ONE CLICK LCA GENERAL SERVICE TERMS – 5 JUNE 2025

These Terms govern all use of Supplier's Services for all use and replace all previous Terms from 5 June 2025.

DEFINITIONS

Agreement	Agreement between the Supplier and the Customer for purchase and delivery of Service or Support Services that is governed by these Terms.
Affiliate	Any legal entity directly or indirectly owned or controlled by a Party for so long as such ownership or control lasts.
Concurrent License	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.
Customer	An organisation, entity or person which purchases rights to the Service from the Supplier.
Customer Information	Non-public information provided by the Users into the Service describing the Customer's projects, activities, and performance related data.
Database	The database included in the Service, including environmental and non-environmental data, integrated, processed and curated from variety of sources by Supplier.
Enterprise Agreement	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.
EPD	Environmental Product Declaration, a third-party verified environmental report.
EPD Publishing	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.
Named User License	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.
Offer	Valid order form and associated Terms from the Supplier.
Company License	License to given functionality, covering all Users of a Customer with paid-for licenses.
Plug-in	An additional software connecting to the Service, provided by Supplier or a third party.
Reseller	An independent contractor that is Reseller of the Supplier authorized to professionally distribute the Service on such terms and conditions as agreed upon with the Supplier.
Service	SaaS or installed software by the Supplier to access data and calculate sustainability metrics. 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.
Support	Paid-for assistance to Customer Users in the use of the Service, as defined in Appendix III.
Subscription Term	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.
Supplier	One Click LCA Ltd, Suvilahdenkatu 10 B, 00500 Helsinki, FINLAND, a company registered in Finland with company registration and tax number FI17391546, and its Affiliates.
Support Services	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.
Terms	These General Service Terms, including appendices and references, as amended. The last version of Terms can be always accessed at https://www.oneclicklca.com/service-terms/.
Third-party Tools	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.
User	Anyone who uses or accesses the Service provided to the Customer. The Customer will enforce the Users accessing the Service on their behalf to comply with these Terms, and the Customer agrees they are responsible for Users' use of any 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. Any and all general terms and conditions of the Customer are excluded. Customer agrees that any purchase order (PO) submitted is for administrative purposes only, and that any terms or conditions appearing on the PO that are additional or different from this Agreement are not binding to the Supplier or applicable on the Agreement, also when the services specified by the order are delivered and invoiced against such PO.

1.4. 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 to the Customer via email.

2. SUBSCRIPTION TERM FOR THE SERVICE

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 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 Subscription Term and all 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. However, in any circumstances, 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. THE SUPPLIER MAY DISCONTINUE INDIVIDUAL PRODUCTS OR DATA WITH A WRITTEN SIX (6) MONTHS' NOTICE, OR SHORTER IF RELATED TO EXPIRATION OF A CERTIFICATION, APPROVAL OR LICENSE, INCLUDING FOR DATABASE. IN SUCH A CASE, THE SUPPLIER SHALL 1) USE COMMERCIALLY 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. 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 without a notification.

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 utilize, share and distribute Customer Information.

3.2. The Supplier may freely and permanently use the Customer Information and any derivative and analysis information for benchmarking and statistical purposes, creating analytical data, development of the Service, and quality improvement tasks. The Supplier may deliver anonymized analytics to third parties.

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.

3.4.   A Third-Party Payer may pay for the use of the Service on behalf of the Customer or the User to use it on their behalf, for example for 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.

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.

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.

4.5.   The User is responsible for infringements of these Terms committed using their user account: In case the Service is used in violation of the license or Terms, the User of the user account is liable for all direct and indirect damages caused to Supplier. Any concerned account may be disabled by the Supplier.

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.

5.2.   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.

5.3.   The Customer can delete or extract their Customer Information from the Service using its functionality.

5.4.   The Customer can reappoint Named Users and each User connected to a Concurrent License twice a year, or if a User departs the Customer organisation. 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 right to main users as part of some of its licensing plans.

5.5.   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 current contact 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 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 Supplier is entitled to require that the Customer purchases and implements Single Sign-On integration with Customer from the Supplier at Supplier's then current fees and terms to secure User access management.

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 may modify the Service without prior notice to the Customer. The Supplier will ensure that the Customer has access to the capabilities specifically agreed upon in the Agreement. The form and way of delivery of such capabilities may vary over time at the discretion of the Supplier. 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.

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 will be performed during times when Supplier estimates the disruption to be the lowest. Errors and malfunctions repair work happens during Business

hours. 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 any such tools and to remove associated Customer Information without prior notice.

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 is able to 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.

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 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.

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.

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/. Key terms for other databases: https://help.oneclicklca.com/en/articles/275889-data-usage-restrictions. Subscription term paid for any database cannot be shorter than one year, even if co-termed to renewal.

9.6. The EPD Generator Customer gets access to the data lists for the specified product category or categories, 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. Projects are distinct building projects and are to be understood as individual and physically separate buildings (not as apartments). 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, 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 provide API-based services from time to time. If such services are provided, then One Click LCA API Terms Addendum, found at https://oneclicklca.com/service-terms-api, or other additional terms confirmed by the Supplier shall apply to such Services, in addition to these Terms.

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.

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. 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 an authorized Reseller, the fees are collected by the Reseller. The Supplier has the right to wait until the Service is paid to activate it also in such case.

10.6. Collection: The Supplier may transfer overdue invoices to a collection agency. The Customer shall pay all costs and expenses, including collection costs and/or attorney's and other legal fees. Supplier may, at its discretion, start legal enforcement of its rights under these Terms.

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.

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. These do not apply to paid-up orders.

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 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. All Database extraction, copying, and reproduction 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. Any and 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. 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, THE SUPPLIER IS ENTITLED TO A CONTRACTUAL PENALTY OF EUR100,000 PER BREACH. CLAIM AND PAYMENT OF THE PENALTY DOES NOT PREVENT THE SUPPLIER STARTING LEGAL PROCEEDINGS FOR ANY ADDITIONAL CLAIMS FOR DAMAGES.

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 Supplier Feedback on their suggestions for the Service. In such case, the Supplier receives a perpetual, irrevocable, royalty-free and worldwide right to use the Feedback.

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, or 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. 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 services which compete with the Service. The Customer agrees they shall refrain perpetually from using information, intellectual property or Database (or parts thereof) of the Supplier or those generated as derivative data using the Service in the development of any software or services which compete with Service. IN CASE OF BREACH OF THIS SECTION, THE SUPPLIER IS ENTITLED TO A CONTRACTUAL PENALTY OF EUR100,000 PER BREACH AND EUR30,000 PER MONTH THE BREACH CONTINUES AFTER NOTICE, IN ADDITION TO AWARDED DAMAGES.

12.4. By their nature, sustainability 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.

12.5. 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.

12.6. 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 IN ALL CASES IS LIMITED TO THE AMOUNT OF SIX MONTHS SERVICE FEES.

12.9. The Supplier has no liability and gives no warranties for 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.

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. However, no termination right arises if changes to the Terms arise from implementing binding regulations. 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. The Supplier's liability shall be limited to the obligations set forth in the Agreement.

13.5. The Customer acknowledges and agrees that any application of a purchase order for the Service is for the Customers convenience in record keeping, and no such reference or any delivery 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.

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.

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 or pandemics, 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. The laws of Finland, without regard to its choice of law provisions, apply to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded. 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. 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 PROCESSING

14.1.   This Privacy Policy applies to the processing of personal data (information relating to an identifiable User and sets out how the Supplier collects and processes personal data, the purposes for processing and its protection. All personal data is processed in accordance with the General Data Protection Regulation (EU 2016/679) and Finnish Personal Data Act (1050/2018, as amended)

14.2.   The Supplier never sells any Personal Data to others; Affiliates are deemed part of the Supplier.

14.3.   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.

14.4.   Personal Data related requests shall be issued to support@oneclicklca.com.

14.5.   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.

14.6.   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.

14.7.   The Supplier does not store or process sensitive personal data. Personal data is stored on secure servers.

14.8.   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.

14.9.   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.

14.10. The Supplier may process the data 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.

14.11. 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.

14.12. Personal Data processing for newsletter delivery: The Supplier processes personal data for sending newsletters to inform the User of services, promotions, and other topics. The legal basis of processing for this is the User's consent and legitimate interest. The period of processing lasts until the User unsubscribes from the newsletter. The processed personal data are the User's name and business email.

14.13. 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.

14.14. 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.

14.15. 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.

14.16. 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.

14.17. The competent supervisory authority for personal data processing is the Office of the Data Protection Ombudsman, an authority operating in connection with the Ministry of Justice of Finland.

15. APPENDIX II: PERSONAL DATA PROCESSING FOR CUSTOMER USERS

Customer Users	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.
Personal Data of Customer Users	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 request for access to the Personal Data of Customer Users, nor limit any data subject from exercising rights to their Personal Data as defined in the 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 employees, agents 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.

Availability	Targeted availability is > 99 % in Business hours, measured externally monthly. Availability log (on a 24h/7d basis) can be found at https://help.oneclicklca.com/en/articles/276001-monthly-service-level-report.
Backups	Backups are bi-hourly and stored up to 60 days. After a week, only one per day retained.
Business hours	Mondays to Fridays 09:00 to 17:00 Finnish time (UTC+2 / Eastern European Time or UTC+3 / Eastern European Summer time), excluding national bank holidays for Finland.
EPD Templates	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 at any given time can be found at https://help.oneclicklca.com/en/articles/275821-product-categories-and-templates-in-the-one-click-lca-epd-generator.
Help Centre	Online Customer Help Centre at https://help.oneclicklca.com/en/.
Incidents	Details of known major incidents can be found on https://help.oneclicklca.com/en/collections/647568-service-notifications, which is updated as relevant.
Integrating Additional Information	The Customer may request the Supplier to integrate additional information 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.
Maintenance	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.
No Support for Plugins	No Support is provided for Plug-ins and associated files and data: The Plug-Ins 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.
Service hours	Service can be accessed 24/7 with targeted availability, except for planned maintenance.
Support scope	Available support channels depend on purchased support service specification. Common support channels available in all packages include online help center and training. The purpose of the support is to solve 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 and all verifications and critical reviews. Consulting packs should be purchased for such and other needs exceeding support scope.
Support response time	Targeted first response is 90 % within 24 hours, counting Business hours monthly, for paid Customers only.

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

18.1.   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. Once the service is started, all the related hours are used. They are not returned if service is stopped before completion.

18.2.   Supplier may offer services as annual subscriptions, and some services also on a pay as you go basis.

18.3.   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.

18.4.   If a service is delayed by more than 60 days for reasons due to the Customer, it is considered delivered. Payments are not refunded if service is not completed due to reason attributable to the Customer.

18.5.   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.

18.6.   The Customer is solely responsible for all input data requirements: The Customer is responsible for providing all input data required for the Support 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.

18.7.   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.

18.8.   The orders for Support Services are final and can be only cancelled or transitioned to equivalent value Service licenses by mutual agreement between Customer and Supplier.

18.9.   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.

18.10.   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.

18.11.   In case there is a change in project design/scope for the Support Services, additional work relating to the changes is charged either at a fixed price 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.

18.12.   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.

18.13.   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 AND STUDENT LICENSES

Research License	License for the Service only granted for non-profit making published research activities for the advancement of science; excluding any certifications or regulatory compliance.
Educational Customer	Registered university or educational institute accredited for degree education.
Educational License	License for the Service offered for educational purposes for use in coursework Educational Customers, excluding any commercial use.
Student License	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.
Student User	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

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

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 though 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

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.

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 ENVI-MET SOFTWARE

Definitions

ENVI-met GmbH is a wholly owned subsidiary of One Click LCA Ltd and an Affiliate of the Supplier.

Device – a single physical computer (desktop or laptop computer) used by one Named User, excluding any virtual devices, computation servers or clusters. The Device may only be changed once per year.

Software – ENVI-met software for microclimate simulation, which is delivered as an installed software with optional cloud service capabilities. The Software is a specific module and a part of Service.

Terms and license

20.1.   For Software, the general terms of this Agreement take precedence. However, for tool-specific terms (governing for example functionality or data), the terms of this Appendix take precedence.

20.2.   All Customer and User Information, including Personal Data, inputted to the Software shall be processed by the Supplier, ENVI-Met GmbH and its subcontractors.

20.3.   Core features and limitations of the Software are part of the service descriptions and documentation provided at https://www.envi-met.com, which Supplier has the right to update at any time without notice. The use of the Software requires an Internet connection for which the Customer is responsible.

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 Software can only be used by the Named Users for whom the Software has been licensed, and only on the Devices for which the Software has been licensed.

20.5.   The Customer may only keep the Software installed on computers up to the defined number of Devices they have ordered and may only keep the Software accessible to the defined number of Named Users.

20.6.   This Agreement applies to all copies of the Software 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 Software, 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 Software 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 Software dependent on fully successful validations.

20.9.   On termination of licenses, the Customer shall return or delete all embodiments of the Software, at Supplier's option, at the latest upon expiry of the license term or upon termination for cause becoming effective. On request, Customer shall confirm in writing the complete return or deletion and/or provide evidence in an appropriate form.

Prohibited use

20.10. Customer and User may not duplicate the Software unless this is necessary to install or execute the Software. In particular, it is prohibited to copy the Software 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 Software. Pure calculation services are in particular simulation orders from customers of Customer, which serve for the exclusive calculation and/or visualization.

20.12. Integrating the Software into another technical analysis method or software and/or to using it in this context are prohibited.

Backups

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

20.14. The Customer is obliged to back up his data used with the Software at regular intervals, but at least once per day of use, in sufficient form and thus to ensure that this data can be restored with justifiable effort. Software does not back up the data for the Customer.

20.15. Supplier has no liability for loss of data, howsoever caused. Backups are an obligation of the Customer.

No warranty

20.16. Supplier does not provide any warranty for the Software. Liability for defects under German § 536a Abs. 1 BGB is excluded. Customer is aware that it is technically impossible to create 100% error-free software.

20.17. The Customer acknowledges that the operability of the Software may depend on the configuration of the Software by the Customer and on the type of content developed or used.

20.18. The Customer is solely responsible for determining whether the Software is suitable for their purposes. Supplier does not warrant that the Software will satisfy any purposes of the Customer.

20.19. The Customer must examine the Software 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.

20.20. Under no circumstances shall Supplier be liable for errors caused by non-observance of operating instructions, modification or extension of the Software or any other influence on functionality by the Customer.

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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. 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.