

## ONE CLICK LCA AND SIMAPRO GENERAL SERVICE TERMS – 27 JANUARY 2026

These Terms govern all use of Supplier's Services and replace all previous Terms from 27 February 2026.

### DEFINITIONS

<b>Agreement</b>	Agreement between the Supplier and the Customer for purchase and delivery of Service or Support Services that is governed by these Terms.
<b>Affiliate</b>	Any legal entity directly or indirectly owned or controlled by a Party for so long as such ownership or control lasts, as well as all the other entities of One Click LCA group.
<b>Concurrent License (not available for all products)</b>	Concurrent license allowing one license to be used by different Users taking turns, each with their own user account. Each Concurrent License allows up to three (3) User accounts to be connected, and one of them can use the license at a time. The Concurrent License amount sets the maximum number of Users who can use the Service at the same time. Concurrent licenses bought by 31 December 2024 allow up to five (5) connected Users; these licenses can be used and renewed while keeping the five (5) Users limit per license.
<b>Customer</b>	An organisation or entity in a professional capacity licensing the Service from the Supplier.
<b>Customer Information</b>	Non-public information provided by the Users into the Service describing the Customer's projects, activities, and performance related data.
<b>Database</b>	The database included in the Service, including environmental and non-environmental data, integrated, processed and curated from variety of sources by Supplier.
<b>Device</b>	One physical computer used by one Named User, ex. any virtual devices or shared servers. Installing Service on share Device is prohibited. The Device may be changed once per year.
<b>Enterprise Agreement</b>	A global enterprise agreement, covering all businesses of an organisation at time of signing, which allows broader access to products and services. Additional terms apply.
<b>EPD</b>	Environmental Product Declaration, a third-party verified environmental report.
<b>EPD Publishing</b>	The Supplier may offer EPD verification and publishing services with content and prices set out in the valid service price lists. Additional terms of the Appendix IV apply to these.
<b>Named User License</b>	License for a single natural person as a User with a user account which cannot be shared. All licenses, unless otherwise stated, are for named users.
<b>Offer</b>	Valid order form and associated Terms from the Supplier.
<b>Company License</b>	License to given functionality, covering all Users of a Customer with paid-for licenses.
<b>Plug-in</b>	An additional software connecting to the Service, provided by Supplier or a third party.
<b>Reseller</b>	An independent contractor that is an authorized Reseller of the Supplier for the Service..
<b>Service</b>	SaaS or installed software by the Supplier to create sustainability metrics and reports from data. The Service is available online, installed or via Plug-ins or API. The Service is delivered on "as is" basis. The Service may offer optional modules, data and services.
<b>Support</b>	Paid-for assistance to Customer Users in the use of the Service, as defined in Appendix III.
<b>Subscription Term</b>	The Service is delivered for the Minimum Subscription Term set in the Agreement, and it renews automatically annually for one year at a time unless cancelled as per these Terms.
<b>Supplier</b>	One Click LCA Ltd, Suvilahdenkatu 10 B, 00500 Helsinki, FINLAND, a company registered in Finland with nr. FI17391546; or when so agreed, PRé Sustainability BV, Stationsplein 121, 3818 LE Amersfoort, The Netherlands, registered with nr. 32099599, and their Affiliates.
<b>Support Services</b>	The Supplier may offer consulting and support services to the Customer. Their content and prices are provided in the Supplier's Offer. Terms of Appendices III, IV and V apply.
<b>Terms</b>	These General Service Terms, including appendices and references, as amended. The last version of Terms can be always accessed at <a href="https://www.oneclicklca.com/service-terms/">https://www.oneclicklca.com/service-terms/</a> .
<b>Third-party Tools</b>	The Supplier may provide selected Third-party Tools as part of its Services. For such Third-Party Tools, the terms in Appendices VII-VIII apply, however these Terms take precedence.
<b>User</b>	Anyone who uses the Service provided to the Customer. The Customer will enforce their Users to comply with the Terms and takes responsibility for their use of the Service.

## 1. SUBSCRIPTION AND DELIVERY OF THE SERVICE

- 1.1. The Supplier's Offer to the Customer can be accepted by signing a valid Offer, or by buying via an Authorised Reseller, or by buying the Service or Support Services product from the e-commerce platform of the Supplier. Supplier may also accept orders confirmed by email. The Agreement between the Supplier and the Customer becomes valid on acceptance; activating licenses is deemed acceptance.
- 1.2. By placing your order or signing the Agreement, you represent and warrant that you agree to these terms on behalf of the Customer and have the authority to bind the Customer to the Terms; and that you and the Customer are responsible for use of the licenses.
- 1.3. The Customer acknowledges and agrees that any application of a purchase order for the Service is for the Customer's administrative purposes only, and no such reference or any delivery or billing of Service to the Customer following receipt of any purchase order shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of this Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon the Supplier or otherwise have any force or effect.
- 1.4. Specific Terms agreed upon in the Offer by the Supplier shall prevail over any conflicting terms herein.
- 1.5. The Service delivery to the Customer starts when the Agreement is entered into (when order is received). The Service is delivered by activating the Service or by sending license keys, or in case of SimaPro Craft, download link, to the Customer via email. This does not prevent Supplier from requiring a pre-payment.

## 2. TERM AND TERMINATION

- 2.1. The Service is purchased and delivered for the Minimum Subscription Term set in the Agreement, which cannot be less than three years. The Minimum Subscription Term reflects the Supplier's investment in Service setup, configuration and training. The Service renewal date is adjusted to the first day of the month of the subscription anniversary. The first Subscription Term price is pro-rated to the duration.
- 2.2. THE SUBSCRIPTION TERM FOR THE SERVICE RENEWS AUTOMATICALLY FOR ONE YEAR ON EACH RENEWAL DATE. THIS AGREEMENT IS VALID FOR THE INITIAL AND SUBSEQUENT SUBSCRIPTION TERMS.
- 2.3. The Customer may cancel or downgrade the ordered Service by giving the Supplier a written notice as set out below. The cancellation or downgrade can never enter into force before the end of an agreed Minimum Subscription Term or during the ongoing Subscription Term.
- 2.4. IF THE NOTICE IS GIVEN AT LEAST THREE MONTHS BEFORE THE NEXT RENEWAL DATE, THE CANCELLATION OR DOWNGRADE ENTERS INTO FORCE ON THE NEXT RENEWAL DATE. OTHERWISE, THE SERVICE RENEWS FOR ONE MORE SUBSCRIPTION TERM FOR WHICH SERVICE FEES ARE DUE IN FULL, AND THE SERVICE ENDS AFTER THE DURATION OF THE RENEWED SUBSCRIPTION TERM. IN ANY CASE, THE SERVICE IS ALWAYS DELIVERED AND PAYABLE FOR THE FULL MINIMUM SUBSCRIPTION TERM.
- 2.5. THE SUPPLIER MAY TERMINATE THIS AGREEMENT WITH A WRITTEN SIX (6) MONTHS' NOTICE FOR BUSINESS REASONS. THE SUPPLIER MAY DISCONTINUE INDIVIDUAL PRODUCTS OR DATA WITH A WRITTEN SIX (6) MONTHS' NOTICE, OR A 30-DAY NOTICE IF RELATED TO EXPIRATION OF A CERTIFICATION, APPROVAL OR LICENSE. IN SUCH A CASE, THE SUPPLIER SHALL 1) USE COMMERCIALY REASONABLE EFFORTS TO REPLACE THE AFFECTED PRODUCTS OR DATA WITH THE NEAREST MATCHING CONTINUED PRODUCTS, WITH FEES FOR REPLACEMENT PRODUCTS OR DATA APPLYING FROM THE NEXT SUBSCRIPTION TERM FOLLOWING THE NOTICE, OR AT ITS OPTION 2) REFUND PORTION OF THE FEE THAT REMAINS UNUSED AFTER DISCONTINUATION.
- 2.6. The Supplier cannot and does not guarantee future availability or pricing for Third-Party Tools and Databases. For any Third-Party Tools and external Databases that are offered under applicable third-party EULA, the license shall terminate immediately on the termination of the applicable third-party license, for whichever reason. For avoidance of doubt, this shall not terminate any other parts of the Service. In case of withdrawal of a Third-Party Tool or a Database, the Supplier refunds unused fee on next invoice.
- 2.7. Subject to the Customer's rights under Section 7.11, If the Customer's license(s) to the Service has expired or been terminated for any reason, Supplier has the right to delete all Customer data and Customer User data from the Service after a 60-day period has expired.

### 3. THE OWNERSHIP OF AND ACCESS TO CUSTOMER INFORMATION

- 3.1. The Customer Information is owned by the Customer. The Supplier, its Affiliates and subcontractors are granted a free and permanent right to use the Customer Information for performance of the Service. The Customer warrants that it has the right to use and upload the Customer Information in the Service.
- 3.2. The Supplier may freely and permanently use the Customer Information for benchmarking, quality and development purposes; and for creating anonymized analytical or derivative data using Customer Information with other data, and to use created data for the development and delivery of the Service.
- 3.3. The Supplier shall protect the Customer information and ensure that the personnel and subcontractors of the Supplier are bound to privacy and confidentiality in relation to the Customer Information. To clarify, this privacy clause shall also apply to such third parties to whom Customer grants access to the Service. This clause survives the termination or expiry of the Agreement.
- 3.4. A Third-Party Payer may provide and pay for the Service on behalf of the Customer or the User to use it on their behalf when they engage the Customer or User to work on the projects of the Third-Party Payer. In such a case, all the Customer Information provided in the third-party paid Service is delivered to the Third-Party Payer. The Customer and the User accept this when using Third-Party Payer provided Service. If the Customer uses the Service with their own licenses, this section 3.4. does not apply.
- 3.5. The Supplier is granted the right and license to present in its marketing and demonstration materials the name of the Customer, the logo of the Customer and type of Service used by the Customer.
- 3.6. The Supplier is granted the right to provide manufacturers analytical data based on the design and use of products within the Service by the Users. The Supplier is authorized to incorporate into such analytical data the use of specifications and products, project location, project typology, project name, phase and size as well as the job role title and business name of the User and Customer using such data. Supplier may enable designating some projects as classified; names of projects designated as classified are not shared. Objecting to such may prevent the Supplier from providing certain functionality to the Customer. This clause 3.6. does not apply to SimaPro.

### 4. USER REGISTRATION, USER RESPONSIBILITY AND ALLOWED USE OF THE SERVICE

- 4.1. The User accepts these Terms by completing the registration of the Service. The User accepts the possible changes to the Terms in the future as the User continues to use the Service. The registration requires that the User provides their name, business e-mail address, and other requested information. The User guarantees that the provided information is true and correct as well as updated without delay.
- 4.2. The User's rights of use are based on the rights of use purchased by the Customer.
- 4.3. The User account and password are personal and not to be shared with anyone. The User is responsible for all use of the Service with their account. The User must supply valid contact information to the Supplier. The Supplier has the right to monitor User account usage and to apply any additional security measures to the accounts that it believes to be compromised. The Supplier has the right to remove User accounts which do not have a valid, regular email address, as well as User accounts which have not been used in the last one (1) year and unused invitations to join a project or license without a separate notice.
- 4.4. The allowed and non-allowed use of the Service: Any other use of the Service than using the features and the user interface of the Service, such as technical analysis or exploitation, is strictly forbidden. No software code or information in the Service may be copied, reproduced, or extracted. All technical analysis, decompiling, reverse engineering, hacking, or overloading the Service are strictly prohibited. For the avoidance of doubt, this shall not limit such use that is mandatory for the User to use the Service.
- 4.5. The Customer is responsible for infringements committed using any Customer User account: In case the Service is used in violation of the license or Terms by the account of any Customer Users, the Customer is liable for all direct and indirect damages caused to Supplier. Any concerned account may be disabled.
- 4.6. Using any kind of shared accounts to access or use the Service is prohibited. All Users must use a secure authentication mechanism approved by the Supplier: Single Sign On or Multi-Factor Authentication.

## 5. CUSTOMERS'S RIGHTS OF USE

- 5.1. The Customer may use the Service and customer support during the Subscription Term according to the functionality and quantity of the Service purchased, in accordance with these Terms. In case of perpetual licenses for SimaPro Craft, the Customer may use the Service until license validity without support access.
- 5.2. Allowed use: To the extent allowed by these Terms, including also terms for Third-Party Tools and specific Terms for Databases, the Customer is entitled to use the Service to create Life-Cycle Assessment, Environmental Product Declaration, and carbon footprinting results and reports for their business. This may include product or process R&D, sustainability benchmarking, marketing products and services, reporting and disclosures as well as consulting third parties on these topics. Furthermore, the Customer may create internal supporting tools to support their use of Service, including internal data collection tools or spreadsheets, result aggregation systems and dashboards. Such internally used supporting tools are not deemed to compete with the Service. Any such results and tools may not allow reverse engineering, deriving, reproducing or creating a substitute for any portion of the Database, and they may not constitute an extraction of any underlying unitary datasets or pre-built assemblies or templates from the Database. Where these requirements and the terms of the concerned Databases are respected, creating and using such results shall not be deemed a breach of Database extraction clause 11.3.
- 5.3. The Customer's appointed representative has the main user rights. The Customer may request to change the main user(s) of the Service from the Supplier. The Customer may define different general and specific user rights for different users and grant them rights to specific projects in the Service. The Customer can grant and revoke access rights to their projects for Customer Users.
- 5.4. The Customer can delete or extract their Customer Information from the Service.
- 5.5. For One Click LCA: The Customer can reappoint Named Users and each User connected to a Concurrent License twice a year, or if a User leaves the Customer organisation. For SimaPro: The Customer can reappoint Users connected to a license on renewal or if approved by the Supplier (including cases of User departures). To the extent allowed by these Terms, Customer can revoke access rights of Users and assign unused licenses to new Users. Customer is responsible for securing training for new Users. Supplier may provide an administrator panel access rights to main users in some of its licensing plans.
- 5.6. The Customer may request to freeze User accounts by notifying the Supplier. The Supplier shall check the User accounts to ensure that they belong to the Customer organization prior freezing them. If this is not the case, the Supplier shall not freeze the account (for example if User is a consultant with their User account linked to their consultant organisation). In such a case, the Supplier shall revoke the access rights of the said Users to Customer projects in the Service instead.

## 6. CUSTOMERS'S RESPONSIBILITY AND CONTROL FOR THE USE OF THE SERVICE

- 6.1. The Customer and Customer Users are required to comply with the Terms & instructions of the Supplier.
- 6.2. The Customer must pay the fees of the purchased Service and any Support Services on time.
- 6.3. The Customer is responsible for acquiring the necessary hardware, software, telecommunications, and support to be able to use the Service. The Supplier has no responsibility for the interoperability of the Customer's technical infrastructure with the Service.
- 6.4. The Customer must supply its authorized representative contacts and billing information to the Supplier.
- 6.5. Prohibition of resale and supplying the Service to third parties: The Customer or User do not have the right to resell or make available the Service or part thereof to third parties, unless expressly granted. When appropriate licenses are purchased, the Customer can supply the Service to authorized Affiliates.
- 6.6. The Customer has an obligation to ensure that all the Customer's (inc. Affiliate) Users comply with these Terms and carry out their obligations. The Customer is responsible for ensuring that their Users keep their account credentials confidential. The Customer has full responsibility of all use of the Service of the Customer's Users, subcontractors, and other third-party associates as for its own. In case license keys are issued, the Customer is responsible to prevent third parties and unlicensed Users from accessing them.
- 6.7. The Customer and the User shall not have right to use the Service a) for any illegal or unauthorized purpose, b) to infringe on the intellectual property rights of others, c) to harm or disrupt the Service, d) to transmit or distribute any viruses, malware, or other harmful code, e) to impersonate any person or

entity, f) to share User accounts between individuals, or g) use the Service from multiple locations at the same time in a way that is physically impossible for individual authorized Users.

- 6.8. The Customer's usage of the Service is subject to usage limits, including the quantities specified in the Agreement and the corresponding product levels. Unless otherwise specified, the quantity in the Agreement refers to Users, and the Service may not be accessed by more than that number of Users.
- 6.9. When the number of Users with accounts linked to the Customer reaches thirty (30), the Customer is required to purchase and implement Single Sign-On from the Supplier at Supplier's then current fees and terms to secure User access management.
- 6.10. The Customer guarantees to comply and ensure that all Customer Users comply with the following obligations: (i) refrain from using the Service in any way that violates the legitimate business interests of the Supplier, its third-party suppliers and partners; (ii) refrain from publishing or making available to others derivative software, databases, data libraries or datasets or database-like products using all or any part/portion of the Service or portions of the Database; and (iii) use the Service and Database in accordance with all applicable laws.

## 7. SUPPLIER RESPONSIBILITY, SUPPORT AND MAINTENANCE

- 7.1. The Supplier will provide the Customer access to data, software and documentation updates, bug fixes, and patches that are included in the purchased Service according to the content of the Service.
- 7.2. The Supplier will provide the Customer access to the mandatory core capabilities of the Service, including those separately defined in the Agreement. Their form and way of delivery may vary over time at the discretion of the Supplier. Any features may not be compatible or available for all modules, datasets or modelling approaches. The Supplier may modify the Service without prior notice. Customers receive information on Service updates via release notes, newsletter, Service notices or Customer Help Centre.
- 7.3. Support: Supplier provides Customers paid-for customer support. Purchasing appropriate support is mandatory. The Customer shall pay the Supplier the agreed upon or then-current fees for the Support for each User. The price of the Support may vary according to license type. Support will be charged on an annually renewing basis. The Supplier shall provide the Support based on the support service specification. Support shall be provided to the Users for which the Support is purchased, who must also be licensed Customer Users for the Service. Support parameters are further defined in Appendix III. However, if the Service is purchased from a Reseller who provides support, the Business Hours may vary.
- 7.4. Any Plug-Ins or Accompanying Programs are provided strictly on a "as is" basis. The Supplier provides no warranty or support of any kind for their functionality or compatibility with the Service.
- 7.5. Maintenance and errors: The maintenance of the Service provided online will be performed during times when Supplier estimates the disruption to be the lowest. Errors and malfunctions repair work happens during Business hours. The Supplier repairs reported, reproducible material errors in the non-withdrawn components of the Service based on Supplier's evaluation of the issue severity and priority. Repair activities to major defects will be initiated without delay after identification of the defect. The Supplier has no obligation to fix defects related to interoperability with other equipment or software.
- 7.6. The Supplier has the responsibility that all tasks related to the performance of the Service, such as updates, support and back-up copies, are performed professionally and in accordance with these Terms.
- 7.7. The Supplier stores and processes Personal Data as set out in Appendices I and II.
- 7.8. The Supplier confirms that it acts as independent data controller when processing personal data in connection with the Agreement. The Supplier applies the Privacy Policy as set out in Appendix I.
- 7.9. The Supplier will use its best efforts to deliver the Service as defined in Appendix III. These target levels are not contractual. The Supplier shall update monthly availability and support first response average times in its Help Centre. The Supplier publishes its currently valid cybersecurity certificates on its website.
- 7.10. The Supplier may offer free, educational, trial or beta versions in the Service. Supplier reserves the right to end the access to such tools and to remove associated Customer Information without prior notice.
- 7.11. For paid Services provided as a SaaS, Customer's authorized representative can request in writing for the deletion of all Customer Information, or for an export thereof, in the available data formats (without format conversion) from the Service, during the validity of the Agreement and for up to 60 days thereafter. The request shall be fulfilled within 30 days. The Supplier shall charge a fee for such assistance.



## 8. SUPPLIER'S RIGHT TO TAKE PREVENTIVE AND PROTECTIVE MEASURES

- 8.1. The Supplier is entitled to set up additional security mechanisms for access to the Service by the User and the Customer when suspicious use is detected on the account of the User or the Customer, including mandatory two factor authentication. Failure to complete two-factor authentication results in a freeze of the concerned User account until the User can complete the two-factor authentication. Supplier may also implement additional access controls in case of unusual behaviour detected on a User account.
- 8.2. The Supplier may suspend access to the Service and delete Customer Information without prior notice if the Supplier reasonably determines that the Customer Information contains illegal or inappropriate data. In such a case, the Supplier shall notify the Customer of the deletion as soon as practicable.
- 8.3. The Supplier has the right to block any Customer or User from accessing the Service without prior notice if the Supplier has reasonable grounds to suspect that the Customer or User is in breach of these Terms, is using the Service for unallowed purposes or in an unallowed manner, the Customer has not paid Service fees in time, or their use of the Service is otherwise endangering the overall production of the Service.
- 8.4. The Supplier is authorized to inactivate (freeze) any user account of any User for which the business email address is not reachable or up to date, or which has not been used for a period of one year.
- 8.5. Suspension for reasons given above does not incur any liability or extend the Service Subscription Term.
- 8.6. The Supplier may track the IP addresses, Devices and the use of the Service to protect User accounts and Customer data, and to investigate and enforce violations of this Agreement and to improve the Service.
- 8.7. Where the purpose of use of Service is trial, beta or evaluation or academic and research use, it shall expressly prohibit all commercial use. Any commercial use of such Service is deemed a breach.
- 8.8. Consequences of Violation: If the Supplier determines that the Customer or the User have violated the Agreement, the Supplier may take any or all of the following actions: a) require an immediate upgrade and payment of the licenses corresponding to the use of the Service at Supplier's list prices, b) suspend or terminate access to the Service without prior notice, c) require that the Customer purchase and implement a Single Sign-On integration from the Supplier to prevent account sharing, d) seek damages as a result of the violation of the Agreement and e) report the abuse to the law enforcement authorities.
- 8.9. Audit (desktop and API-based software and data licensing only): Customer agrees to allow the Supplier, or a qualified independent expert appointed by the Supplier to inspect Customer's records and IT systems to assess whether Customer complies with the Agreement ("Audit"). Customer agrees to cooperate and provide information and access to relevant data and premises requested by the Supplier or its auditor to be used exclusively for the purposes of Audit. The Audit shall be conducted during business hours and not more often than once per year, except in case of Supplier having reasonable grounds to suspect non-compliance with the Agreement. Supplier will give a reasonable notice not exceeding two weeks of the Audit and name of the auditor, who shall not be a competitor of the Customer. Supplier pays the cost of audit, except if the Audit discovers a material breach (e.g. unauthorized use of licenses) by the Customer, in which case the reasonable costs of the Audit are paid by the Customer, in addition to the unpaid licenses. This does not limit the rights the Supplier may have, under the Agreement or the law.

## 9. LICENSE DEFINITIONS AND TERMS

- 9.1. The Service is licensed on a Named or Concurrent or Company License basis and is limited in quantity, functionality, data and support provided. License for specific use does not allow for any other use of Service, even if such were technically possible. All licenses are subject to full payment of applicable fees.
- 9.2. All licenses to the Service are for a single Customer in a single country unless extensions are ordered. If any of such extension options are used, they must be ordered for all the Customer licenses of the Service. Extensions may extend the geographical scope of the license or allow access for third party Users. Regions for this purpose are Americas, EMEA and Asia-Pacific. For the avoidance of doubt, Named User licenses can be each used in a single country, but they may be distributed across different countries.
- 9.3. The Service does not include any compatible software; the Customer is responsible for procuring those.
- 9.4. Add-on modules of the Service, including Plugins and databases, may require accepting additional terms. To use any such add-on modules, the Customer must accept such additional terms.

- 9.5. If the Customer is using any ecoinvent data in the Service, their use of the ecoinvent data is governed by the ecoinvent end user license terms as published at <https://www.oneclicklca.com/eula-ecoinvent/>. If the Customer is using any Carbon Minds data in the Service, their use of that data is governed by the Carbon Minds end user license terms published at <https://www.oneclicklca.com/eula-carbonminds/>. If the Customer is using any BAFU data in the Service, their use of that data is governed by the BAFU terms published at <https://www.oneclicklca.com/eula-bafu>. BAFU can be downloaded from the website of the Supplier, and the terms of the section 11.3. for BAFU database are superseded with the terms of use of BAFU database. Key terms for other databases are at: <https://help.oneclicklca.com/en/articles/275889>. For other databases available on SimaPro platform, the terms and conditions applicable to those databases are available at: <https://help.simapro.com/en/articles/402983>. Subscription term paid for any database cannot be shorter than one year, even if co-termed to renewal.
- 9.6. One Click LCA EPD Generator Customer gets access to the data lists for the specified product category, only to the extent of included datasets, unless additional data is purchased. Upgrades may be required for using defined product categories or templates, or several product categories and templates at once.
- 9.7. Where the licensing basis of the Service is based around or depends on the number of calculations or published results, the Supplier has the right to restrict the number of calculations allowed in the Service.
- 9.8. One Click LCA only: Projects are distinct building projects, individual and physically separate buildings. When consisting of one physically connected building, buildings are considered as one project. The project definition for buildings does not extend to civil engineering works.
- 9.9. Product-level calculations, including EPDs, are defined as products or groups of products for which environmental calculations are done. One calculation shall always be one set of calculation results.
- 9.10. Some licenses, including Company licenses, may be based on Customer's number of employees. The Customer is responsible for providing the Supplier the accurate number of employees. Employees shall include also the Customer's operations (e.g. construction or manufacturing). For any Service with such a license, the Customer is only allowed to use the Service for the benefit of the licensed part of organisation, and to not disclose results from the Service to third parties, including non-licensed parts of organisation. Such Licenses may require each User to be a paid User of another product of the Supplier.
- 9.11. Using the data from the Service to create results matching a compliance requirement without purchasing an existing compliance module from the Supplier is prohibited, even when such modules are available.
- 9.12. Discontinuing any modules or functionality of the Service will cease access to them, as well as to any calculations created using them. Any calculations created using modules providing unlimited calculations shall no longer be accessible after the module(s) providing unlimited calculations is discontinued.
- 9.13. The Supplier may opt to provide API-based services. If such services are provided, then the Terms for API-based Services in Appendix IX, or other additional terms confirmed by the Supplier shall apply in addition.
- 9.14. Customer may request to change the Service they are using to other generally available software-only Service from the Supplier. The Supplier is not obliged to but shall seek to accommodate such requests. The Customer may have to pay for period alignment, upgrade or third-party license fees for such changes.
- 9.15. If the Customer asks an early termination for convenience, the Supplier has the right to review and refuse such request on reasonable grounds, within the applicable law. If approved, the Customer shall pay immediately as liquidated damages all the future fees and costs which would have been due during the Minimum Subscription Term and if the ordinary notice period was applied for the full Agreement to allow the Supplier to recover its investments.
- 9.16. SimaPro Craft only: old Single User licenses are now Named User Licenses. Old Multi-User Licenses are now Company Licenses. Both types of licenses can be installed on only one Device, unless otherwise separately agreed. SimaPro database server licenses may still be available; to connect to the server each Customer User must procure a valid Named User License for themselves. Customer agrees for Supplier to incorporate a license monitoring software for any server and multi-user licenses of the Service. Furthermore, the additional terms of Appendix VII apply to all SimaPro Craft licenses.
- 9.17. SimaPro Craft fixed-term licenses only: Fixed term licenses may be available. Unless otherwise defined in the Supplier offer, they are limited to a maximum of four (4) years of validity from the date of purchase, whereafter they expire. New fixed-term licences include one (1) year of maintenance, and at expiration, the Customer shall purchase a paid three-year support and maintenance contract from the Supplier or migrate to a subscription-based model. At their expiration, the license shall expire, and the Customer may procure a new Service from the Supplier.

## 10. PRICES, PAYMENT AND INVOICING

- 10.1. The Supplier charges for the Service in accordance with the valid list prices or Agreement. The Supplier sends invoices as emailed PDF invoices, or via an e-invoicing system or an e-commerce platform.
- 10.2. Licenses to Service are invoiced in advance for each Subscription Term. The fees are non-refundable.
- 10.3. The payment term is 14 days from the date of the invoice. Payments are required by the due date in full. Late payment interest rate is 15 %, and overdue invoice administrative fee is 50 EUR for overdue invoices. Late payment interest is not charged for invoices legitimately disputed, until they are corrected. The Customer is solely responsible for all banking and currency exchange costs, taxes and duties, and other payment costs. The relevant Withholding Tax/Value Add Tax/Sales Tax will be added, if applicable.
- 10.4. If the Customer disagrees with an invoice, they must dispute the invoice to the Supplier with a written notice and grounds of the dispute within 10 days of the date of the invoice. Invoices not disputed on time are considered accepted. The Customer shall pay the undisputed amounts by the due date.
- 10.5. Reseller: Where Service is purchased from a Reseller, the fees are collected and the payment terms are defined by the Reseller. The Supplier has the right to wait until the Service is paid to activate it.
- 10.6. Collection: The Supplier may transfer overdue invoices to a collection agency or to a legal enforcement. The Customer shall pay all resulting expenses, collection costs, attorney and other legal fees.
- 10.7. The Supplier has the right, at its sole discretion, to require a full prepayment before delivery.
- 10.8. The Customer shall inform the Supplier of invoicing detail updates to [invoices@oneclicklca.com](mailto:invoices@oneclicklca.com).
- 10.9. Mid-term upgrades and downgrades: Downgrades, shall apply from the next applicable Subscription Term as set out in Section 2. Upgrades are activated immediately, and Customer is charged a pro-rated amount for the upgrade until the renewal and the full rate for the next Subscription Term.
- 10.10. Changes in prices shall be notified to the Customer in writing. They do not apply to paid-up orders, with exception of prepaid multi-year contracts, whereby price raises for future periods for third-party items (as defined in 10.13) shall be billed from the Customer. If the Customer does not pay these price raises, the Supplier shall cancel the delivery of the concerned third-party items for the partly paid periods only.
- 10.11. If the extent of the use of Service increases from the quantities defined in Agreement, the Supplier has the right to increase the quantities and apply the list prices (or agreed prices, if applicable) for them.
- 10.12. Supplier may, at any point in time (but not more than once in a calendar year), increase the prices without an advance notification by nine (9) percentage points. For renewals during a Minimum Subscription Term, the price raises are limited to three (3) percentage points, reflecting an inflation adjustment raise.
- 10.13. Above price raise limits do not apply to price raises that match third-party item price increases. Third-party items include 1) external databases listed in 11.8, 2) Third-Party Tools in appendixes VII-VIII, 3) EPD verification and publishing in appendix IV and 4) other pass-through services mediated by the Supplier.

## 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. All copyright, title, other intellectual property rights and other rights to the Service and its functionalities, trademarks, databases, support materials, applications, plans, improvement suggestions and developments of the Service belong exclusively to the Supplier, its suppliers or other third parties.
- 11.2. The Customer and User are responsible for the content and information the Customer and their Users input to the Service, including they have the required intellectual property rights for that information.
- 11.3. The Database is provided on an 'as-is' basis, without warranty. Customer agrees that the Database is the intellectual property of the Supplier, or it's licensors. All Database extraction, copying, and reproduction for use outside the Service is strictly prohibited. None of the Database or data included in the Service may be copied, reproduced, or extracted, even partially. Any copying, extraction, and reproduction of the Database or the data in the Service, including using web crawlers or other means, even partially, is considered a copyright violation and a material breach of the Agreement. All generation of derivative data or use of the Service for the purposes of creating a database to be used outside of the Service is strictly prohibited. The Customer is not permitted to apply machine learning, artificial intelligence or similar technology on the Database or data extracted from it or generated with it. The Customer is not



permitted to reverse engineer, decompile or disassemble the Database. IN CASE OF A BREACH BY CUSTOMER OR USER OF THIS PROVISION, AS THE PARTIES AGREE THAT THE ACTUAL DAMAGES MAY BE DIFFICULT TO ASCERTAIN, THE SUPPLIER IS ENTITLED TO LIQUIDATED DAMAGES OF EUR25,000 PER ISOLATED BREACH FOR UP TO FIVE DATASETS, AND OF EUR100,000 PER BREACH FOR ALL OTHER BREACHES, AS REASONABLE PRIOR ESTIMATES OF THEIR VALUE. IF THE ACTUAL DAMAGES ARE HIGHER, THE SUPPLIER IS FREE TO INITIATE LEGAL PROCEEDINGS TO CLAIM FOR THE ACTUAL DAMAGES, INJUNCTIVE RELIEF, AND REASONABLE ATTORNEY'S FEES. Where the Customer can prove they hold a valid, full license for a specific Database that allows use of the Database outside the Service, the liquidated damages for extraction from this specific Database (only) shall not apply; however, the Customer shall be responsible for their compliance with the Database Terms. Furthermore, the expressly authorized use of the Customer as defined in section 5.2. shall not result into liquidated damages being payable.

- 11.4. If the Service infringes on intellectual property rights of any third party, the Supplier has the right to obtain, at its own cost, the license rights, replace the infringing third-party software or otherwise change the Service to avoid infringement.
- 11.5. The Customer and User agree that they shall not seek to register trademarks, trade names or symbols of the Supplier or trademarks that conflict with or may be confused with the trademarks of the Supplier.
- 11.6. The Customer or User may provide feedback, to which the Supplier gets a perpetual, irrevocable, royalty-free and worldwide right of use. This shall not include data that is confidential or identifiable to Customer.
- 11.7. The Supplier and the Customer may agree to perform Modifications to the Service to suit the needs of the Customer. The Supplier is responsible for the Modifications, and the Customer pays the agreed costs. All copyrights, intellectual property rights and other rights of such Modifications belong exclusively to the Supplier; the Customer will be granted a license to use them as agreed.
- 11.8. The Customer and User shall observe the additional use restrictions for specific databases defined at: <https://help.oneclicklca.com/en/articles/275889-data-usage-restrictions>, and for SimaPro, at <https://help.oneclicklca.com/en/articles/402983>, and as otherwise instructed by the Supplier in writing.

## 12. WARRANTY AND LIMITATION OF LIABILITY

- 12.1. The Supplier warrants that the Supplier is the sole owner and holder of or has and will maintain sufficient rights and interests in, all intellectual property rights in the Service, and that the Supplier has and will maintain the right and authority to grant the Customer the rights defined in this Agreement. This warranty does not extend to any use following notification of possible infringement, use of Service with any other software or data not provided by the Supplier, or for use violating the Terms or Agreement.
- 12.2. Both Parties warrant that they are not subject to sanctions or designated on any list of prohibited or restricted parties and comply with applicable import, sanctions, and export control laws.
- 12.3. The Customer acknowledges that use of Service grants them access to the proprietary information, intellectual property and Database of the Supplier, into which the Supplier has significantly invested in. In consideration of the benefits provided under this Agreement, the Customer agrees they shall refrain, during their Subscription Term and for one year thereafter, from developing (or having developed for them or from aiding, abetting or supporting the development) of any software or software-based services which compete with the Service, unless expressly approved. However, where the governing law expressly prohibits post-Agreement non-competition clauses, then the non-competition clause shall be restricted to the term of the Agreement. IN CASE OF BREACH OF THIS SECTION, AS A REASONABLE PRIOR ESTIMATE OF THE DAMAGES, THE SUPPLIER IS ENTITLED TO A LIQUIDATED DAMAGES OF EUR100,000 PER BREACH, AND IN CASE THE BREACH IS NOT REMEDIED WITHIN 30 DAYS OF NOTICE, ADDITIONAL EUR30,000 PER MONTH THE BREACH CONTINUES AS A REASONABLE ESTIMATE OF THE ONGOING DAMAGES. IF THE ACTUAL DAMAGES ARE HIGHER, THE SUPPLIER IS FREE TO INITIATE LEGAL PROCEEDINGS TO CLAIM FOR THE ACTUAL DAMAGES, INJUNCTIVE RELIEF, AND REASONABLE ATTORNEY'S FEES.
- 12.4. The Customer acknowledges that use of Service grants them access to the proprietary information, intellectual property and Database of the Supplier, into which the Supplier has significantly invested in. In consideration of the benefits provided under this Agreement, the Customer agrees they shall refrain perpetually from using confidential information, intellectual property or Database (or parts thereof) of the Supplier or Supplier's licensors, or those generated as derivative data using the Service or the Database in the development of any software or software-based services which compete with Service,

unless expressly approved. IN CASE OF BREACH OF THIS SECTION, AS A REASONABLE PRIOR ESTIMATE OF THE DAMAGES, THE SUPPLIER IS ENTITLED TO A LIQUIDATED DAMAGES OF EUR100,000 PER BREACH, AND IN CASE THE BREACH IS NOT REMEDIED WITHIN 30 DAYS OF NOTICE, ADDITIONAL EUR30,000 PER MONTH THE BREACH CONTINUES AS A REASONABLE ESTIMATE OF THE ONGOING DAMAGES. IF THE ACTUAL DAMAGES ARE HIGHER, THE SUPPLIER IS FREE TO INITIATE LEGAL PROCEEDINGS TO CLAIM FOR THE ACTUAL DAMAGES, INJUNCTIVE RELIEF, AND REASONABLE ATTORNEY'S FEES.

- 12.5. By their nature, sustainability and impact assessments are inexact. Available cost and environmental impact information may not represent the realized figures. The Supplier does not warrant accuracy of such calculations, even in case where the data and the Service have been verified.
- 12.6. THE SUPPLIER IS NOT RESPONSIBLE FOR ANY LOSS OF PROFITS, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SUPPLIER IS NOT RESPONSIBLE FOR INTERNET CONNECTION FAILURES. THE SUPPLIER IS NOT RESPONSIBLE FOR ANY DISADVANTAGES CAUSED BY INCORRECT OR ERRONEOUS INFORMATION PROVIDED BY THE CUSTOMER, OR THE SERVICE NOT FULFILLING THE CUSTOMER'S NEEDS.
- 12.7. The Customer is responsible for ensuring that any use of the Service with rights provided by the Customer shall not infringe these Terms, including for unallowed use and user account sharing. In case of infringement, the Customer is liable to pay the Supplier for the full value of the excess usage of the Service and any extracted, copied, or reproduced data, on the then current list prices of the applicable Service, in addition of any damages and penalties and ensuring that the infringement immediately ceases.
- 12.8. THE SUPPLIER IS LIABLE ONLY FOR THE DIRECT DAMAGES OF THE CUSTOMER CAUSED BY THE BREACH OF THIS AGREEMENT BY THE SUPPLIER. THE SUPPLIER'S AGGREGATE LIABILITY IS LIMITED TO THE AMOUNT OF SIX MONTHS SERVICE FEES. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER OR NOT THE SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, IN CASE OF FRAUD, INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE BY THE SUPPLIER, THE LIABILITY IS LIMITED TO THE VALUE OF THE CONTRACT FOR THE MINIMUM SUBSCRIPTION TERM, AND IN CASE OF IPR INFRINGEMENT OR BREACH OF CONFIDENTIALITY BY THE SUPPLIER, THE LIABILITY IS LIMITED TO THE ANNUAL VALUE OF THE CONTRACT, OR AS REQUIRED BY THE GOVERNING LAW.
- 12.9. The Supplier has no liability and gives no warranties for trial, beta, free of charge, demonstration, or test use of the Service. Such use does not give the Customer or the User any rights related to the Service.
- 12.10. No action regardless of the form may be brought against the Supplier under this Agreement more than one (1) year after the cause of action shall have arisen.
- 12.11. Supplier shall not be responsible for any actions, omissions or misrepresentations made by any Reseller, including but not limited to, inaccurate pricing, product descriptions, additional warranties, service or unauthorized amendments to the Agreement. The Customer agrees that any agreements, obligations, or claims arising from the relationship with a Reseller are solely between the Customer and the Reseller.
- 12.12. Downgrading the Service order by the Customer may cause loss of content, features, or capacity of the Service. The Supplier does not accept any liability for such a loss or damages caused by such a loss.
- 12.13. Use of AI: The Service may incorporate AI features (AI System) to assist Users in identifying environmental data, finding potential errors and improvements and generating potential design solutions. The AI System is an assistant and does not independently make final decisions or perform actions that would have a significant legal or similar effect on the Customer or third parties. Its purpose is to improve the efficiency and accuracy of the User's work. The AI System is designed to be used with meaningful human oversight, and it does not substitute Customers professional judgement. The Customer acknowledges that they are responsible for reviewing, verifying, and validating all suggestions, mappings, and error flags generated by the AI System. The Customer is solely responsible for all decisions and actions based on the outputs of the Service. The Supplier shall use reasonable efforts to make the AI System's outputs understandable to the Customer, including documenting their general logic. The Supplier considers the AI System a limited risk system as per EU AI Act. The Supplier takes measures to mitigate potential biases and errors. The Customer acknowledges that, despite the Supplier's reasonable efforts, the AI System and its outputs may contain errors, inaccuracies, or may not be complete. The Supplier does not warrant or guarantee the accuracy, reliability, or correctness of the AI System's outputs.

### 13. CONFIDENTIALITY AND GENERAL PROVISIONS

- 13.1. Both parties agree not to disclose any information received from the other party which is marked as confidential or which is reasonably to be understood as confidential, including but not limited to information regarding the business activities, products, production facilities, technologies, know-how, objectives or plans of the parties or their subsidiaries or affiliates and personal data received from each other ("Confidential Information") and agree not to use Confidential Information for purposes other than fulfilment of their contractual relationship. Following information is always deemed confidential, even when not marked as such: license keys, Database, early access or beta versions of Service, product plans of the Supplier, and Service designs and functionality of the Supplier. Both parties agree not to disclose Confidential Information of the other party to others than those employees, advisors, subsidiaries, subcontractors, service providers, or its other cooperation partners who necessarily need the Confidential Information for the fulfilment of the parties' contractual relationship.
- 13.2. The Supplier may change these Terms by giving the Customer notification on the website of the Service or by a written notice to the Customer Users or Customer contact person one (1) month prior to the effective date of the change. If the new terms will materially and demonstrably deteriorate the situation of the Customer for legitimate use, the Customer may terminate the Agreement according to these Terms within one month of the receipt of the notice by communicating the deterioration in writing to the Supplier or reject applying those specific changes. However, no such right arises if changes to the Terms arise from implementing regulatory changes, third-party terms or for changes in technology. Continued use of the Service by the Customer or Customer User confirms the Customer accepts the revised Terms.
- 13.3. If either party breaches this Agreement and does not remedy the breach within thirty (30) days after receipt of the written notice, the injured party has the right to terminate the Agreement with immediate effect. This has no effect on obligations that incurred before the termination.
- 13.4. The Customer acknowledges and agrees that the Supplier may appoint Affiliates or subcontractors for the performance of its obligations. The Supplier is liable for their work as for its own, including on confidentiality. The Supplier's liability shall be limited to the obligations set forth in the Agreement.
- 13.5. The Parties expressly agree that termination shall not give rise to any obligation to reverse performances already rendered under this Agreement, except as otherwise expressly provided herein.
- 13.6. The Supplier has the right to assign this Agreement and related Service by giving the Customer a written one-month prior notice in connection with a sale or a reorganisation of its business.
- 13.7. Surviving provisions. The Parties' obligations under sections Intellectual Property Rights, Warranty and Limitation of Liability and Confidentiality and General Provisions shall survive any termination or expiration of this Agreement, in addition to those provisions defined as being perpetual.
- 13.8. The Supplier holds no responsibility for delivery problems of the Service if they are caused by reasons beyond the Supplier's or Supplier's subcontractor's control, such as war, a situation similar to war or equivalent instability, or acts of the public enemy, import or export restrictions, strike, public unrest, government decisions, epidemics, pandemics, large-scale cyberattacks, general transport failures, severe electricity, technical infrastructure failures or any other similar reasons not attributable to the them.
- 13.9. If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
- 13.10. The Supplier, the User and the Customer are independent entities and have no authority to act on behalf of or bind the other, and the Agreement does not create any relationship between them (e.g., employment, partnership, or agency).
- 13.11. Governing law: The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded. This Agreement shall be governed by and construed in accordance with the laws of the following jurisdiction, based on the Supplier entering into this Agreement with Customer:  
Where the Supplier is One Click LCA Ltd, or the Service is purchased from one of the [One Click LCA resellers](#) or another One Click LCA Affiliate than PRé Sustainability BV, the laws of Finland, without regard to its choice of law provisions, apply to this Agreement. Any dispute, controversy, or claim arising out of or relating to this Agreement or these Terms, or the breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the rules of the expedited arbitration of the Finland Chamber of Commerce by one arbitrator. The place of arbitration shall be Helsinki, Finland. The language of the proceedings shall be English.

Where the Supplier is PRé Sustainability BV, or the Service is purchased from one of the [SimaPro Global Partners](#), the laws of the Netherlands, without regard to its choice of law provisions, apply to this Agreement. Any dispute, controversy, or claim arising out of or relating to this Agreement or these Terms, or the breach, termination, or validity thereof, shall be finally settled by the Netherlands Commercial Courts in Amsterdam. The language of the proceedings shall be English.

- 13.12. Notwithstanding the above, the Supplier shall have the right to collect all uncontested claims in any competent court or authority and seek interim injunctive relief(s) from any competent jurisdiction.

#### 14. APPENDIX I: PRIVACY POLICY AND PERSONAL DATA FOR ONE CLICK LCA & PRE SUSTAINABILITY

- 14.1. This Privacy Policy applies to personal data: information relating to an identifiable User and sets out how the Supplier collects and processes personal data, the purposes thereof and its protection. Personal data is processed in line with the GDPR, Finnish / Dutch Personal Data Act and other applicable laws.
- 14.2. The Supplier never sells any Personal Data to others; Affiliates are deemed part of the Supplier.
- 14.3. The Supplier may share Personal Data with its Resellers when they manage the Customer relationship.
- 14.4. The Supplier has implemented various measures to ensure that the information is adequately protected against unauthorised access, use, disclosure, and destruction. Risk can never be eliminated, but it can be significantly reduced. The Supplier shall not be held liable by any third party, including the User, in any event of unauthorized access, use and/or disclosure of any information in Service.
- 14.5. Personal Data requests shall be sent to [support@oneclicklca.com](mailto:support@oneclicklca.com) or [privacy@pre-sustainability.com](mailto:privacy@pre-sustainability.com).
- 14.6. The Supplier is the Data Controller. Supplier processes the personal data, and the data is accessible to the following persons: Supplier personnel involved in the data processing, customer support and administration, and IT specialists performing tasks related to the maintenance of Service. All relevant Supplier personnel is aware of this policy and Supplier requirements for data processing.
- 14.7. The User accepts that the Supplier saves personal data of the User to the Supplier's register. The Supplier, the Supplier's Affiliates, subcontractors and resellers may use personal data only for the delivery of the Service, support and Service-related communication as set out in these Terms.
- 14.8. The Supplier does not store or process sensitive personal data. Personal data is stored on secure servers.
- 14.9. Generally, personal data is stored inside the EU and EEA area. Some service providers of the Supplier are established outside the EU or EEA, where data transfer outside the EEA takes place.
- 14.10. All these transfers are performed under appropriate safeguards and implement necessary technical, organisational, or contractual measures to ensure that personal data has the same protection as in EEA.
- 14.11. The Supplier may process the data for as long as the Customer relationship is in force and after that for as long as is needed to comply with its obligations under the Agreement. User accounts are removed by User either deleting their own user account or by exercising their data subject rights via support request.
- 14.12. The Supplier web sites use cookies for recordkeeping and to enhance functionality. The Service requires that the User allows the use of cookies to maintain the User's connection to the Service. Cookies are small files stored on devices. They contain non-personal information including login session data.
- 14.13. Personal Data processing for marketing and newsletters: The Supplier processes personal data for marketing and newsletters to inform the User of services, promotions, and news. The legal basis of processing for this is the User's consent. This lasts until the User unsubscribes from the newsletter or removes their personal data. The processed data are the User's name and business email.
- 14.14. Personal Data processing for relevant updates: The Supplier processes personal data for delivering relevant updates based on legitimate interest. The processed data are name and business email.
- 14.15. Personal Data processing for customer relationship: The Supplier processes personal data for establishing and maintaining a customer relationship, including organising meetings, sending information, preparing quotes and signing agreements. The legal basis of processing for this purpose is legitimate interest. The processed Personal Data for this are User's name, business email and phone number.
- 14.16. Personal Data processing for the Service: The Supplier processes Personal Data for delivery of Service. The legal basis of processing for these purposes is performance of a contract. The period of processing is until the contract ends, or until the User deletes their Personal Data. This requires the delivery of service notifications. The processed Personal Data are User's name, business email and phone number.
- 14.17. To deliver its obligations, the Supplier works with data sub-processors who are contracted for specific tasks. The Supplier reserves the right to modify the list of sub-processors at any time without notice. The list: <https://help.oneclicklca.com/en/articles/275997-one-click-lca-personal-data-processors>.
- 14.18. If the User requests for an EPD or information from a third-party provider (e.g. manufacturer) in the Service, the Supplier is authorized to transfer the business contacts, business name and job title, as well as relevant information about the project the User is working on to that third-party provider.
- 14.19. The competent supervisory authority for personal data processing for One Click LCA is the Office of the Data Protection Ombudsman and for PRé Sustainability it is the Dutch Data Protection Authority.



## 15. APPENDIX II: PERSONAL DATA PROCESSING FOR CUSTOMER USERS

<b>Customer Users</b>	Users, who are employees or otherwise contracted by the Customer to work for the Customer using the Service. Their account may be identifiable based on their email address format, or they may use licenses provided by the Customer in the Service.
<b>Personal Data of Customer Users</b>	Personal Data relating to Customer Users comprising of business contact data: name, email, and a phone number. For clarity, job title is not considered Personal Data.

- 15.1. This section sets out what rights Customers can exercise regarding the Customer Users and how the Personal Data of Customer Users is managed.
- 15.2. The Supplier is acting as independent Data Controller as per General Data Protection Regulation (EU 2016/679) (GDPR). Users may have access to Service provided by one or several Customers. The Customers providing the User the access may include the Users employer and other parties.
- 15.3. Access to all Services contracted by different Customers is connected to the User account comprising of the User's email address. Customers may suspend or freeze access rights for the licenses they control for any Users using those licenses but may not remove User accounts themselves.
- 15.4. The Customer and the User agree that the Supplier processes Personal Data of Customer Users for delivery of the Service. The Supplier shall comply with GDPR and other applicable regulations for processing of Personal Data of Customer Users. The Supplier shall manage Personal Data of Customer Users according to its Privacy Policy. Supplier may use sub-processors in the processing of personal data.
- 15.5. The Users own their Personal Data and these Terms do not limit the Users' statutory rights in any manner. The Customer may not limit any data subject from exercising rights to their Personal Data as per GDPR.
- 15.6. Users may not directly log in to process or remove their Personal Data in case of frozen User accounts. In these cases, the Users must exercise their Personal Data rights by sending a written notification by email.
- 15.7. The Supplier shall take reasonable steps to ensure the reliability of Resellers, employees and contractors who have access to the Personal Data. This access shall be provided to the extent that the delivery of the Service requires it and to the extent that is required to comply with the GDPR and applicable regulations.
- 15.8. The Supplier ensures that all employees, agents, or contractors are subject to confidentiality undertakings or professional or statutory obligations of confidentiality to protect Personal Data.
- 15.9. The Supplier shall implement appropriate technical and organizational measures to ensure a level of security appropriate to risk posed to Personal Data, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. This shall consider the state of the art, the costs of implementation and the nature, scope, context and purposes of processing Personal Data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- 15.10. The Supplier shall notify Users without undue delay upon the Supplier becoming aware of a breach affecting the Users' Personal Data. The Supplier shall investigate, mitigate, and attempt to remedy such breaches deploying resources appropriate for the gravity of the breach.
- 15.11. In addition, the Supplier shall notify Customer without undue delay upon the Supplier becoming aware of a breach affecting the Personal Data of Customer Users. The Supplier shall furthermore notify the Customer of outcomes of any investigation, mitigation and remediation efforts undertaken consequently.
- 15.12. The Supplier shall provide the Customer on request data on compliance with GDPR.
- 15.13. The Supplier shall not transfer or authorize the transfer of Personal Data to countries outside the EU and/or the European Economic Area (EEA) prior ensuring that Personal Data are adequately protected. The Supplier will provide appropriate safeguards and implement necessary technical, organisational, or contractual supplementary measures to ensure that personal data has the same protection as in the EEA.

## 16. APPENDIX III: CUSTOMER SUPPORT AND SERVICE PARAMETERS

Supplier targets to provide Support and the Service in line with the below service level targets and parameters.

<b>Availability (cloud-based Service only)</b>	Targeted availability is > 99 % in Business hours, measured externally monthly. Availability log (24h/7d basis) is at <a href="https://help.oneclicklca.com/en/articles/276001-monthly-service-level-report">https://help.oneclicklca.com/en/articles/276001-monthly-service-level-report</a> for One Click LCA. It will be amended to also cover SimaPro SaaS services.
<b>Backups</b>	Supplier creates convenience backups for data stored in SaaS-based Services bi-hourly. After a week, only one backup per day is retained. Backups are stored 60 days. The Customer shall be responsible for backing up Customer Information and Customer Users Information used with the SaaS-based Services at least once per month of use, in suitable format and manner, to ensure that the data can be restored.  For desktop software (see Appendix VII): the Customer is obliged to back up the data used with the Service at least once per day of use, in suitable format and manner, to ensure that the data can be restored. Installed applications do not back up any data. Supplier has no liability for loss of data, howsoever caused.
<b>Business hours</b>	Mondays to Fridays 08:30 to 16:30 Dutch time (CET/CEST), for One Click LCA excluding <a href="#">bank holidays for Finland</a> , for SimaPro: excluding <a href="#">public holidays in the Netherlands</a> .
<b>EPD Templates (One Click LCA)</b>	The Supplier supports several EPD Generator product categories and product templates. The Customer may get access to the product templates as part of their support service. The list of product categories and templates available can be found at <a href="https://help.oneclicklca.com/en/articles/275821">https://help.oneclicklca.com/en/articles/275821</a> .
<b>Help Centre</b>	Online Customer Help Centre for One Click LCA at <a href="https://help.oneclicklca.com/en/">https://help.oneclicklca.com/en/</a> , and for SimaPro, at: <a href="https://help.simapro.com/en/">https://help.simapro.com/en/</a> .
<b>Incidents (cloud-based Service only)</b>	Details of known major incidents can be found on <a href="https://help.oneclicklca.com/en/collections/647568">https://help.oneclicklca.com/en/collections/647568</a> , which is updated as relevant.
<b>Integrating Additional Information (e.g. LCA data)</b>	The Customer may request the Supplier to integrate additional information (e.g. LCA data) into the Service. The Supplier reserves the right to reject any such requests. The Customer represents and warrants that it is authorized to provide such additional information for the purpose of integration to the Service. The Customer agrees that the provided additional information will be available to all Users of the Service.
<b>Maintenance (cloud-based Service only)</b>	All non-critical planned maintenance is outside Business Hours. Planned maintenance times are notified to users with messages showing when Users log into the Service, or by using other practicable means of communication.
<b>No Support for Plugins</b>	No Support is provided for Plug-ins and associated files and data: The Plug-Ins may be developed by third parties and are provided strictly on a “as is” basis. The Supplier provides no warranty of any kind for Plug-ins or their functionality or compatibility with the Service. The Supplier does not provide Plug-in or data related technical support.
<b>Service hours</b>	Service can be accessed 24/7 with targeted availability, except for planned maintenance.
<b>Support scope</b>	Available support channels depend on purchased support service specification. Common support channels available in all packages include online help centre. The purpose of the support is to solve technical errors and problem situations. It does not substitute for User training, unless the purchased service combines both training and support. Support excludes advisory on selection of LCA data, modelling, interpretation of results and all verifications and critical reviews. Consulting packs should be purchased for such and other needs exceeding support scope.
<b>Support response time</b>	Targeted first response is 90 % within 24 hours, counting Business hours monthly, for paid Customers only. However, in case of a purchase of the Service via an authorized Reseller, the first line of support shall be the Reseller and these targets shall not apply.

## 17. APPENDIX IV: ADDITIONAL TERMS FOR EPD VERIFICATION AND PUBLISHING

- 17.1. All the terms of the Appendix V also apply to the EPD verification and publishing services.
- 17.2. EPD verification and publishing services may be offered as annual subscription packs, which include a prepaid capacity to use services from the provided options annually. All subscription packs do not offer all options. Once the service is started, all the related credits are used (all orders are final). They are not returned if service is stopped before completion due to a reason attributable to the Customer. If a service is delayed by 60 days for reasons due to the Customer, it is considered delivered.
- 17.3. Service charges may be dependent on product complexity and EPD parameters. Unless otherwise determined by the Supplier, all products are classified Simple, except the following which are considered Complex: i) all energy using or generating products or systems, ii) all chemicals, iii) primary metals, iv) assembled products with over 5 different constituent materials, v) non construction products.
- 17.4. For verifying and publishing EPDs, the Customer must order the EPD verification and publishing service from the Supplier. The Customer can manage verification and publishing independently for EPD programs that are not supported by Supplier directly or via mutual recognition. The Customer is not entitled to support from the Supplier for EPD publishing in these cases.
- 17.5. The Supplier offers this service for Customers who have created their EPDs with the Service. The Customers can publish EPDs for EPD programs they have been trained and onboarded for.
- 17.6. If Customer has changed Users so that the User creating the EPD has not been onboarded by the Supplier, Supplier has the right to require that the Customer pays for onboarding for their new User(s).
- 17.7. EPD verification and publishing service can be ordered as annual subscriptions which allows publishing EPDs flexibly and cost-efficiently. The publishing service annual subscriptions contain a package of EPD credits, which are then used for EPD publishing. Services are paid annually in advance. Pay-as-you-go services may be available.
- 17.8. EPD Hub subscriptions: The Supplier provides EPD verification and publishing services as annual subscription for the EPD Hub governed by these Terms. EPD Hub subscription's EPD credits can be flexibly used to publish EPDs up to the capacity each year. All subscriptions are pre-paid and renewing annually automatically. If EPD Hub subscriptions are added to the Service, it is co-termed to the Service renewal dates. Subscriptions are billed by the Supplier and services delivered by EPD Hub Limited directly applying their EPD program rules and PCR. When an EPD Hub subscription is cancelled, all unused EPD credits expire. EPD credit usage options are documented separately in service catalogues. Service catalogues can be updated at any time without notice. Changes do not apply to EPDs already submitted.
- 17.9. The Supplier provides EPD verification and publishing services with fixed fee schedule. If the set number of verification rounds is exceeded, additional verifications are charged at set rates. If additional publishing options are requested, they are charged at set rates.
- 17.10. The service may be priced based on the batch of EPDs received at the same exact time. In the case of different types of EPDs, each type is considered as a "new EPD" i.e., not eligible for degressive pricing.
- 17.11. EPD verification and publishing service starts when the EPD(s) is (are) fully ready. The EPD can no longer be modified, except if required by verifier. When the EPD(s) is (are) successfully verified, Supplier shall automatically publish them. Modifications to the published EPDs are charged at the Supplier's usual rates.
- 17.12. The Supplier may provide Fast Track services for EPD verification and publishing. Purchasing the Fast Track service does not guarantee successful verification or acceptance. Fast Track service does ensure EPD verification turnaround within five (5) Irish working days, and it includes maximum of two rounds of verification and excludes time spent waiting for Customer fixes or updates. Time starts from the receipt of ready, final and error-free documents without averaging or scaling tables. Fast Track service can be used for a maximum of five (5) EPDs per week. Fast Track submissions lapse if not completed within 30 days from the initial submission.
- 17.13. Rules for single product EPDs and averaged EPDs: The Supplier only provides the services for EPDs with a single set of LCA result tables (comprising all life-cycle stages and impact categories) in supported languages. Each set of LCA results requires its own EPD. Base costs are for single-scenario EPDs without use phase created using Supplier's verified EPD templates. Single-scenario EPD is one that represents LCA results only for one product, one manufacturer and one manufacturing site. Additional scenarios and functional unit-based result, if supported the program operator, are allowed but may be priced separately. In other words, LCA results are not averaged from several discrete LCA results e.g., for

different factories. Publishers may choose to create averaged LCA results to reduce the number of EPDs they need to create and publish. The averaging must observe the rules for maximum allowable variance in the results as set by the EPD program. Mandatory additional charges apply to averaged EPDs and for user made templates, as well as for providing conversion tables as appendixes of the EPD. Further specifications are available from the Supplier, and they may be updated from time to time.

- 17.14. The Customer has the obligation to provide correct and truthful data for EPDs and documentation. The Customer has obligation to report and implement corrections if errors affecting the EPD are found after EPD publishing, as well as to notify the Supplier of the same.
- 17.15. Independence of the verifier: Supplier has the right to reject implausible or suspicious data. The Supplier and third-party verifiers objectively review and verify the results and data against required standards. They do not guarantee that any verification shall result in an acceptance. Evidence of compliance, as found in delivered data and documentation is the sole criteria for acceptance. If a rejected result is not corrected within 90 days, Supplier reserves the right to close the project as unsuccessful without refund.
- 17.16. Information retention: Supplier and the EPD programs it works with have the right to retain all documents and information submitted for EPD publishing and verification by the Customer, including messaging and any supporting documents, until the end of the calendar year that ends after five (5) years from the EPD publishing and verification completion, when the said EPD is no longer accessible. Supplier and the EPD program have further a perpetual and royalty free right to use submitted data for claims inspection, quality and development purposes.
- 17.17. Information publishing: The Supplier has the right to publish every EPD it processes as a generally available dataset in Supplier's Service for life-cycle assessment and sustainability data, including associated APIs and BIM plugins. The Supplier may forward verified and published EPDs to other platforms, provided data is relevant for their geographic and materials categories. Supplier has the right to publish all newly published EPDs on social media channels after publishing. This is provided solely at the Supplier's discretion and may be available only in connection with certain commercial packages.
- 17.18. Right to deregister flawed or erroneous EPDs: The Supplier is allowed to deregister EPDs that are found to be substantially flawed or erroneous if not remedied by the Customer within 60 days from notice given by the Supplier. The Supplier also has the right to deregister published EPDs in case of unpaid fees from the Customer. In such cases, no refunds of any fees are due to the Customer. For re-publishing corrected EPDs, the Customer needs to pay the applicable re-verification and publishing costs.
- 17.19. Right to change EPD program for publishing for operational constraints: The Customer EPDs are published in the EPD program they order publishing for. However, if operational constraints would jeopardize or severely delay the EPD verification and publishing (including re-verification of a tool, lack of verifiers, operational issues with program operator and other factors), Supplier may choose an alternative EPD program for publishing the EPDs from the programs supported by the Supplier and inform the Customer.
- 17.20. Specific terms for the EPD programs: The Customer accepts the rules of the respective EPD programs as additional governing conditions of the supply of the EPD verification and publishing service. EPD Hub's applicable rules are published at <https://www.epdhub.com/epd-hub-rules>.

## 18. APPENDIX V: ADDITIONAL TERMS FOR CONSULTING AND SUPPORT SERVICES FOR ONE CLICK LCA & PRE

- 18.1. These additional terms apply to any training, consulting and support services provided by the Supplier, including those delivered purely through electronic means.
- 18.2. Supplier reserves the right to make any changes to the services offered, their descriptions and the associated work estimates for any services not yet ordered by the Customer without notice. All services are delivered subject to availability. Services are delivered in English language unless otherwise informed. The Supplier reserves to change the work estimates for services if information is made available that shows that service requires more time to complete for a specific case.
- 18.3. Supplier may offer services as annual subscriptions, and some services also on a pay as you go basis. Consulting and support packs provide a prepaid capacity to use Consulting and support Services from the provided options annually. Pay as you go option is purchased and paid for specific services on demand, with limited validity. All packs and pay as you go do not offer all options. Once the service is started, all the related hours are used. They are not returned if the service is stopped before delivery. All consulting and support services include both direct engagement time (e.g., workshops, meetings) and necessary preparation. Preparation time refers to the consultant's effort required to plan, research, design materials, or otherwise prepare for the service. If not otherwise defined, the estimated preparation time will be communicated to the customer prior to the commencement of work. Accordingly, the total hours deducted from the consulting or support pack may exceed the duration of the live engagement.
- 18.4. Service delivery time is based on the availability. Estimated completion time will be provided when orders are received. Some services vary based on the complexity of the object of the study. Supplier may revise efforts upwards for cases it estimates more complex than given reference cases.
- 18.5. Input data: The Customer is solely responsible for all input data requirements. The Customer is responsible for providing all input data and information required and relevant for the delivery of the services. The Customer is responsible for the accuracy and completeness of the said input data. Input data for Environmental Product Declaration consists of the product manufacturing information, inputs and outputs required for the product manufacturing and their characteristics and provenance, as well as descriptive information about the product performance.
- 18.6. Duration and delays: The duration of delivery for the Support Services is calculated from the date of delivery of the complete and correct input data requested by the Supplier and from the payment of the project upfront fee, whichever is later. If a delay on the Customer's side or in the supply of correct input data postpones the project by at least 8 weeks, the Supplier has the right to request for a full prepayment of the project fee immediately. Supplier will deliver any results of the Support Services timely and as agreed with the Customer. Exceeding an agreed delivery time does not constitute a breach.
- 18.7. Trainings: Supplier is entitled to limit number of participants and may confirm or reject registrations accordingly. Supplier may change the program, trainers, date or location of trainings, or cancel any training due to low enrolment or unforeseen circumstances. For any cancelled trainings, the Customer shall be booked to the next available equivalent training or be refunded by the Supplier. Training participations are personal. Trainings include access to relevant materials in an electronic format. For trainings with multiple Customers, participants may use shared information but not identify speakers or their affiliation. Content marked as confidential or shared in a confidential context must not be disclosed.
- 18.8. Supplier is entitled to assign any personnel of its group, including Affiliates, to deliver the projects. The Supplier is entitled to change personnel during the delivery of services. The Customer is not entitled to change its point of contact for the delivery of the services when doing so could jeopardize their delivery. The Supplier is entitled to subcontract services to third parties without advance permission. In these cases, the Supplier shall be liable for acts and omissions of its Affiliates and subcontractors.
- 18.9. The orders for Consulting and Support Services are final and can be only cancelled or transitioned to equivalent value Service licenses by mutual agreement between Customer and Supplier.
- 18.10. Invoicing and payment terms for the Support Services: The total fee is payable immediately in connection with the order. If change orders are made, they shall be payable in connection with their order, unless otherwise agreed. Travel costs are only incurred on the Customer's request, acceptance, and expense.
- 18.11. The Supplier reserves the right to suspend, or in case of overdue payments of over 30 days, to end any Support Services without any liability in case payments are overdue by the Customer.



- 18.12. In case there is a change in project design/scope for the Support Services, additional work relating to the changes is charged either at as agreed, or the Supplier's list prices. Any change orders must be approved by the Customer before the Supplier makes any changes to the deliverables. Customer shall be liable for paying for any additional work, including for all additional not work not specified on the original proposal.
- 18.13. Services do not entail any obligation to achieve a specific result (including a specific environmental impact for assessment); they are provided solely on a best-efforts basis, according to industry standards. The deliverables shall be deemed to conform to the Agreement if they meet the specifications in the proposal. Only such non-conformity is a valid ground for non-acceptance of delivery. In such case, the Supplier shall be provided a notification thereof, with the grounds thereof, and Supplier shall be entitled to reperform.
- 18.14. Deliverables are deemed accepted if 30 days have passed since it's delivery, and the Supplier has not received a written notification of non-acceptance. Deliverables are always deemed accepted if it is taken into use by the Customer. If a service is delayed by at least 60 days due to the Customer, it is considered delivered. Payments are not refunded non-completion is due to reason attributable to the Customer.
- 18.15. IPR: The Supplier shall retain all Intellectual Property Rights incl. copyright in the materials and deliverables and results created, used or delivered in the context of the Support Services. Nothing in these terms will not constitute a transfer of the Intellectual Property Rights unless and to the extent otherwise specifically agreed. The Customer shall only receive intellectual property rights that have been expressly specified in the proposal, and only to the extent they have been developed specifically for the Customer, excluding any background IPR of the Supplier or third parties that may be embedded in them. In such case, the Client shall only be granted a non-exclusive, non-transferrable, non-assignable, non-sublicensable, temporary license to use any background or embedded IPR or auxiliary software. For any such, additional terms may apply to their use.
- 18.16. Supplier reserves the right to reject data creation work which lack basis for creating reliable enough data. For any data created by the Supplier, the Supplier retains all rights to the created data, incl. copyright.
- 18.17. Supplier will be entitled to an additional fee if: (i) the Customer has made additional requests that are executed by the Supplier; (ii) the Customer has not timely or not completely provided the necessary information or cooperation and such default of the Customer has caused additional costs; (iii) unforeseen circumstances (beyond the control of the Supplier) have occurred that have led to additional costs for Supplier. When the Supplier foresees that a situation may arise that leads to an additional fee for the service, the Supplier will, if reasonably possible, notify the Customer of the expected additional fee.
- 18.18. Supplier has the right to amend these the terms at any time with thirty (30) days advance notice.
- 18.19. For all other terms for Support Services we apply the Finnish General Conditions for Consulting KSE2013 which can be accessed at <https://www.oneclicklca.com/consulting-terms-kse2013/>.

## 19. APPENDIX VI: ADDITIONAL TERMS FOR RESEARCH, EDUCATIONAL & STUDENT LICENSES

<b>Research License</b>	License for the Service only granted for non-profit making published research activities for the advancement of science; excluding any certifications or regulatory compliance.
<b>Educational Customer</b>	Registered university or educational institute accredited for degree education.
<b>Educational License</b>	License for the Service offered for educational purposes for use in coursework Educational Customers, excluding any commercial use.
<b>Student License</b>	License for the Service offered for Student Users for purposes of degree pursuing studies. Such licenses are provided solely when terms of this appendix are fulfilled.
<b>Student User</b>	A degree pursuing full-time student (but not a researcher) in an Educational Customer requiring the use of the Service as part of their degree studies. The Student User must register their User account with the email address of the Educational Customer.

### Additional terms for Research licenses for One Click LCA and SimaPro

- 19.1. The Supplier may offer Research licenses for non-commercial research activity at its sole discretion. Commercial compliance, certification or EPD creation modules are not licensed for such use.

### Additional terms for Educational licenses for One Click LCA and SimaPro

- 19.2. The Supplier may offer Educational Customers non-standard license rights to the Service for its students for coursework purposes at its sole discretion.
- 19.3. Supervision of the license and all communication with Supplier, including customer support, takes place through a designated employee of the Educational Customer.
- 19.4. The Student User has no right to use any support services of the Supplier. However, the Student User may use the Supplier's educational materials and information in the Customer Help Centre. The personnel of the Educational Customer are solely responsible for support and training of the Student User and all issues related to use of the Service by the Student User.
- 19.5. The Educational Customer and Student User does not have the right to use the Service for commercial or research projects, including any projects for which they are paid for performing them, without prior written consent from the Supplier. Any other use of the Service by an Educational Customer requires the purchase of a standard license for the Service.
- 19.6. The Supplier gives no warranty for the Service for Educational Customers and Student Users and has no responsibility of any use of the Service by the Student User.

### Additional terms for Student licenses for One Click LCA and SimaPro (if available)

- 19.7. Supplier may offer Student Licenses for independent, degree pursuing undergraduate Student Users who fulfil the above requirements for Student Users. Student Users may apply for a Student License directly. If granted, the student license is valid for 12 months from license activation.
- 19.8. Free seats on open online trainings. Student Users may register to free open enrolment online trainings, others than customer specific trainings of the Supplier, without cost.
- 19.9. Academic integrity: Student Users are responsible for presenting correct facts. If a Student User project includes a comparison or benchmarking of different software, including the Service, the Student User is responsible to ensure that the Supplier can fact-check the results before publication.
- 19.10. If the use of the student license results in a thesis project or other publication, we kindly request a copy to be sent to [support@oneclicklca.com](mailto:support@oneclicklca.com).
- 19.11. References to One Click LCA and Supplier and Service: You must refer to One Click LCA as "One Click LCA", and to the Supplier as "One Click LCA Ltd". Clarity on the Service levels: One Click LCA has several license levels with different functionality. When you make statements about One Click LCA, you must make clear you are making them based on the student version. For example, "One Click LCA student version provides/does not provide...". There are no student versions for all Service modules.

## 20. APPENDIX VII: SPECIFIC TERMS FOR DESKTOP-BASED, INSTALLED SIMAPRO CRAFT AND ENVI-MET

### Terms and license

- 20.1. The general terms of this Agreement take precedence. However, for tool-specific terms (governing for example functionality or backing up the Service), the terms of this Appendix take precedence.
- 20.2. All Customer and User Information, including Personal Data, inputted to the Service shall be processed by the Supplier, its Affiliates and its subcontractors.
- 20.3. For ENVI-met, core features and limitations of the Service are part of the service description provided at <https://www.envi-met.com>, which Supplier has the right to update at any time without notice.
- 20.4. All rights of the Customer have the restrictions specified in this Agreement, limited in time to the duration of the agreed subscription. Rights of use which are not expressly granted remain with the Supplier. The Service can only be used by the Named Users for whom the Service has been licensed, and only on the Devices for which the Service has been licensed.
- 20.5. The Customer may only keep the Service installed on computers up to the defined number of Devices they have ordered and may only keep the Service accessible to the defined number of Named Users. Unless otherwise expressly agreed, one Named User can install the Service on one Device.
- 20.6. This Agreement applies to all copies of the Service made by or on behalf of the Customer, incl. updates.
- 20.7. Until full payment Supplier shall be free to revoke the rights of use – granted only provisionally until full payment – at any time without notice. Supplier reserves the right to enforce compliance with the licensed rights of use by means of technical security measures programmed into the Service, and Customer shall provide the Supplier necessary information for this. In the event of a violation of this Agreement by Customer or User, Supplier shall be entitled to terminate the licenses without notice. Upon termination or revocation of a license, the license holder's right to use the Service expires.
- 20.8. Supplier is entitled to require two-factor authentication and validate licenses with internet access. Supplier reserves the right to make the use of the Service dependent on fully successful validations. The use of the Service requires an Internet connection for which the Customer is responsible.
- 20.9. On termination of licenses, if the Customer no longer intends to use the Service, the Customer shall delete all embodiments of the Service upon expiry of the license term or upon termination for cause becoming effective. On request, Customer shall confirm in writing the complete deletion.

### Prohibited use

- 20.10. Customer and User may not duplicate the Service unless this is necessary to install or execute the Service. In particular, it is prohibited to copy the Service to be used as a part of an Application Service Providing (ASP), Software as a Service (SaaS) or a Cloud Computing solution.
- 20.11. Customer is not permitted to offer pure calculation services using the Service. Pure calculation services are providing a backend for calculation by bypassing the Service end user interface.
- 20.12. Integrating the Service into another technical analysis method or software is prohibited.

### Backups

- 20.13. The Customer is entitled to make a backup copy of the Service if and to the extent that he is entitled to use the Service in accordance with this Agreement and the backup copy is required for securing their use. This Agreement also applies to backup copies.

### Limitations of compatibility and warranty

- 20.14. The Customer acknowledges that the operability of the Service may depend on the configuration of the Service by the Customer and on the type of content developed or used.

- 20.15. The Customer is solely responsible for determining whether the Service is suitable for their purposes. Supplier does not warrant that the Service will satisfy any purposes of the Customer.
- 20.16. The Customer must examine the Service immediately upon receipt or download and test it for the functionalities the Customer needs. The Customer shall notify Supplier immediately in writing of any faults or errors found.
- 20.17. Under no circumstances shall Supplier be liable for errors caused by non-observance of operating instructions, modification or extension of the Service or any other influence on functionality by the Customer.
- 20.18. THE ACCOMPANYING PROGRAMS ARE PROVIDED "AS IS", AND MAY BE DEVELOPED BY THIRD-PARTY DEVELOPERS AND MADE AVAILABLE FOR DOWNLOAD BY THE SUPPLIER. THEY ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE ACCOMPANYING PROGRAMS OR THE USE OR OTHER DEALINGS IN THE ACCOMPANYING PROGRAMS.

#### **Special terms applicable to specific license categories for ENVI-met**

- 20.19. The following rules shall apply to ENVI-met Science licences: The Customer may use the Service exclusively for purposes of scientific research and teaching. The use of the Service for projects financed by companies or otherwise commercially, which are carried out directly or indirectly with the intention of making a profit or generating income, is not permitted. All projects whose financing would be potentially available to other market participants are commercial. Unless otherwise agreed, the license permits the Customer to install the Service on given number of Devices, but only within one department or research unit of the Customer. The use in more than one department or research unit requires the acquisition of an additional "Science" license. The "Science" license permits installation on Devices accessible in public spaces as well as on Devices of faculty members or students.
- 20.20. The following rules shall apply to ENVI-met 'student' licences: If the Customer has acquired a "Student" license, the Customer, who must be also the Named User, may use the Service exclusively for his own student and scientific purposes. The use of the Service for other purposes, in particular for those which are carried out directly or indirectly with the intention of making a profit or generating income, is not permitted. The license permits the Customer to install the Service on a single Device. The use of the Service under the licence "Student" presupposes that Customer proves to Supplier its capacity as a student of a recognised teaching or study institution in a suitable manner. The Customer is obliged to do this no later than two weeks after acquiring the licence by sending a copy of an academic letter of confirmation or student ID to [sales@envi-met.com](mailto:sales@envi-met.com). The duration of the "Student" license is one year and the license cannot be renewed. The right to use the "Student" license expires at the latest with the acquisition of a PhD, MSc, MA, BA or a comparable degree.
- 20.21. The following shall apply to ENVI-met "Trial" licences: Supplier may make the Service available free of charge in the "Trial". The "Trial" Service may only be used for testing and evaluation purposes. Any commercial use is prohibited. Supplier shall not have any liability for "Trial" Service, no matter the cause or circumstances.

**21. APPENDIX VIII: ADDITIONAL TERMS FOR OTHER THIRD-PARTY TOOLS**

- 21.1. For below Third-Party Tools, the general terms of this Agreement take precedence, where equivalent terms are found. However, any additional terms relating to the tools set out below take precedence.
- 21.2. For Coolset software, the additional terms of Coolset Master Subscription Agreement apply in addition. They can be found at [www.oneclicklca.com/terms-coolset](http://www.oneclicklca.com/terms-coolset). All Customer and User Information, including Personal Data, inputted to Coolset software shall be processed by the Supplier, Coolset B.V. and its subcontractors. Supplier, as the reseller of Coolset software, shall be granted a read access to the Customer's Coolset software account for general support and data integrity assurance purposes. Subscription term for Coolset software can never be shorter than one year, even if co-termed to renewal.



## 22. APPENDIX IX: ADDITIONAL TERMS FOR API-BASED SERVICES FOR ONE CLICK LCA AND SIMAPRO

In addition to the General Service Terms, these API Terms govern all use of Supplier's API Material.

API-based Services are only available with specific minimum contract value and subject to Supplier's discretion.

### DEFINITIONS

<b>API Terms</b>	This API Terms Addendum, which incorporates also the Terms.
<b>API Material</b>	API Services, Documentation, Licensed Data and Service Data and related information. All of these constitute a part of the Service.
<b>API Services</b>	Any Service which the Supplier provides to Customers in the form of a software development kit or Application Programming Interface (API). These form part of Service.
<b>Documentation</b>	Technical and functional documentation made available by the Supplier for API Material.
<b>Inhouse Tools</b>	Applications developed by the Customer using API Services or API Material, made available only to the employees or subcontractors working on Customer projects.
<b>Internal Use</b>	Use which is made by the Customer to benefit the business of the Customer. Where API Services are licensed for use also by Affiliates, this also extends to Customer Affiliates. This excludes all use by third parties to benefit their businesses, whether for paid or free use.
<b>Licensed Data</b>	Datasets or metadata from the Supplier's Database, or derivative data created using it, for which the specific Terms for Licensed Data in the API Terms apply.
<b>Service Data</b>	Customer-generated data, excluding Supplier's Database and other data of the Supplier.
<b>Tool End Users</b>	Any natural persons (employee or contractor) granted access to any of the Inhouse Tools.

### General

- 22.1. The API Terms and all restrictions and policies implemented by Supplier from time to time with respect to the API Services govern all Customer's rights to use the API Services and Service Data.
- 22.2. Unless set out otherwise between the Parties in writing, all API Material are only authorized to be used for Internal Use and in Inhouse Tools.
- 22.3. Customer acknowledges that Customer is solely responsible, and that Supplier has no responsibility or liability of any kind, for the content, development, operation, support or maintenance of Inhouse Tools.
- 22.4. Any access to Database through API Services, and use of the Licensed Data requires a specific Data Licensing Agreement which is governed by the Terms for Licensed Data in these API Terms.
- 22.5. Customer must purchase a mandatory API implementation and setup support for the API Services separately from the Supplier, as well as mandatory ongoing support for its continued use.
- 22.6. Customer is solely responsible for providing the support and technical assistance to Tool End Users.

### Grant of license

- 22.7. Subject to agreement and payment of fees and observing all restrictions set forth in the API Terms, Supplier grants the Customer a non-exclusive, non-transferable, non-sublicensable, revocable right and license during the Subscription Term to use and make calls to the specifically licensed API Material to develop, implement and distribute Inhouse Tools solely for Internal Use by Tool End Users.
- 22.8. This grant of license does not include the right to adapt, change, translate, modify (other than as required for technical purposes), sub-license, sell or distribute externally any portion of the API Material.
- 22.9. The Customer must visibly attribute the source for any data from the API Material as the Supplier.

### Specifications and changes

- 22.10. Supplier shall provide the Customer the Documentation describing the essential characteristics and interface for connecting to the API Services the Customer has purchased access to.
- 22.11. Customer acknowledges and agrees that Supplier may modify API Terms and API Material from time to time, at any time and without notice. Licensee will be notified of changes by one of the following methods: (a) through notifications or posts on the Supplier Help Centre; (b) as a direct communication from Supplier to Customer. Customer shall, within thirty (30) days' notice period from the date of first notice of changes (or a shorter period specified in the notice) comply with the changes by implementing and using the most current version of the API Material and making any changes to Inhouse Tools that may be required as a result. Customer acknowledges that this may have an adverse effect on Inhouse Tools. Supplier shall have no liability of any kind to Customer or any Tool End Users for any adverse effects resulting from such changes. Customer's continued access to or use of the API Material after notice period shall constitute binding acceptance of the changes.

### Customer responsibilities

- 22.12. Customer Data and Systems: The Customer is solely responsible for the availability, correctness and completeness of any Customer Data it submits through the API Services. The Customer shall also be responsible for the operation, availability and security of its own systems, including any software, hardware, internet or telecom facilities used to access the API Services.
- 22.13. Third Parties. The Customer shall be solely responsible for the actions and performance of any third parties it engages, including implementors, integrators, consultants or contractors.
- 22.14. Security and Breach Notification. The Customer shall prevent unauthorized access to or use of the API Services and API Material by applying appropriate technical and organizational measures. Customer shall: (a) keep API keys, access credentials and other security information strictly confidential; (b) immediately notify the Supplier in the event of any unauthorized access, theft, loss or abuse of credentials, or any security breach affecting the API Services; and (c) promptly change any affected passwords or credentials following such an incident.

### Restrictions of use

- 22.15. Customer gets API access credentials from the Supplier. Customer may not share these with any third party, and shall keep them secure, and shall use these as the sole means of accessing the API.
- 22.16. The Customer shall undertake all necessary protective and preventive measures to prevent the unauthorized accessing, use, reproduction and distribution of all API Material.
- 22.17. Customer will respect and comply with the technical and policy-implemented limitations of the API Material and the restrictions of this API Terms in designing and implementing Inhouse Tools. Customer shall not violate any explicit rate limitations on calling or otherwise utilizing an API.
- 22.18. Customer shall not make any modifications to any Service Data or Licensed Data, other than as reasonably necessary to modify the formatting to display it in an appropriate manner.
- 22.19. Any tools created by the Customer shall not substantially replicate products or services offered by Supplier, including, without limitation, functionality or plugins for platforms (such as Autodesk Revit or SAP) for performing or automating assessments available in the Service.
- 22.20. Customer shall not, under any circumstances, through Inhouse Tools or otherwise, repackage or resell the Service, or any part thereof, API Material. Customer shall not use or assist a third party in using the API Material or any Service to circumvent or substitute Supplier's Service.
- 22.21. Customer is not permitted to use the API Material in any manner that does or could potentially undermine the security of the Service, API Material or any other information stored in the Service
- 22.22. Customer shall not, and shall not attempt to: (a) interfere with, modify or disable any features, functionality or security controls of the Service or the API Material, (b) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Service or the API Material, (c) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the Service or the API Material; (d) transmit malware or other intentionally harmful code, files, scripts, agents or programs into the API Services or Inhouse Tools; (e) copy, mirror or

replicate any features, functions or graphics of the API Services, except as expressly permitted under these API Terms; or (f) use the API Services for benchmarking, competitive analysis, or to build a competing product or service.

### Intellectual Property

- 22.23. All API Material as well as the Database constitute and remain Supplier intellectual property.
- 22.24. All Inhouse Tools developed by the Customer constitute and remain Customer intellectual property.
- 22.25. The part of the Service Data that represents solely the legitimate work product (construction project LCAs or product EPDs) of the Customer is the property of the Customer. This does not grant the Customer rights to any result in the Service Data that uses third party intellectual property rights, including those of the Supplier.
- 22.26. Subject to the limited licenses provided herein, nothing in API Terms transfer or assign to Customer any of Supplier's Intellectual Property Rights in the Service or the API Material or the Database.

### Terms for Licensed Data (One Click LCA only)

- 22.27. Unless otherwise expressly agreed in writing, the Customer is only allowed to use the Licensed Data in duly notified Inhouse tools where the actual number of Tool End Users is reliably recorded and calculable. The Customer is responsible for holding true and accurate accounts of users and usage available. The Customer is not allowed to use the Licensed Data anywhere else and for any other purpose.
- 22.28. The Customer shall inform the Supplier in writing of each Inhouse Tool, including its purpose of use, technology used, distribution and user groups, prior integrating any Licensed Data for such tools.
- 22.29. Tool Security Audits: Customer agrees that Supplier may perform periodic vulnerability assessments, penetration testing and scanning for access to Licensed Data in accordance with the following. Such tests are carried out in such a manner as to reasonably avoid disruption to the Tool End Users. Supplier shall provide Customer no less than seven (7) days' notice for such audits. Customer agrees to cooperate reasonably with such audits. Customer agrees that Supplier or its contractors shall not be liable to Customer or any third party for damages or losses arising in connection with security audits. Supplier may conduct such testing itself or through a third party. If the Supplier discovers in such audit that Licensed Data integrity or protection, or recording and calculability of Tool End Users is jeopardized, then Customer's right to use Licensed Data is immediately suspended until the Supplier has confirmed its acceptance of corrections made by the Customer. There is no refund or credit for any disruption or suspension caused by such non-compliance with security audits.
- 22.30. The Licensed Data charges are payable for each Tool End User that uses the Inhouse Tools with Licensed Data at least once during any annual Subscription Term. Multiple uses by the same users during annual Subscription Term may increase the charges to be paid for the same annual Subscription Term.
- 22.31. The Licensed Data charges apply a non-refundable minimum advance payment for each Subscription Term and a variable true-up reporting and payment for usage that is in excess of the advance payment.
- 22.32. Unless otherwise agreed, Customer shall report actual usage at the end of each Subscription Term in 30 days. The reporting shall include name of each Inhouse Tool and number of Tool End Users for the period, and frequency of use, where instructed by the Supplier.
- 22.33. Supplier shall invoice the Customer the usage of Licensed Data that exceeds the advance payment.
- 22.34. Reporting Accuracy Audits: Customer agrees that Supplier may perform periodic reporting accuracy audits for access to Licensed Data in accordance with the following. Supplier shall provide Customer no less than seven (7) days' notice for such audits. The verification will require Customer to provide the Supplier's auditor with copies of the relevant log files for all Inhouse Tools and their usage and download registers, along with exemplary copies of results generated by the Inhouse Tools (redacted to exclude Confidential Information). If the audit reveals underreporting to Supplier of more than five percent (5%), Customer will reimburse Supplier for the reasonable costs of the audit, in addition to paying any amounts revealed to be underreported.

- 22.35. Third-Party Databases are databases which are owned by a third party that the Supplier has the right to license as part of its Service, subject to conditions. The Customer's use rights with respect to Third-Party Databases may be subject to additional terms and conditions ("Restrictions"). The Supplier has the right to add, update and withdraw any Third-Party Databases at any time without notice. However, the Supplier shall apply commercially reasonable effort to notify Customer of any major changes. Supplier shall maintain a list of such Restrictions in its Help Centre and amend it from time to time without notice.
- 22.36. The Customer may under no circumstances extract or use any data from Third-Party Databases as part of the Licensed Data for any purpose.
- 22.37. Customer shall discontinue use of any Licensed Data as soon as is stipulated in a written notice by Supplier for the withdrawal of such Licensed Data, for which a 30-day notice shall be applied, except in case of right of use ending, in which case no notice applies.

#### **Effect of termination**

- 22.38. On termination of Agreement for any reason, the Customer loses their right to use, and shall cease using, and either return to Supplier or destroy and remove from all devices, storage media and networks, all copies of any materials licensed under the API Terms (including but not limited to API Material) and any Confidential Information in Customer's possession, and shall certify that such actions have occurred.
- 22.39. The Customer is entitled to use the part of the Service Data that represents solely the legitimate work product of the Customer. This excludes all Supplier intellectual property and all Licensed Data.
- 22.40. Clauses that are intended to survive the termination of the API Terms Addendum survive termination.

#### **AMENDMENTS TO LIABILITY**

- 22.41. API MATERIAL IS PROVIDED "AS IS". IT IS WITHIN THE RESPONSIBILITY OF CUSTOMER TO VERIFY AND TO ASSESS THE VALIDITY AND INTEGRITY OF API MATERIAL TO ITS USE, AND TO DECIDE WHETHER OR NOT IT FITS FOR THE INTENDED USE. CUSTOMER USES API MATERIAL AT ITS OWN RISK. SUPPLIER DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, OF API MATERIAL INCLUDING, BUT WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, COMPLETENESS OR CORRECTNESS, OR INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.
- 22.42. SUPPLIER HAS MADE COMMERCIALY REASONABLE EFFORTS TO REDUCE RISK OF API MATERIAL BEING SUBJECT TO THE RIGHTS OF THIRD PARTIES. FURTHERMORE, SUPPLIER HAS PROVIDED AND WILL CONTINUE TO PROVIDE CUSTOMER A NOTICE OF ANY THIRD-PARTY RIGHTS IN DATA OF WHICH SUPPLIER IS AWARE. SUBJECT TO THE FOREGOING, SUPPLIER EXPRESSLY DISCLAIMS ANY REPRESENTATION THAT API MATERIAL IS NOT SUBJECT TO THE RIGHTS OF THIRD PARTIES. CUSTOMER SHALL NOTIFY SUPPLIER PROMPTLY AND IN WRITING IF ANY THIRD PARTY SHOULD ASSERT AN INFRINGEMENT CLAIM AGAINST CUSTOMER IN CONNECTION WITH API MATERIAL.
- 22.43. CUSTOMER WILL INDEMNIFY AND HOLD SUPPLIER HARMLESS AGAINST ANY CLAIM BROUGHT BY A THIRD PARTY AGAINST SUPPLIER ARISING FROM OR RELATED TO ANY BREACH OF AN OBLIGATION, REPRESENTATION, WARRANTY OR OTHER PROVISION OF THIS AGREEMENT BY CUSTOMER OR ANY MATTER WHICH CUSTOMER HAS EXPRESSLY AGREED TO BE RESPONSIBLE FOR IN THIS AGREEMENT.