

ONE CLICK LCA GENERAL SERVICE TERMS– 1 JANUARY 2024

These Terms govern all use of Supplier’s Services for all use and replace all previous Terms from 1 January 2024.

DEFINITIONS

Agreement	Agreement between the Supplier and the Customer for purchase and delivery of Service or Support Services that is governed by these Terms.
Affiliate	Any legal entity directly or indirectly owned or controlled by a Party for so long as such ownership or control lasts.
Concurrent License	Concurrent license allowing one license to be used by different Users taking turns, each with their own user account. Each Concurrent License allows up to five (5) user accounts to be connected, and one of them can use the license a time. The number of Concurrent Licenses sets the maximum number of Users who can use the Service at the same time. Limitation of five user accounts is not applied to licenses purchased by 31 Dec 2023.
Customer	An organisation, entity or person which purchases rights to the Service from the Supplier.
Customer Information	Non-public information provided by the Users into the Service describing the Customer’s projects, activities, and performance related data.
Enterprise Agreement	A global enterprise agreement, covering all businesses of large organisation, which allows broader access to products, technology, and data. Specific set of terms for these apply.
EPD	Environmental Product Declaration, a third-party verified environmental report.
EPD Publishing	The Supplier may offer EPD verification and publishing services with content and prices set out in the valid service price lists. Additional terms of the Appendix III apply to these.
Named User License	License for a single natural person as a User with a user account which cannot be shared. The Customer can reappoint the named users once a year, or if they depart from the organization. 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 for data transmission and calculation. A Plug-in may be One Click LCA provided or third-party software.
Reseller	An independent contractor that is Reseller of the Supplier authorized to professionally distribute the Service on such terms and conditions as agreed upon with the Supplier.
Service	Software as a Service provided by the Supplier to calculate sustainability metrics. The Service is available online or via Plug-ins or API. The Service is delivered on “as is” basis. The Service includes optional add-on modules and databases and EPD Publishing services.
Subscription Term	Unless otherwise set out in the Agreement, the Service is delivered for a one-year Subscription Term, and it renews automatically for another year unless cancelled as per these Terms.
Supplier	One Click LCA Ltd, Suvilahdenkatu 10 B, 00500 Helsinki, FINLAND, a company registered in Finland with company registration and tax number FI17391546.
Support Services	The Supplier may offer consulting and support services to the Customer. Their content and prices are provided in the Supplier’s Offer. Additional terms of Appendix IV apply to these, and for services related to EPD verification & publishing, also those of Appendix III.
Terms	These General Service Terms, including appendices and referenced terms, as amended. The last version of Terms can be always accessed at https://www.oneclicklca.com/service-terms/ .
User	Anyone who uses or accesses the Service provided to the Customer. The Customer will enforce the Users accessing the Service on their behalf to comply with these Terms, and the Customer agrees they are responsible for Users’ use of any Service.

1. SUBSCRIPTION AND DELIVERY OF THE SERVICE

- 1.1. The Supplier's Offer to the Customer can be accepted by signing a valid Offer, or by buying via an Authorised Reseller, or by buying the Service or Support Services product from the e-commerce platform of the Supplier. Supplier may also accept orders confirmed by email. The Agreement between the Supplier and the Customer becomes valid on acceptance.
- 1.2. By placing your order, 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 Service delivery to the Customer starts when the Agreement is entered into (when order is received). The Service is delivered by activating the Service or by sending license keys to the Customer via email.

2. SUBSCRIPTION TERM FOR THE SERVICE

- 2.1. Unless a longer minimum Subscription Term is set in the Offer, the Service is purchased and delivered for a one-year initial Subscription Term. The Service renewal date is adjusted to the first day of the month of the subscription anniversary. The first Subscription Term price is pro-rated to the duration.
- 2.2. The Subscription Term for the Service renews automatically for one year on each renewal date. This Agreement is valid for the initial Subscription Term and all subsequent Subscription Terms.
- 2.3. The Customer may cancel or downgrade the ordered Service by giving the Supplier a written notice as set out below. The cancellation or downgrade can never enter into force before the end of an agreed minimum Subscription Term or during the ongoing Subscription Term.
- 2.4. If the notice is given at least three months before the next renewal date, the cancellation or downgrade enters into force on the next renewal date. Otherwise, the Service renews for one more Subscription Term for which Service fees are due in full, and the Service ends after the duration of the renewed Subscription Term. However, in any circumstances, the Service is always delivered and payable for the full minimum Subscription Term.
- 2.5. THE SUPPLIER MAY TERMINATE THIS AGREEMENT WITH A WRITTEN TWELVE (12) MONTHS' NOTICE. THE SUPPLIER MAY DISCONTINUE INDIVIDUAL PRODUCTS OR DATA WITH A WRITTEN SIX (6) MONTHS' NOTICE, OR SHORTER IF RELATED TO EXPIRATION OF A REQUIRED CERTIFICATION, APPROVAL OR LICENSE. IN SUCH A CASE, THE SUPPLIER SHALL 1) REPLACE THE AFFECTED PRODUCTS OR DATA WITH THE NEAREST MATCHING CONTINUED PRODUCTS, WITH FEES FOR REPLACEMENT PRODUCTS OR DATA APPLYING FROM THE NEXT SUBSCRIPTION TERM FOLLOWING THE NOTICE, OR AT ITS OPTION 2) REFUND PORTION OF THE FEE THAT REMAINS UNUSED AFTER DISCONTINUATION.

3. THE OWNERSHIP OF AND ACCESS TO CUSTOMER INFORMATION

- 3.1. The Customer Information is owned by the Customer. The Supplier and its subcontractors are granted a free and permanent right to use the Customer Information for performance of the Service and Support. The Customer warrants that it has full legal rights to utilize, share and distribute Customer Information.
- 3.2. The Supplier may freely and permanently use the Customer Information and any derivative and analysis information for benchmarking and statistical purposes, development of the Service, and quality improvement tasks. The Supplier may publish and deliver anonymous statistics to third parties.
- 3.3. The Supplier shall protect the Customer information and ensure that the personnel and subcontractors of the Supplier are bound to privacy and confidentiality in relation to the Customer Information.
- 3.4. The Customer or the User may be offered a possibility to use a third-party paid Service, for example to use the Service as a supplier to the third party as part of an assignment. 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 any third-party provided Service.
- 3.5. The Supplier is granted the right and license to present in its marketing and demonstration materials the name of the Customer, the logo of the Customer and type of Service used by the Customer.

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 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 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.
- 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. None of the software code or information included in the Service may be copied, reproduced, or extracted. All technical analysis, reverse engineering, hacking, or overloading the Service are strictly prohibited.
- 4.5. The User is responsible for infringements of these Terms committed using their user account: In case the Service is used in violation of the license or Terms, the User of the user account is liable for all direct and indirect damages caused to Supplier. Any concerned account may be disabled by the Supplier.

5. CUSTOMERS'S RIGHTS OF USE

- 5.1. The Customer may use the Service and customer support during the Subscription Term according to the functionality and quantity of the Service purchased, in accordance with these Terms.
- 5.2. The Customer's appointed representative has the main user rights. The Customer may 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 licenses and projects for any Users.
- 5.3. The Customer can delete or extract their Customer Information from the Service using its functionality.
- 5.4. Customer's main user can revoke unneeded usage rights and assign rights to new Customer Users.

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

- 6.1. The Customer and Customer Users are required to comply with the Terms & instructions of the Supplier.
- 6.2. The Customer must pay the fees of the purchased Service and any Support Services on time.
- 6.3. The Customer is responsible for acquiring necessary hardware, software, telecommunications, and related support services to be able to use the Service. The Supplier has no responsibility for the interoperability of the Customer's technical infrastructure with the Service.
- 6.4. The Customer must supply its current contact information to the Supplier.
- 6.5. Prohibition of resale of the Service and supplying Service to third parties: The Customer or User do not have the right to resell or supply the Service or part thereof to third parties, unless expressly granted. Where appropriate licenses are purchased, the Customer can supply the Service to authorized affiliates.
- 6.6. The Customer has an obligation to monitor and ensure that all the Customer's Users comply with these Terms and carry out their obligations. The Customer is responsible for ensuring that their Users keep their account credentials confidential. The Customer has full responsibility of all use of the Service of the Customer's Users, subcontractors, and other third-party associates as for its own.
- 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.

7. SUPPLIER RESPONSIBILITY, SUPPORT AND MAINTENANCE

- 7.1. The Supplier will provide the Customer access to all data, software and documentation updates, bug fixes, and patches that are included in the purchased Service according to the content of the Service.
- 7.2. The Supplier may modify the Service without prior notice to the Customer. Customers receive information on Service updates via release notes, notices in the Service or Customer Help Centre.
- 7.3. Customer Support: The Supplier shall provide support to Users using the online Customer Help Centre at <https://oneclicklca.zendesk.com/hc/en-us/>. Other support channels are at sole discretion of the Supplier. Only Customer’s Users who have rights to valid Service may use the support. The purpose of the support is to solve errors and problem situations. The Supplier is entitled to charge for extra support at set rates.
- 7.4. No Support is provided for Plug-ins and associated files and data: The Plug-Ins are provided strictly on a “as is” basis. The Supplier provides no warranty of any kind for Plug-ins or their functionality or compatibility with the Service. The Supplier does not provide Plug-in or data related technical support.
- 7.5. Maintenance and errors: The maintenance of the Service will be performed during times when Supplier estimates the disruption to be the lowest. Errors and malfunctions repair work happens during Business hours. Repair activities to major defects will be initiated without delay after identification of the defect. The Supplier has no obligation to fix defects related to interoperability with other equipment or software.
- 7.6. The Customer may request the Supplier to integrate environmental information into the Service. The Supplier reserves the right to reject any such requests. The Customer represents and warrants that it is authorized to provide such environmental information 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.
- 7.7. 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.
- 7.8. The Supplier stores and processes Personal Data as set out in Appendices I and II.
- 7.9. 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.
- 7.10. The Supplier will use its best efforts to deliver the Service with the service levels set below. These levels are not contractual and contractual service levels are available only on a separate agreement. The Supplier shall update monthly availability and support first response average times in its Help Centre.
- 7.11. The Supplier may offer free, educational, trial or beta versions (free tools) in the Service. Where the purpose of use is trial, beta or evaluation, it shall expressly prohibit all commercial use. The Supplier makes no commitments and gives no warranties on free tools, which the Customer and the User expressly agree to. Supplier reserves the right, without prior notice, to end the access to any free tools at any time.

Availability	Targeted availability is > 99 % in Business hours, measured externally monthly. Availability log (on a 24h/7d basis) can be found at oneclicklca.zendesk.com/hc/en-us/articles/8644699003932-Monthly-Service-Level-Report .
Backups	Backups are bi-hourly and stored up to 60 days. After a week, only one per day retained.
Business hours	Mondays to Fridays 09:00 to 17:00 Finnish time (UTC+2 / Eastern European Time or UTC+3 / Eastern European Summer time), excluding national bank holidays for Finland .
Incidents	Details of known major incidents can be found on https://oneclicklca.zendesk.com/hc/en-us/sections/360004329740-Service-Notifications , which is updated as relevant.
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.
Service hours	Service can be accessed 24/7 with targeted availability, except for planned maintenance.
Support	Targeted first response is 90 % within 24 hours, counting Service hours monthly.

8. SUPPLIER’S RIGHT TO TAKE PREVENTIVE AND PROTECTIVE MEASURES

- 8.1. The 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,

- including mandatory two factor authentication. Failure to complete two-factor authentication results in a temporary freeze of the User account until the User is able to complete the two-factor authentication.
- 8.2. The Supplier may suspend access to the Service and delete Customer Information without prior notice if the Customer Information contains illegal or inappropriate data as evaluated by the Supplier.
 - 8.3. The Supplier has the right to block any Customer or User from accessing the Service without prior notice if the Supplier has reasonable grounds to suspect that the Customer or User is in breach of these Terms, is using the Service for unallowed purposes or in an unallowed manner, the Customer has not paid Service fees in time, or their use of the Service is otherwise endangering the overall production of the Service.
 - 8.4. The Supplier is authorized to inactivate (freeze) any user account of any User for which the business email address is not reachable or up to date, or which has not been used for a period of one year.
 - 8.5. Suspension for reasons given above does not incur any liability or extend the Service Subscription Term.
 - 8.6. The Supplier may track the IP addresses and the use of the Service to protect User accounts and Customer data, and to investigate and enforce violations of this Agreement and to improve the Service.
 - 8.7. 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) seek damages as a result of the violation of the Agreement and d) report the abuse to the law enforcement authorities.

9. LICENSE DEFINITIONS AND TERMS

- 9.1. The Service is licensed by the Supplier on basis of allowed use, quantities, functionality, data and support services for Named Users or Concurrent Licenses. License for specific use does not allow for any other use of Service, even if such were technically possible.
- 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 licenses of the Service.
- 9.3. The Service does not include any compatible software; the Customer is responsible for procuring those.
- 9.4. Add-on modules of the Service, including Plugins and databases, may require accepting additional terms. To use any such add-on modules, the Customer must accept such additional terms.
- 9.5. If the Customer is using any ecoinvent data in the Service, their use of the ecoinvent data is governed by the ecoinvent end user license terms as published at <https://www.oneclicklca.com/eula-ecoinvent/>.
- 9.6. For Customers of the EPD Generator Service, the Supplier supports several product categories and product templates. The Customer chooses their product categories in connection with their order. The Customer gets access to the specified EPD templates within their product categories to speed up generation of EPDs using the Service. The product categories and templates supported can be found at <https://oneclicklca.zendesk.com/hc/en-us/articles/6697333636124>. The list may be updated at any time.
- 9.7. For Customers of the EPD Generator Service, the Customer gets access to the product templates and data lists for the specified product categories, only to the extent of included datasets, unless additional data is purchased. Defined license levels may be required for using several product categories, and product categories defined on the linked page above, require additional data or extended support.
- 9.8. Where the licensing basis of the Service is based or depends on the number of calculations or published results, the Supplier has the right to restrict the number of calculations allowed within the Service.
- 9.9. Projects are distinct building projects and are to be understood as individual and physically separate buildings (not as apartments). When consisting of one physically connected building, buildings are considered as one project. The project definition for buildings does not extend to civil engineering works.
- 9.10. Product-level calculations, including EPDs, are defined as products or groups of products for which environmental calculations are done. One calculation shall always be one set of calculation results.
- 9.11. 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.
- 9.12. The Supplier may from time to time offer the Service for non-commercial research and educational purposes with non-standard fees and conditions.

10. PRICES, PAYMENT AND INVOICING

- 10.1. The Supplier charges for the Service in accordance with the valid list prices or Agreement. The Supplier sends invoices as emailed PDF invoices, or via an e-invoicing system or an e-commerce platform.
- 10.2. Licenses to Service are invoiced in advance for each Subscription Term. The fees are non-refundable.
- 10.3. The payment term is 14 days from the date of the invoice. Payments are required by the due date in full. Late payment interest rate is 15 %, and overdue invoice reminder fee is 20 EUR per reminder. The Customer is solely responsible for all banking and currency exchange costs, taxes and duties, and other payment costs. The relevant Withholding Tax/Value Add Tax/Sales Tax will be added, if applicable.
- 10.4. If the Customer disagrees with an invoice, they must dispute the invoice to the Supplier with a written notice and grounds of the dispute within 10 days of the date of the invoice. Invoices not disputed on time are considered accepted. The Customer shall pay the undisputed amounts by the due date.
- 10.5. Reseller: Where Service is purchased from an authorized Reseller, the Service fees are collected by the Reseller. The Supplier has the right not to deliver or to freeze Service sold via the Reseller, in case the Reseller or the Customer do not fulfil their obligations, including paying for Services.
- 10.6. Collection: The Supplier may transfer any overdue invoices to an authorized collection agency. The 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 these Terms. Supplier may, at its discretion, start legal enforcement of its rights under these Terms.
- 10.7. The Supplier has the right, at its sole discretion, to require a full prepayment before delivery.
- 10.8. The Customer shall inform the Supplier of invoicing detail updates to invoices@oneclicklca.com.
- 10.9. Upgrades and downgrades during the Subscription Term: In case of downgrades, the new rates shall apply from the next applicable Subscription Term as set out in Section 2. In case of upgrades, the upgrade is activated immediately, and Customer is charged a pro-rated amount for the increased fee and number of days to renewal and will be charged the full rate for the next Subscription Term.
- 10.10. Any change in prices shall be notified to the Customer one (1) month prior to such change taking effect by writing to the contact person of the Customer has provided to the Supplier. Changes shall not affect prices already invoiced to the Customer for the ongoing Subscription Term.
- 10.11. In the event the extent of the use of Service increases from the quantities defined in Agreement, the Supplier has the right to increase the quantities and apply the Supplier's list prices for the Customer.
- 10.12. Supplier may, at any point in time (but not more frequently than once in any calendar year), increase the prices without an advance notification by the greater of: a) the percentage increase in Finnish Consumer Price Index since the previous increase of the prices under the Agreement (or where there has been no prior increase, since the start of the Agreement) or b) five (5) per cent.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. All copyright, title, other intellectual property rights and other rights to the Service and its functionalities, trademarks, databases, support materials, applications, plans, improvement suggestions and developments of the Service belong exclusively to the Supplier, its suppliers or other third parties.
- 11.2. The Customer and User are responsible for the content and information the Customer and their Users input to the Service, including they have the required intellectual property rights for that information.
- 11.3. All database extraction, copying, and reproduction is strictly 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 and a material breach of the Agreement. Any and all generation of derivative data or selection of existing service data for the purposes of creating a database to be used outside of the Service is strictly prohibited. IN CASE OF A BREACH BY CUSTOMER OR USER OF THIS PROVISION, THE SUPPLIER IS ENTITLED TO A CONTRACTUAL PENALTY OF EUR100,000. CLAIM AND PAYMENT OF THE PENALTY DOES NOT PREVENT THE SUPPLIER STARTING LEGAL PROCEEDINGS FOR ANY ADDITIONAL CLAIMS FOR DAMAGES.
- 11.4. In the event that the Service infringes on intellectual property rights of any third party, the Supplier has the right to obtain, at its own cost, the license rights, replace the infringing third-party software or otherwise change the Service or Consulting Service to avoid infringement.

- 11.5. The Customer and User agree that they shall not seek to register trademarks, trade names or symbols of the Supplier or trademarks that conflict with or may be confused with the trademarks of the Supplier.
- 11.6. The Customer or User may provide Supplier Feedback on their suggestions for the Service. In such case, the Supplier receives a perpetual, irrevocable, royalty-free and worldwide right to use the Feedback.
- 11.7. The Supplier and the Customer may agree to perform Modifications to the Service to suit the needs of the Customer. The Supplier is responsible for the Modifications and the Customer pays the agreed costs. All copyrights, intellectual property rights and other rights of such Modifications belong exclusively to the Supplier; the Customer will be granted a license to use them as agreed.

12. WARRANTY AND LIMITATION OF LIABILITY

- 12.1. The Supplier warrants that the Supplier is the sole owner and holder of or has and will maintain sufficient rights and interests in, all intellectual property rights in the Service, and that the Supplier has and will maintain the right and authority to grant the Customer the rights defined in this Agreement. This warranty does not extend to any use following notification of possible infringement, use of Service with any other software or data not provided by the Supplier, or for use violating the Terms or agreement.
- 12.2. The Supplier warrants that it is not subject to sanctions or designated on any list of prohibited or restricted parties and complies with applicable import, sanctions, and export control laws.
- 12.3. The Customer acknowledges that use of Service grants them access to the proprietary information, intellectual property and databases of the Supplier. The Customer agrees they shall refrain, during their Subscription Term and for one year thereafter, from developing (or having developed for them or from aiding, abetting or supporting the development) of any software or services which compete with the Service. The Customer agrees they shall refrain perpetually from using information, intellectual property or databases available of the Supplier or those generated as derivative data using the Service in the development of any software or services which compete with Service. IN CASE OF BREACH OF THIS SECTION, THE SUPPLIER IS ENTITLED TO A CONTRACTUAL PENALTY OF EUR100,000 PER BREACH AND EUR30,000 PER MONTH THE BREACH CONTINUES AFTER NOTICE, IN ADDITION TO AWARDED DAMAGES.
- 12.4. By their nature, sustainability assessments are inexact. Available cost and environmental impact information may not represent the realized figures. The Supplier does not warrant accuracy of such calculations, even in case where the data and the Service have been verified.
- 12.5. Downgrading the Service order by the Customer may cause loss of content, features, or capacity of the Service. The Supplier does not accept any liability for such a loss or damages caused by such a loss.
- 12.6. THE SUPPLIER IS NOT RESPONSIBLE FOR ANY LOSS OF PROFITS, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SUPPLIER IS NOT RESPONSIBLE FOR INTERNET CONNECTION FAILURES. THE SUPPLIER IS NOT RESPONSIBLE FOR ANY DISADVANTAGES CAUSED BY INCORRECT OR ERRONEOUS INFORMATION PROVIDED BY THE CUSTOMER, OR THE SERVICE NOT FULFILLING THE CUSTOMER'S NEEDS.
- 12.7. The Customer is responsible for ensuring that any use of the Service with rights provided by the Customer shall not infringe these Terms, including for unallowed use and user account sharing. In case of infringement, the Customer is liable to pay the Supplier for the full value of the excess usage of the Service and any extracted, copied, or reproduced data, on the then current list prices of the applicable Service, in addition of any damages and penalties and ensuring that the infringement immediately ceases.
- 12.8. THE SUPPLIER IS LIABLE ONLY FOR THE DIRECT DAMAGES OF THE CUSTOMER CAUSED BY THE BREACH OF THIS AGREEMENT BY THE SUPPLIER. THE SUPPLIER'S AGGREGATE LIABILITY IN ALL CASES IS LIMITED TO THE AMOUNT OF SIX MONTHS SERVICE FEES.
- 12.9. The Supplier has no liability and gives no warranties for free of charge, demonstration, or test use of the Service. Such use does not give the Customer or the User any rights related to the Service.
- 12.10. No action regardless of the form may be brought against the Supplier under this Agreement more than one (1) year after the cause of action shall have arisen.

13. CONFIDENTIALITY AND GENERAL PROVISIONS

- 13.1. Both parties agree not to disclose any information received from the other party which is marked as confidential or which is reasonably to be understood as confidential, including but not limited to information regarding the business activities, products, production facilities, technologies, know-how, objectives or plans of the parties or their subsidiaries or affiliates and personal data received from each other ("Confidential Information") and agree not to use Confidential Information for purposes other than fulfilment of their contractual relationship. Both parties agree not to disclose Confidential Information of the other party to others than those employees, advisors, subsidiaries, subcontractors, service providers, or its other cooperation partners who necessarily need the Confidential Information for the fulfilment of the parties' contractual relationship.
- 13.2. The Supplier may change these Terms by giving the Customer notification on the website of the Service or by a written notice to the Customer Users or Customer contact person one (1) month prior to the effective date of the change. If the new terms will materially deteriorate the situation of the Customer for legitimate use, the Customer may terminate the Agreement according to these Terms within one month of the receipt of the notice. Continued use of the Service by the Customer confirms the Customer accepts the revised Terms.
- 13.3. In the event that 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, Resellers, or other subcontractors in the performance of its obligations. The Supplier's liability shall be limited to the obligations set forth in the Agreement. The Supplier is not liable for the work of its Resellers.
- 13.5. The Customer acknowledges and agrees that any application of a purchase order for the Service is for the Customers convenience in record keeping, and no such reference or any delivery of Service to the Customer following receipt of any purchase order shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of this Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon the Supplier or otherwise have any force or effect.
- 13.6. The Supplier has the right to assign this Agreement and related Service by giving the Customer a written one-month prior notice in connection with a sale or a reorganisation of its business.
- 13.7. Surviving provisions. The Parties' obligations under sections Intellectual Property Rights, Warranty and Limitation of Liability and Confidentiality and General Provisions shall survive any termination or expiration of this Agreement.
- 13.8. The Supplier holds no responsibility for 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, a situation similar to war or equivalent instability, or acts of the public enemy, import or export restrictions, strike, public unrest, government decisions, epidemics or pandemics, general transport failures, severe electricity, technical infrastructure failures or any other similar reasons not attributable to the Supplier.
- 13.9. If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
- 13.10. The Supplier, the User and the Customer are independent entities and have no authority to act on behalf of or bind the other, and the Agreement does not create any relationship between them (e.g., employment, partnership, or agency).
- 13.11. The laws of Finland, without regard to its choice of law provisions, apply to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded. Any dispute, controversy, or claim arising out of or relating to this Agreement or these Terms, or the breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the rules of the expedited arbitration of the Finland Chamber of Commerce by one arbitrator. The place of arbitration shall be Helsinki, Finland. The language of the proceedings shall be English. Notwithstanding the above, the Supplier shall have the right to collect all uncontested claims in any competent court or authority and seek interim injunctive relief(s) from any competent jurisdiction.

14. APPENDIX I: PRIVACY POLICY AND PERSONAL DATA PROCESSING

- 14.1. This Privacy Policy applies to the processing of personal data (information relating to an identifiable User and sets out how the Supplier collects and processes personal data, the purposes for processing and its protection. All personal data is processed in accordance with the General Data Protection Regulation (EU 2016/679) and Finnish Personal Data Act (1050/2018, as amended)
- 14.2. The Supplier shall never sell any Personal Data to any other organisation.
- 14.3. The Supplier has implemented various measures to ensure that the information is adequately protected against unauthorised access, use, disclosure, and destruction. Risk can never be eliminated, but it can be significantly reduced. The Supplier shall not be held liable by any third party, including the User, in any event of unauthorised access, use and/or disclosure of any information in Service.
- 14.4. Personal Data related requests shall be issued to support@oneclicklca.com.
- 14.5. The Supplier is the Data Controller. Supplier processes the personal data, and the data is accessible to the following persons: Supplier personnel involved in the data processing, customer support and administration, and IT specialists performing tasks related to the maintenance of Service. All relevant Supplier personnel is aware of this policy and Supplier requirements for data processing.
- 14.6. The User accepts that the Supplier saves personal data of the User to the Supplier's register. The Supplier, the Supplier's subcontractors and resellers may use personal data only for the delivery of the Service, support and Service-related communication as set out in these Terms.
- 14.7. The Supplier does not store or process sensitive personal data. Personal data is stored on secure servers.
- 14.8. Generally, personal data is stored inside the EU and EEA area. Some service providers of the Supplier are established outside the EU or EEA, where data transfer outside the EEA takes place.
- 14.9. All these transfers are performed under appropriate safeguards and implement necessary technical, organisational, or contractual supplementary measures to ensure that personal data has the same protection as in EEA.
- 14.10. The Supplier may process the data as long as the Customer relationship is in force and after that for as long as is needed to comply with its obligations under the Agreement. User accounts are removed by User either deleting their own user account or by exercising their data subject rights via support request.
- 14.11. The Supplier web sites use cookies for recordkeeping and to enhance functionality. The Service requires that the User allows the use of cookies to maintain the User's connection to the Service. Cookies are small files stored on devices. They contain non-personal information including login session data.
- 14.12. Personal Data processing for newsletter delivery: The Supplier processes personal data for sending newsletters to inform the User of services, promotions, and other information. The legal basis of processing for this purpose is the User's consent and legitimate interest. The period of processing lasts until the User unsubscribes from the newsletter. The processed personal data for this are the User's name and business email.
- 14.13. Personal Data processing for customer relationship: The Supplier processes personal data for establishing and maintaining a customer relationship, including organising meetings, sending information, preparing quotes and signing agreements. The legal basis of processing for this purpose is legitimate interest. The processed Personal Data for this are User's name, business email and phone number.
- 14.14. Personal Data processing for delivery of Service: The Supplier processes Personal Data for delivery of Service. The legal basis of processing for these purposes is performance of a contract. The period of processing is until the contract ends, or until the User deletes their Personal Data. The delivery of Service requires the delivery of service update notifications and may include customer support and online payments. The processed Personal Data for this are User's name, business email and phone number.
- 14.15. To deliver its obligations, the Supplier works with data sub-processors who are contracted for specific tasks. The Supplier reserves the right to modify the list of sub-processors at any time without notice. The list of sub-processors is here: <https://oneclicklca.zendesk.com/hc/en-us/articles/6564841035932>.
- 14.16. The competent supervisory authority for personal data processing is the Office of the Data Protection Ombudsman, an authority operating in connection with the Ministry of Justice of Finland.

15. APPENDIX II: PERSONAL DATA PROCESSING FOR CUSTOMER USERS

Customer Users	Users, who are employees or otherwise contracted by the Customer to work for the Customer using the Service. Their account may be identifiable based on their email address format, or they may use licenses provided by the Customer in the Service.
Personal Data of Customer Users	Personal Data relating to Customer Users comprising of business contact data: name, email, and a phone number.

- 15.1. This section sets out what rights Customers can exercise regarding the Customer Users and how the Personal Data of Customer Users is managed.
- 15.2. The Supplier is acting as independent Data Controller as per General Data Protection Regulation (EU 2016/679) (GDPR). Users may have access to Service provided by one or several Customers. The Customers providing the User the access may include the Users employer and other parties.
- 15.3. Access to all Services contracted by different Customers is connected to the User account comprising of the User’s email address. Customers may suspend or freeze access rights for the licenses they control for any Users using those licenses but may not remove User accounts themselves.
- 15.4. The Customer and the User agree that the Supplier processes Personal Data of Customer Users for delivery of the Service. The Supplier shall comply with GDPR and other applicable regulations for processing of Personal Data of Customer Users. The Supplier shall manage Personal Data of Customer Users according to its Privacy Policy. Supplier may use sub-processors in the processing of personal data.
- 15.5. The Users own their Personal Data and these Terms do not limit the Users’ statutory rights in any manner. The Customer may not request for access to the Personal Data of Customer Users, nor limit any data subject from exercising rights to their Personal Data as defined in the GDPR.
- 15.6. 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 if 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 a case, the Customer shall be able to suspend the access rights of the said Users to Customer projects in the Service.
- 15.7. 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.
- 15.8. The Supplier shall take reasonable steps to ensure the reliability of employees, agents and contractors who have access to the Personal Data. This access shall be provided to the extent that the delivery of the Service requires it and to the extent that is required to comply with the GDPR and applicable regulations.
- 15.9. 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.
- 15.10. 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.
- 15.11. The Supplier shall notify Users without undue delay upon the Supplier becoming aware of a breach affecting the Users’ Personal Data. The Supplier shall investigate, mitigate, and attempt to remedy such breaches deploying resources appropriate for the gravity of the breach.
- 15.12. In addition, the Supplier shall notify Customer without undue delay upon the Supplier becoming aware of a breach affecting the Personal Data of Customer Users. The Supplier shall furthermore notify the Customer of outcomes of any investigation, mitigation and remediation efforts undertaken consequently.
- 15.13. The Supplier shall provide the Customer on request data on compliance with GDPR.
- 15.14. 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: ADDITIONAL TERMS FOR EPD VERIFICATION AND PUBLISHING

- 16.1. All the terms of the Appendix IV also apply to the EPD verification and publishing services.
- 16.2. EPD verification and publishing services may be offered as annual subscription packs, which include a prepaid capacity to use services from the provided options annually. All subscription packs do not offer all options. Once the service is started, all the related credits are used. 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.
- 16.3. Service charges may be dependent on product complexity. Unless otherwise determined by the Supplier, all products are classified Simple (in Supplier’s 2024 product classification), except the following which are considered Complex: i) all energy using or generating products or systems, ii) all chemicals, iii) primary metals, iv) assembled products with over 5 different constituent materials, v) non construction products.
- 16.4. For verifying and publishing EPDs, the Customer must order the EPD verification and publishing service from the Supplier. The Customer can manage verification and publishing independently for EPD programs that are not supported by Supplier directly or via mutual recognition. The Customer is not entitled to support from the Supplier for EPD publishing in these cases.
- 16.5. The Supplier offers this service for Customers who have created their EPDs with the Service. The Customers can publish EPDs for EPD programs they have been trained and onboarded for.
- 16.6. If Customer has changed Users so that the User creating the EPD has not been onboarded by the Supplier, Supplier has the right to require that the Customer pays for onboarding for their new User(s).
- 16.7. Each product category has a set level of complexity. EPD verifying and publishing service costs vary based on the product complexity, as well as the parameters of the EPD. The complexity levels are specified in the Supplier’s documentation for each product category.
- 16.8. EPD verification and publishing service can be ordered as pay as you go (one-off services) for defined EPDs, or as annual subscription, which allows publishing EPDs flexibly and cost-efficiently. The publishing service annual subscriptions contain a package of EPD credits, which are then used for EPD publishing. Pay-as-you-go verification and publishing services are paid in advance in connection with the order. All EPD verification and publishing service orders are final.
- 16.9. EPD Hub subscriptions: The Supplier provides EPD verification and publishing services as annual subscription for the EPD Hub governed by these Terms. EPD Hub subscription’s EPD credits can be flexibly used to publish EPDs up to the capacity each year. All subscriptions are pre-paid and renewing annually automatically. If EPD Hub subscriptions are added to the Service, it is co-termed to the Service renewal dates. Subscriptions are billed by the Supplier and services delivered by EPD Hub Limited directly applying their EPD program rules and PCR. When an EPD Hub subscription is cancelled, all unused EPD credits expire. EPD credit usage options are documented separately.
- 16.10. Unless otherwise stated, the Supplier provides EPD verification and publishing services with fixed fees for the validity of the EPD (no annual payments) that includes defined verification and EPD publishing costs. If the set number of verification rounds is exceeded, additional verifications are charged at set rates. If additional publishing options are requested, they are charged at set rates.
- 16.11. The service is priced based on the batch of EPDs received at the same exact time. In the case of submitting different types of EPDs, each type is considered as a “new EPD” i.e., not eligible for degressive pricing.
- 16.12. EPD verification and publishing service starts when the EPD(s) is (are) fully ready. The EPD can no longer be modified, except if required by verifier. When the EPD(s) is (are) successfully verified, Supplier shall automatically publish them. Modifications to the published EPDs are charged at the Supplier’s usual rates.
- 16.13. Rules for single product EPDs and averaged EPDs: The Supplier only provides the services for EPDs with a single set of LCA result tables (comprising all life-cycle stages and impact categories) in supported languages. Each set of LCA results requires its own EPD. Base costs are for single-scenario EPDs without use phase created using Supplier’s verified EPD templates. Single-scenario EPD is one that represents LCA results only for one product, one manufacturer and one manufacturing site. Additional scenarios and functional unit-based result, if supported the program operator, are allowed but may be priced separately. In other words, LCA results are not averaged from several discrete LCA results e.g., for different factories. Publishers may choose to create averaged LCA results to reduce the number of EPDs they need to create and publish. The averaging must observe the rules for maximum allowable variance in the results as set by the EPD program. Mandatory additional charges apply to averaged EPDs and for

user made templates, as well as for providing conversion tables as appendixes of the EPD. Further specifications are available from the Supplier, and they may be updated from time to time.

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

17. APPENDIX IV: ADDITIONAL TERMS FOR SUPPORT SERVICES

- 17.1. 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.
- 17.2. Supplier may offer support packs annual subscriptions, and some services also on a pay as you go basis.
- 17.3. Support packs provide a prepaid capacity to use Support Services from the provided options annually. Pay as you go option is purchased and paid for specific services on demand, with limited validity. All packs and pay as you go do not offer all options. Once the service is started, all the related hours are used.
- 17.4. If a service is delayed by more than 60 days for reasons due to the Customer, it is considered delivered. Payments are not refunded if service is not completed due to reason attributable to the Customer.
- 17.5. Service delivery time is based on the availability. Estimated completion time will be provided when orders are received. Some services vary based on the complexity of the object of the study. Supplier may revise efforts upwards for cases it estimates more complex than given reference cases.
- 17.6. The Customer is solely responsible for all input data requirements: The Customer is responsible for providing all input data required for the Support Services. The Customer is responsible for the accuracy and completeness of the said input data. Input data for Environmental Product Declaration consists of the product manufacturing information, inputs and outputs required for the product manufacturing and their characteristics and provenance, as well as descriptive information about the product performance.
- 17.7. Duration and delays: The duration of delivery for the Support Services is calculated from the date of delivery of the complete and correct input data requested by the Supplier and from the payment of the project upfront fee, whichever is later. If a delay on the Customer's side or in the supply of correct input data postpones the project by at least 8 weeks, the Supplier has the right to request for a full prepayment of the project fee immediately.
- 17.8. The orders for Support Services are final and can be only cancelled or transitioned to equivalent value Service licenses by mutual agreement between Customer and Supplier.
- 17.9. Invoicing and payment terms for the Support Services: The total fee is payable immediately in connection with the order. If change orders are made, they shall be payable in connection with their order, unless otherwise agreed. Travel costs are only incurred on the Customer's request, acceptance, and expense.
- 17.10. The Supplier reserves the right to suspend, or in case of overdue payments of over 30 days, to end any Support Services without any liability in case payments are overdue.
- 17.11. In case there is a change in project design/scope for the Support Services, additional work relating to the changes is charged either at a fixed price as agreed, or the Supplier's list prices. Any change orders must be approved by the Customer before the Supplier makes any changes to the deliverables.
- 17.12. For all other terms for Support Services we apply the Finnish General Conditions for Consulting KSE2013 which can be accessed at <https://www.oneclicklca.com/consulting-terms-kse2013/>.
- 17.13. Incentive to upgrade to One Click LCA software: If the Customer purchases a new One Click LCA Business or Expert license either during or within six months after end of the Support Services, the Customer is provided a discount on the first year of the Service for 25 % of the initial order value, but not more than 2000 EUR. This cannot be combined with any other discount or reduction.

18. APPENDIX V: ADDITIONAL TERMS FOR RESEARCH, EDUCATIONAL AND STUDENT LICENSES

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

Additional terms for Research licenses

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

Additional terms for Educational licenses

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

Additional terms for Student licenses

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