



SERVICES AGREEMENT ATTACHMENT

General terms

1. In this attachment, the term "Customer" shall mean the "Buyer", as defined in the Services Agreement.

2. The Services
 - 2.1. Greenfact reserves the right to change content of the Services at any time without prior notice.
 - 2.2. Greenfact does not provide legal advice, and no information from Greenfact or submitted by Greenfact may be construed as such or relied upon as such. The Customer is encouraged to acquire its own legal advice on any matters related to the Services.

3. Support
 - 3.1. Request for support from, or reports on errors to, Greenfact must be done by sending an e-mail to info@greenfact.com.

4. Binding Agreement – Term and Termination
 - 4.1. Greenfact may terminate the Agreement with immediate effect upon the Customer's or the Buyer's material breach of the Agreement, including, but not limited to the following instances:
 - a. If the Customer misuses the Services by introducing viruses or other material which is malicious or technologically harmful.
 - b. If the Customer attempts to gain unauthorized access to Services or the Information, the server on which the Website is stored or any server, computer or database connected to the Website.
 - c. If any amount owed by the Customer under the Agreement or any other agreement with Greenfact is 30 days or more overdue.
 - 4.2. In the instance described in clause 4.1 (c), Greenfact may, without limiting Greenfact's other rights and remedies under the Agreement, accelerate the Customer's unpaid fee obligations under this Agreement or any other agreements with Greenfact so that all such obligations become immediately due and payable, and may suspend the Agreement until such amounts are paid in full.

5. Disclaimer – No Warranties
 - 5.1. The Services consist of information gathering and analysis of information obtained from third parties and sources believed to be reliable. The information forming the basis of the Services is not produced by Greenfact.
 - 5.2. Any and all data, articles, analysis, newsletter, calculation, model, forecast, system, conclusion, advice and other material or information made available to the Customer by Greenfact in any way (the "Information") is provided without any warranties or similar from Greenfact, neither explicit nor implied, regarding the accuracy or completeness of the Information. The Information is in general intended only to give a general overview of the subject matter.

- 5.3. Greenfact aims to update the Information on a regular basis and may change the Information at any time. Any Information may however be out of date at any given time, and Greenfact has no obligation to update the Information.
 - 5.4. Greenfact will use reasonable efforts, consistent with prevailing industry standards and practices, to maintain the availability of the Website. Nonetheless, the Website may be temporarily unavailable for scheduled maintenance and/or unscheduled emergency maintenance or due to causes beyond Greenfact's reasonable control.
 - 5.5. Greenfact does not warrant that the Services, including the access to the Website, will be uninterrupted, free of technical errors, viruses or other technologically harmful material.
 - 5.6. If necessary for security reasons or any other reason, Greenfact may suspend and/or close the Customer's access to the Website and the Services.
 - 5.7. The Customer acknowledges that Greenfact expressly waives any liability for the Customer's use of any Information which shall be done at Customers sole risk, and that the Customer cannot make any claim against Greenfact related to its use of any Information.
 - 5.8. The Website and/or the Information may contain links and pointers to other internet sites maintained by third parties. Greenfact does not operate or control in any respect any information, products or services on such third-party sites. Third party links and pointers are included solely for the convenience of users, and do not constitute any endorsement by Greenfact. The Customer assumes sole responsibility for use of third party links and pointers.
 - 5.9. Greenfact warrants to use reasonable efforts to ensure that no harmful links or material is contained in the Websites.
6. Intellectual Property Rights. Use of the Information
- 6.1. Greenfact is the owner or the licensee of the Website and the underlying technology, and all Information, including all Intellectual Property Rights vested in, related to or derived from the same.
 - 6.2. "Intellectual Property Rights" include all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may exist now, or in the future as well as the goodwill vested therein pertaining to the Services.
 - 6.3. Greenfact grants the Customer a non-exclusive, non-transferable license for the duration of, and on the terms and conditions of, the Agreement to access and use the Services and the Intellectual Property Rights inherent in the same for Customers internal use only.
 - 6.4. The Customer shall not modify, reproduce, duplicate, copy or re-sell any of the Services.
 - 6.5. Each login credential, i.e. username and password, is an individual license limited to one single person and login credentials shall not be shared. Information and data from Greenfact shall not be distributed within or outside the Buyer's organisation without Greenfact's written consent.
7. Linking to the Website
- 7.1. The Customer may link to the home page of the Website, provided this is done in a way that is fair and legal and does not damage or take advantage of Greenfact's reputation. The Customer may not establish a link in a way that suggests any form of association, approval or endorsement between the parties where none such exists.
 - 7.2. The Customer may not create a link to any part of the Website other than the home page. The Customer may not establish a link to the Website from a website that is not owned by the Customer.
 - 7.3. The Customer may under no circumstances use automatic services (robots, spiders, indexation etc.) or other ways of systematic or regular use of the Information.
 - 7.4. Greenfact reserves the right to withdraw linking permission without cause and notice. If the Customer wish to make any use of Greenfact's material other than set out above, the Customer must obtain prior written permission from Greenfact.



8. Confidentiality

8.1. During and after termination of this Agreement, the parties shall keep any Information and information concerning the business and affairs or any other information of either party which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this Agreement or Services confidential, unless:

- a. the information was already lawfully known, or became lawfully known to either of the parties independently;
- b. it is in, or comes into, the public domain other than due to wrongful use or disclosure by the Customer; and/or
- c. use of it is necessary to carry out this Agreement; or disclosure is required by law.

8.2. The Customer is responsible for protecting and keeping secure the username(s) and password(s) to the Website from unauthorized use. The Customer is responsible for any and all use of the Services and the Information using the Customer's username(s) and password(s).

8.3. The Customer accepts that Greenfact collects, store and processes personal data related to the Customer to the extent necessary in order to provide the Services and as described in the [Greenfact Privacy Policy](#).

9. Limitation of Liability

9.1. Neither Greenfact nor the Customer is liable for any direct or indirect loss or any consequential damages incurred by the Customer or Greenfact, hereunder for any direct or indirect inaccuracies, errors or similar in the Information or the Services or any action or inaction taken in reliance upon the Information, save in the event of fraud, willful misconduct or intentional misrepresentation on the part of Greenfact or the Customer.

9.2. The liability of each party, irrespective of whatever legal base it might be claimed from, for any actions, omissions or failures that cause any damage, cost or expense incurred by the other party, is limited to an amount equal to 1 year's Price.

10. Indemnity

10.1. The Customer shall defend, indemnify and hold Greenfact harmless from and against any and all losses, suits, expenses (including attorneys' fees and costs of litigation) and any other liabilities of any nature, regardless of whether the claim is founded or unfounded, that arise out of or in any other way relates to or is derived from the Customer's use of the Information or any Services, and from any claim raised against Greenfact based on the Customer's use of Services or Information being inconsistent with law, or constitutes breach of the terms and conditions of this Agreement, provided that Greenfact has used reasonable efforts to mitigate any possible or potential damages to the Customer.

11. Notices

11.1. All notices, claims etc. from the Customer to Greenfact under the Agreement must be given in writing to Greenfact AS postal address [Haakon VII's gate 5, 0161 Oslo, Norway], or by email to e-mail to info@greenfact.com, unless the Customer has received notice of change of these addresses.

11.2. The Customer hereby accepts that any communication from Greenfact to the Customer under the Agreement may be done by using the email address stated by the Customer when registering at the Website and/or in writing.

11.3. The Customer is responsible for providing complete and accurate billing and contact information to Greenfact and notifying Greenfact of any changes to such information.



12. Interpretation etc.

- 12.1. In the event of conflict between a separately concluded agreement between Greenfact and the Customer and the Agreement, the separately concluded agreement will apply.
- 12.2. The terms and condition of the Agreement shall apply accordingly to any separately concluded agreement between Greenfact and the Customer to the extent the relevant regulations are applicable, unless otherwise specified in the separately concluded agreement.
- 12.3. The Customer acknowledges that, in entering into the Agreement, the Customer has not relied on any representation, undertaking or promise given by Greenfact except as expressly stated in the Agreement.

13. Additions and Amendments to the Agreement

- 13.1. Greenfact may revise and amend the Agreement from time to time to reflect applicable contractual or statutory requirements, changes in technology and the Services, changes in payment methods, changes in the Website's capabilities and changes in general market conditions affecting Greenfact's business. Any amendment to the Agreement shall be effective from the time of notification of the amendment from Greenfact to the Customer.

14. Governing Law and Jurisdiction

- 14.1. The parties' rights and obligations following from the Agreement shall be governed by Norwegian law. The parties shall seek to solve amicably through negotiations any dispute, controversy or claim relating to this Agreement. If the parties fail to solve such dispute, controversy or claim by an amicable written agreement within fourteen days after such negotiations have been initiated by a party, such dispute, controversy, or claim shall be submitted to the courts of Norway with Oslo District Court as the agreed legal venue.