ONE CLICK LCA AND SIMAPRO GENERAL SERVICE TERMS – 1 November 2026

These Terms govern all use of Supplier's Services and replace all previous Terms from 1 December 2026.

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, and for Supplier, all the entities of One Click LCA group.
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, to be used by one User at a time per one license. Concurrent license sales are discontinued from 1 Jan 2027 and migrated to Unlimited licence on renewal.
Customer	An organisation or entity in a professional capacity licensing 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.
Customer System	Software operated or controlled (direct or indirect) by the Customer, other than Supplier-provided Plug-in, used to connect with or access the Service, Database, or API Material.
Database	Database included in the Service, including environmental and other data, integrated and processed from variety of sources by Supplier or generated on demand by the Service.
Dataset	A discrete, identifiable set of environmental or other data within the Database relating to a material, process, product, or input or output, provided in or generated by the Service.
Device	One physical computer used by one Named User, excl. virtual devices or shared servers. Installing Service on shared Device is prohibited. Device may be changed once per year.
EPD	Environmental Product Declaration, an independently verified environmental report.
EPD Publishing	The terms of Appendix IV apply to any EPD publishing services offered by the Supplier.
Intellectual Property	All copyright, title, trademarks, databases, and all other immaterial and intellectual property rights, in any form, whether registered or unregistered.
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.
Plug-in	An additional software connecting to the Service, provided by Supplier or a third party.
Reseller	An independent contractor that is an authorized Reseller of the Supplier for the Service.
Service	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, subject to express representations & warranties in these Terms.
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, Sörnäistenkatu 1, 00580 Helsinki, FINLAND; or when so agreed, SimaPro BV, Stationsplein 121, 3818 LE Amersfoort, The Netherlands, and their Affiliates.
Support	Paid-for assistance to Customer Users in the use of the Service, as defined in Appendix III.
Support Services	Terms of Appendices III, IV and V apply to any consulting and support services.
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	Third-Party Tools and Third-Party Databases may apply added terms, in addition to Terms.
Unlimited License	A license permitting access to the Service for Customer Users, solely for the business and the benefit of the Customer and Affiliates of the Customer expressly designated in the Agreement. Use for the benefit of other Affiliates/entities is not allowed. See further 9.10.
User	Anyone who uses the Service provided to the Customer.

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. The Agreement between the Supplier and the Customer becomes valid on signature of a valid Offer; also 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 the terms and conditions of this Agreement are the exclusive agreement of the parties with respect to the subject matter hereof. Any application of a purchase order for the Service is for the Customers administrative purposes only, and no such reference or any delivery or billing of Service to the Customer shall be deemed an acknowledgement of or agreement to modify, alter, supersede or supplement the Agreement, even if arising later in time.

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 desktop, 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 is three years if not otherwise agreed. 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. **AUTORENEWAL**: 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. Either party may cancel or downgrade the ordered Service by giving 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. **NOTICE:** If the notice is given at least three months before the next renewal date, the cancellation 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. **END OF LIFE PRODUCTS:** 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 commercially reasonable efforts to replace the affected products or data with nearest matching products serving the equivalent function, 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. Former Construction Designer licenses are hence called Business licenses. Former Business licenses are migrated to this license tier from 1 January 2027.

2.6. The Supplier cannot and does not guarantee availability or pricing for Third-Party Tools and Databases. For any Third-Party Tools and Third-Party Databases 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 ended for any reason, Supplier has the right to delete all Customer Information after 60 days.

3. THE OWNERSHIP OF AND ACCESS TO CUSTOMER INFORMATION

3.1. Customer Information is owned by the Customer. Supplier, its Affiliates and subcontractors are granted a free right to use the Customer Information for the performance of this Agreement for its term, or as expressly set out in these Terms, and as required for legal compliance and for defence of claims. Where a Customer User uses any capability in the Service to publish data (e.g. submit an EPD for publishing), the Supplier shall have a permanent and royalty-free right to use the specific data to be published, including for claims inspection. The Customer warrants that it has the right to use and upload the Customer Information in the Service and that it does not infringe rights of any other party.

3.2. The Supplier may create anonymized and aggregated analytical data, that shall not include personal data, by adding non-identifiable Customer Information from Service into a data pool with similar data from other customers to derive analytical data, and freely and permanently use the resulting analytical data for error detection and correction, predictive data mapping, benchmarking, development and delivery of the Service, training models, quality and development purposes. Here, aggregated data means for example, environmental impacts of a building of a certain type per floor area or a set of mappings to environmental impact profiles, and anonymized means that data is not identifiable with the Customer. This may not disclose Customer's Confidential Information (such as formulations or pricing information).

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 obligations in relation to the Customer Information. This section 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. Manufacturer feedback: The Supplier may share manufacturers feedback about the use of their products in the Service to inform their product and EPD development. The Supplier may share with a manufacturer, for projects in which that manufacturer's products or EPDs are selected or evaluated, the following project-level data: manufacturer's product(s) in question, project type, phase, name, location, and size, and the job role title and business name of the User and Customer using such data. Some licenses in the Service enable designating projects as classified; names of classified projects are not shown. Setting a project as classified may limit functionality available for a project. This section 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 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 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. Allowed use: To the extent allowed by these Terms and the 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 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 section 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 without additional cost.

5.5. The Customer can reappoint Users connected to a license on renewal or if approved by the Supplier (incl. for 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.

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 RESPONSIBILITY AND CONTROL FOR THE USE OF THE SERVICE

6.1. The Customer and Customer Users are required to comply with the Terms and instructions of the Supplier. The Customer is responsible for ensuring that all use of the Service by Customer System or anyone enabled to use the Service by the Customer shall comply with these Terms.

6.2. The Customer must pay the fees of the purchased Service and any add-on orders on time.

6.3. The Customer is responsible for acquiring the necessary and compatible hardware, software, telecommunications, input data and rights to it, 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 and billing details to invoices@oneclicklca.com.

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, datasets or database-like products using all or any part/portion of the Service or Database; and (iii) use the Service and Database in accordance with all applicable laws.

6.11. Customer warrants that all Customer Systems shall comply with Supplier's specifications and standards. Customer is solely responsible for all actions, API calls, instructions, security breaches, or non-compliance with this Agreement originating from, executed through, or enabled by any Customer System, whether authorized or unauthorized. Customer shall defend, indemnify, and hold harmless Supplier against any third-party claims arising out of or related to the operation, failure, or breach of any Customer System.

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. The Supplier reserves the right to charge data publishers with significant volume for data integration.

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.

7.10. The Supplier may offer free, educational, trial or beta access to the Service. Supplier excludes any warranty for such use and reserves the right to end the access and to remove Customer Information without prior notice. Such Service prohibits all commercial use, and commercial use is a material breach.

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 up to 60 days thereafter, provided Customer has not deleted or asked to delete it. The request shall be fulfilled within 30 days.

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 or behaviour is detected on the account of the User or the Customer. Failure to comply with the security mechanisms results in a temporary freeze of the concerned User account until the User can comply with the requirements.

8.2. The Supplier may suspend access to the Service and suspend or delete Customer Information without notice if the Supplier reasonably believes 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. Supplier shall send a payment reminder to Customer 14 days prior blocking access due to unpaid invoices.

8.4. The Supplier is authorized to inactivate or remove 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. The Supplier reserves the right to apply rate limits and throttle access to the Service as a security measure.

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, logs and sample results 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. Supplier will give a 14-day notice of the Audit. Auditor may 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 (phasing out) or Unlimited 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 it was possible. Using data from the Service to create results for compliance where the Supplier offers a compliance module, without purchasing that module, is prohibited. 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 Third-Party Databases, may require accepting additional terms. To use any such add-ons, the Customer and User must accept such additional terms.

9.5. Customer and User may receive Databases as part of the Service or separately purchased. Supplier Database includes Databases that are the exclusive Intellectual Property of the Supplier or its licensors, and all on-demand Datasets generated by the Service. Other Databases are Third-Party Databases. All use of Supplier Database and incorporated Datasets is governed by Appendix VIII of the Terms. All use of Third-Party Databases is governed by these Terms and third-party terms, with the third-party terms taking precedence. Customers use of any ecoinvent data is governed by the ecoinvent EULA at https://www.oneclicklca.com/eula-ecoinvent/. Customers use of any Carbon Minds data is governed by the Carbon Minds EULA published at https://www.oneclicklca.com/eula-carbonminds/. Customers use of any BAFU data is governed by the BAFU EULA at https://www.oneclicklca.com/eula-bafu. BAFU can be downloaded from the website of the Supplier; section 11.3. for BAFU is superseded with the terms of BAFU database. Third-party terms for databases are at: https://help.oneclicklca.com/en/articles/275889 and for SimaPro, at: https://support.simapro.com/en/articles/402983. The Customer and User shall observe the additional restrictions for defined at: https://help.oneclicklca.com/en/articles/275889-data-usage-restrictions and in the various third-party terms, and as instructed by the Supplier in writing. Subscription term paid for any database cannot be shorter than one year, even if co-termed to renewal.

9.6. Fair Use Limits: Service may include AI, API or computing capabilities with annual usage allowance. The usage credits reset annually, do not roll over and are non-refundable. Usage is pooled for all Customer Users and Systems. If the allowance is exceeded, the Supplier will automatically provision and invoice excess consumption blocks for credits at the Supplier's list or agreed rates. For Service with Fair Use Limits that are not yet applied, the Supplier can implement them by a written notice. In such a case, no Customer shall be deemed liable for use in excess of their allowance before the date of the notice.

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 counted as number of products (or averaged results) for which environmental calculations are done. One calculation shall always be one set of calculation results.

9.10. Some licenses may be based on the size of the Customer’s organisation. The Customer is responsible for providing the Supplier the accurate data for such licenses. 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, excluding also any use that would benefit other parts of the organisation that are not covered by the license.

9.11. The Customer may apply an early termination by paying immediately all future fees and costs that would have been due under the Minimum Subscription Term and ongoing and renewing Subscription Term(s), if applicable, to the Supplier. The Parties agree that the Supplier has invested in the Service setup, configuration and training, to be recovered during the Minimum Subscription Term. If the Customer seeks to apply any statutory termination rights for SaaS software, in such a way that would result in any early termination against the set Minimum Subscription Term, the Parties agree that a) database licenses, desktop software, consulting and support and EPD verification services are not SaaS services, b) that there are no refunds for the ongoing Subscription Term, and c) that Customer shall repay to Supplier the value of all discounts and below-list-price concessions received by Customer under this Agreement, calculated as the difference between Supplier's then-current list price for the Services received and the amounts actually invoiced. All payment obligations survive until the Supplier is paid in full. Nothing in this section is intended to restrict, penalize, or condition Customer's exercise of statutory right to terminate or switch.

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.

10. PRICES, PAYMENT AND INVOICING

10.1. Licenses to Service are invoiced in advance for each Subscription Term. The fees are non-refundable, except as set out in the Terms. The Supplier has the right to require a full prepayment before delivery.

10.2. 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.

10.3. The payment term is 14 days from the date of the invoice, which shall be the renewal date. 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 corrected. The Supplier has the right to charge late payment interest separately, or in connection with next renewal. The Customer is solely responsible for all banking and currency exchange costs, taxes and duties, and other payment costs. The applicable Withholding Tax/VAT/GST/Sales Tax will be added.

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 14 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 invoices that are overdue by at least 14 days to a collection agency or to a legal enforcement. The Customer shall reimburse the Supplier's collection costs, including reasonable attorneys' fees incurred in collecting overdue amounts.

10.7. If the Customer has an undisputed invoice 30 days overdue and remains unpaid ten (10) days after the Supplier's written notice, the Supplier is entitled to an immediate payment for the remaining unpaid contract value for Minimum Subscription Term to secure collection.

10.8. Downgrades apply from the next applicable Subscription Term. Upgrades are activated immediately, and Customer is charged a pro-rated amount for the upgrade until the renewal, after which upgrade co-terms.

10.9. Any preferential pricing granted at point of license migration does not constitute new per-unit pricing; and the total of such migration pricing shall be the new package price for the Service. Any downgrade causes automatic repricing at renewal without regard to the prior per-unit pricing.

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 use of Service by the Customer increases from the quantities in Agreement, the Supplier has the right to increase the quantities and apply the list prices (or agreed prices) for them. If a Customer User requests for Service above the order capacity, the Customer shall automatically upgrade and pay for the package that fulfils the request. The upgrade is an auto-renewing subscription for a year. For Unlimited licenses, if Customer's acquisitions lead to the aggregate covered scope growing by over 5% by revenue from the initial order date, the Supplier has the right to adjust the applicable Service fees.

10.12. Annual list price increase: the Supplier may, once in a year, increase the prices by up to 9 % without notice, except regular renewal reminder, to take effect on the renewal date. For renewals during the fixed Minimum Subscription Term, the raises are capped to 3 %, 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) any Third Party-Databases, 2) any other Third-Party Tools, 3) EPD/LCA verification and publishing services and 4) other pass-through services mediated by the Supplier. On request, subject to commercial confidentiality, the Supplier shall justify such increases to Customer.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. All Intellectual Property rights to the Service, Databases, trademarks and the materials, applications, plans, and their feedback and developments belong exclusively to the Supplier or it's licensors.

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 Datasets in the Service may be copied, reproduced, extracted, published or otherwise made generally available, even partially. Any copying, extraction, reproduction and publishing of the Database or Datasets, including using any means, even partially, is considered an infringement of the Supplier's or its licensors' rights 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 Datasets extracted from it or data from which they can be reconstructed. The Customer is not permitted to reverse engineer, decompile or disassemble the Database. The Customer's obligations in this Section apply irrespective of whether the Database or any data in it is protected by copyright, database rights or trade secret law under the applicable law. For the avoidance of doubt, this section is solely to protect the Database of the Supplier and its licensors, as required under related agreements, and shall not restrict the Customer's ownership and use of its Customer Information as per 3.1 and 5.4; the Customer's creation and use of LCA results, reports and insights as per 5.2, subject to database extraction limitation; or the Customer independently licensing and using any databases directly from third parties separately.

11.4. **REMEDY**: If the Service infringes on Intellectual Property rights of any third party, the Supplier shall obtain, at its own cost, the license rights, replace the infringing items or change the Service to avoid infringement or, if none of these is commercially reasonable, terminate the affected part of the Service and refund paid, unused fees. Notwithstanding section 12, this shall be the Customer's sole and exclusive remedy for any such alleged or actual infringement. Customer shall notify Supplier immediately in writing if any third party asserts or seeks to assert an infringement claim against any element of the Service.

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, as reasonably determined by the Supplier acting in good faith.

11.7. The Supplier may agree to perform modifications to the Service on Customer request. All copyright, Intellectual Property rights and other rights of such modifications belong exclusively to the Supplier.

12. WARRANTY AND LIMITATION OF LIABILITY

12.1. **LICENCE WARRANTY**: 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 set out in this Agreement. This warranty does not extend to AI outputs, use following notification of infringement, use of Service with software or data not provided by the Supplier, or for use that breaches these Terms.

12.2. **SANCTIONS WARRANTY**: Both Parties represent and 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. If a Party is subject to any sanctions, the other Party can terminate the Agreement with a written notice with immediate effect, without any liability arising from the termination.

12.3. **COMPETING PRODUCTS**: Using the Service gives the Customer a privileged access to the Confidential Information, Intellectual Property and Database of the Supplier, into which the Supplier has significantly invested in. In consideration of that access, the Customer shall not, during the Subscription Term and for one year afterwards, develop, have developed, or help or support the development of, a Competing Product. Competing Product means any software product or SaaS which competes with or substitutes the Service and is made available to third parties. However, nothing in this section restricts the Customer

from licensing from third parties, using or developing or having developed for its internal use any software, tools or processes, including software which competes with the Service, or permitted use defined in section 5, or providing regular consulting services. Any breach of this section entitles the Supplier to claim for damages, injunctive relief, and attorney's fees. Where applicable law does not allow a such restriction post-term, this section applies only during the term of the Agreement.

12.4. **IPR PROTECTION**: The Customer agrees they shall refrain perpetually from using Confidential Information, Intellectual Property, Database or Datasets or directly derived results from them of the Supplier or it's licensors, or data from which Database or Datasets can be derived, reconstructed or substituted, for any purpose not expressly permitted under these Terms. This limitation does not apply to information that is public or previously known, or to information or Intellectual Property that is independently developed.

12.5. **NO WARRANTY:** The Supplier shall deliver the Service with reasonable skill and care. Other than the warranties in Sections 12.1 and 12.2, the Service is provided on an as-is basis and the Supplier disclaims all other representations and warranties, express or implied, including as to merchantability, fitness for a particular purpose, accuracy, completeness or correctness. The Customer is responsible for assessing whether the Service is fit for its intended use. By their nature, sustainability and impact assessments are inexact, and available cost and environmental impact information may not reflect actual outcomes. The Supplier is not responsible for internet connection failures, or for consequences caused by incorrect information provided by the Customer.

12.6. **NO INDIRECT DAMAGES**: Neither Party is liable to the other for indirect or consequential damages. This does not apply in case of fraud, wilful misconduct, gross negligence, or to any payment or indemnification obligations defined in these Terms.

12.7. **MUTUAL LIMITATION OF LIABILITY**: Both Parties are liable only for the direct damages caused by the breach of this Agreement, whether in contract, tort, misrepresentation or otherwise. Each Party's total liability to the other under or in connection with this Agreement is limited to all fees paid or payable under the Agreement in the 12 months preceding the event that led to the claim, except for breaches of confidentiality and data protection, where the liability is limited to two (2) times the prior amount. However, in either case, the liability shall not exceed liability cap of EUR100,000 (for Agreements in USD, USD100,000). The limitations apply regardless of whether the Party was advised of the possibility of such damages and regardless of the form of action (including negligence). These limitations do not apply in case of fraud, wilful misconduct or gross negligence, infringement or breach of the other Party's Intellectual Property (including Database), or in case of any payment or indemnification obligations defined in these Terms.

12.8. **PREDETERMINED DAMAGES**: Liquidated damages are strictly an agreed alternative compensation mechanism, exempt from section 12.7. In the event of breaches specified in this section, the injured Party may elect to recover the specified liquidated damages as its sole monetary recovery for such breaches or, in lieu thereof, waive liquidated damages and seek actual losses, legal costs and injunctive relief. The Parties agree that the following amounts are a reasonable prior estimate of damages. In case of a breach of the section 11.3., the injured Party is entitled to liquidated damages of EUR2,000 per Dataset involved in the breach, up to EUR100,000 in total. In case of breach of the section 12.4, the injured Party is entitled to a liquidated damages of EUR100,000 per product or service brought to the market using protected information, and if the breach is not remedied in 30 days of written notice, additional EUR30,000 per month the breach continues. The total liquidated damages payable under this Section for all breaches during the Agreement shall not exceed the higher of ten times the fees paid or payable in the 12 months before the breach, or EUR200,000. For Agreements in USD, these amounts convert to USD at 1:1 ratio.

12.9. 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.

12.10. Supplier shall not be responsible for any actions, omissions or misrepresentations made by a 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.

12.11. 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. Its purpose is to improve the efficiency and accuracy of the User. 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 mitigate potential biases and errors and to make the AI System's outputs understandable to the Customer. The Supplier considers the AI System a limited risk system as per EU AI Act. 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. The Customer warrants that it holds all rights necessary to submit any input to the AI System and that such input does not infringe any third-party Intellectual Property rights. The Supplier does not warrant that outputs of the AI System are free from third-party Intellectual Property rights.

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, except as permitted in these Terms. Following information is always deemed confidential, even when not marked as such: license and access 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 other partners who necessarily need the Confidential Information for the fulfilment of the parties' contractual relationship. The limitation does not apply to information that is public, previously known or independently developed.

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 reject the changes in those specific Terms within one month of the receipt of the notice by communicating their opposition and justifying the deterioration in writing to the Supplier. 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, no matter the cause, shall not give rise to any obligation to reverse performances already rendered under this Agreement, except as otherwise expressly provided.

13.6. Neither Party has the right to assign this Agreement without the written consent of the other Party. The Supplier has the right to assign the Agreement to its group parent in case of 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 has no liability for Service if caused by reasons beyond the Supplier’s or it’s subcontractor’s control, such as war, war-like situation 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, infrastructure failures or any similar reasons.

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. Where the Offer includes a governing law rider, the governing law and dispute resolution provisions of the rider apply instead of this section, other than the CCISG exclusion and section 13.12. 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 it's Affiliate, or the Service is purchased from one of the One Click LCA resellers, 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 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

14.1. This Privacy Policy (Policy) applies to Supplier's processing of personal data, that is, how we collect and use personal data about users of our services, visitors to our websites, people who register to our activities fill out forms to receive further information, and supplier and partner contacts. Personal data is processed in line with the GDPR, Finnish Data Protection Act or Dutch UAVG and other applicable laws.

14.2. We do not sell personal data. Affiliates are a part of the Supplier. Supplier shares marketing and customer relationship systems. For marketing and sales, we act as joint data controllers. We have agreed between us who handles which obligations, and you can exercise your rights with One Click LCA or SimaPro. We share limited business data (job title and company name) as part of analytical data, as defined in 14.16.

14.3. The Supplier may share Personal Data with its Resellers when they manage the Customer relationship.

14.4. The Supplier uses technical and organisational measures appropriate to the risk to protect personal data. These include access controls, role-based permissions, encryption and contractual obligations on our service providers. 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. If a personal data breach is likely to result in a high risk to you, we will inform you without undue delay.

14.5. Personal Data requests shall be sent to support@oneclicklca.com.

14.6. The Supplier is an independent data controller. Within our organisation, personal data is available only to staff who need it for their role, such as sales, marketing, customer support, administration and IT. All staff with access are bound by confidentiality.

14.7. We use personal data for the purposes described in this Policy, on the legal basis stated for each purpose. Our Affiliates, contractors, and Resellers may process personal data for us, or as set out in this Policy.

14.8. Supplier does not collect special personal data (e.g. political opinions). Please do not share them with us.

14.9. Personal data is stored on secure servers. Supplier stores personal data inside the EU.

14.10. Some service providers of the Supplier are outside the EU or EEA, causing data transfer outside the EEA. 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 keeps personal data only as long as we need it for the purpose we collected it for. However, we may keep relevant data longer where needed to establish, exercise, or defend legal claims. The data retention duration depends on the data type:

a) User data: for as long as you have access to the Service and as long as linked to a project afterwards. User accounts are removed by User deleting their account or by making a support request to do so.

b) Marketing data: until you unsubscribe or object, or until a set period since your last interaction.

c) Newsletter opt-outs: we keep your email address on a suppression list, so we don't contact you again.

d) Records we must keep by law: such as invoices and contracts, for as long as law requires.

e) Cookies and analytics data: as per cookie declaration oneclicklca.com/tracking/cookie-declaration.

14.12. The Supplier's websites use cookies and similar technologies. Necessary cookies keep the websites and the Service working, for example your login, and do not require consent. We use analytics, preference, and marketing cookies only with your consent. You give or refuse consent in our cookie banner. With your consent, these cookies may collect your IP address, device and browser details, cookie identifiers, pages visited, and actions taken. We use them to understand how visitors use our websites and to improve their experience. We also use them to show you relevant ads on other platforms, based on the content you've viewed. If you've filled in one of our forms, we link your website activity to your contact record. You can change your choice at any time in the Cookie settings. Our cookie declaration oneclicklca.com/tracking/cookie-declaration lists all cookies and their providers. For data collected through advertising pixels, we and the advertising platform are joint data controllers for the collection and transfer of that data. Each platform's own privacy policy covers its further use.

14.13. Delivery of the Service and legitimate interest: The Supplier processes personal data to provide the Service under the contract with you. This includes your user account, customer support, training, and the Academy, the community forum, online purchases and payments, and service notifications such as password resets and licence notices. We also collect data on how the Service is used to keep it secure and improve it. The legal basis is performance of our contract. We process name, business email, phone

number, company, and usage and support records. Service notifications cannot be unsubscribed from while your account is active.

14.14. Enquiries, sales meetings, demos, quotes and agreements: Supplier processes name, business email, phone number, company, and job title for these. Sales meetings may be recorded for notes and training; the User is told beforehand and may decline. For webinars and events, the Supplier processes registration and attendance details. Recordings, including questions and chat messages, may be shared with registrants, and registration details are shared with any co-host named on the form. The legal basis is legitimate interest, or steps taken at the User's request before entering into a contract.

14.15. User requests for data: if the User requests for data (e.g. EPD data) from a third party (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 request of the User to that third-party to respond to request.

14.16. Manufacturer feedback: based on its legitimate interest, the Supplier processes job titles and company name to provide analytical services to manufacturers about the use and evaluation of their products within the Service. Such analytical service may be shared with manufacturers under contract.

14.17. Marketing and newsletters: With the User's consent, the Supplier sends newsletters and other marketing emails, such as product news, event invitations, and offers. The Supplier may share contact details in coded form with advertising platforms to show the User relevant ads. It processes name, business email, company, job title, and interactions with The Supplier’s emails, events, and websites. The User can withdraw consent at any time via any email's unsubscribe link.

14.18. Contacting prospects: Based on its legitimate interest in promoting its services, the Supplier may contact professionals relevant to its products. It processes name, business email, and phone number, company, job title and professional profile URL, partly obtained from business data providers. Marketing emails may track opens and clicks, with consent where law requires it. The Supplier may score contacts based on their company, role and interactions with its content and communications to decide whom to follow up with. The User can object to direct marketing and related profiling at any time by contacting support.

14.19. Sources of personal data: The Supplier collects personal data directly from you, for example when you create an account, fill in a form, register for a webinar, email us, or meet with us. We also receive personal data from business contact data providers, who give us professional details: name, business email, business phone number, job title, seniority, company and professional profile URL; event organisers and co-marketing partners, when you register for an event or a webinar we co-host with a partner; and our websites and emails, through cookies and similar technologies.

14.20. 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.

14.21. Data subject rights: The User may access, correct, delete, restrict, or receive a copy of their personal data, and object to processing based on legitimate interest. The User can always object to direct marketing, including related profiling, and withdraw consent at any time. Requests shall be sent to support@oneclicklca.com.

14.22. Where Customer or User enjoy statutory data protection rights in the UK, the UK GDPR and DPA 2018 apply to them on a statutory basis. The Supplier’s UK representative is One Click LCA UK Ltd, contactable at support@oneclicklca.com.

14.23. The competent supervisory authority for personal data processing for One Click LCA is the Office of the Data Protection Ombudsman and for SimaPro it is the Dutch Data Protection Authority.

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. Where job title is considered Personal Data; the Supplier may use a synthetic job role category instead.

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 likely resulting in a risk 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 within 72 hours 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 (24h/7d basis) is at https://help.oneclicklca.com/en/articles/276001-monthly-service-level-report for One Click LCA. It will be amended to also cover SimaPro SaaS services.
Backups	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.
Business hours	Mondays to Fridays 08:30 to 16:30 Dutch time (CET/CEST), for One Click LCA excluding bank holidays for Finland, for SimaPro: excluding public holidays in the Netherlands.
EPD Templates (One Click LCA)	The Supplier supports several EPD Generator product categories and templates, listed at https://help.oneclicklca.com/en/articles/275821.
Help Centre	Online Customer Help Centre for One Click LCA at https://help.oneclicklca.com/en/, and for SimaPro, at: https://support.simapro.com/en/.
Incidents	Major incident reports: https://help.oneclicklca.com/en/collections/647568.
Integrating Additional Information (e.g. LCA data)	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.
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, or by using other practicable means of communication.
No Support for Plugins	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.
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 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.
Support response time	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. 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.

17.2. Unless otherwise determined by the Supplier, all products are Simple, except the following which are 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) nonconstruction products.

17.3. 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, without support from the Supplier.

17.4. 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.

17.5. 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).

17.6. EPD Hub subscriptions: The Supplier provides EPD verification and publishing services as annual subscriptions. EPD Hub subscriptions can be used to publish EPDs. If EPD Hub subscriptions are added to the Service, it is co-termed to the Service renewal dates. EPD Hub services are delivered under EPD Hub rules. If an EPD Hub subscription is cancelled, all unused EPDs expire. EPD usage options are documented separately in service catalogues, which may be changed by the Supplier without notice.

17.7. EPD verification 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.

17.8. Rules for single product EPDs and averaged EPDs: Base costs are for single-scenario EPDs (one set of LCA results) 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 may be priced separately. Further options may be available from the Supplier.

17.9. The Customer has the obligation to provide correct and truthful data for EPDs and documentation. The Customer has obligation to report to Supplier and fix errors affecting the EPD after publishing.

17.10. Independence of the verifier: Supplier, or verifier performing verification for it, has the right to reject implausible or suspicious data. Verification does not guarantee that any verification shall result in an acceptance. Evidence of compliance, as found in documentation is the sole criteria for acceptance.

17.11. Information retention: Supplier and the EPD programs it works with have the right to retain and use all documents and information submitted for EPD publishing and verification by the Customer, including messaging and any supporting documents, until the end of the year following 5 years from EPD publication, when the said EPD is no longer accessible.

17.12. Information publishing: The Supplier has the right to publish every verified and published EPD it processes as a generally available Dataset in Supplier's Service and Plugins as well as in social media. The Supplier may forward verified and published EPDs to other platforms, provided data is relevant for their geographic and materials categories. This is provided solely at the Supplier's discretion.

17.13. Right to deregister erroneous EPDs: The Supplier is allowed to deregister EPDs that are found to be erroneous if not remedied by the Customer within 60 days from notice given by the Supplier. The Supplier has the right to suspend EPD verifications and to deregister published EPDs in case of overdue payments 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.

17.14. 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, Supplier may choose an alternative EPD program and inform the Customer.

17.15. Specific terms for the EPD programs: The Customer accepts the rules of the respective EPD programs. 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 and delivery estimates for services if information is made available that shows that service requires more time to complete and based on capacity.

18.2. Supplier may offer services as annual subscriptions. Such packs provide a prepaid capacity to use Support Services annually. Pay as you go option is purchased and paid for specific services on demand, with limited validity. Once any 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. Accordingly, the total hours deducted from the consulting or support pack may exceed the duration of the live engagement.

18.3. Customer and Supplier agree that Supplier shall use the prepaid support capacity to support that the Customer succeeds in their first EPD or LCA as part of the onboarding process to expedite time to value.

18.4. The Customer is responsible for all input data for the delivery of the services, as requested by the Supplier.

18.5. The duration is calculated from the delivery of the complete and correct input data to the Supplier and from the payment of the upfront fee, whichever is later. If a delay on the Customer's side postpones the project by at least 8 weeks, the Supplier has the right to request for a full prepayment of the project fee immediately. Exceeding an agreed delivery time does not constitute a breach.

18.6. Trainings: 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. Content marked as confidential or shared in a confidential context must not be disclosed.

18.7. Supplier is entitled to assign any personnel of its group, including Affiliates, to deliver the projects. The Customer is not entitled to change its point of contact when doing so could jeopardize the engagement. The Supplier is entitled to subcontract services to third parties. The Supplier is liable for acts and omissions of its Affiliates and subcontractors.

18.8. The total fee is payable immediately in connection with the order. Change orders are payable on order as well. Travel costs are only incurred on the Customer's request and expense.

18.9. Services do not entail any obligation to achieve a specific result; they are provided solely on a best-efforts basis, according to industry standards. The deliverables 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. Customer shall notify Supplier of non-conformity, and the Supplier is entitled to reperform.

18.10. 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. Payments are not refunded if non-completion is due to the Customer.

18.11. The Supplier shall retain all Intellectual Property Rights (IPR) in the deliverables, excluding rights to Customer Information. Nothing in these terms constitutes a transfer of the IPR. The Customer only receives the rights specified in the proposal, and only to for what has been developed specifically for the Customer, excluding any background IPR. In such case, the Customer 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.

18.12. For any data created by the Supplier, the Supplier retains all rights to the created data, incl. copyright.

18.13. Supplier will be entitled to an additional fee if: (i) there is a change in project design/scope or 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.

18.14. For all other terms for these Services, the Finnish General Conditions for Consulting KSE2013 at https://www.oneclicklca.com/consulting-terms-kse2013/ apply. In case of a conflict, these Terms prevail.

19. APPENDIX VI: ADDITIONAL TERMS FOR RESEARCH, EDUCATIONAL & 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 License	License for the Service offered for educational purposes to Educational Customers (registered university or educational institute for degree education).
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, Education and Student licenses for all products

19.1. The Supplier may offer licenses for non-commercial activity at its sole discretion. The Customer may use the Service exclusively for purposes of scientific research and teaching and learning. 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. Use for commercial compliance, certification or PCF or EPD creation is not permitted for such licenses.

Additional terms for Educational licenses for all products

19.2. Supervision of the license and all communication with Supplier, including customer support, takes place though a designated employee of the Educational Customer.

19.3. 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.

19.4. 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.

Additional terms for Student licenses for all products (if available)

19.5. 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 a maximum of 12 months and cannot be renewed. The right to use the license expires at the latest with the acquisition of a MSc, MA, BA or a comparable degree.

19.6. The use of the Service under Student licenses requires the Customer to proves to Supplier they are a student. For ENVI-met, the Customer is obliged to do this no later than two weeks after licence activation by sending a copy of an academic letter of confirmation or student ID to support@oneclicklca.com.

19.7. 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.

19.8. References to One Click LCA and Supplier and Service: Student User must refer to One Click LCA as "One Click LCA" and to SimaPro as "SimaPro (cloud/desktop)". Supplier has several license levels with different functionality. When making statements about Service, Student User must make clear they are making them based on the student version, not capabilities of the commercial version.

19.9. If the use of the student license results in a publication, Student User shall send a copy to support@oneclicklca.com.

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

For tool-specific terms (e.g. functionality or backing up the Service), this Appendix takes precedence.

20.1. 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.

20.2. 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.

20.3. This Agreement applies to all copies of the Service made by or on behalf of the Customer, incl. updates.

20.4. Until full payment Supplier shall be free to revoke the rights of use 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.

20.5. On termination of licenses, 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.

20.6. 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.

20.7. SimaPro desktop only: old Single User licenses are now Named User Licenses. Licenses can be installed on only one Device, unless otherwise separately agreed. Each Customer User must procure a valid Named User License for themselves.

20.8. SimaPro desktop 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 only. At their expiration, the license expires, and the Customer may procure a new Service from the Supplier. No support is provided as part of such licenses.

20.9. In case of perpetual licenses for SimaPro desktop, the Customer may use them until license validity. Such licenses do not entitle the Customer to any support.

20.10. The following rules shall apply to ENVI-met Science licences: 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.

20.11. Customer and User may not duplicate the Service unless this is necessary to install or execute the Service. 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.

20.12. 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.

20.13. Integrating the Service into another software is prohibited.

21. APPENDIX VIII: ADDITIONAL TERMS FOR SUPPLIER DATABASE

21.1. Supplier Databases are databases comprising of Datasets, unitary data, templates, metadata, documentation and updates that constitute the exclusive Intellectual Property and trade secrets of the Supplier or its licensors. No title or ownership in the Supplier Database or Datasets is transferred to Customer.

21.2. All terms of Supplier Database also apply to all Datasets generated by the on-demand data generation functionalities in the Service. Such functionalities may include, among others, Data Factory and any supply-chain data collection tools, and any APIs exposing such capabilities.

21.3. Supplier Databases may be commercialized separately or bundled as part of the Service subscriptions.

21.4. Subject to payment of applicable fees and compliance with the Agreement, Supplier grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable licence during the Subscription Term to access, query and use the Supplier Database solely within the Service (unless separately licensed for use outside the Service from the Supplier), for Customer's regular business purposes only (see Section 5.2). Use is limited to the number and type of Users stated in the Offer.

21.5. **Restrictive covenants**: Customer shall not, and shall strictly enforce that its Users do not (a) copy, extract, harvest, scrape, bulk-download or reproduce all or any part of the Supplier Database or unitary Datasets for use outside the Service, whether manually or using automated crawlers, scripts or APIs; (b) use the Supplier Database, Datasets, outputs or derivative data to build, populate or enrich any software, standalone database, dataset, or substitute commercial product or service; (c) apply machine learning, generative artificial intelligence or automated model training tools to the Supplier Database or to any data extracted or derived from it; (d) decompile, disassemble, reverse engineer, or attempt to reconstruct underlying source Datasets, unit processes or proprietary calculations; (e) sell, sublicense, rent, leak, distribute, publish, make publicly available or otherwise disclose all or any part of the Supplier Database to any third party (other than verifiers, auditors, and subcontractors who due to nature of their duties must access a subset of the Database to perform their duties), to non-licensed Users, or to non-licensed parts of Customer's organisation; (f) publish, sell, rent, distribute, make publicly available or disclose to any third party any data or results directly derived from the Supplier Database, including individual Datasets provided in the Service; or (g) extract data or Datasets from the Service, unless Supplier expressly agrees in writing, unless otherwise authorized so in these Terms.

21.6. **Permitted publication**. Without affecting the foregoing, Customer may publish its own models and data newly calculated with the Supplier Database ("Output Data") in external reports, sustainability claims or materials (Section 5.2), but only if (a) the publication does not disclose the Supplier Database or any data contained therein, (b) it is not possible to deduce or reconstruct the Supplier Database or any data contained therein from the publication; and (c) Customer prominently includes an attribution to Supplier.

21.7. **Disclaimer**: Supplier Databases are modelling data derived from third-party data that Supplier cannot verify. Supplier does not warrant that the Supplier Database is accurate, complete or up to date, or that it is suitable for producing accurate, complete or up-to-date Output Data. Customer bears the risk of whether the Supplier Database meets its needs. To the extent permitted by applicable law, and subject to the mandatory liability provisions of the Agreement, Supplier is not liable for incorrect Output Data arising from use of the Supplier Database. This includes damage from the publication of Output Data.

21.8. **Indemnity**: Customer shall indemnify the Supplier against all third-party claims arising from any disclosure, publication or use of the Supplier Database or Datasets in breach of this Appendix.

21.9. End of term. When the Subscription Term expires or ends, Customer shall immediately stop using the Supplier Database. Customer shall delete all copies of any Supplier Database and data included in it in its possession or control. On request, Customer shall provide written confirmation of deletion in thirty days.

21.10. Any breach of this Appendix constitutes an irremediable material breach of the Agreement.

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 Material	API Services, Documentation, Licensed Data and Service Data and related information. All of these constitute a part of the Service.
API Services	Any Service which the Supplier provides to Customers in the form of a software development kit or Application Programming Interface (API), including Model-Controller Protocol types of APIs used via with Customer AI systems. These form part of Service.
Inhouse Tools	Customer System developed by the Customer using API Services or API Material, made available only to the employees or subcontractors working on Customer projects. All Inhouse Tools developed by the Customer constitute Customer Intellectual Property.
Internal Use	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.
Licensed Data	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, all part of Service.
Service Data	Customer-generated data, excluding Supplier's Database and other data of the Supplier.
Tool End Users	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. 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.

22.4. Customer is solely responsible for providing the support and assistance to Tool End Users.

22.5. Customer acknowledges and agrees that Supplier may modify API Material from time to time. For changes that affect the signature for API used by the Customer, the Supplier shall endeavour to give a 30-day advance 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 use of the API Material after notice constitutes acceptance.

Grant of license

22.6. 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.

22.7. 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 any portion of the API Material.

22.8. The Customer must visibly attribute the source for data from the API Material as the Supplier.

Customer responsibilities

22.9. 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.

22.10. 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 credentials following an incident.

22.11. Customer shall not, and shall not attempt to: (a) interfere with, modify or disable any features, functionality, data 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 of the Service, 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 or (g) use API Material in a way to undermine the security of the Service, or (h) sub-license, resell, repackage, or externally distribute API Material or (i) share API credentials or use the API Material against the Terms and Supplier instructions.

Terms for Licensed Data

22.12. 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.

22.13. 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.

22.14. 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. Customer agrees to cooperate reasonably with such audits. Supplier may conduct such audits 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 accepted the corrections made by the Customer. There is no refund or credit for any disruption or suspension caused by such non-compliance with security audits.

22.15. 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.

22.16. The Licensed Data may have a true-up reporting and payment for usage that is in excess of the advance payment. Customer shall report the actual usage at the end of each Subscription term, after 30 days.

22.17. The Customer may under no circumstances extract or use any data from Third-Party Databases as part of the Licensed Data for any purpose.

22.18. 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 Supplier's right of use ending, in which case no notice applies.

Effect of termination

22.19. On termination of Agreement for any reason, the Customer 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 and any Confidential Information in Customer's possession and shall certify that such actions have occurred.

22.20. 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 Licensed Data.

22.21. Sections that are intended to survive the termination of the API Terms Addendum survive termination.