

API Terms Of Use

Climax offers carbon management products and solutions to Customers. With its services Climax calculates CO2 emissions data of its Customers that can be used for different purposes, such as integration into the Customers ESG platform. Climax is able to provide the option for its Customers to transfer aggregate CO2 emissions data via an application programming interface. These API Terms of Use govern the transfer of CO2 emissions data of a Customer to a Partner.

1. DEFINITIONS

- 1.1. API: the application programming interface used by the Parties to transfer the CO2 emissions data from Climax to a Partner.
- 1.2. CO2 emissions data: the CO2 emissions data of the Customer as generated by Climax.
- 1.3. Customer: the party that adopted an agreement with Climax for the calculation of its CO2 emissions by Climax as well as an agreement with a Partner for the provision of the services of a Partner.
- 1.4. API Terms of Use: these terms and conditions.
- 1.5. Partner: a partner of Climax that will use the API to receive aggregate CO2 emissions data of a Customer of Climax.
- 1.6. Party/Parties: Climax and the Partner separately or jointly.

2. GENERAL CONDITIONS

- 2.1. The purpose of these API Terms of Use is the secure transfer of CO2 emissions data to the Partner, in order to facilitate the Customer into integrating the CO2 emissions data into the services of the Partner.
- 2.2. CO2 emissions data will only be shared with a Partner per request of the Customer to Climax.
- 2.3. The CO2 emissions data contains aggregated data only. In no case will personal data be included in the CO2 emissions data.
- 2.4. Partners must facilitate the integration of the CO2 emissions data in order for the Customer to integrate it into the services of Partner.
- 2.5. Climax will transfer the CO2 emissions data as is and is not responsible or liable for any inaccuracies or deficiencies in the CO2 emissions data.
- 2.6. Partner is responsible for the use of CO2 emissions data in compliance with its agreement with the Customer. Climax is not responsible or liable for the (further) use of CO2 emissions data transferred to a Partner.
- 2.7. These API Terms of Use do not contain any obligation for Climax to transfer CO2 emissions data to a Partner.

3. THE CUSTOMER

- 3.1. The Customer has entered into an agreement with both Climax and the Partner separately for the provision of the services of that Party. If there is no agreement between the Customer and one of Parties or the agreement ends or is terminated for whatsoever reason, that Party shall inform the other Party thereof immediately in writing via the contact details as included in Annex I. In which case the transfer of CO2 emissions data from Climax to the Partner for that Customer will end.
- 3.2. The Customer has the right to request Climax to stop the transfer of CO2 emissions data to a Partner. In which case Climax will stop the transfer and notify the Partner thereof.
- 3.3. Climax has the right to suspend the transfer of CO2 emissions data to a Partner if the Customer is in breach of its obligations under the agreement between Climax and the Customer. In which case Climax will inform the Partner of the suspension.

4. THE TRANSFER

- 4.1. The transfer of the CO2 emissions data will take place via the use of an API built by Climax. Climax is responsible for the maintenance and updates of the API.

- 4.2. Partners may only access and use the API in compliance with these API Terms of Use and with the security measures as included in article 5 below.
- 4.3. Climax will transfer the CO2 emissions data in aggregated form, meaning the Customers yearly totals for the scope categories as defined by the GHG protocol. For reasons of clarity, no CO2 emissions data is shared on individual entity level within the Customer group. Partner must ensure that it is able to receive the CO2 emissions data with these specifications and use it in compliance with its agreement with Customer.
- 4.4. Partners and Climax must inform each other as soon as possible if any issue is detected for the transfer, including the receipt, of the CO2 emissions data. Parties will keep each other informed of any issue and strive to resolve the issue as soon as possible.

5. SECURITY

- 5.1. The Partner is responsible to take adequate security measures to ensure the secure transfer and storage of the CO2 emissions data.
- 5.2. The Partner is obligated to adequately and in a timely manner implement any specifications provided by Climax regarding the API and carry out updates accordingly.
- 5.3. The Partners will handle the access details to the API strictly confidential and may not share access in any way with any third parties. Partner warrants that any person working on behalf of them, such as employees and contractors, that has access to the API is bound by an contractual obligation of confidentiality.

6. LIABILITY

- 6.1. Neither Climax nor Partners will be liable for any damages arising out of or in connection with the data sharing, unless and in so far as the damage or loss are the result of an intentional act or gross recklessness.

7. GOVERNING LAW

These API Terms of Use shall be governed by and construed in all respects in accordance with the laws of the Netherlands. The Court of Rotterdam (the Netherlands) shall have exclusive jurisdiction unless mandatory law designates another court as competent.

Annex I

A. Contact details Climax

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