Services are the exclusive property of Klappir, made available to you on a limited access basis through the Software as a Service (SaaS) delivery model. No ownership rights are conveyed to you by your purchase of a subscription to the Software Services.

You acknowledge and agree that the Software Services, any necessary third-party software used in connection with the Software Services (if any) and any Data or Information available in the Software Services may contain proprietary and Confidential Information that is protected by applicable intellectual property and other laws.

Except as expressly permitted by applicable law or authorised by Klappir or applicable third-party service providers or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Software Services or Information available in the Software Services (other than Data that you may submit and derivative information), in whole or in part.

- 10.2 Klappir grants you a personal, non-transferable and non-exclusive right to access and use the Software Services; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software Services.

You agree not to access the Product by any means other than through the interfaces that are provided by Klappir for use in accessing the Product.

- 10.3. The name Klappir, the Klappir logo and other Klappir logos and product and service names are the exclusive trademarks and tradenames of, and are owned by, Klappir, and you may not use or display such trademarks or trade names in any manner without Klappir's prior written permission. Any third-party trademarks or service marks displayed on the Software are the property of their respective owners.

- 10.4 Data and Information may be protected by copyright, trademark, international treaties and other proprietary rights and laws of the European Union, the United States and other countries. You agree to abide by all applicable intellectual property laws, as well as any additional notices or restrictions contained in the Data and Information.

Unauthorised use of the Data and the materials contained in the Data may violate applicable copyright, trademark or other intellectual property laws or other laws.

- 10.5. Klappir reserves the right to independently use any comments, suggestions or similar feedback from you or your Users in order to enhance the Software Services or develop and market new technology without owing any obligation or royalty. Nothing in these Terms shall be interpreted as restricting that right.

Article 11. Unauthorised Use

- 11.1 Klappir is not liable for any unauthorised use of Data or Information. You shall remain liable for all confidential or proprietary information disclosed by your Users and affiliates as a result of any unauthorised use of the Data and Information.

Klappir may, without notice, choose to block your, and/or your Users' access to the Software Services if Klappir has reason to believe that the Software Services are being used by an unauthorised person, in any manner inconsistent with these Terms or for other similar reasons deemed appropriate by Klappir in its sole discretion.

- 11.2. Klappir has no obligation to monitor the Data submitted by you or your Users. However, Klappir shall have the right to remove any Data that is reasonably deemed by Klappir to be in violation of these Terms or the Agreement and shall bear no liability to you for such removal of Data.

- 1.1. You shall require that all of your Users keep their login credentials for the use of the Software Services confidential and do not share them with any unauthorised person. The Software Services are not intended for use by anyone under the age of 16 unless otherwise explicitly specified by Klappir. You are responsible for any and all actions taken using your Users' access to the Software Services and agree to notify Klappir of any suspected or actual unauthorised use.

Article 12. Modifications of Service

- 12.1. You acknowledge and agree that nothing in these Terms constitutes an undertaking by Klappir to provide the Software Services in their present form or under any specifications. Klappir, in its sole and absolute discretion may from time to time make additions to, deletions from, modifications to, or change the format and features of the Software Services. Klappir is under no obligation to retain or make available previous versions of the Software Services.

- 12.2. You also acknowledge that Klappir may be required by law to alter or modify the Software Services. If such requirements by law apply to the Software Services in a way that may affect or impair them, Klappir shall bear no responsibility and shall not be obligated to refund any fee to you in whole or in part.

Article 13. Customer Success

13.1. Klappir provides support to users who have purchased a Subscription to the Software Services via a help desk during the hours of 9:00 to 16:00 in the time zone GMT/UTC±00:00 on weekdays, excluding public holidays in Iceland (“Support”).

You should use reasonable efforts to resolve the issue at hand, including reading of Documentation, before requesting Support. Support is not intended as a substitute for Advisory Services and Klappir reserves the right to reject Support requests for this reason.

13.2. During the subscription term and subject to these Terms and the applicable Quotation, you may purchase Customer Success Services from Klappir including account setup, activation of currently available supplier web services, assistance in establishing data sharing pathways between you and your suppliers and assistance in creating sustainability reports utilising your Data and Information.

13.3. Customer Success Services requested by you and provided by Klappir may be described in the applicable Quotation or a Statement of Work agreed in writing between you and Klappir.

13.4. You agree that it is your responsibility to provide all necessary access to information and technology that may be required by Klappir in order to provide the Services. You warrant that you have all necessary permission to grant Klappir access to information and technology so that Klappir will not be infringing any third-party rights. Klappir may revise any delivery schedule if you do not comply with this clause, or cancel previously agreed Services if the non-compliance is serious.

13.5. You agree that Data that Klappir processes on your behalf, i.e. by inputting into the Software Services, while providing Support and/or Advisory Services shall, for the purpose of these Terms, be considered Data shared by you in accordance with Article 16.

13.6. Klappir warrants that it will perform Customer Success Services using reasonable skill and care and in accordance with the applicable Quotation or Statement of Work. This is Klappir’s sole warranty relating to the Services.

Klappir does not warrant uninterrupted or error free operations of the Customer Success Services or any deliverable items. If you provide Klappir with a written notice that the Customer Success Services or deliverables do not conform with the foregoing warranty within 30 days of completion of the Services or delivery of deliverables, your remedy and Klappir’s sole obligation will be to either re perform the specific non-conforming portion of the Services or refund you an amount equivalent to the charges invoiced for the non-conforming portion of the services, at Klappir’s discretion. Klappir’s limited liability will be subject to the limited liability clauses in these Terms.

13.7 Klappir’s other support services including service level commitments and maintenance, and applicable error-response commitments and response times are in accordance with the Maintenance and Support Policy.

Article 14. Warranty & Disclaimer

14.1 Klappir warrants that for a period of thirty (30) days from Delivery (the “Warranty Period”) the Software Services shall operate in substantial conformity with the Quotation.

Klappir does not warrant that the use of the Software Services will be uninterrupted or error-free or that any security mechanisms implemented by the Software Services will not have inherent limitations.

Klappir’s sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Klappir’s sole discretion, to use commercially reasonable efforts to provide an error-correction or work-around which corrects the reported non-conformity, or if Klappir determines such remedies to be impracticable within a reasonable period of time, to refund the Subscription fee paid for the applicable Software Services for the period of non-conformity.

Klappir shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period. For the avoidance of doubt, this warranty applies only to the initial Delivery of Software Services under a Quotation and does not renew or reset, for example, with the delivery of (a) Software Service updates, (b) Advisory Service or (c) Subscription renewals.

14.2. To the fullest extent permitted by applicable law, none of Klappir or any of its Authorised Partners, affiliates, their members, directors, officers, employees, agents, and contractors has made or shall be deemed to have made any representations or warranties whatsoever with respect to the Software Services.

The Software Services provided by Klappir, or any of its affiliates, their members, directors, officers, employees, agents, and contractors is provided on an "as is" basis, and Klappir expressly disclaims any and all warranties, express or

implied, including without limitation warranties of merchantability, fitness for a particular purpose, title and non-infringement.

Klappir does not warrant that the Software Services, including Data streams, will be uninterrupted or error-free but will endeavour to rectify errors and interruptions in accordance with Klappir's Maintenance and Support Policy. Klappir does not warrant or represent the use of the Data or Information in terms of its correctness, accuracy, reliability, or otherwise.

14.3. Exclusions: The above warranty shall not apply:

- (i) if the Software Services are used with hardware or software not authorised in the Quotation;
- (ii) if any modifications are made to the Software Services by you, any User or any third party;
- (iii) to malfunctions in the Software Services due to accident, abuse or improper use by you or any User;
- (iv) to malfunctions in the Software Services due to faulty Data stemming from third parties,
- (v) to malfunctions in the Software Services due to a computer virus, computer worm or any Data from third parties that have damaging characteristics to the functioning of the Software Services, or
- (vi) to any Software Services provided on a no-charge or evaluation basis.

If the respective Product makes use of maps, Klappir endeavours to ensure the maps are free of errors but does not warrant the maps or map features are accurate. The boundaries and names shown and the designations used in the maps do not imply official endorsement or acceptance by Klappir.

14.4. Disclaimer of Warranties: Except as expressly set forth in this Article 14, the Software Services, including without limitations all modules, additions and third-party code, and all Advisory Services are provided "as-is".

Neither Klappir nor its licensors make any other warranties, conditions or undertakings, express or implied, statutory or otherwise, including but not limited to warranties of title, merchantability, fitness for a particular purpose or non-infringement. You may have other statutory rights. However, to the fullest extent permitted by law, the duration of statutorily required warranties, if any, shall be limited to the limited warranty period.

Article 15. Data Received

15.1. You acknowledge that Data from third-party sources, including other customers of Klappir, is integral to many Software Service modules. By purchasing a Subscription or initiating use of the Software Services you agree to provide Klappir with any Data procurement authorization needed for any relevant Data through a third-party data source.

15.2. When Klappir requests a written Data procurement authorization Klappir shall provide you with a third-party Data procurement authorization form and you shall promptly sign the form granting Klappir unlimited viewing and handling access to the relevant Data subject to these Terms.

15.3. You shall provide Klappir with all the necessary assistance and support in establishing Data flow mechanisms from the third-party Data source, including but not limited to providing access to your internal IT department, technical support and facilitating communication with the relevant third party.

15.4. You understand that the quality and completeness of all Data from third parties, made available in connection with the Software Services is the sole responsibility of the third party from whom such Data and other content originated. This means that Klappir is not responsible for Data flow integrated into the Software Services. Although Klappir provides data quality monitoring services, Klappir does not control or monitor the entirety of Data managed in the Software Services and, as such, does not guarantee the accuracy, completeness, integrity or quality of such Data. Under no circumstances will Klappir be liable in any way for any Data or Information, including, but not limited to, any errors or omissions in any Data and Information, or any loss or damage of any kind incurred as a result of the use of any Data and Information made available in the Software Services.

15.5. You acknowledge and agree that any data provided to you via the Software Services, including data from other customers and third-party sources may be inaccurate or incomplete and are subject to error, delay or change. Reliance upon or use of such Data via Klappir's Software Services shall be at your sole risk.

Article 16. Data Sharing

- 16.1 The Software Services may provide to you a Data and Information sharing option in and between users of the Software Services.
- 16.2 You acknowledge that any Data and Information sharing done between users of the Software Services is at your sole discretion and responsibility.
- 16.3 Data ownership and licence grant. You will remain the proprietor of Data you submit. By submitting Data, you agree to grant Klappir a worldwide, royalty free licence to access, process, copy, distribute, display, export and otherwise use the Data and Information to the extent necessary to provide the Software Services in accordance with the Documentation for the duration of the Agreement. You furthermore grant Klappir a worldwide royalty free perpetual licence to access, process, copy, distribute, display, export and otherwise use the Data and Information in an anonymized form, to perform industrial analytics and for other similar scientific and/or comparative purposes, including after the duration of the Agreement.
- 16.4 You may submit Data into the Software Services pertaining to third parties that are not registered as users of the Software Services (“Non-Registered Entities”). You are solely responsible for all information you submit pertaining to Non-Registered Entities, including contact information and other personally identifiable information.
- 16.5 Validation of recipients. Klappir will endeavour to validate customers and users that request and receive Data via the Software Services based on information available to Klappir at each time. However, it is ultimately your responsibility to validate the recipient of Data shared by you via the Software Services and Klappir takes no responsibility for any Data inadvertently shared by you with any party.
- 16.6 If you share Data within the Software Services, you are responsible as a proprietor of the Data, if the Data is infected with malicious code, data or program that damages or interferes with the operation of the Software Services or Klappir’s infrastructure, regardless of whether such sharing was intentional or unintentional by you or your Users. You agree to take all necessary actions and precautions to prevent the introduction and proliferation of any malicious code, program or data into the Software Services and you agree to give Klappir any necessary assistance in pursuing legal action against any person or entity responsible for such damage.

Article 17. Limitation of Liability

- 17.1. Consequential damages waiver: Except for Excluded Claims as defined below, neither party nor their affiliates shall have any liability arising out of or in relation to these Terms for any consequential, special, incidental, indirect, or punitive damages or any other similar damages including, but not limited to any loss of profits, sales, data, revenue, goodwill, reputation, business interruption, and damages that may result from the use of the Software Services, any loss of use, delay or interruption of service, or omissions or inaccuracies in the Data or Information even if the or any other party has been advised of the possibility thereof.
- 17.2. Liability Cap: Except for Excluded Claims, each party’s and their affiliates’ aggregate liability to the other party arising out of or related to these terms shall be limited to the amount actually paid or payable by you to Klappir for the Subscription Services in the six (6) months immediately preceding the claim.
- 17.3 Excluded Claims: “Excluded Claims” means (1) Subscription fees and other payments owed by you to Klappir, (2) either party’s express indemnification obligations in these Terms, and (3) your breach of Section 3.4 (Usage Restrictions) or Article 4 (Ownership and Permitted Use).
- 17:4 Klappir and its affiliates will not be liable or responsible in negligence or otherwise to any person or entity not a party to this Agreement for (i) any Information, Data or advice expressly or impliedly given by Klappir or (ii) any act, omission or inaccuracy by Klappir.
- 17.5. Klappir Indemnity: Klappir shall defend, indemnify and hold you harmless from and against any claim by a third party alleging that the Software, when used as authorized under these Terms, infringes a patent, copyright or trademark and shall indemnify and hold you harmless from and against any damages and costs awarded against you or agreed in settlement by Klappir (including reasonable attorneys’ fees) resulting from such claim, provided that Klappir shall have received from you:
- (i) prompt written notice of such claim (but in any event notice in sufficient time for Klappir to respond without prejudice);
 - (ii) the exclusive right to control and direct the investigation, defence, and settlement (if applicable) of such claim; and

(iii) all reasonably necessary cooperation from you.

If your, or your User's use of the Software Services is (or in Klappir's opinion is likely to be) enjoined, if required by settlement, or if Klappir determines such actions to be reasonably necessary to avoid material liability, Klappir may, in its sole discretion:

- (a) substitute for the Software Services substantially functionally similar programs and documentation;
- (b) procure for you the right to continue using the Software Services; or if (a) and (b) are not commercially reasonable,
- (c) terminate the Agreement and refund to you the Subscription fee paid by you as reduced to reflect a period of your unused subscription period.

The foregoing indemnification obligations of Klappir shall not apply:

- (1) if the Software Services are modified by any party other than Klappir;
- (2) if the Software Services are combined with products or processes not provided or expressly authorized by Klappir;
- (3) to claims relating to any unauthorised use of the Software Services;
- (4) to any third-party code contained within the Software Services; or
- (5) if you settle or make any admissions with respect to a claim without Klappir's prior written consent. This Article 17 sets forth Klappir's sole liability and your sole and exclusive remedy with respect to any claim of intellectual property infringement.

17.6. Indemnification by you: You shall defend, indemnify and hold harmless Klappir from and against all costs, damages, losses, liabilities and expenses, arising out of any claim by third parties resulting from or relating to:

- (i) any breach by you or any User of the Usage Restrictions detailed in these Terms or
- (ii) a claim related to your Data sharing via the Software Services including claims that the Data violates intellectual property rights or privacy or other rights,
- (iii) any proprietary claims made by third parties relating to Data shared by you or
- (iv) any breach by your Affiliate of these Terms or the Agreement, and shall indemnify and hold Klappir harmless from and against any damages and costs awarded against Klappir or agreed in settlement by you (including reasonable attorney's fees) resulting from such claims, provided that you shall have received from Klappir:
 - (a) written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice);
 - (b) the exclusive right to control and direct the investigation, defence, and settlement (if applicable) of such claim; and
 - (c) all reasonably necessary cooperation from Klappir. You may not settle any such claim relating to the Software Services without Klappir's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

Article 18. Force Majeure

Neither party shall be liable to the other party if it is prevented or delayed in the performance of any of obligations under these Terms (except for a failure to pay fees) if the delay or failure is due to circumstances deemed to be Force Majeure. For the purpose of the Agreement, "Force Majeure" shall be deemed to be any cause affecting the performance of the Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties, including: industrial disputes and any other circumstance beyond the control of the parties, such as fire, war, mobilisation or military call up of a comparable scope, requisition, seizure, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this Article, failure or diminishment of power or telecommunications or data networks or services, or refusal of a licence by a government agency. Excuse from performance does not extend the duration of the provided Advisory Services to you nor does it extend any subscription period of the Software Services.

Article 19. General

- 19.1. Severability: If any provision of this Agreement or the application thereof to any person, entity or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 19.2. No forbearance or delay by Klappir in enforcing its respective rights will prejudice or restrict any other of its rights in other provisions and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or any later breach.
- 19.3. Headings: The headings in these Terms are inserted for convenience only and in no way are intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provision thereof.
- 19.4. Amendments: No waiver. Notwithstanding Klappir's right to update these Terms according to Article 21, no supplement, modification, or amendment of the Agreement between the Parties shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement and clearly indicated as a supplement or amendment to the Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a written document signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form, including any electronic invoicing portals and vendor registration processes, employed by you will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.
- 19.5. Entire Agreement: The Agreement, of which these Terms form an integral part, is the complete and exclusive statement of the mutual understanding between the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the Agreement. However, if you have entered into a separate written agreement signed by Klappir for use of the Software Services, the terms and conditions of such other agreement shall prevail over any conflicting terms or conditions in these Terms but these Terms will otherwise govern the overall Agreement between the parties.
- 19.6. Independent Contractors: The parties to the Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 19.7. Confidentiality. Each party may be given access to Confidential Information of the other party in order to perform its obligations under the Agreement. The parties irrevocably agree to hold the other's Confidential Information in confidence and not make it available to any unauthorised third party or use it for any purpose other than for the performance of the Agreement.

Article 20. Dispute Resolution

- 20.1. These Terms shall be governed by and construed in accordance with Icelandic law.
- 20.2. The parties agree to consult and negotiate any claim or controversy arising out of or relating to these terms and attempt to reach a solution recognizing the interests of both parties. If the parties are not able to reach such a solution within 60 days, each party irrevocably agrees that any legal action, claim, suit or proceeding that arises out of or in connection with these Terms or the Agreement, shall be subject to the exclusive jurisdiction of the District Court of Reykjavik.
- 20.3. Nothing in these terms will prevent Klappir from seeking injunctive relief, whether in form of temporary restraining order, preliminary injunction, or any similar order, from any court of appropriate jurisdiction, e.g. courts at a Customer's place of residence, with respect to a suspected violation of intellectual property rights, confidentiality obligations or to collect any debt owed or enforce any order or award.

Article 21. Updates to Terms and Software Services

- 21.1. Klappir may modify and update these Terms from time to time and will notify you in accordance with these Terms and post the most up to date version of the Terms on the Klappir Website and in the Software Services.
- 21.2. For Non-Paying Customers using the Software Services, updates to these Terms take effect immediately upon notification unless otherwise stated and your only remedy is to cease use of the Software Services.
- 21.3. For paying Customers of the Software Services, modifications and updates will take effect upon the next renewal of your Subscription, or in 30 days from notification, whichever occurs first.

Article 22. Assignment

You may not assign or transfer these Terms or the rights granted in them without the prior written consent of Klappir, such consent not to be reasonably withheld. However, you may assign these Terms and the Agreement to your successor company resulting from a merger, acquisition or sale of shares representing majority voting power, or substantially all assets, provided

- i) that you provide Klappir with prompt written notice of such assignment and
- ii) your successor company explicitly agrees to take over all of your obligations according to these Terms and the Agreement.

Klappir shall be entitled to assign these Terms in whole or in part without your consent.

Article 23. Notices

- 23.1. All notices relating to these Terms must be given in writing. Klappir may provide notices to the email addresses provided by you and/or your Users and associated with your Account or send you notices via the Software Services. Klappir's notices will be deemed delivered on the next business day after sending.
- 23.2. You may give notices to Klappir by post to Klappir Green Solutions hf., Attn: Product Management/Legal, Hlíðasmári 3, 201 Kópavogur, Iceland. Your notices will be deemed delivered upon receipt.
- 23.3. For notices unrelated to these Terms and the Agreement, please refer to email addresses made available on the "contact us" page of the Klappir Website.

Schedule A

Additional terms for Klappir IRO.

GENERAL

This Schedule A applies if you are a user of the solution Klappir IRO. Klappir IRO is a web-based add-on to the Klappir Sustainability Platform, developed by BravoEarth ehf. (hereinafter: "the Supplier") and Derventio Education Ltd. and distributed by Klappir under the brand name "**Klappir IRO**" according to a Partnership Agreement with the Supplier.

The Supplier offers a service for sustainability management, Klappir IRO (in the context of this Schedule A: "the Service"). The company that purchases this solution for use within its operation is referred to as "the Client".

By purchasing a subscription to Klappir IRO from Klappir, either as a stand-alone solution or as part of a broader service-offering, the Client obtains a non-exclusive licence to use the Service in its undertaking. The Client does not have a right to use the Service for another undertaking or to sub-licence or assign the Service.

By using the Service, the Client accepts that the terms in this Schedule A govern its use. This Schedule A may be modified from time to time in accordance with Klappir's Service Terms.

CONNECTION AND LICENCE

Klappir, under agreement with the Supplier, hereby grants you, the Client, a non-exclusive, non-assignable, non-sub-licensable and limited right to use the Service in your own undertaking, provided that the use always complies with this Schedule A and any other terms that the Supplier may set for the Service from time to time. The licence is conditional on the Client paying all applicable licence fees to the Supplier.

The licence is granted for a set number of users and site-licences, as defined in the order from the Client.

The Client shall be responsible for internet connection for access to the Service and/or mobile costs that may arise due to the use of the Service.

The Supplier shall give the Client access and permission to use the Service according to these General Terms, but the Client confirms that the Client alone shall be responsible for obtaining any permissions that may be required to publish material via the Service.

The Client shall be responsible for personal data concerning data stored in the Service and is thereby responsible for all handling of personal data that takes place within the framework of the use of the Service.

The Service may include links to third-party services and such services may be accessible to the Client via the Service. Such services shall be subject to the respective third parties' terms and provisions applying to these services. The Client is recommended to read third-party terms carefully, as they constitute an agreement between the Client and the third party. The Supplier shall not be behind or responsible for any third-party service or any transaction that the Client may enter into with the provider of such services.

USERS

When taking out a single-user licence, the Client must designate the person who will use the Service within the framework of the licence ("the User"). The Supplier assigns a personal user account with username and password to the User. Single-user licences may only be used by the User registered by the Supplier. If the Client wishes to change the designated User according to a single-user account, the Client must notify the Supplier of this.

When taking out a site-licence, the Client must register users (e.g. the Client's employees) ("the Users") of the Service. A site-licence comprises two or more Users. If the Client wants to increase the number of Users it must contact the Supplier or Klappir. The Users are provided with a personal user account with username and password. The Users have no right to use any other person's username and password when using the Service. The Client may change registered Users during the subscription period. The Client shall be responsible for the personal data collected and handled for setting up and maintaining user accounts. Before logging into the Service for the first time, the Users must accept the terms in this Schedule A, which are reflective of the Supplier's terms. The Supplier and Klappir reserve the right, at either party's own discretion, to close accounts and discontinue the use of the Service, if the Users violate these terms.

RIGHTS

All copyrights, trademarks, domain names and other intellectual property rights associated with the Service belong either to Klappir, the Supplier or its licensor, and all copyrights and intellectual property rights to the Service are reserved as well as material existing therein. The licensor does not give you any right to use any of these characteristics, neither for commercial nor non-commercial use.

The Client may not copy, disclose logins, reproduce, license, lend out, sell or in any other way transfer or communicate all or part of the Service and the documentation or any interest therein or in favour of a third party. The Client must respect all statements about copyrights found in the Service. The client may not deliberately violate the copyright when the Client creates templates and forms, and the Client must take care that its staff fulfil all terms in this schedule and will be held responsible for any violations.

INFORMATION ENTERED

Data and documentation that the Client or the Users create, store or upload to the Service ("Information") are owned by the Client.

Neither Klappir nor the Supplier may reproduce, distribute, transfer or provide access to the Client's information except upon written approval from the Client. Neither Klappir nor the Supplier may render any copies of the Client's data except for what is required for normal security copying.

When using the Service, you guarantee that Information:

does not infringe intellectual property rights (including copyrights) or right of publicity or confidentiality for any third party or in any other way violates such third party's rights;

does not constitute information that you do not lawfully have the right to distribute (e.g. confidential information);

does not contain information that is offensive or misleading;

does not constitute information that may be considered to be threatening, derogatory, offensive, racist or ethnically offensive, discriminating, slanderous or in any other way illegal or inappropriate.

Both Klappir and the Supplier shall have the right, but not the obligation, to remove content from the Service that conflicts with the above terms at Klappir's and/or the Supplier's discretion. Neither Klappir nor the Supplier carries out any active examination of content that you have disclosed, made available or in any other way used in connection with the Service and neither Klappir nor the Supplier holds any responsibility for deletion or loss of any content.

PRICE, PAYMENT TERMS AND PRICE CHANGES

The licence is either a single-user licence (a named User) or a site-licence (two or more named Users). Prices for the Service are according to the quotation from the Supplier and/or Klappir.

The Supplier and Klappir have the right to change the prices during the term of the agreement. In case the Supplier and/or Klappir decides to change the price, the Supplier and/or Klappir shall notify the Client no later than one (1) month before the change comes into force. Written notification means letter by post, email message or another electronic message via the Service.

In case the parties agree to add further modules or functionality to the Service, the Supplier, upon introduction or activation of a new module, has the right to charge an additional fee.

Klappir, on behalf of the Supplier, invoices in advance in accordance with the quotation and/or other agreement made with the Client.

The Supplier is, on specific order from the Client, entitled to compensation for work in connection with upstart of the subscription, including compensation for travel and outlays. Such expenses are invoiced after delivery.

Invoices are payable within 30 days. In case of late payment, a reminder fee and interest on overdue payments according to the law on interest will be charged. The Supplier reserves the right to deny access to the Service for the Client and the Users, whom the Client has connected in case of late payment.

TERM OF AGREEMENT AND TERMINATION

The subscription shall apply during the introductory period that the parties agree on in accordance with the order, and the subscription is subsequently renewed annually if it is not cancelled at least one month before the end of the current subscription period.

If the Client does not fulfil its obligations according to these Terms, the Supplier may cancel the subscription and terminate the connection, if the Client does not take corrective measures within 14 days from the Supplier's request in this regard. On cancellation of the subscription according to the above-mentioned section, paid subscription fees will not be refunded.

If the Users under a site-licence do not fulfil their obligations according to these Terms, the Supplier may cancel the user account and terminate the connection for the Users in question. On cancellation of a user account according to the above-mentioned section, paid subscription fees for the user account will not be refunded.

Moreover, the Supplier has a right to cancel the subscription and the Client's connection during the term of the agreement with three (3) months' notice. On cancellation of the subscription and the connection, the Client has the right to request the Supplier to refund the part of the subscription fee concerning the period after the connection has been terminated.

When the subscription and the connection are terminated, the Client and the Users no longer have the right to use the Service. If, after the subscription has ended, the Client wishes to have access to information that the Client has entered and stored in the Service, it is the Client's responsibility to store such information in another suitable data medium belonging to the Client before the connection is terminated. If the Client requests so, the Supplier may assist in such transfer. The Supplier will delete all data, including user information, and information, which the Client or Users have stored in the Service, one month after the termination of the subscription. It should be noted that the Supplier has no possibilities of restoring data when data and information belonging to the Client have been deleted. The Client is responsible for copying the data and information published or stored via the Service, if the Client wants to save this material.

OPERATION, SUPPORT and MAINTENANCE

The Supplier shall take reasonable measures to ensure that the Service is accessible for the Client for 99.9 % per year. Time for carrying out measures for maintenance as stated below is not included in the guaranteed accessibility.

The Supplier takes regular security copies of the content of the Service.

If the accessibility falls below the guaranteed accessibility, the Client is entitled to financial compensation in the form of price reduction of the next renewal fee for the Service.

The Supplier has the right, when needed, to take measures that affect the accessibility to the Service for maintenance of the Service or for operating or security reasons. The Supplier shall expedite such measures with a view to limit disruption of the Service as much as possible. The Supplier shall in reasonably good time inform the Client of planned measures that should primarily be made outside of office hours.

UPGRADING AND MODIFICATIONS

The Supplier and Klappir will make upgrades of the Service available to the Client as long as the subscription is active.

The Supplier may at any time modify the Service, e.g. by adding or removing functions. Such modification may be made without prior notice to the Client, if the modification does not clearly affect the Client's use of the Service.

Moreover, Klappir has the right to change the Terms of this Schedule at any time and may, e.g., be required to do so to reflect changes made by the Supplier. Klappir will keep the most current version of this Schedule available on its website. If the Client does not accept such updated user terms, the Client may cancel the connection according to item 6 above.

LIMITED GUARANTEE, LIABILITY

The Supplier makes the Service available "as is", and neither Klappir nor the Supplier provides any guarantees regarding the Service. Neither Klappir nor the Supplier shall under any circumstances be liable for any loss (including without limitation any indirect or consequential loss or damage, loss of data or use) arising due to the Client's, Users' or third parties' use of the Service

DISPUTES

Any dispute arising relating to the use of the Service, or the interpretation or application of this Schedule A, must primarily be resolved through negotiation between the parties. If the dispute cannot be resolved through negotiation, the issue must be resolved by the Reykjavik district court as the first instance. Any disputes shall be settled under Icelandic law.

CONTACT DETAILS

For assistance or questions regarding the Service or account- and/or payment-related questions relating to the Solution, please refer to the “Contact Us” page on the Klappir website, www.klappir.com. For other notices please refer to the “Notices” section of the Klappir Service Terms.