

GENERAL TERMS

Please read the General Terms carefully as it governs the use of Klimato's Service.

1. DEFINITIONS

1.1 The following definitions apply to the General Terms:

a) Klimato AB, Medborgarplatsen 3, 118 26, Stockholm, Sverige, 559139-1759, and/or its subsidiaries, will below be referred to as: Klimato,

b) the Company which has agreed to subscribed to Klimato's services will be referred to as: the Customer,

c) the application provided by Klimato available at app.klimato.se.,

d) klimato.se, app.klimato.se, will be referred to as: the Site.

e) the agreement between Klimato and the Customer regarding the right to use the Service, will be referred to as: the Agreement,

f) the provisions set forth in this Document, will be referred to as: the General Terms.

g) personal user accounts created under the Customer's subscription to access the Service, will be referred to as: User(s).

h) the underlying data enabling the Service to create CO2e-values for recipes will be referred to as: CO2e-data,

i) the CO2e-values provided by Klimato in the Service will be referred to as: CO2e-values

j) the catalogue containing previously registered CO2e-marked recipes which is editable and accessible for all users using the Service will be referred to as the Recipe-database.

2. GENERAL

2.1 The provisions in the General Terms are applied to the use of the service developed and provided by Klimato. These provisions shall be valid upon 31 of July 2021.

2.2 The Customer and Klimato have closed an agreement regarding a right to use the Service. For the purpose of the Agreement, the Customer has undertaken to comply with the provisions set forth in the General Terms.

3. USER RIGHTS AND UNDERTAKINGS

3.1 The Customer is granted a non exclusive, non transferable, revocable, limited right to use the Service during the term of the Agreement.

3.2 Klimato grants the Customer the agreed number of Users and admin accounts set forth in the Agreement. Only specifically entrusted employees of the Customer may use the Service through these Users and admin accounts. The Customer shall upon request from Klimato report which employees are using the Service.

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3.3 The Customer can at its own restaurant site(s) for commercial reasons create a unlimited number of recipe calculations. A recipe must consist of more than 2 (two) ingredients. The Customer can access the Recipe-database in the Service.

3.4 In order to access the Service the Customer will have User(s). Every User needs an identification and password to the Site. A User belongs to an individual physical person working for the Customer. The Customer undertakes to create strong passwords and to keep the passwords secret.

3.5 The Customer is responsible for all costs incurred from or related to the use of the Service, such as data connection fees.

3.6 If not agreed otherwise in writing, the Customer undertakes to use the label of Klimato whenever displaying CO₂e values of recipes or menus from the Site. Further provisions regarding the use of Klimato's label are found in clause 7.6.

3.7 If the Customer uses the Service through an integrated technical solution, it shall ensure that (i) CO₂e values are requested from Klimato's API for each individual recipe CO₂e-data-request, and (ii) the Customer's API-key is stored on the server (back-end) of the client-server model. The Customer is strictly liable for damages, costs, losses, detriment, of any kind caused by not fulfilling the requirements in this clause. If these requirements are not fulfilled, Klimato is entitled to terminate the Agreement with immediate effect.

3.8 The rights to use the Service granted in clause 3.1 do not include the uses set forth in this clause subparagraph a-f. The following uses are disallowed and each use described below shall be regarded as a material breach of the General Terms:

- a) extract or try to extract CO₂e-values for separate ingredients or products from the Service, or
- b) in any form, adapt, reproduce, change, modify, sub-license, sell or distribute all or any part of the Service, or
- c) in any format, publish, spread or otherwise make accessible parts of or the whole CO₂e-data or any database-like products, or
- d) use all, or any part of, or any derivative works of the Service as a part of another product or service, or
- e) reverse engineer or in any other way decompile or disassemble the Service, or
- f) use web crawlers or tools of similar nature or in any other undue way extract information from the Service regarding for example the CO₂e data or any of the users of the Service, or
- g) In any format, digital or physical, save or in any other way store information about the CO₂e values derived from the Service outside of the Site.

3.9 If the Customer or any of its Users commits a material breach of the Agreement or of the General Terms, Klimato has the right to stop distributing the Service to that specific User belonging to the Customer. If multiple Users commit breaches of the Agreement or the provisions of the General Terms, the Klimato has the right to immediately stop delivering the Service to the Customer. Any such Service-stop shall not be regarded as a breach of the Agreement.

4. CUSTOMER LIABILITY

4.1 The Customer is liable for all use of the Service under its Users. The Customer shall make sure that all usage is in compliance with the provisions set forth in the General Terms and with applicable laws.

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4.2 The customer undertakes to indemnify and keep Klimato indemnified against all damage and costs of any kind (including reasonable costs for legal representatives) arising directly or indirectly from:

- a) a material breach to the provisions set forth in the General Terms committed by the Customer or any of its employees or its Users,
- b) a material breach of the Agreement committed by the Customer or any of its employees or any of its Users,
- c) any of the Customer's or User's use of the Service,
- d) copyright or trade secret infringements committed on the Site or Service by the Customer's Users.

4.3 Each material breach committed by the Customer to any of the following clauses: 3.8.a, 3.8.b, 3.8.c, 3.8.d, 3.8.e, 3.8.f, 3.8.g and 7.3, 7.4, 11.2 in the General Terms shall cause the Customer to pay a penalty of 100 000 (one hundred thousand) SEK to Klimato. In the event of recurring breaches the party shall pay a penalty for each breach. This clause shall not limit Klimato's right to make further claims against the Customer.

4.4 The customer may not through its Users give access to the Service to any third parties, employees which are not specifically entrusted or any other person alien to the Agreement. If the Customer gives access to the Service to any such unauthorised person, it shall be liable to pay 25 (twenty five) % of the penalty set forth in clause 4.4 in the General Terms. This clause shall not limit Klimato's right to make further claims against the Customer.

4.6 Clause 4 shall survive the termination of the Agreement.

5. SERVICE

5.1 The content of the Service is described in the Agreement. Klimato's Service can, depending on the type of subscription, provide different tools and functionalities. To get access to the Service, the Customer needs a User. The User's details, such as password, can be changed during the term of the Agreement.

5.2 Klimato has the right to change and update the functionalities and content of the Service and Site without any prior approval of the Customer. The Customer acknowledges and accepts that Klimato uses Google Analytics to analyze the Users behaviour on the Site and Service. Further provisions about the use of Google Analytics are found in Klimato's privacy policy.

5.3 By using the CO₂e-calculator the Customer consents to Klimato, at a third party server, saving all uploaded recipes. Recipes can be saved either available solely for the Customer's organisation or for all users on the Site. The Customer can at any time during the term of the Agreement delete its recipes from the Service.

5.4 All calculation results are presented as CO₂e-values (carbon dioxide equivalent values) measured in kilograms of CO₂e.

5.5 CO₂e-data provided in the Service derive from RISE if you are a User with a business establishment on Swedish or Norwegian territory.

5.6 CO₂e-data provided in the Service derive from Klimato if you are a User with a business establishment outside of Swedish and Norwegian territory.

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5.7 The Customer acknowledges and accepts that the CO₂e-calculator only will provide reasonably accurate results if the data input to the calculator is accurate and correct in regards to weight, origin, production method. The Customer acknowledges and accepts that the CO₂e-data is not specific in regards to (I) brands, or producers, or farmers or (II) not accounting with the CO₂e emissions of packaging or, waste management, or retail, or consumption of food products.

5.8 The Customer acknowledges and agrees that the CO₂e calculations deriving from the Service may differ from the actual CO₂e emitted from the production of the food product or ingredient. Klimato intends to provide the Customer with results which are as accurate as possible, however Klimato does not guarantee that the Service provides correct CO₂e calculations. Klimato shall not be held liable for any incorrect CO₂e-values. If the Customer finds any deviant or doubtful values, it undertakes to inform Klimato. In such a case Klimato undertakes to within reasonable time investigate the deviation.

6. UNDERTAKINGS OF KLIMATO AND LIMITATION OF LIABILITY

6.1 Klimato undertakes to under normal circumstances keep the Service available at all times.

6.2 Klimato reserves itself the right to have temporary breaks in the availability of the Service for the purpose of technical maintenance. For any interruptions in availability of the Server planned to last more than 48 hours, Klimato undertakes to inform the Customer.

6.3 The Customer accepts and acknowledges that the Service is available as is and there may emerge technical problems such as but not limited to download and upload errors, CO₂e-calculation errors, data import errors, errors when creating reports or recipes, when using the Service. Klimato is not responsible for any such faults. Klimato undertakes to, upon request, take reasonable measures to resolve any problems in regards to the functionality of the Service. Klimato is not liable for any prior explicit or implicit, oral or written, warranties regarding the adequacy or quality of the Service. Klimato disclaims from any responsibility in regards to satisfactory quality of the Service. Klimato disclaims any liability in regards to inaccurate CO₂e-calculations or erroneous data. This clause shall not limit Klimato's responsibility for a complete or partial omission or fault in regards to Klimato's essential commitments under the Agreement or the General Terms in regards to the Service

6.4 Klimato is liable for damages caused by negligence to the customer with the following limitations.

6.5 Klimato is not responsible for indirect damages or costs, such as but not limited to loss of profit or damages caused by decrease in turnover, caused to the Customer.

6.6 Klimato shall indemnify the Customer in regards to costs deriving from arbitration or any legally binding judgement caused to the Customer by using the Service, if the damage award is due to an intellectual property infringement which Klimato is liable for, and the use of such rights in the Service is to be regarded as an infringement. Klimato's liability in this regard is only valid if the Customer immediately after becoming aware of the claims or demands informs Klimato about them. The Customer shall to a reasonable extent provide advice, help and information regarding the claim.

6.7 Klimato undertakes to responsibly select which third party services to integrate to the Service and Site. Klimato is not responsible for any detriment, costs, damage, directly or indirectly, caused by third parties' services which are integrated in the Service or Site.

6.8 Klimato is not liable for any third party application or function or user content.

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6.9 If not caused intentionally or by gross negligence, Klimato's liability is limited to 70 % of the annual price excluding VAT and including any discounts, paid by the Customer in the year of the tortious act . Any claim, request or demand for indemnity must be made in writing within 1 (one) month from the date that the Customer becomes aware or should have been aware of the cause of claim for damages. 3 (three) months after the expiry of the Agreement, the Customer loses its right to make any claims towards Klimato.

6.10 Clause 6 shall survive the termination of the Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 If not agreed otherwise in writing, Klimato is, to the furthest extent and for the longest period permitted by law granted a unrestricted, irrevocable, worldwide, and royalty free right to: use, sell, reproduce, adapt, modify, publish, translate, create derivative works, distribute and display, any recipes, recipe databases or other materials saved or registered by the Users on the Site or Service.

7.2 The Customer accepts that by selecting the available-for-all-users-option, the recipe becomes part of Klimato's Recipe-database and that it is the Customer's own responsibility to get its users to (i) select the appropriate option for saving (ii) delete all of its recipes which the Customer does not want to share on the Site before the expiry of the term of the Agreement. Klimato disclaims any responsibility for unwanted or accidental spread, publication of recipes or other recipes on the Site caused by the Customer or any of its Users.

7.3 Klimato's CO2e-data is protected by Swedish and EU law. Nothing in the General Terms or the Agreement shall grant the Customer a right to (i) sell, or (ii) reproduce, or (iii) modify, or (iv) adapt, or (v) publish, or (vi) sublicense, or (vii) distribute, or (viii) in any other way spread, all or any portion of the CO2e-data.

7.4 The Recipe-database is full and unrestricted property of Klimato. The Recipe-database is protected by Swedish and EU copyright law. Nothing in the General Terms or the Agreement shall grant the Customer a right to (i) sell, or (ii) reproduce, or (iii) publish or (iv) sublicense, or (v) distribute, or (viii) in any other way spread the Recipe-database. If the Customer or any of its employees or Users use the Recipe-database in a unpermitted way, it shall cause the Customer to pay a penalty. This clause does not limit Klimato's right to make claims towards the customer.

7.5 All intellectual property rights, such as but not limited to; copyrights, code, logotypes, labelling which are available on the Site are full and exclusive property of Klimato and or/its partners. The Customer is not granted the right to use, reproduce, adapt, translate, sell, sub-license, distribute, publish, all or any or any part of these intellectual property rights, unless explicitly stated so in the General Terms or the Agreement.

7.6 The Customer is, during the term of this Agreement, granted a limited, revocable, non-exclusive, non transferable, right to use marketing materials provided by Klimato and Klimato's labels presented in Appendix 1. The labels shall be used with respect to Klimato's corporate identity and may only be used in accordance with good marketing practice and only in connection to the use of the Service. Whenever in doubt whether a use is lawful, undue or whether it complies with the corporate identity, the Customer shall consult Klimato. If Klimato, at its sole discretion, finds the Customer's use of Klimato's label and/or marketing materials inappropriate and notifies the Customer about this, the Customer is obligated to immediately stop the use of said materials or, modify the use of said materials in accordance with Klimatos instructions. If the Customer does not comply with the instructions of Klimato, Klimato may revoke the Customer's right to use Klimato's label for marketing purposes.

8. PAYMENT

8.1 The prices set out in the agreement are in SEK and exclude VAT. Klimato undertakes to notify the Customer if it decides to adjust its price with more than consumer price index (in the country of this Agreement) 3 (three) months prior to the adjusted price becoming applicable. Klimato has the right to adjust its prices in accordance with the consumer price index (in the country of the Agreement) without prior notification to the Customer. If nothing else is agreed in the Agreement, the Customer shall pay in advance.

8.2 Klimato has the right to send an overdue invoice mail charging a late fee of 60 (sixty) SEK, if the Customer has not made its monthly/yearly payment 30 days after the due date. Interest on overdue payments shall be calculated and debited in accordance with the provisions of räntelagen (1975:635).

8.3 Klimato has the right to suspend or terminate all or any of the Customer's User(s), if the customer has not made its monthly or yearly payment 30 (thirty) days after the due date. If 2 (two) months pass without Klimato receiving full payment, Klimato is entitled to terminate the Agreement with immediate effect due to the material breach. If the Customer suspects or reasonably should suspect or has reason to believe, there might be a delayed payment, it shall give notice to Klimato without undue delay.

8.4 Klimato uses billing solutions provided by third parties. Payments made via third party platforms are applicable to the terms of service and privacy policies of those platforms.

9. TERMINATION

9.1 The Agreement's contract period is 12 (twelve) months and the notice period is 3 (three) months. A notice of termination shall be in writing. The Agreement is automatically renewed if not terminated prior to the expiry of a contract period with the notice period set out in this clause. If the Agreement is terminated before the expiry of a contract period, with the notice set out in the clause above, both parties shall in diligently and in good faith fulfill their obligations under this Agreement for the rest of that contract period.

9.2 If Klimato is unable to keep the Service available to the Customer for a period of more than 1 month after giving notice to Klimato the customer shall be entitled to a one-off discount corresponding to the monthly price paid by the Customer under the Agreement. After 3 (three) months of unavailability the customer may terminate the contract with immediate effect. The Customer is unable to make further claims for compensation. This clause is not applicable when the unavailability of the Service is caused by a third party or by a situation covered by clause 10.

9.3 Each party to this contract may terminate the Agreement with immediately effect in the event of: (i) a party committing a material breach of the Agreement and has, after a written request from the other party, omitted to rectify these errors within a period of 30 days or, (ii) a party to the Agreement is part of a bankruptcy case/petition/decision, or other procedure of similar nature or otherwise probable to be insolvent.

9.4 If the Customer or any of its employees or any of its Users commit a breach of the provisions of the General Terms, Klimato is entitled, at its sole discretion, to permanently or temporarily ban, or suspend, or eliminate specific Users or, if Klimato finds it necessary, terminate the Agreement with immediate effect. This does not affect Klimato's right to make claims for compensation against the Customer.

10. FORCE MAJEURE

10.1 Either party under the Agreement and/or the General Terms unable to perform any of its obligations is, if the failure or delay is caused by extraordinary circumstances not reasonably within the control of the party, for example; natural disasters, war, strike, terrorism, authority decisions, new legislation, fire, flooding, exempted from any consequences of his failure to perform.

10.2 The Party requesting such exemption shall notify the other party about it and the reasons for it as soon as the circumstances hinders the fulfilment of its obligations under the Agreement and/or the General terms.

10.3 If a party to the Agreement and/or the General Terms is exempted from performance in accordance with clause 10.1, the delay or failure to deliver shall be exempted for a period sufficient to make the extraordinary circumstances pass. Either party may terminate the Agreement with a notice of 1 month if either party's performance under the Agreement is postponed more than 3 months.

11 MISCELLANEOUS

11.1 Obligations or rights under the Agreement or the General Terms may not be transferred to any third party without prior written consent from the other Party. This includes transfers through fusion or pledge. Klimato may transfer the obligations and rights under the Agreement or the General Terms within its group of companies.

11.2 All information about the Parties' businesses and operations which have been exchanged for the purpose of the Agreement, which is not publicly available, is confidential information. Confidential information shall be kept secret by the Parties. This clause 11.2, shall survive the termination of the Agreement. Each disclosure of confidential information shall be regarded as a material breach of the General Terms.

11.3 No amendment to the General Terms shall be effective unless it is in writing and signed by the parties.

11.4 Unless provided otherwise by mandatory law, the General Terms and the Agreement shall be construed in accordance with and governed by Swedish law.

11.5 Unless provided otherwise by mandatory law, Stockholm District Court has exclusive jurisdiction over any legal proceeding arising from the General Terms or the Agreement.

11.6 If any provision set forth in the General Terms or the Agreement is found unreasonable and therefore adjusted by a competent Court, this shall not affect the Parties' essential obligations and rights under the General Terms or the Agreement, or the General Terms' or the Agreement's overall validity.

APPENDIX 1

This Appendix 1 concerns the Customer's usage of Klimato's labels. To the following labels and any by Klimato approved version there of, the Customer is granted a non-exclusive, non-transferable, revocable, limited, right to use:



