

Think Beyond Carbon Calculator Terms & Conditions of use.

January 2026

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Additional Services: any additional services provided by the Supplier to the Customer as set out in the Order Form at Schedule 1.

Agreement: the agreement between the Supplier and the Customer for the supply of the Services comprising the Order Form, any Schedules to the Order Form and these Carbon Calculator Terms and Conditions.

Authorised User(s): any person with a valid and active user account enabling the use of the Carbon Calculator as authorised by the Customer.

Business Day: a day other than a Saturday, Sunday or public holiday in England.

Business Hours: the period from 9.00am to 5.00pm on any Business Day.

Carbon Calculator: the software infrastructure, database and information exchange interfaces developed by the Supplier and accessible to Authorised Users of the Customer via the online Carbon Calculator platform.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services, facilitating the Customer's use of the Services, or to enable the Supplier to create Insight Reports as set out in clause 8.4.

Down Times: periods when all or part of the Carbon Calculator is unavailable for maintenance purposes or when all or part of the functions of the Carbon Calculator or the Services are unavailable.

Effective Date: the effective date this Agreement as stated in the Order Form.

Fees: the fees payable by the Customer to the Supplier for the Services, as set out in the Order Form.

Hours of Availability: 24 hours a day, 7 days a week, excluding Down Times.

Initial Period: the initial period as set out in the Order Form during which the Supplier shall provide the Services.

Insight Reports: reports created by the Supplier from time to time using anonymised customer data, and which may include Customer Data, providing insights on

general market trends relating to greenhouse gas emissions.

Renewal Period: a renewal period as set out in the Order Form during which the Supplier shall provide the Services.

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

Services: the services provided by the Supplier to the Customer under this Agreement as set out in the Order Form, including access to the Carbon Calculator and any Additional Services (as applicable).

Term: has the meaning given in the Order Form.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 References to includes or including shall be deemed to have the words "without limitation" inserted after them.

1.5 A reference to a statute or statutory provision is a reference to it as amended or re-enacted.

1.6 References to clauses and schedules are to the clauses and schedules of this Agreement. Clause, schedule and any paragraph headings shall not affect the interpretation of this Agreement.

2. PLATFORM LICENCE

2.1 Subject to the Customer not being in breach of its payment obligations under clause 6, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a limited, non-exclusive, non-transferable, revocable right and licence, without the right to grant sublicences, to permit the Authorised Users to use and access the Carbon Calculator during the Term solely for the purpose of receiving the Services as described in the Order Form.

2.2 In relation to the Authorised Users, the Customer undertakes that:

2.2.1 each Authorised User shall comply with these Terms and Conditions;

2.2.2 the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the maximum number of Authorised Users set out in the Order Form; and

2.2.3 it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within 5 Business Days of the Supplier's written request at any time or times.

2.3 The Customer shall not:

- 2.3.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Carbon Calculator or the Services in any form or media or by any means; or
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Carbon Calculator or the Services;
- 2.3.2 access all or any part of the Services in order to build a product or service which competes with the Services;
- 2.3.3 use the Services to provide services to third parties;
- 2.3.4 subject to clause 13.513.5, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users; or
- 2.3.5 attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause.
- 2.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, shall promptly notify the Supplier.
- 2.5 The rights provided under this clause 2 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.
3. ADDITIONAL PARTICIPANTS
- 3.1 The Customer may, from time to time during the Term, pay to add additional Authorised Users in excess of the maximum number of Authorised Users set out in the Order Form and the Supplier shall grant access to the Services to such additional Authorised Users in accordance with the provisions of this Agreement, subject to the Customer paying the Supplier the relevant Fees for such additional Authorised Users as set out in the Order Form or otherwise agreed in writing.
4. SUPPLIER'S OBLIGATIONS
- 4.1 The Supplier shall provide the Services to the Customer on and subject to the terms of this Agreement.
- 4.2 The Supplier shall use commercially reasonable endeavours to make the Carbon Calculator available during the Hours of Availability except for Down Times.
- 4.3 Where the Customer has purchased any Additional Services as set out in Schedule 1 of the Order Form:
- 4.3.1 the Supplier shall provide those Additional Services substantially in accordance with Schedule 1 of the Order Form and with reasonable care, skill and diligence; and
- 4.3.2 any dates or times for the provision of those Additional Services are targets only and are not legally binding.
- 4.4 The Supplier does not warrant that the Customer's use of the Services will be uninterrupted or error-free, or that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements.
- 4.5 The Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 4.6 This Agreement shall not prevent the Supplier from entering into similar agreements with third parties.
- 4.7 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
5. CUSTOMER'S OBLIGATIONS
- 5.1 The Customer shall:
- 5.1.1 provide the Supplier with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by the Supplier in order to provide the Services, including Customer Data, security access information and configuration services;
- 5.1.2 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 5.1.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 5.1.4 comply with, ensure that the Authorised Users use the Services in accordance with this Agreement and the Customer shall be responsible for any Authorised User's breach of any of the terms of this Agreement;
- 5.1.5 ensure that its network and systems comply with any relevant specifications provided by the Supplier from time to time to enable the provision of the Services; and
- 5.1.6 be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network

connections and telecommunications links from its systems to the Carbon Calculator and the Services, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

to the Supplier an amount equal to such underpayment as calculated in accordance with the Fees set out in the Order Form within 10 Business Days of the date of the relevant audit.

6. CHARGES AND PAYMENT

6.1 The Customer shall pay the Fees without deduction or withholding to the Supplier for the Service within 5 Business Days following execution of this Agreement (or, in the case of any Renewal Period, within 5 Business Days of the date of the relevant invoice).

6.2 The Customer shall pay the Fees to the Supplier's bank account as detailed in the Order Form.

6.3 If the Supplier has not received payment within 30 days after the due date specified in clause 6.1, and without prejudice to any other rights and remedies of the Supplier:

6.3.1 the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the amount concerned remains unpaid; and

6.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% above the Bank of England base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

6.4 All amounts and fees stated or referred to in this Agreement:

6.4.1 shall be payable in pounds sterling;

6.4.2 are non-cancellable and non-refundable;

6.4.3 are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

7. AUDIT RIGHTS

7.1 The Customer shall permit the Supplier or the Supplier's designated auditor to audit the Services in order to verify the Customer's compliance with this Agreement. Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business:

7.1.1 if any of the audits referred to in clause 7.1 reveal that the Customer is in breach of any provision of this Agreement, the Customer shall rectify such breach promptly; and

7.1.2 if any of the audits referred to in clause 7.1 reveal that the Customer has underpaid Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay

8. PROPRIETARY RIGHTS

8.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Carbon Calculator and the Services. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Carbon Calculator or the Services.

8.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

8.3 The Customer hereby grants to the Supplier for the Term, a non-exclusive, royalty-free and worldwide licence to use the Customer Data and any Customer trade mark(s), logos, branding or other get-up only insofar as is reasonably necessary to enable the Supplier to provide the Services contemplated by this Agreement.

8.4 Notwithstanding clause 8.3, the Customer hereby grants to the Supplier a non-exclusive, royalty-free, worldwide, perpetual and irrevocable right to utilise the Customer Data for the purposes of creating Insight Reports. Where the Supplier uses Customer Data for such purposes, it shall only use the data in anonymised form, unless the Customer otherwise agrees in advance in writing.

9. CONFIDENTIALITY

9.1 Confidential Information means information that is proprietary or confidential and is either clearly labelled as such, or information in any medium or format (written, oral, visual or electronic, and whether or not marked or described as "confidential"), together with all reproductions (hard copy or electronic), extracts, summaries or analyses of such information in any medium or format made by or on behalf of any party, which relates to a party, to its group, or to its (or its group members') employees, officers, customers or suppliers, and which is directly or indirectly disclosed by the disclosing party to the other party in the course of their dealings relating to this Agreement, before or after the date of this Agreement.

9.2 The provisions of this clause shall not apply to any Confidential Information that:

9.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

9.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

9.2.3	was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;		on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 11 (Term and Termination).
9.2.4	the parties agree in writing is not confidential or may be disclosed; or	9.8	No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
9.2.5	is developed by or for the receiving party independently of the information disclosed by the disclosing party.		
9.3	Each party shall keep the other party's Confidential Information secret and confidential and shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (Permitted Purpose), or disclose such Confidential Information in whole or in part to any third party, except as permitted by this clause 9.	10.	LIMITATION OF LIABILITY
9.4	A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information before disclosure and at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.	10.1	Except as expressly and specifically provided in this Agreement all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
9.5	A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.	10.2	Nothing in this Agreement excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence, or for fraud or fraudulent misrepresentation.
9.6	Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other party, or to be implied from this Agreement. Except as expressly stated herein, no party makes any express or implied warranty or representation concerning its Confidential Information.	10.3	Subject to clause 10.1 and clause 10.2.1.2:
9.7	On termination or expiry of this Agreement, unless otherwise agreed each party shall:	10.3.1	the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of anticipated profits, loss of business, loss of opportunity, depletion of goodwill and/or similar losses or loss or corruption of data or information, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
9.7.1	destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information that is not personal data;	10.3.2	the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees actually paid for Services as at the date on which the first claim arose.
9.7.2	erase all the other party's Confidential Information that is not personal data from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable), provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based	11.	TERM AND TERMINATION
		11.1	This Agreement shall, unless otherwise terminated earlier in accordance with the provisions of this Agreement, commence on the Effective Date and shall continue for the Term when it shall terminate automatically without notice unless otherwise set out in the Order Form.
		11.2	Without affecting any other right or remedy available to it, the Supplier may terminate this Agreement, or suspend the Customer's access to all or part of the Services, with immediate effect by giving written notice to the Customer if:

11.2.1	the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days; or	12, clause 13, clause 14, clause 15 and clause 16 shall remain in full force and effect.
11.2.2	there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).	12. UPDATES
11.3	Without affecting any other right or remedy available to it, either party may terminate this Agreement (and, in the case of the Supplier, the Supplier may suspend the Customer's access to all or part of the Services) with immediate effect by giving written notice to the other party if:	12.1 The Supplier may make non-material amendments to these Carbon Calculator Terms and Conditions from time to time.
11.3.1	the other party commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;	12.2 Where the Supplier wishes to make a material amendment to these Carbon Calculator Terms and Conditions, it shall give the Customer not less than 30 days' written notice and the Customer shall have the option to terminate the Agreement with immediate effect by giving written notice to the Supplier. In absence of such termination, the Customer's continued use of the Services after the expiry of such 30 days' written notice shall be deemed to constitute the Customer's acceptance of such material amendments to these Carbon Calculator Terms and Conditions and they shall continue in full force and effect.
11.3.2	the other party suspends or ceases, or threatens to suspend or cease, carrying on business; or	12.3 Where the Customer opts to terminate this Agreement under clause 12.2, the Supplier shall reimburse to the Customer an amount of the Fees pro-rated for the remaining period of the Term for which the Customer will no longer be using the Services.
11.3.3	the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 11.3.3.	13. GENERAL
11.4	On termination or expiry of this Agreement for any reason:	13.1 The Supplier shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. For the avoidance of doubt, any downtime or unavailability to the Service caused by a failure of a hosting provider shall be treated as an event of force majeure. Nothing shall limit or prevent the Customer's obligations to pay the Fees. If the period of delay or non-performance continues for 60 days, the party not affected may terminate this agreement by giving not less than 30 days' written notice to the affected party.
11.4.1	all rights and licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and the Carbon Calculator;	13.2 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
11.4.2	each party shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to the other party;	13.3 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
11.4.3	the Supplier may destroy or otherwise dispose of any of the Customer Data that is not personal data in its possession; and	13.4 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause 13.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
11.4.4	any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.	13.5 The Customer shall not, without the prior written consent of the Supplier, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. The Supplier may at any time assign, transfer, charge, sub-
11.5	Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement, including clause 0, clause 9, clause 10, clause 11, clause	

- contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 13.6 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 13.7 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 13.8 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
14. NOTICES
- 14.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
- 14.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 14.1.2 sent by email to the addresses set out in the Order Form (or an address substituted in writing by the party to be served).
- 14.2 Any notice shall be deemed to have been received:
- 14.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 14.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 14.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
15. ENTIRE AGREEMENT
- 15.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 15.2 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
16. GOVERNING LAW AND JURISDICTION
- 16.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).