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Service Terms for third party software, service and database distribution by ESU-services GmbH

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1 Summary of this document

1.1 What ESU Delivers

ESU-services GmbH acts as an authorized distributor of SimaPro and One Click LCA services and different databases such as CarbonMinds and SHDB. Our role includes:

- Providing quotations and processing your order
- Forwarding activation codes issued by the software supplier or providing databases for download
- Passing on official supplier information
- Offering basic first-line support where agreed

All software, databases, technical systems, and licensing infrastructure are fully operated and controlled by the respective software suppliers.

1.2 License Activation & Multi-Year Subscriptions

- Software suppliers issue activation codes **one year at a time**, even for multi-year contracts.
- ESU can only deliver activation codes after receiving them from the supplier.
- Your license term normally begins on the **first day of the month after payment**.

For multi-year purchases:

- Prepayment reflects commercial discounts, *not* guaranteed future availability.
- ESU can only provide refunds if the supplier refunds ESU.

1.3 Supplier Terms Apply

Your use of the software is governed by the supplier's official Terms & Conditions and database EULAs.

- These supplier terms apply directly between you and the software provider.
- Supplier Terms take precedence over ESU's service terms if there is any conflict.
- Suppliers may update their terms and product features at any time.

Links to supplier terms are provided in our documentation.

1.4 Updates, Changes, and Product Adjustments

Software suppliers may make changes at their discretion, including:

- Adjusting pricing or commercial conditions
- Modifying functionalities, modules, or licensing models
- Discontinuing components or third-party databases

ESU is not responsible for any consequences arising from such supplier-driven changes.

1.5 Support

ESU may provide first-line support (where agreed), including:

- Basic troubleshooting
- Forwarding issues to the supplier
- Guidance on license access

Technical issues related to software performance, hosting, bugs, or data quality are handled exclusively by the software supplier. No guaranteed response times apply.

1.6 Renewals & Customer Management

ESU generally manages renewals for licenses you purchased through us.

However, the software supplier may directly handle renewals or customer communication in certain situations, such as:

- Payment issues
- Customer request
- Changes in distributor status
- Operational decisions by the supplier

This does not affect the validity of your existing license.

1.7 Data Protection

To activate and manage your license, ESU and the software supplier act as **independent data controllers**.

We may share necessary contact details with the supplier for:

- Activation and licensing
- Support and onboarding
- Compliance with supplier Terms

Where required, international transfers follow applicable Standard Contractual Clauses.

1.8 Liability & Risk Allocation

- ESU is not responsible for software performance, availability, accuracy, or service continuity.
- ESU's liability is limited to the value of activation codes already delivered to you.
- Payments made to ESU are *not* held in escrow.
- ESU does not guarantee long-term availability of supplier products or databases.

1.9 Your Own Terms

Customer purchase terms, procurement conditions, or NDAs that contradict these Service Terms cannot override them unless explicitly agreed in writing.

1.10 Governing Law

- These terms are governed by Swiss law.
- Jurisdiction is Schaffhausen.
- Legal proceedings may be conducted in German or English.

2 The Service Terms in Detail

The following terms and conditions apply for all distribution of services, databases and software products provided by third parties like Pre Consultants (SimaPro) and One Click LCA. For all own services of ESU-services the General Terms and Conditions apply.

2.1 Payment Terms

Billing

- According to order form
- According to agreed offer

Payment modalities:

- Invoices are payable before activation of licences.
- ESU may charge a CHF 50 administrative fee for each reminder or overdue invoice.
- The customer is responsible for payment of currency fees, banking fees and taxes. ESU may also pass on all collection costs, legal fees, and third-party charges incurred in recovering late payments.

Additional payment terms:

- In case of late payment, default interest of 15% p.a. may be charged.
- Customer must notify changes to invoicing details.
- Upgrades are billed immediately; downgrades only take effect at renewal.

The value added tax (VAT) for mandates of Swiss clients is added according to legal regulations. Clients from other countries are obliged to pay the VAT according to legal regulations of the referring country.

The contact address for correspondence and invoicing is simapro@esu-services.ch of ESU-services GmbH

2.2 Activation Code Delivery and License Access

The Customer acknowledges and accepts that SimaPro multi-year licenses are technically provisioned by the software supplier (SimaPro B.V. / One Click LCA Ltd) through activation codes that are issued in **12-month increments only**, even when the Customer purchases a multi-year subscription or pre-paid multi-year license.

ESU-services GmbH delivers activation codes to the Customer strictly in accordance with the supplier's provisioning model. Therefore, ESU-services GmbH cannot deliver activation codes covering the full multi-year period upfront. Access to each additional year of a multi-year license is enabled solely through the supplier's issuance of the annual activation code.

The Customer acknowledges that ESU-services GmbH acts as a distributor and that the technical provisioning of access codes is fully controlled by the upstream supplier. ESU-services GmbH is not responsible for any failure of the supplier to provide future annual activation codes or to continue the service over the agreed term. Any such failure constitutes a supplier risk.

By default, term for software use starts at the first day of the next month after receipt of payment. If agreed otherwise, license term may also start at the first day of the month in which the payment is

received. However, in this case no refunding is applicable for days lost – the term always starts on the first day of a month.

Activation codes already delivered to the Customer are deemed consumed and are not refundable under any circumstance.

The supplier may suspend services upon notice of non-payment. End support & administrative services are terminated upon breach.

2.3 Supplier Dependency and Limitation of ESU Liability

The Customer expressly acknowledges and agrees that ESU-services GmbH acts solely as a **distributor** of above mentioned software products and databases. ESU-services GmbH does not develop, operate, host, secure, or maintain SimaPro or OneClickLCA software, third-party data/services or other related services. All warranties (whether expressed, implied, statutory, or otherwise), service levels, maintenance and support obligations, and liabilities in relation to SimaPro or OneClickLCA software, third-party data/services or other related services rest exclusively with the respective licensors/suppliers, including SimaPro B.V. and OneClickLCA.

Technical provisioning, license activation, data delivery, database licensing, and ongoing service provision is fully controlled by the upstream supplier.

ESU-services GmbH shall not be liable for the supplier's actions, omissions, discontinuations, insolvency, business restructuring, withdrawal of services, or changes in licensing or activation mechanisms, including failure to issue future activation codes.

The Customer shall not use the software or databases in any unlawful manner or for purposes prohibited under the supplier's licensing terms. ESU-services GmbH assumes no liability for any misuse, data manipulation, export control violations, or unlawful data processing carried out by the Customer.

To the maximum extent permitted by applicable law, ESU-services GmbH **disclaims any and all warranties** and **shall not be liable** for any matters related to the provided software or third-party databases, **including but not limited to** the **accuracy, completeness, correctness, availability, performance**, interoperability, or fitness for a particular purpose of the software and/or **Third-Party Data**, or any **security incidents** (including unauthorized access, data breaches, vulnerabilities, malware, or cyberattacks) affecting systems operated by the licensors/suppliers.

In the event the upstream supplier fails to deliver activation codes for any future year of a multi-year subscription, ESU-services GmbH's obligation is strictly limited to assisting the Customer in contacting the supplier. No refunds, compensations, or service continuation obligations shall arise for ESU-services GmbH beyond the value of activation codes already delivered to the Customer.

For the avoidance of doubt, ESU-services GmbH's obligations are limited to forwarding activation codes received from the supplier, forwarding official supplier information, invoicing/administration, and providing agreed first-line support (if applicable).

2.4 No Warranties Given by ESU

ESU-services GmbH provides no warranties, express or implied, regarding the software, databases, or services resold. ESU expressly disclaims any warranty of merchantability, fitness for a particular purpose, availability, accuracy, error-free operation, data integrity, or suitability for customer workflows.

2.5 Scope of ESU Responsibility and Excluded Responsibilities

ESU-services GmbH bears responsibility solely for:

- transmitting activation codes received from the supplier,
- forwarding official supplier information,
- invoicing and administrative processing, and
- providing agreed first-line support where applicable.

ESU-services GmbH is not responsible for:

- continuation of service beyond issued annual codes,
- the supplier's technical systems, licensing servers, or activation functionality,
- third-party database availability or licensing,
- performance, defects, or downtime of the supplier's software,
- the supplier's General Service Terms or End User License Agreements (EULA),
- maintaining historical access once codes expire
- any legal advice regarding suppliers contractual documents.

2.6 Customer Responsibilities

The customer shall be responsible for:

- Must accept all Terms, Conditions and End User Licence Agreements by Suppliers of software, services and databases
- Providing accurate contact and invoicing information at all times.
- Providing accurate name and contact information of named end users
- Ensuring internal compliance with supplier licensing rules.
- Maintaining its own backups of project files and exported data.
- Ensuring compatibility of its systems with the software requirements.
- Ensuring users are trained and authorized.
- Ensuring timely renewal to avoid loss of access.
- The Customer is not permitted to distribute, distribute, sublicense, rent, or share the data, software, or any part thereof with any third party.
- The licensee must delete all copies of services, databases and software when the license ends

2.7 Price Changes and Usage Adjustments for Multi-Year Contracts

Price changes shall be notified to the Customer in writing and shall not apply to Services already paid for. If the Customer's use of the Services exceeds the quantities defined in the applicable agreement or Order, ESU-services may increase the applicable quantities and charge the corresponding list prices or agreed prices.

ESU may adjust pricing due to supplier cost increases within short notice.

Mid-term upgrades are charged immediately, prorated.

2.8 Multi Year Prepayment and Allocation of Supplier Risk

Prepayment for multi-year licenses reflects a commercial discount offered by the supplier. The Customer acknowledges that:

- activation codes are delivered **one year at a time**;
- ESU-services GmbH cannot guarantee future activation codes;
- the risk of supplier discontinuation, insolvency or service withdrawal is borne by the Customer;
- ESU-services GmbH provides refunds **only to the extent the supplier refunds ESU**;
- lack of future activation codes does not constitute incomplete delivery by ESU-services GmbH

2.9 Disclaimer on Supplier Terms and Customer Acceptance

The Customer must accept and comply with all applicable supplier Terms, including the **SimaPro General Service Terms**, **database EULAs**, and any further terms or amendments issued by the supplier from time to time. These supplier terms apply directly between the Customer and the supplier.

ESU-services GmbH does not control, amend, negotiate, or guarantee any part of the supplier's General Service Terms or licensing conditions. Any changes introduced by the supplier automatically apply to the Customer. ESU-services can also not provide any legal advice regarding these documents.

The Customer acknowledges that the use of SimaPro, One Click LCA or any related third-party databases and services is governed exclusively by the applicable General Service Terms, End User License Agreements (EULA) and other conditions issued by the respective software or database supplier.

In the event of any conflict or inconsistency between these ESU Service Terms and the Supplier Terms applicable to the purchased software or database, the Supplier Terms shall prevail.

ESU-services GmbH has no authority to amend, negotiate or deviate from Supplier Terms and accepts no liability arising from any modifications, updates or withdrawals of such Supplier Terms.

2.10 Supplier Changes to Services and Terms

The Customer acknowledges that the software suppliers (SimaPro B.V. and One Click LCA GmbH) may at any time and at their sole discretion:

- modify, update or withdraw software products, modules or databases;
- change activation mechanisms, licensing models, or delivery formats;
- change prices, commercial conditions or contractual terms;
- discontinue specific functionalities or third-party content.

Such changes may affect future renewals, pricing, product availability, technical compatibility and/or continued access to specific functionalities.

ESU-services GmbH shall not be liable for any consequences of such supplier changes.

2.11 Data Protection and Roles

For the purpose of processing personal data in relation to the distribution, activation, licensing and support of SimaPro, One Click LCA and related databases, ESU-services GmbH and the respective software/database suppliers act as **independent data controllers**.

ESU-services GmbH may transmit Customer contact data (including name, email, company details and technical identifiers) to the software supplier insofar as necessary to:

- activate or manage licenses;
- provide onboarding or support;
- ensure compliance with supplier Terms;
- fulfil legal obligations or contractual duties.

Where required by law, transfers of personal data outside Switzerland or the EU/EEA shall be based on the applicable Standard Contractual Clauses (SCCs) of the European Union.

Customers remain responsible for providing their own lawful basis for any personal data they supply to ESU-services GmbH

ESU-services GmbH retains customer administrative data only as long as required for contractual performance, legal obligations, or accounting requirements. ESU has no obligation to store customer project files, models, or results.

2.12 Renewal Responsibilities and Supplier Takeover

ESU-services GmbH typically manages customer renewals for licenses purchased from ESU. However, the software supplier may, at its discretion and without compensation to the Customer or to ESU-services GmbH:

- assume responsibility for specific renewals;
- contact Customers directly regarding renewals or service changes;
- manage part or all of the renewal process in cases of non-payment, customer request, or changes in distributor classification.

Where the supplier takes over the renewal process, ESU-services GmbH shall have no further obligations regarding renewal management, pricing, invoicing or communication. This reassignment does not constitute a breach of contract by ESU-services GmbH

2.13 Support Scope and Limitations

ESU-services GmbH may provide first-line support where explicitly agreed. Support is limited to the forwarding of requests, basic troubleshooting and guidance within the scope of ESU's distributor role.

ESU-services GmbH is not responsible for resolving technical issues originating from supplier systems, infrastructure, licensing servers, software defects, database inconsistencies or security incidents. ESU-services GmbH does not undertake any binding service level commitments.

Resolution of such issues lies exclusively with the software supplier. Any support timelines communicated by ESU-services GmbH are non-binding and depend on supplier response times.

2.14 Change of Distributor Status

The Customer acknowledges that ESU-services GmbH acts as a distributor subject to the criteria and tier definitions of the software supplier. The supplier may adjust ESU's distributor status or reassign Customer management at any time in accordance with its partner governance framework.

Such changes do not affect the validity of existing licenses. In such cases, future renewals, support or onboarding may be handled directly by the supplier or by another partner. ESU-services GmbH assumes no liability for such reassignment.

2.15 Force Majeure and Supplier Service Discontinuation

If SimaPro B.V. / One Click LCA GmbH discontinues the service, withdraws SimaPro from the market, modifies activation mechanisms, or becomes unable to fulfil its obligations due to force majeure or insolvency, ESU-services GmbH shall not be liable for losses incurred by the Customer.

ESU-services GmbH is expressly released from any obligation to replace, replicate, or continue SimaPro services in such an event.

2.16 Limitation of Liability in Case of Supplier Non-Performance

In all cases of supplier non-performance, including but not limited to non-issuance of future annual activation codes, service withdrawal, or software discontinuation, the total liability of ESU-services GmbH shall be limited to the value of the activation codes already delivered to the Customer.

Under no circumstances shall ESU-services GmbH be liable for consequential damages, loss of data access, business interruption, or loss of expected future functionality resulting from supplier actions.

2.17 No Escrow and No Continuity Guarantee

Payments made to ESU-services GmbH for software licenses are commercial payments and are not held in escrow or trust. ESU-services GmbH does not guarantee the continued availability, functionality or further development of software or databases supplied by third parties.

2.18 Intellectual property rights

No intellectual property rights are transferred by ESU-services. All IP belongs to the suppliers of software, services or databases.

The Customer may not assign or transfer this agreement without ESU's and Suppliers prior written consent. ESU may assign this agreement to an affiliated company or legal successor.

2.19 Client Terms and Conditions

Additional conditions (e.g., PO, NDAs) altering these GST are not accepted. Any customer terms provided via PO systems or procurement portals are expressly rejected unless accepted by ESU-services GmbH in writing.

2.20 Privacy policy

Information about how we process your personal data can be found in our privacy statement on our website.

If necessary to process your request, we will also share your data with the following parties:

SimaPro B.V.

Ecoinvent.org

2.21 Entire Agreement

These Service Terms, together with the applicable ESU offer or order confirmation, constitute the entire agreement between ESU and the Customer for the distribution of software and databases and supersede all prior proposals, negotiations, or conflicting customer terms.

If any provision of these Terms is held invalid, the remaining provisions remain in full force and effect.

2.22 Applicable Law and Jurisdiction

- Before legal action, a mediation procedure is sought.
- Swiss substantive law applies exclusively, without reference to its conflict-of-laws principles.
- Exclusive Jurisdiction: Schaffhausen.
- Legal proceedings are conducted in German or English.