

General Web Service Terms and Privacy Policy 13 July 2020

These Terms govern all use of Supplier's Services and Web Sites for any type of use and replace all previous Terms from 13 August, 2020.

1. Definitions

- Supplier** Bionova Ltd, Suvilahdenkatu 10 B, FI-00500 Helsinki, Finland. Corporate ID 1739154-6.
- Customer** Company or other organization, which purchases rights to the Service from the Supplier.
- Customer Information** Non-public information provided by the Users into the Service describing the Customer's sites, projects, inputs and performance for calculation or other purposes.
- GDPR** General Data Protection Regulation (EU 2016/679), privacy rules the Service implements.
- Personal Data** Information available to Supplier, relating to an identified or an identifiable User.
- Plug-in** An additional software connecting to the Service for data transmission and calculation. A Plug-in may be Supplier software or based on a separately licensed third-party software.
- Service** A web service application marketed under Supplier Trademark(s) or on a white-label basis. The Service enables the Customer to calculate different metrics and indicators. The Service is available over the internet at the address www.360optimi.com, or via respective Plug-ins or API. The Service is delivered "as is". The Service includes also optional add-on modules.
- Trademarks** Supplier's registered trademarks which include One Click LCA, 360optimi and Ecompter.
- Terms** The latest version of these Terms of Service, found at www.360optimi.com/static/terms. These Terms apply to all use of the Service and orders, and to all use of any Plug-ins connecting with the Service. Use of Plug-ins or add-on modules may require accepting additional terms. Supplier reserves right to amend this document unilaterally at any time.
- User** Natural person who is at least 18 years old who has registered to the Service with their email and accepted these Terms, or who uses the Supplier Web Sites (or both).
- Web Sites** All Supplier websites, e.g. www.oneclicklca.com, including their e-commerce sections.

2. Privacy policy and Personal Data processing

Privacy principles

We take your privacy seriously. We will NEVER sell your personal data to anyone.

This Privacy Policy is part of our General Web Service Terms and sets out how the Supplier collects and processes Personal Data, the purposes for processing and its protection. All Personal Data is processed in according General Data Protection Regulation (EU 2016/679) and Finnish Personal Data Act (1050/2018).

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

Personal Data protection

Supplier has implemented various measures to ensure that the information is adequately protected against unauthorised access, use, disclosure and destruction. Risk can never be eliminated, but significantly reduced. Supplier shall not be held liable by any third party, including User, in any event of unauthorized access, use and/or disclosure of any information in Web Sites or in Service.

Personal Data storage

The User accepts that the Supplier saves the Personal Data of the User to the Supplier's register. The Supplier, the Supplier's subcontractors and resellers may use Personal Data only for the delivery of the Service, support and Service-related communication as set out in these Terms.

Supplier does not collect, store or process sensitive Personal Data. Personal data is stored on secure servers. Generally, Personal Data is stored inside EU and EEA area. However, the User's email address, name and phone number are transferred to the United States under appropriate safeguards for specific data processing. All these transfers comply with EU – U.S. and Swiss – U.S. Privacy Shield programs.

Data controller

Supplier is the Data Controller. Supplier processes the Personal Data, and the data is accessible to the following persons: Supplier personnel involved in the data processing, customer support and administration, and IT specialists performing tasks related to the maintenance of Web Sites or Service. All relevant Supplier personnel is aware of this policy and Supplier requirements for data processing.

Data processing for newsletter delivery

Supplier processes Personal Data for sending newsletters to inform User of new services, promotions and other information. The legal basis of processing for this purpose is User's consent. The period of processing is until the User unsubscribes from the newsletter. The processed Personal Data for this purpose are User's name and User's email address.

Data processing for delivering Web Site functionality

Supplier processes Personal Data for delivering Web Site functionality, including processing for the events and trainings available on Web Site. The legal basis of processing for this purpose is legitimate interest. The period of processing is one year from User activity. The processed Personal Data for this purpose are User's preferred language, the IP address, User's device type, operating system and browser type.

Data processing for delivery of Service and for contracting supply of Service

Supplier processes Personal Data for delivery of Service and to enter into contracts to deliver Service. The legal basis of processing for these purposes is performance of a contract of which the User is a party. The period of processing is until the contract expires or is cancelled, or until the User deletes their Personal Data from the Service. The delivery of Service requires the delivery of service update notifications. Contract may include also delivery of customer support. The purpose of this processing is to manage and ensure User's rights and obligations relating to contract.

The processed Personal Data for this purpose are User's name, User's email address, User's phone number, User's preferred language, and for User log ins to the software the IP address, User's device type, operating system and browser type, and projects in Service User can access.

Data subprocessors

Supplier works with following data subprocessors who are contracted for specific tasks. Supplier reserves the right to modify the data subprocessors at any time without an advance notice.

Subprocessor(s) who process Personal Data	Newsletter delivery	Web Site functionality	Delivery of Service
ActiveCampaign, 1 N Dearborn St., 5th Floor, Chicago, IL 60602, USA	X	-	X
Eventbrite, Inc., 155 5th Street, Floor 7, San Francisco, California 94103, USA	-	X	-
Stripe, 185 Berry Street, Suite 550, San Francisco, CA 94107, USA	-	X	X
Zendesk Inc., 1019 Market St, San Francisco, CA 94103, USA	-	X	X
Zoom Video Communications, Inc. 55 Almaden Boulevard, 6th Floor, San Jose, CA 95113, USA	-	X	X
LogMeIn, 320 Summer Street, Boston, MA 02210, USA. <i>Ceases processing data 30 September 2020.</i>	-	X	-

Subprocessor(s) who process Personal Data	Newsletter delivery	Web Site functionality	Delivery of Service
Zoho Corporation BV, Hoogoorddreef 15, 1101 BA, Amsterdam, NL. <i>Ceases processing data 30 Sep 2020.</i>	-	X	X
Hotjar, Level 2, St Julian's BC, 3, Elia Zammit Street, St Julian's STJ 1000, Malta. <i>Ceases on 30 Oct 2020.</i>	-	X	X

Personal Data related requests

Personal Data related requests must be issued in writing to Supplier's Data protection officer. Personal Data related requests must contain response contact information, including email address.

Cookies

Supplier Web Sites use cookies for recordkeeping and to enhance functionality. The Service requires that the User allows the use of cookies to maintain the User's connection to the Service. Cookies are small files stored on devices. They contain non-personal information including login session.

3. Service subscription, delivery and compliance with terms

Subscription to the Service

The Customer may place orders by e-mail, phone, post or on the website of the Service. The binding purchase agreement between the Supplier and Customer shall become valid at the time of placing an order based on a valid offer from the Supplier or by making a purchase in the Supplier's online store.

Delivery of the Service

The Service will be delivered to the Customer after the order is received and the first payment of the Service has been made, unless otherwise agreed upon between the parties. The delivery is completed and accepted after the user rights have been activated in the Service. In the event of delivery failure or other Supplier error, the Customer is obliged to immediately report the incident to the Supplier. Thereafter the Supplier will correct errors in delivery.

Breach of the Terms and suspension of the Service

The Supplier may suspend use of the Service and delete Customer Information from the Service without prior notice to the Customer, in the event that the Customer Information is illegal or otherwise inappropriate by the consideration of the authorities, the Supplier or relevant third party.

The Supplier has the right to block the access of any Customer or User to 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 purposes outside the Service description, the Customer has not paid Service fees in time, or the use of the Service is otherwise endangering the overall production of the Service.

4. The Customer's and User's rights of use and obligations

The Customer's and User's rights of use and control responsibility

The Customer may use the Service during the license period in accordance with the license and Terms. The Customer's appointed representative has the main user rights. The Customer may define different general and specific user rights for different user groups.

The Customer has an obligation to monitor and ensure that all of the Customer's Users fully comply with these Terms. For the sake of clarity, it is stated that the Customer has full responsibility of all use of the Service of the Customer's subcontractors, cooperation partners and other third-party associates. The Customer has the responsibility to ensure that the Customer's main user(s) have sufficient authority, capability and knowledge to perform their duties, including securing them the necessary training.

The Customer and the User responsibilities

The Customer and the User are required to comply with the Terms and instructions of the Supplier. The Customer must pay the fees of the Service to the Supplier. The Customer is responsible for acquiring and

paying all Customer and User hardware, software, telecommunications equipment, operator connections and related support services that are required for the use of the Service. The Supplier has no responsibility of the interoperability of the Customer's technical infrastructure with the Service.

The Customer and User are responsible for their use of the Service as well as the content all information they provide to the Service, including any intellectual property rights associated with it.

The Customer is responsible for ensuring its Users keep their login credentials confidential. The Customer has full responsibility of all use of the Service performed with the credentials of the Customer's Users or Users acting on its behalf. The Customer must supply its current contact information to Supplier.

In case the Service is used in violation of the license terms under the Customer license or User account, the Customer and the User are liable to pay all direct and indirect damages of the Supplier caused by such violation of the Customer or User. The access may be disabled without notice if breach is suspected.

Procuring rights to additional third-party licenses

Some add-on modules of the Service, including Plugins, may require accepting additional terms and paying additional third-party licenses, which Supplier may be able to supply to the Customer on request. It is the sole responsibility of the Customer to procure the right to use the relevant additional licenses.

Resale of the Service and offers to third parties

The Customer or User does not have the right to resell or otherwise offer the Service or part of the Service to third parties either on an "as is" basis or as a part of the Customer's own service or product.

Delivery of Environmental Information for integration into the Service

The Customer may request the Supplier to integrate Environmental Information into the Service. The Supplier is under no obligation to do so and reserves the right to reject such requests for quality assurance or other purposes. The Customer represents and warrants that it is authorized to provide such Environmental Information to the Supplier for the purpose of integration to the Service. The Customer agrees that the provided Environmental Information will be available to all Users of the Service.

5. User registration and use of the Service

The acceptance of the Terms

The User accepts these Terms by completing the registration of the Service. The User accepts the possible changes of the Terms as the User continues to use the Service. The registration requires that the User provides their name, e-mail address and other requested information. The User guarantees that the provided information is true and correct as well as updated without delay.

The User's rights of use

The User's rights of use are directly related and linked to the rights of use purchased by the Customer.

User account must not be shared with anyone

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 Supplier. Supplier has the right to monitor User account usage and to implement additional security measures at its discretion to accounts that it believes to be at risk of being compromised by third party access.

The allowed and non-allowed use of the Service

Any other use of the Service than clicking regular web browser links and commands, such as technical analysis or exploitation, is strictly forbidden. None of the technical information included in the Service may be copied, reproduced or analyzed. All technical analysis, reverse engineering or hacking of the Service or loading the Service are prohibited. All sharing of User accounts is strictly prohibited.

All database extraction, copying and reproduction is prohibited

None of the databases or data included in the Service may be copied, reproduced or extracted, even partially. Any copying, extraction, and reproduction of the databases or the data in the Service, even

partially, is considered a copyright violation. Customer is responsible for ensuring that any use of the Service with rights provided by the Customer shall not infringe this. In case of infringement, the Customer is liable to pay the Supplier for full value of use of the extracted, copied or reproduced data, on the then current list prices of the Service for comparable application, in addition of any damages and penalties and cost of ensuring that the infringement immediately ceases.

Research License

The Supplier may from time to time offer the Service for non-commercial research purposes with non-standard license fees. This type of license may only be granted for non-profit making research activities which shall be made public to the advancement of science and human knowledge. Research License shall not allow calculations for certifications or regulatory compliance, which are considered commercial use.

Educational License

The Supplier may from time to time offer the Service for educational purposes for use in coursework in academic or educational institutions. Educational Licenses are provided solely to educational institutes. Additional license terms for Educational Licenses apply, and they are defined in Appendix 1 of the Terms.

Student License

The Supplier may from time to time offer the Service for undergraduate Student Users for purposes of final year thesis projects, not including students pursuing PhD or comparable postgraduate degrees. Such licenses are provided solely when all additional conditions defined in Appendix 2 of the Terms are fulfilled.

6. Customer Information access and ownership

Access to the Customer Information

Access to the Customer Information will be granted to the Users by the authorized main user of the Customer. User rights and authorizations may be read-only rights or modification rights. In the event that the authorized main user of the Customer defines some Customer Information to be publicly available, all users of the Service may view, but not modify such information.

The ownership and use of the Customer Information

The Customer Information is owned by the Customer. The Supplier is granted a free and permanent license right to use the Customer Information for performance of the Service and user support. The Supplier may use subcontractors for the performance of the Service and grant them necessary access to the Customer Information. Supplier may freely and permanently use the Customer Information and generated technical analysis information for benchmark and statistical purposes, development activities of the Service and quality improvement tasks. The Supplier may publish and deliver anonymous statistics to third parties. The Supplier shall ensure that their personnel, subcontractors and resellers of the Supplier are bound by the privacy and confidentiality obligations in relation to the Customer Information.

Access to benchmark data

The Customer or the User may be offered a possibility to access benchmark data. The condition to access such benchmark data is preparing the Customer's and User's own data in a way and following the method making it compliant with the benchmarking purposes, including for scope and quality. The benchmark shall always be created anonymously, unless Customer or User opts to make their data identifiable.

The Customer Information processing for sponsored services

The Customer or the User may be offered a possibility to use sponsored services in the Service. Such sponsored services are third party financed services, for example tender processes, which are offered for use to the Customer or User free of charge or with reduced fees. Part or all of the Customer Information provided during the use of sponsored services may be delivered to the sponsoring third party. The Customer or the User accepts such delivery when deciding to use these sponsored services.

The return of the Customer Information

The Customer can use functionality of the Service to delete its own Customer Information. The Supplier shall return all Customer Information from Service to the Customer against payment of applicable fee.

Use of Customer in marketing

The Supplier maintains the right to present in its marketing and demo material the name of the Customer, the logo of the Customer and the general purpose of use of the Service.

Mutual obligation to confidentiality

Both parties agree not to disclose any information received from the other party which is marked as confidential or which is 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 fulfillment of their contractual relationship. Both parties agree not to disclose Confidential Information of the other party to others than those employees, advisors, subsidiaries, subcontractors, service providers or its other cooperation partners who necessarily need the Confidential Information for the fulfillment of the parties' contractual relationship.

7. Supplier's responsibilities, support and maintenance

The Supplier's responsibility

The Supplier has the responsibility of development and update of the Service, calculation models used, their functionality as well as compiling and updating required background information. The Supplier may modify the Service without prior notice to the Customer. The supplier may appoint Resellers to perform parts of its duties as defined in the Appendix 3.

User Support

Supplier shall provide user support to Customers using online support portal, accessible through browser. Access to support via any other support channel is at sole discretion of the Supplier, and its availability and response times may be limited. Supplier discontinues email support on 30th September, 2020.

Only the Customer's defined Users may contact the Supplier's user support. The purpose of the Supplier's user support is to solve errors and problematic situations. Any use of the user support by the Customer exceeding the agreed content of such support service shall be charged by the Supplier.

Limitations of User Support for Plug-ins and associated files and data

The Supplier provides no warranty related to the Plug-ins or their functionality or compatibility with the Service. The Supplier does not provide the Customer with Plug-in related technical support, unless specifically agreed. The Supplier does not provide support for any data used with Plug-ins.

Maintenance and errors

The maintenance of the Service will be performed during times when the disruption is seemingly minimal. Errors and malfunctions will be repaired during standard office hours. Repair activities will be initiated without delay after the occurrence of the error. In the event the Customer reports to the Supplier error of the Service, which was caused by the Customer's faulty equipment or software, the Customer pays the Supplier costs related to the incident.

Supplier responsibilities for test or demonstration use

The Supplier has no responsibilities related to the Service and no support or warranties are given, when the Service is used for test or demonstration purposes. Such use of the Service does not give the Customer or the User any rights related to the Service.

Supplier responsibilities for free use

The Supplier has no responsibilities related to the Service and no support or warranties are given, when the Service is used without payment. Such free use of the Service does not give the Customer or the User any rights related to the Service. For such Service, the Supplier may modify or discontinue or otherwise change the Service or its availability at any time without an advance notice.

8. Availability of additional services

Development services

The Supplier and the Customer may agree that the Service will be further developed to suit the needs of the Customer. The Supplier is responsible for the development and the Customer pays the agreed costs. All copyrights, intellectual property rights and other rights of such development belong to the Supplier and the Customer will be granted a license as defined in the development agreement.

Training, consulting and additional support services

The Supplier may offer training, consulting and additional support services to the Customer. The content and prices of such services are presented in the Supplier's price list, online store or via quote.

Third party verification services

The Supplier may offer the Customer third party verification services for calculation results achieved with the Service. Such services may be performed by independent third parties or the Supplier. In all cases the Customer is solely responsible for the information being in compliance with the sought verification, and the Customer accepts that any third party verifier has the right to withhold a positive outcome of verification if the delivered information does not fulfil the verification criteria. In addition, defects in the verified information may increase the verification fees to reflect the amount of necessary resubmissions.

Publishing services

The Supplier may offer the Customer publishing services, including for Environmental Product Declarations. Such services may be performed by independent third parties or the Supplier, and priced based on quote or then current list prices. The Customer accepts that the Supplier as well as any third party performing the publishing service is free to choose what data and results they publish. In case of rejection of publishing request, the Customer shall be notified of the decision, and in case the decision is remediable, the required changes shall be communicated.

9. License definitions, prices and change of Terms

Allowed use

Service is licensed by the Supplier on basis of allowed use, set of functionality, data and support services. License for specific use does not allow for any other use of Service, even if such were technically possible.

Definition for the license metrics

Named users licenses are for natural persons and user accounts may not be shared. Customer is able to reappoint the named users annually, or in case of their departure. In case of changes to the named users, training the new users is required. All licenses, unless otherwise stated, are for named users.

Concurrent (floating) licenses allow one license to be used by different individuals taking turns. The number of licenses determines maximum number of users who can use the Service at the same time.

Projects are distinct building construction projects, to be understood as individual and physically separate buildings (not as apartments). Multi-use buildings when consisting of a physically same building are considered as one project. Project definition for buildings does not extend to civil engineering works.

Product-level calculations, including for reporting Environmental Product Declarations, are defined either as individual products or groups of products for which environmental calculations are performed. One product-level calculation shall always be a created and published or submitted set of calculation results.

Fair use policy

Discontinuing any modules or functionality of the Service will also cease access to the modules and functionality, as well as any calculations created using those modules and functionality. Any calculations created using modules providing unlimited calculations shall no longer be accessible after the module(s) providing unlimited calculations is discontinued.

For any calculations where the licensing basis of the modules or functionality of the Service is based or depends on the number of calculations or published results, the Supplier has the right to enforce, restrict or otherwise technically control the number of calculations or published results created using the Service.

Supplier is entitled to set up additional security mechanisms to any access rights by the User and the Customer when suspected unauthorized use is detected on the account of the User or the Customer.

Prices and invoicing

The Supplier charges a license fee for the Use of Service in accordance with the price list or a separately agreed price. Licenses are invoiced in advance for a 12 month period. The payment term is 14 days past the date of invoice. The Customer is solely responsible for any transaction costs (e.g. bank charges) or duties. Any services are charged according to the current price list of the Supplier or the price defined in the offer of the Supplier. All prices will be added with the relevant Value Add Tax/Sales Tax, if applicable.

Ongoing subscriptions renew automatically and renewals are invoiced up to three months before their renewal date, unless cancelled in writing by the required cancellation date.

Price changes

Any change in price shall be notified to the Customer one (1) month prior to such change on the web site of the Service. The changes shall not affect prices already invoiced to the Customer. In the event the extent of the use of Service increases more than ten per cent from level defined at the time of delivery, the Supplier maintains the right to increase the prices of the Customer accordingly.

Change of the Terms

The Supplier may change these Terms by giving the Customer notification on the web site of the Service one (1) month prior to the effective date of change. In the event the new terms will materially change or deteriorate the situation of the Customer, the Customer may terminate its use of the Service and receive a refund for the paid fees covering the time period after such termination.

Provisions for delayed payments

Payments are required on the date stipulated in the invoice in full. Late payment interest rate is 15 %, and late payment reminder fee 10 euros per reminder. Any late payment fees may be, at Supplier's discretion, deducted from the Service validity period. In case of late payment, Supplier may suspend the use of the Service, and charge a reopening fee from the Customer for Service reactivation. Service suspension due to unpaid fees does not extend the validity period of a license.

Supplier may transfer any unpaid fees to a collection agency. Customer shall pay all costs and expenses, including reasonable collection costs and/or attorney's fees of 25% of the outstanding balance placed for collection, incurred by Supplier in enforcing its rights under this agreement. Supplier may, at its option, start legal enforcement of its rights under this agreement in district court of Helsinki, Finland.

10. Validity and termination

This Agreement is valid for an unlimited time period and renews automatically. The Customer may terminate its license and obligations arising out of the license in connection with this Agreement by giving the Supplier a written three (3) months' notice; however, this notice shall not be given earlier than the initial twelve (12) months after the Service activation and not before the end of an on-going invoicing period. The Supplier may terminate this Agreement by giving the Customer a written twelve (12) months' notice. If the Customer gives notice later than 3 months before the next invoicing period, the notice takes effect at the end of the next period and the Customer shall pay the fees for the period in full.

In the event the Customer breaches this Agreement and does not correct the breach within thirty (30) days after the written notice of the Supplier, the Supplier maintains the right to terminate this Agreement with immediate effect. In the event the Supplier breaches this Agreement and will not correct the breach within thirty (30) days after the written notice of the Customer, the Customer maintains the right to

terminate this Agreement with immediate effect. The Supplier has the right to assign this Agreement and related Service and Customer Information by giving the Customer a thirty (30) days' prior notice.

11. Intellectual property rights, warranty and liability

The rights to the Service

All copyrights, other intellectual property rights and other rights to the Service and its functionalities, applications, plans and improvement suggestions belong exclusively to the Supplier, its subcontractors or other third parties. The Customer has a limited license right valid for a designated time period.

In the event the use of the software of the Service will infringe on intellectual property rights of any third party, the Supplier has the right to obtain at its own cost sufficient license rights, replace the infringing third party software or otherwise change the Service or products of the Supplier to avoid infringement.

Warranty

Supplier warrants to the Customer that 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 Supplier has and will maintain the right and authority to grant Customer the rights granted in separate agreement. This warranty does not extend to any use following notification of possible infringement, use of Service with any other software or data not provided by the Supplier, or for use violating the Terms or agreement.

The Supplier has the responsibility that all tasks related to the performance of the Service, such as updates, user support, back-up copies, are performed professionally and in accordance with these Terms. The data of the Service is stored on servers and back-up servers. The servers are in safe data centers. Detailed Service Level Agreements are available subject to a separate agreement.

Limitation of liability

By their nature, forward-looking environmental and cost projections are inexact. Available cost and environmental impact information may not represent the actually realizing figures e.g. due to method of installation or different than foreseen type of use. Supplier does not warrant accuracy of such projections or calculations, even in case where the data has been verified.

The Supplier is not responsible for any loss of profits, special, indirect, consequential or incidental damages, even if it has been advised of the possibility of such damages. Supplier is not responsible for internet connection failures. The Supplier is not responsible for any disadvantages caused by incorrect or erroneous information provided by the Customer, or the Service not fulfilling the Customer's needs.

The Supplier is liable only for the direct damages of the Customer caused by the breach of this Agreement by the Supplier. The Supplier's aggregate liability in all cases is limited to the amount of six (6) months Service license fees or for project licenses, half of the value of the respective project license.

12. Force majeure

The Supplier holds no responsibility for the late delivery or other delivery problems of the Service, in the event they are caused by reasons beyond the Supplier's or Supplier's subcontractor's control, such as war, import or export restrictions, strike, government decisions, general transport failures, severe electricity, technical infrastructure failures or any other similar reasons.

13. Applicable law and disputes

The laws of Finland apply to this Agreement to the exclusion of any other jurisdiction. Any disputes concerning these Terms or the Service shall be settled by the district court (käräjäoikeus) of Helsinki. Customer recognizes that Supplier is delivering Service in Finland under this Agreement and Customer submits to and agrees to be bound exclusively by the jurisdiction of district court of Helsinki.

APPENDIX 1: ADDITIONAL TERMS FOR EDUCATIONAL LICENSES

The Supplier may offer Educational Customers (a registered university or polytechnic institute accredited for degree education in their respective country) non-standard license rights to the Service for its students for coursework purposes. The Supplier reserves the right not to offer these terms to any Educational Customer. Such Educational Customer shall be the Supplier's Customer as defined above.

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

A degree pursuing student who is User of the Service is referred to as "Student User". The Student Users are full time students who are pursuing a BSc, MSc or a comparable degree in an Educational Customer facility requiring the use of the Service as part of their degree studies or final thesis project. Students pursuing a PhD degree or comparable post-graduate degree are not Student Users. They may apply for a Research License discount instead.

The following additional restrictions apply to all Student Users and all use of the Service with Educational Licenses:

1. The Student User registers their User account with the email address of the Educational Customer.
2. The Student User has no contractual right to use any support services of the Supplier. However, the Student User may use the Supplier's educational materials, and Suppliers support services may be offered at convenience of Supplier. 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.
3. The Educational Customer and Student User does not have the right to use the Service for commercial or research and development projects, including thesis projects which have an external sponsor, without prior and 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 from the Supplier.
4. The Supplier gives no warranty for the Service for Student Users and has no responsibility of any use of the Service by the Student User.

APPENDIX 2: ADDITIONAL TERMS FOR STUDENT LICENSES

Supplier may offer specific Student Licenses for independent, degree pursuing undergraduate Student Users who fulfill the above requirements for Student Users. Student Users may apply for a Student License directly for final year thesis project or comparable undertaking subject to meeting following conditions.

1. Free seats on open online trainings. Student Users may register to free open enrollment free online trainings, others than customer specific trainings of the Supplier, for free.
2. Academic integrity. You are responsible for your conclusions and for presenting correct facts. We want to ensure that only factual evidence is published, and we offer free support and fact-checking services before publication to ensure that all facts published are correct.
3. If the use of the student license results into a thesis project, we request a copy of the thesis to be sent to support@bionova.fi.
4. References to One Click LCA and Supplier. You must refer to One Click LCA as "One Click LCA", and to the Supplier as "Bionova Ltd".
5. Clarity on the Service levels. One Click LCA has several license levels with different functionality. When you make statements about One Click LCA, you must make clear you are making them based on the student version. For example, "One Click LCA student version provides/does not provide...". There are no student version options for all Services enabled by One Click LCA platform.
6. Student licenses are valid for 12 months from activation of the license.

APPENDIX 3: RESELLERS ADDITIONAL RIGHTS AND OBLIGATIONS

This appendix only applies to purchases of the Service through an appointed and authorized Reseller.

The Supplier may authorize Resellers to perform part of its tasks, including sales, marketing and Support and training services. Such Reseller is always appointed by the Supplier in writing with specific authority.

The Supplier has also unlimited right to not to activate licenses or to freeze licenses sold via the Reseller, in case the Reseller or the Customer do not fulfill set requirements, including completing orders and paying invoices on time.

The Reseller has the right to market and sell the Service in a specified geographic territory and perform other tasks designated by the Supplier. The Reseller is an independent trader and nothing contained in these terms shall make the Reseller an employee, agent or agency of the Supplier.

The Reseller shall comply with the obligations concerning the Customer and the User as defined in these Terms (articles 3. and 4.). In addition, the Reseller shall comply with articles 7., 11., and other applicable obligations related to the Supplier's responsibilities.

The Reseller may market and sell the Service in a defined geographic territory in accordance with the terms of the Reseller Agreement agreed upon between the Reseller and the Supplier. The Reseller may provide support and additional services to the Customers. The Reseller is an independent trader. The Reseller may use Customer Information only for support purposes and for such services that are agreed to by the Customer, in writing.

The Reseller has an obligation to use only the Supplier's Trademarks, unless otherwise agreed upon, in writing, between the Supplier and the Reseller. The Reseller may not acquire any rights to the Supplier's Trademarks or any other intellectual property rights of the Supplier. The Reseller may not attempt to register any intellectual property such as internet domains using Supplier's Trademarks or similar names.

APPENDIX 4: CUSTOMER USERS' PERSONAL DATA PROCESSING

This Appendix outlines how Personal Data of Customer Users is processed by the Supplier as Data Controller. This Appendix does not need to be separately signed, as it forms part of all contracts.

Preamble

The Supplier is directly acting as the Data Controller in the sense of the GDPR and assumes those responsibilities towards Users. Users may have access to Service provided by one or several Customers. The Users access rights to the Service may be provided to the User by several different Customers for different purposes. The Customers providing the User the access rights may include the Users employer and other parties, including as sponsored services, where the Service costs are borne by third parties.

Access to all Services contracted by different Customers is connected to the User account comprising of the Users email address. Therefore, 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.

As such, Customer and Supplier do not execute Data Processing Agreement between each other as they do not engage with each other in roles of Data Controller and Data Processor, respectively.

Customer Users means 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 have joined Customer organization in the Service, or use licenses provided by the Customer.

Personal Data of Customer Users means Personal Data available to Supplier relating to Customer Users.

Processing of Personal Data

The Customer agrees that the Supplier processes Personal Data of Customer Users for delivery of 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 the Privacy policy and Personal Data processing terms set out in the General Web Service Terms. Supplier's Data subprocessors are defined in the General Web Service Terms. Supplier retains the freedom to change the Data subprocessors without advance notice by updating its Terms.

Data subject rights

The Users own their Personal Data and these Terms do not limit Users statutory rights in any manner. The Customer may not request for access to the Personal Data of Customer Users, nor limit any data subject from exercising statutory rights to their Personal Data.

Access rights control by the Customer

The Customer may request to change the main user or users of the Service, who in turn can directly control access rights of other Users of the Service for the licenses procured by the Customer. The Customer may request to freeze User accounts by notifying the Supplier. The Supplier is entitled to inspect such User accounts to ascertain if they belong to the Customer organization prior freezing them, and in case this is not the case, the Supplier shall not freeze the account (for example in case of a third party consultant using their primary business email). In such case, the Customer shall be able to limit the access rights of the said Users to their data and calculations in the Service directly.

Additional Customer Information measures by the Supplier

To protect Customer Information, the Supplier may also automatically freeze User accounts of Users who no longer can access their email accounts to which their access rights to the Service are connected to.

The Supplier may also instate a mandatory two factor authentication to any User accounts which the Supplier suspects to have been compromised or to be accessed by several different persons. Failure to successfully complete two-factor authentication results to temporary freeze of the User account until the User is able to apply the two-factor authentication.

Access to frozen User accounts

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.

Security measures undertaken by the Supplier

Supplier shall take reasonable steps to ensure the reliability of employees, agents or contractors who have access to the Personal Data. This access shall be provided to the extent the delivery of Service requires, and be required to comply with the GDPR and applicable regulations.

Supplier shall ensure that all employees, agents or contractors are subject to confidentiality undertakings or professional or statutory obligations of confidentiality to protect Personal Data.

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 take into account 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.

Personal Data Breaches

Supplier shall notify Users without undue delay upon Supplier becoming aware of a breach affecting Users Personal Data. Supplier shall investigate, mitigate and attempt to remedy such breaches deploying resources appropriate for the gravity of the breach.

In addition, Supplier shall notify Customer without undue delay upon Supplier becoming aware of a breach affecting Personal Data of Customer Users. Supplier shall furthermore notify Customer of outcomes of any investigation, mitigation and remediation efforts undertaken as a consequence.

Audits

Supplier shall make available to the Customer on request the information necessary to demonstrate compliance with GDPR and Suppliers data protection system and processes, and shall allow for audits, including inspections, by the Customer or an auditor mandated by the Customer. Customer shall bear the costs of any such audits, including the reasonable cost of supporting inspections by the Supplier.

Data transfer

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. To achieve this, the Supplier shall rely on EU approved standard contractual clauses for the transfer of personal data.

Applicable law and disputes

The laws of Finland apply to this appendix to the exclusion of any other jurisdiction. Any disputes concerning this Appendix, these Terms or the Service shall be settled by the district court (käräjäoikeus) of Helsinki. Customer submits to and agrees to be bound exclusively by the jurisdiction of district court of Helsinki.