

END USER LICENSE AGREEMENT (EULA)

Greenpixie is committed to enabling sustainable cloud operations. This EULA governs your use of our services, which are designed to help you measure and reduce the environmental impact of your cloud infrastructure. This EULA is a legal agreement between you the licensee (**Licensee**) and Greenpixie Limited (**Greenpixie**) for:

- Licensee access to the Greenpixie platform and related services, including any downloading, installation and access to or use of the Greenpixie software (**Services**); and
- Any associated materials, including printed materials, online or electronic documentation, and content available via the Services (collectively, **Documents**).

Greenpixie licenses use of the Services and Documents to you on the basis of this EULA. We do not sell the Services or Documents to the Licensee. Greenpixie remain the owners of the Services and Documents at all times.

This EULA governs Licensee's use of the Services and Documents. By accepting these terms, the Licensee agrees to the terms of this EULA which will bind the Licensee and Licensee employees. If the Licensee does not agree, the Licensee may not access or use the Services or Documents.

1. DEFINITIONS

The definitions in this clause apply in this EULA.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

GreenOps: The practice of optimising cloud usage for sustainability, cost-efficiency, and environmental impact reduction, as facilitated by the Services.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or

network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. GRANT AND SCOPE OF LICENSE

- 2.1 Subject to the Licensee's compliance with this EULA and payment of applicable fees, Greenpixie grants the Licensee a limited, non-exclusive, non-transferable, and revocable license to use the Services and Documents for internal business purposes, including the pursuit of sustainable cloud operations and GreenOps practices.
- 2.2 Licensee may:
- (a) access and use the Services in accordance with the terms of the applicable subscription plan, as detailed in the order form, subscription agreement, or other documentation provided by Greenpixie, including any limits on data processing volume, user seats, or API requests;
 - (b) use any updates or supplementary materials provided by Greenpixie, provided they are subject to this EULA.
- 2.3 Greenpixie may, from time to time, provide updates, upgrades, or modifications to the Services (collectively, **Updates**) to improve functionality, address security vulnerabilities, or comply with legal requirements. The Licensee acknowledges and agrees that:
- (a) Greenpixie has the sole discretion to determine the nature, scope, and timing of any Updates.
 - (b) updates may change or remove certain features or functionalities of the Services.
 - (c) the Licensee is responsible for ensuring that Updates are promptly installed if required to maintain access to or the proper functioning of the Services.
 - (d) Greenpixie is not liable for any disruptions caused by the Licensee's failure to implement required Updates.

3. LICENSEE OBLIGATIONS AND RESTRICTIONS

- 3.1 The Licensee agrees to:
- (a) use the Services only for lawful purposes and in accordance with this EULA.
 - (b) ensure that all access credentials, passwords, and other authentication methods are kept secure and confidential. The Licensee is responsible for all activities conducted under its accounts, whether authorised or not.
 - (c) promptly notify Greenpixie of any unauthorised use of the Services or breach of security, including compromised credentials.
 - (d) not engage in any activity that disrupts, damages, or impairs the Services or its associated systems, including but not limited to excessive usage that exceeds agreed-upon limits or attempts to gain unauthorised access to the Services or related systems.
Failure to comply with these requirements may result in suspension or termination of the Licensee's access to the Services.
- 3.2 Except as expressly permitted in this EULA, the Licensee agrees not to:
- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means;

- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services;
 - (c) access all or any part of the Services in order to build a product or service which competes with the Services;
 - (d) use the Services to provide services to third parties;
 - (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party;
 - (f) attempt to obtain, or assist third parties in obtaining, access to the Services;
 - (g) introduce or permit the introduction of any Virus into Greenpixie's network and information systems
 - (h) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) facilitates illegal activity;
 - (iii) depicts sexually explicit images;
 - (iv) promotes unlawful violence;
 - (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (vi) is otherwise illegal or causes damage or injury to any person or property.
- 3.2 The Licensee shall ensure that it complies with all applicable technology control or export laws and regulations.
- 3.3 The Licensee shall ensure that there is no unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Greenpixie.
- 3.4 The Licensee must ensure that all users authorised to access the Services comply with this EULA and any applicable laws.
- 3.5 Greenpixie reserves the right to audit the Licensee's use of the Services to ensure compliance with this EULA. Such audits shall:
- (a) be conducted during normal business hours with prior written notice to the Licensee.
 - (b) be carried out in a manner that minimises disruption to the Licensee's operations.
 - (c) allow Greenpixie to review relevant records and systems solely to verify compliance with the terms of this EULA.
- If any non-compliance is identified, the Licensee agrees to promptly remedy the issue at its own cost. Greenpixie reserves the right to charge the Licensee for the costs of the audit if material breaches are discovered.
- 3.6 Greenpixie reserves the right, without liability or prejudice to its other rights to the Licensee, to immediately disable the Licensee's access to the Services in the event that it is suspected to or has breached any provisions of this clause 3.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 Greenpixie or its licensors own all intellectual property rights in the Services and Documents. This EULA only gives the Licensee the rights explicitly listed here—nothing more.
- 4.2 Any feedback or suggestions provided by the Licensee may be used by Greenpixie without obligation, restriction, or compensation, and the Licensee waives any claim to confidentiality or ownership of such feedback.

5. DATA USAGE AND PRIVACY

- 5.1 The Licensee and Greenpixie will comply with all applicable requirements of Data Protection Legislation. By using the Services, the Licensee acknowledges and agrees that Greenpixie may collect and process data as outlined in the [Greenpixie Privacy Policy](#), as may be updated from time to time.
- 5.2 The Licensee retains ownership of any data inputted or uploaded into the Services by the Licensee (**Licensee Data**), but the Licensee grants Greenpixie a non-exclusive, worldwide license to use, host, and process such data as necessary to provide the Services.
- 5.3 The Licensee is responsible for ensuring that any Licensee Data complies with applicable laws and does not infringe on third-party rights.

6. WARRANTIES AND DISCLAIMERS

- 6.1 Greenpixie warrants that: (a) The Services will perform substantially as described in the associated Documents during the subscription term. (b) Greenpixie will use reasonable efforts to provide updates and technical support as necessary.
- 6.2 To the fullest extent permitted by law, the Services is provided "as is," and Greenpixie disclaims all other warranties, representations and conditions and all other terms of any kind whatsoever implied by statute or common law, including any implied warranties of fitness for a particular purpose.
- 6.3 Greenpixie does not warrant that the Services will be error-free, uninterrupted, or compatible with all systems, devices, or third-party software. The Licensee acknowledges that the Services, including environmental impact assessments, carbon footprint calculations, and sustainability data analytics, rely on data provided by the Licensee and third-party sources. Greenpixie does not independently verify this data and is not responsible for its accuracy, completeness, or reliability. The Licensee assumes full responsibility for ensuring input data is accurate and up-to-date and for any decisions made based on the Services' output.
- 6.4 The Services are intended to assist with environmental impact tracking and compliance efforts but do not constitute legal, financial, or regulatory advice. Greenpixie makes no guarantees that use of the Services will ensure compliance with any laws, regulations, reporting standards, or disclosure requirements. The Licensee remains solely responsible for determining its legal obligations and should seek independent professional advice where necessary.
- 6.5 The Services may integrate with third-party cloud platforms or tools (e.g., AWS, Azure). Greenpixie does not guarantee the availability, performance, or compatibility of such third-party integrations, which are subject to the terms and conditions of the respective providers. The Licensee is responsible for maintaining necessary licenses or permissions for third-party tools used in conjunction with the Services.

7. INDEMNITY AND LIMITATION OF LIABILITY

- 7.1 The Licensee agrees to indemnify, defend, and hold harmless Greenpixie, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable legal fees, arising out of or in connection with:
 - (a) the Licensee's breach of this EULA or applicable law.
 - (b) any misuse of the Services by the Licensee or any unauthorised third-party gaining access through the Licensee.
 - (c) Licensee Data or content submitted, uploaded, or transmitted through the Services that infringes or violates third-party rights, including intellectual property rights or privacy laws.

This indemnity obligation shall survive the termination of this EULA.

- 7.2 To the maximum extent permitted by law, Greenpixie shall not be liable for: (a) Indirect, special, or consequential damages, including loss of profits or data. (b) Any interruption of business or other losses resulting from the Licensee's use of the Services.
- 7.3 Greenpixie's total liability under this EULA is limited to the fees paid in connection with the Services in the 12 months preceding the claim.
- 7.4 Nothing in this EULA excludes the liability of the Licensee for any breach, infringement or misappropriation of the Greenpixie's Intellectual Property Rights.

8. TERM AND TERMINATION

- 8.1 Greenpixie may terminate this EULA immediately by written notice
 - (a) if the Licensee commits a material or persistent breach of this EULA which the Licensee fails to remedy if remediable) within 14 days after the service of written notice requiring the Licensee to do so
 - (b) if required by law or regulation; or
 - (c) upon 30 days' written notice for any reason.
- 8.2 Upon termination of this EULA, regardless of the cause:
 - (a) the Licensee shall immediately cease all use of the Services and delete any software, Documents, or other materials related to the Services in the Licensee's possession or control.
 - (b) the Licensee shall return or securely destroy all confidential information and data provided by Greenpixie during the term of this EULA.
 - (c) Greenpixie reserves the right to delete or disable access to any Licensee Data stored on its systems following termination, except where otherwise required by law or agreed in writing.
- 8.3 Greenpixie reserves the right to delete or disable access to any Licensee Data stored on its systems within 30 days following termination, except where retention is required by law or agreed in writing. Upon request made prior to termination, Greenpixie may provide the Licensee with a reasonable opportunity to export Licensee Data, subject to technical feasibility and additional fees as applicable.

9. GENERAL

- 9.1 **Entire Agreement:** This EULA, together with any other terms of service or agreements the parties have entered into, constitute the entire agreement between the parties regarding the Services.
- 9.2 **Amendments:** Greenpixie reserves the right to amend this EULA by providing notice through the Services. Continued use constitutes acceptance of the revised terms.
- 9.3 **Dispute Resolution and Jurisdiction:** In the event of any dispute, controversy, or claim arising out of or in connection with this EULA (a Dispute), the parties shall first attempt good faith negotiations for 30 days. If unresolved, the parties may agree to mediation administered by a mutually agreed-upon provider (e.g., Centre for Effective Dispute Resolution in the UK or a comparable body in the Licensee's jurisdiction), with costs shared equally unless otherwise agreed. If mediation fails within 30 days, either party may initiate litigation in the English courts, unless the parties mutually agree to an alternative jurisdiction. Greenpixie may seek injunctive relief in any court of competent jurisdiction to protect its Intellectual Property Rights or confidential information.

- 9.4 **Governing Law:** This EULA is governed by English law.
- 9.5 **Force Majeure:** Greenpixie is not liable for delays or failures caused by circumstances beyond its reasonable control.
- 9.6 **Severability:** If any provision of this EULA is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 9.7 **Waiver:** No failure or delay by Greenpixie to exercise any right under this EULA shall constitute a waiver of that right.
- 9.8 **Assignment:** The Licensee may not assign or transfer any rights or obligations under this EULA without prior written consent from Greenpixie. Greenpixie may assign its rights or obligations without restriction.