

ONE CLICK LCA API TERMS ADDENDUM – 18 FEBRUARY 2025

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

DEFINITIONS

All definitions in the General Service Terms are applied without being repeated herein.

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

1. GENERAL

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

2. GRANT OF LICENSE

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

3. SPECIFICATIONS AND CHANGES

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

4. RESTRICTIONS OF USE

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

5. INTELLECTUAL PROPERTY

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

6. TERMS FOR LICENSED DATA

- 6.1. Unless otherwise expressly agreed in writing, the Customer is only allowed to use the Licensed Data in duly notified Inhouse tools where the actual number of Tool End Users is reliably recorded and calculable. The Customer is responsible for holding true and accurate accounts of users and usage available. The Customer is not allowed to use the Licensed Data anywhere else and for any other purpose.
- 6.2. The Customer shall inform the Supplier in writing of each Inhouse Tool, including its purpose of use, technology used, distribution and user groups, prior integrating any Licensed Data for such tools.
- 6.3. Tool Security Audits: Customer agrees that Supplier may perform periodic vulnerability assessments, penetration testing and scanning for access to Licensed Data in accordance with the following. Such tests are carried out in such a manner as to reasonably avoid disruption to the Tool End Users. Supplier shall provide Customer no less than seven (7) days' notice for such audits. Customer agrees to cooperate reasonably with such audits. Customer agrees that Supplier or its contractors shall not be liable to Customer or any third party for damages or losses arising in connection with security audits. Supplier may conduct such testing itself or through a third party. If the Supplier discovers in such audit that Licensed Data integrity or protection, or recording and calculability of Tool End Users is jeopardized, then Customer's right to use Licensed Data is immediately suspended until the Supplier has confirmed its acceptance of corrections made by the Customer. There is no refund or credit for any disruption or suspension caused by such non-compliance with security audits.
- 6.4. The Licensed Data charges are payable for each Tool End User that uses the Inhouse Tools with Licensed Data at least once during any annual Subscription Term. Multiple uses by the same users during annual Subscription Term may increase the charges to be paid for the same annual Subscription Term.
- 6.5. The Licensed Data charges apply a non-refundable minimum advance payment for each Subscription Term and a variable true-up reporting and payment for usage that is in excess of the advance payment.
- 6.6. Unless otherwise agreed, Customer shall report actual usage at the end of each Subscription Term in 30 days. The reporting shall include name of each Inhouse Tool and number of Tool End Users for the period, and frequency of use, where instructed by the Supplier.
- 6.7. Supplier shall invoice the Customer the usage of Licensed Data that exceeds the advance payment.
- 6.8. Reporting Accuracy Audits: Customer agrees that Supplier may perform periodic reporting accuracy audits for access to Licensed Data in accordance with the following. Supplier shall provide Customer no less than seven (7) days' notice for such audits. The verification will require Customer to provide the Supplier's auditor with copies of the relevant log files for all Inhouse Tools and their usage and download registers, along with exemplary copies of results generated by the Inhouse Tools (redacted to exclude Confidential Information). If the audit reveals underreporting to Supplier of more than five percent (5%), Customer will reimburse Supplier for the reasonable costs of the audit, in addition to paying any amounts revealed to be underreported.
- 6.9. Third-Party Databases are databases which are owned by a third party that the Supplier has the right to license as part of its Service, subject to conditions. The Customer's use rights with respect to Third-Party Databases may be subject to additional terms and conditions ("Restrictions"). The Supplier has the right to add, update and withdraw any Third-Party Databases at any time without notice. However, the Supplier shall apply commercially reasonable effort to notify Customer of any major changes. Supplier shall maintain a list of such Restrictions and amend it from time to time without notice. The current list is at: <https://oneclicklca.zendesk.com/hc/en-us/articles/12641099514780-Data-Usage-Restrictions>.
- 6.10. The Customer may under no circumstances extract or use any data from Third-Party Databases as part of the Licensed Data for any purpose.
- 6.11. Customer shall discontinue use of any Licensed Data as soon as is stipulated in a written notice by Supplier for the withdrawal of such Licensed Data, for which a 30-day notice shall be applied, except in case of right of use ending, in which case no notice applies.

7. EFFECT OF TERMINATION

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

8. AMENDMENTS TO LIABILITY

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