

CarbonZero - EandoX

GENERAL TERMS AND CONDITIONS FOR THE EANDOX SOFTWARE

Welcome to the EandoX Software.

EandoX is a software designed to make Life Cycle Impact Analysis (LCIA) based on Life Cycle Inventory (LCI) data and generate Environmental Performance Indicators (EPDs) for products. You can read more about the EandoX offering at EandoX.com.

These General Terms and Conditions (the “**Terms**”) are generally applicable to our EandoX Software offering unless otherwise specifically stated.

“**You**” in these Terms means the legal entity you represent (primarily a Customer or a Supplier) in accepting these Terms or, if that does not apply, you individually. If you are accepting on behalf of your employer or another legal entity, you confirm that (i) you are legally authorized to bind your employer or such entity to these Terms; (ii) you have read and understood these Terms; and (iii) you accept and agree to these Terms on behalf of the entity that you represent. If you do not have the legal authority to bind your employer or the applicable entity, please do not enter into the contract or click “I agree” (or similar button or checkbox) that is presented to you or otherwise accept these Terms.

However, if you are being invited or added to the EandoX Software by a Customer or a Supplier (e.g. your employer), the user notice governs your access and use of the Product (and not these Terms).

1. How these User Terms apply to you

1.1 Applicability. These General Terms and Conditions regarding the EandoX Software (these “**Terms**”) are applicable between you and **CarbonZero**, who owns or operates the products and services contained in the EandoX Software that you are using or accessing. These Terms are applicable to you as a Customer and/or as a Supplier (as applicable), except that in your capacity as a Supplier the EandoX Software is free of charge in respect of Supplier Products where you have been invited by a Customer to which you supply such Supplier Products. These Terms govern the EandoX Software, including additional features and services such as the EPD module.

1.2 Acceptance. These Terms do not have to be signed in order to be binding. You indicate your acceptance of these Terms by clicking “Register”, “I agree” (or similar button or checkbox) at the time you create a User Account for the EandoX Software, when referred to in an Order or contract or otherwise by accessing or using the EandoX Software.

2. Who is your contract with?

2.1 Who we are. “**We**”, “**us**”, “**our**” or “**CarbonZero**” refers to the CarbonZero entity who provides the EandoX Software for which you have accepted these Terms in accordance with the below.

2.2 Domicile outside the United States of America. If you are domiciled in any country outside of the United States of America you are entering into the Customer Contract, including these Terms, for the EandoX Software with **Carbonzero AB**, a limited liability company incorporated in Sweden under registration number 559249-5997.

2.3 Domicile in the United States of America. If you are domiciled in the United States of America you are entering into the Customer Contract, including these Terms, for the EandoX Software

with Bimobject Inc., a limited liability company incorporated in the state of Missouri under registration number 001368742.

- 2.4 Providence through Affiliates. You acknowledge and agree that we may, at our sole discretion, at any time provide any and all products, services or features of the EandoX Software to you directly or indirectly through an Affiliate.

3. Definitions

- 3.1 Certain capitalized terms are defined below in this Section 3, and others are defined contextually in these Terms.

“Accredited Verifier” means a third-party verifying body with regard to Customer Data and/or Supplier Data

“Administrator” means a person designated by the Customer to administer the Subscription Plan and your Users.

“Affiliate” means (i) legal entities within the same group of companies as CarbonZero and/or if the context admits and where appropriate (ii) franchisees, partners and other legal entities with whom CarbonZero has a binding contractual or other legal relationship including those who are engaged with or assist with the provision of the Services, including companies contributing to the creation of the Services.

“Customer” means You as a customer that has accepted an Offer for the EandoX Software.

“Customer Contract” means a contract between you as a Customer and us that is created by your acceptance of an Order.

“Customer Data” means any LCA Data provided to the EandoX Software by, or on behalf of, the Customer in respect of a Customer Product as well as any other related data you upload to the EandoX Software (whether in Local State or Published Data), but excluding any Supplier Data or Generic Data.

“Customer Product” means a product of the Customer for which it uses the EandoX Software.

“EandoX Software” means the EandoX Software solution, and the products, services and features contained in the EandoX Software as offered by CarbonZero from time to time.

“EPD” means an externally verified and standardized description of the environmental profile of any product, i.e. an environmental product declaration based on LCIA data.

“Effective Date” means the date an Order for a Subscription Plan comes into effect.

“Generic Data” means, in the context of LCIA, generic data that refers to environmental impact data that represents a generic category or type of product or material, rather than a specific brand or manufacturer, available for use by the Customer and Suppliers as part of the EandoX Software. For example, generic climate data that the Customer can use if the Customer does not have specific values for its Customer Product.

“Intellectual Property Rights” include without limitation any and all rights in respect of inventions, trademarks, patents, patterns, designs, copyrights (including copyrights in software), neighboring rights and database rights, any type of confidential and proprietary information including trade secrets, know-how, and any other rights of a similar kind, whether

registered or not, including applications for the registration of such rights under the laws of any governmental authority, domestic or foreign as well as any other rights of this nature.

“LCIA” means a life cycle impact assessment based on LCI Data transformed into environmental impacts using a characterization model such as CML (EN 15804) or TRACI. For example, methane is one component that impacts GWP (global warming potential) and thus it is transformed into CO2 equivalents using a characterization method.

“LCI Data” means life cycle inventory data of a product or component that consists of different inputs and outputs from the processes studied such as kg of methane emissions to air or phosphorus emissions to water.

“Local State” means Company Data or Supplier Data (as applicable) that is not Published Data. For the purpose hereof, your data in Local State will only be available to you (and your Users).

“Minimum Legal Age” means 16 years old unless applicable law in your country of residence dictates that you must be older in order for us to lawfully provide you with the EandoX Software.

“Order” means an order for the EandoX Software made through our applicable online order function or other by us approved ordering function, process or document setting out the EandoX Software you are ordering from us, together with the applicable subscription term and fee.

“Personal Information” includes the EU concept of personal data, the US concept of personally identifiable information and any corresponding terms within the meaning of applicable Privacy Laws.

“Privacy Laws” means Regulation (EU) 2016/679 (General Data Protection Regulation) or any applicable corresponding US or foreign legislation, or any successor legislation.

“Published Data” means that you (or your Users) have made certain Company Data or Supplier Data (as applicable) available in a ready state for sharing with selected parties within the EandoX Software. For the purpose hereof, LCIA results and EPDs will always be categorized Published Data within the EandoX Software.

“SLA” means the, from time to time applicable, service level agreement containing the terms and conditions for our support in respect of the EandoX Software. The current version of the SLA can be found [here](#).

“Subscription Plan” shall have the meaning set forth in Section 4.1.

“Supplier” means You as a subcontractor (a manufacturer and/or supplier) to either the Customer or another Supplier (as the case may be) with regard to a Supplier Product. For the purpose of clarity, (i) a Supplier is invited to the EandoX Software by a Customer or another Supplier to provide LCI Data in relation to the Supplier Product supplied to the Customer or another Supplier and (ii) a Supplier can also be/become a Customer in relation to its own products/components through its own subscription for the EandoX Software.

“Supplier Account” means the account created for you as an invited Supplier to the EandoX Software in respect of one or more Supplier Products.

“Supplier Data” means any LCA Data provided to the EandoX Software by, or on behalf of, a Supplier in respect of a Supplier Product as well as any other related data you upload to the EandoX Software (whether in Local State or Published Data), but excluding any Generic Data.

“**Supplier Product**” means a product or component of a Supplier that is or forms part of a Customer Product.

“**Third-Party Applications**” means any software application connected by a Third-Party Developer via API to the EandoX Software which may be used by the Third-Party Developer for commercial or non-commercial purposes.

“**Third-Party Developer**” is a third party who has been approved by CarbonZero to connect a Third-Party Application via API to EandoX Software.

“**Terms**” shall have the meaning set forth in the Preamble above.

“**User**” means an individual you permit or invite to use the EandoX Software under your Subscription Plan and, for avoidance of doubt, also includes individuals invited by your Users.

“**User Account**” means a user account established by you or a User to enable the User to use or access the EandoX Software under your Subscription Plan or Supplier Account (as applicable).

“**We**”, “**us**”, “**our**” and “**CarbonZero**” shall have the meaning set forth in Section 2 above.

“**You**” and “**you**” shall have the meaning set forth in the Preamble above (that is, you as a Customer or a Supplier as applicable).

4. Providence, availability and use of the EandoX Software

4.1 Customer use. The Order accepted by you as a Customer describes, for example, the features and number of seats of your subscription plan for the EandoX Software (the “**Subscription Plan**”). Additional number of seats and certain features, including the EPD module, are available as add-ons to your Subscription Plan at any time. You may designate an administrator to administer your Subscription Plan and invite Users and, as applicable, Suppliers. You as a Customer will not have access to the Supplier’s account within the EandoX Software or any Supplier Data, but you will be able to access and use the LCIA result and EPDs created for the Supplier Product. We disclaim all liability in respect of your use of any such LCIA results and EPDs of a Supplier.

4.2 Supplier use. If you are invited as a Supplier in order to provide LCA Data in respect of a Supplier Product, a Supplier Account within the EandoX Software is created for you free of charge (unless you already have such an account). A Supplier Account only allows for one (1) User.

4.3 No verification by us; verification by Accredited Verifier. We do not have any responsibility for verifying the accuracy or completeness of any Customer Data, Supplier Data, LCIA results or EPDs. We disclaim all liability in this area. If you wish to use verification services for such data or results, you need to engage an Accredited Verifier at your own cost. We will make available the required data to an Accredited Verifier in our reporting format upon your request and we reserve the right to require such Accredited Verifier to enter into our standard non-disclosure agreement in advance thereof.

4.4 Responsibility for your Users. You are responsible (i) for understanding the settings and controls for the EandoX Software you use and for controlling the individuals you allow to become a User, (ii) for any and all actions taken by the individuals you allow to become Users, including ordering of additional features and/or seats and how they use data within the EandoX Software, even if those Users are not from your organisation or domain, and (iii) for compliance with these Terms and our User Notice by all your Users, including for any payment obligations, and for any damages resulting from failure to do so.

- 4.5 Grant of usage right. Subject to these Terms and your full compliance therewith, you are granted a non-exclusive, non-sublicensable and non-transferable right to access and use the EandoX Software solely for the permitted use purposes set forth in these Terms.
- 4.6 Permitted use purposes. You acknowledge and agree to use the EandoX Software, including LCA Data, LCIA, Generic Data and EPD, only as they are intended and as they are available to you and only for the permitted use purposes as follows:
- (a) to upload Customer Data or Supplier Data (as applicable) to the EandoX Software, to view and download your uploaded Customer Data or Supplier Data (as applicable) and to otherwise use the accessible features and the EandoX Software, including any available Generic Data suitable for your Customer Product or Supplier Product (as applicable) for the sole purpose of creating LCIA results and EPDs for such products;
 - (b) to use any LCIA results and EPDs for your (i) Customer Products (including LCIA results and EPDs for related Supplier Products) or (ii) Supplier Products (as applicable) freely for your own business purposes; and
 - (c) in each case in (a) and (b) above, provided such use is in compliance with applicable laws, regulations and generally accepted practices and guidelines in the relevant jurisdictions, including Privacy Laws and export laws.
- 4.7 Change, cessation, etc. of Services. We reserve the right at our sole discretion at any time to: (i) change and/or evolve the form, nature and content of our EandoX Software, (ii) start charging for products and services that previously have been provided free of charge, (iii) stop (permanently or temporarily) providing any product or service (wholly or partially), (iv) disable access to User Accounts or any part of the EandoX Software and/or any files or other content which is contained in a User Account. If we would stop providing any product, service or feature of the EandoX Software under a paid Subscription Plan without replacing such product, service or feature with a reasonably acceptable alternative, you may be eligible for a refund of any prepaid fees as set forth in Section 10.5 below.
- 4.8 Support. We will provide support services for the EandoX Software under a valid Subscription Plan in accordance with our SLA.
- 4.9 Restrictions. Except as otherwise expressly permitted in these Terms or in a separate written agreement with CarbonZero, you may not:
- (a) access (or attempt to access) the EandoX Software by any means other than through the interface of the EandoX Software or function provided in the interface of Third-Party Applications;
 - (b) if you are a Customer, access (or attempt to access) any Supplier Data or any other third party LCI Data (other than available Generic Data as permitted above);
 - (c) if you are a Supplier, access (or attempt to access) any Customer Data or any other third party LCI Data (other than available Generic Data as permitted above);
 - (d) reuse, sell, transfer or otherwise exploit any Generic Data (except as expressly permitted above as part of LCIA results or EPDs for your Customer Product or Supplier Product);
 - (e) use any data or content available to you, or your Users, through the EandoX Software to train or otherwise improve or enhance any artificial intelligence, machine learning, large language models or other similar networks, algorithms, or systems;

- (f) violate the privacy of others, including, to use the EandoX Software to unlawfully or inappropriately collect or store Personal Information data about any person, including other Users;
- (g) use the EandoX Software to send unsolicited communications, promotions or advertisements (other than as expressly permitted within your Customer Contract), or spam;
- (h) use the EandoX Software to send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;
- (i) use the EandoX Software to create, transmit, submit, upload, display or otherwise take any action or make available anything that: (i) is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights); (ii) contains Software viruses, harmful materials or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer Software or hardware or any other communications equipment, including but not limited to the EandoX Software; or (iii) or otherwise is damaging or injurious to anyone or objectionable;
- (j) rent, lease, distribute, sell, sublicense, transfer or provide access to the EandoX Software to a third party or use the EandoX Software for the benefit of any third party (other than as expressly permitted within your Customer Contract);
- (k) incorporate any products, services or features of the EandoX Software into a product or service you provide to a third party;
- (l) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any products, services or features of the EandoX Software , except to the extent expressly permitted by applicable law (and then only upon advance notice to us);
- (m) remove or obscure any proprietary or other notices contained in any products, services or features of the EandoX Software ;
- (n) use the EandoX Software , including any data or other content, for competitive analysis or to build competitive products or services;
- (o) altering, defacing, or otherwise causing any unauthorized or unapproved modification of any third party system, website, data or network;
- (p) publicly disseminate information regarding the performance of the EandoX Software ; or
- (q) allow, encourage or assist any User or third party to do any of the foregoing.

4.10 Audit right, etc. We reserve the right to audit, test and investigate your use of and access to the EandoX Software to measure compliance with the foregoing. We further reserve the right (but not the obligation) to remove or edit content posted or otherwise made available by you, but we do not regularly review such content.

5. Privacy and cookies

5.1 Privacy policy. We collect certain Personal Information about you and your Users in connection with your and your Users’ creation of User Accounts for the EandoX Software and otherwise in connection with these Terms in accordance with our [Privacy Policy](#), which you acknowledge and accept. ***If you have any reservations or any concerns about this or any matter stated in***

our Privacy Policy, you should not access or use any of our EandoX Software and not accept these Terms.

5.2 Cookies. When you access our products, services or features of the EandoX Software you are given the option to agree/consent to cookies including cookies we place (first party cookies) and third party cookies. You can limit or disable cookies on your browser as you see fit. You agree that should you do so, certain aspects of the EandoX Software may be unavailable to you, and that we are not responsible for any adverse effects arising from your browser or other computer or mobile settings. Where applicable, you agree that you are responsible for adhering to all laws, policies, and other regulations in your relevant jurisdiction(s), including but not limited to all laws requiring that cookie use must be disclosed. We disclaim all liability in this area.

6. Account integrity

6.1 Credentials, etc. You acknowledge and agree that you will not reveal and that you are fully responsible for maintaining the confidentiality of passwords associated with your, and any of your User's, User Account and, accordingly, that you will be solely responsible for all activities that occur under such User Accounts. Without prejudice to the foregoing, you specifically agree that you will (i) use all reasonable efforts to prevent unauthorized access to or use of the EandoX Software; (ii) promptly notify us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your, or any of your User's, User Account, including any loss, theft, or unauthorized disclosure or use of a username, password; (iii) not permit any third party to access or use your username or password for the EandoX Software; and, (iv) not share, transfer or otherwise provide access to an account designated for you or any of your Users to another person. You further agree that your, and any of your User's, User Account profile information will be truthful.

7. Generic Data

7.1 Origin of the Generic Data. You acknowledge and agree that our database of Generic Data included in the EandoX Software originates from a variety of sources, including third party sources. We disclaim all liability in respect of Generic Data and your use thereof.

7.2 No obligation to provide or review Generic Data. You acknowledge and agree that we have no obligation to provide or host any Generic Data or other specific content on the EandoX Software as part of the EandoX Software. We further reserve the right, but do not undertake any obligation, to pre-screen, review, flag, filter, modify, refuse or remove any or all Generic Data or other content.

8. Proprietary rights

8.1 Your intellectual property rights. You retain all right, title and interest, including all Intellectual Property Rights, in and to (i) your Customer Data or Supplier Data (as applicable), (ii) any LCIA results and EPDs generated based on such Customer Data or Supplier Data (as applicable), and (iii) any LCIA results and EPDs generated based on Generic Data used by you in respect of any Company Product or Supplier Product (as applicable).

8.2 Our right to improve our Generic Data. You acknowledge and accept that we may use your LCIA results and EPDs, as well as any of your Published Data, within the EandoX Software for the purpose of improving and expanding our data base of Generic Data. For example, that an anonymized chair type generally has a certain climate footprint. Any such Generic Data, including any copyrights, will belong to us meaning, inter alia, that we may alter, modify, license, sell and make available such Generic Data to other customers and users of the EandoX Software during your subscription term and thereafter.

- 8.3 Our intellectual property rights. The EandoX Software, including our Generic Data, are made available on a limited access and use basis as expressly set forth in these Terms, and no ownership right is transferred or otherwise conveyed to you, irrespective of any use of terms such as “purchase” or “sale”. We and our licensors have and retain all right, title and interest, including all Intellectual Property Rights, in and to the EandoX Software, including Generic Data, and any and all underlying technology and software, including any modifications and derivative works of the foregoing, as well as any documentation of the foregoing (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- 8.4 Feedback. You may freely choose to submit comments, suggestions, ideas or other feedback relating to the EandoX Software. We may in connection with the EandoX Software and any of our products, services or features contained in the EandoX Software freely use, copy, disclose, license, distribute and exploit any such feedback received from you in any manner without any obligation, royalty or restriction based on Intellectual Property Rights or otherwise. No such feedback will be considered your confidential information, and nothing in these Terms limits our right to independently use, develop, evaluate, or market products or services incorporating such feedback or otherwise.
- 8.5 Confidentiality. You acknowledge and agree that the EandoX Software may contain information which is designated confidential by CarbonZero (and as the case may be by third party(ies) including Affiliates) and that you shall not disclose such information at all or at the very least without CarbonZero’s prior express written consent.
- 8.6 Trademarks. Nothing in these Terms or your use of the EandoX Software, gives you a right to use any of CarbonZero’s or any Affiliate’s trade names, trademarks, service marks, logos, domain names or other distinctive brand features, unless otherwise expressly agreed in writing with CarbonZero. Misuse or unauthorised use of the foregoing shall constitute a breach of these Terms.
- 8.7 Your responsibility for uploaded data/content. You acknowledge and agree that you are solely responsible for (i) any data and other content uploaded by you or your Users, including the consent of any third party holding any rights, title or interest (including any Intellectual Property Rights) in and/or to any such data or content, with the exclusion of Generic Data, and (ii) to the rights granted by you to CarbonZero and its Affiliates as set out in section 8.8 below.
- 8.8 Our rights to data/content. We do not claim any ownership rights in any Intellectual Property Rights that you hold in your Customer Data or Supplier Data (other than for Generic Data). Subject to these Terms, and solely to the extent necessary to provide the EandoX Software to you, you grant us a worldwide, limited license to access, use, process, copy, distribute, perform, export and display your Customer Data or Supplier Data (as applicable), which right includes, for avoidance of doubt, a right for us to access, view and share Customer Data and Supplier Data with Accredited Verifiers in our reporting format upon your request. Solely to the extent that reformatting your data/content for display in the EandoX Software constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. We may also access your accounts and User Accounts with User permission in order to respond to your support requests. Nothing in these Terms prevents us from disclosing your data/content to the extent required by law, subpoenas or court orders, but we will use commercially reasonable efforts to notify you where permitted to do so.
- 8.9 No infringement. You further acknowledge and agree that you are solely responsible for (and that CarbonZero has no responsibility to you or to any third party for), and that you represent and warrant, that there will be no infringement and/or claims of infringement from you or any third party in relation to your, or your Users’ upload of data/content, including the grant of rights set out above, and that you are solely responsible for the consequences, including any

loss or damage, which CarbonZero, its Affiliates or any other third party may suffer in relation to such upload of data/content and/or grant of rights.

9. External websites, Third-Party Applications, etc.

- 9.1 External websites. The EandoX Software and data/content may include hyperlinks to other websites, content or resources for example links to third-party websites. CarbonZero has no control over any of these websites, their availability or any content or resources which are not provided by CarbonZero. We do not endorse or make any representations about external links and websites or any material found there or any results that may be obtained from using them.
- 9.2 Third Party Applications. You acknowledge and agree that we may use/permit the use of Third-Party Applications or other software which integrate with the EandoX Software, and that such applications or software are subject to their own terms of use and privacy policies.
- 9.3 No liability. You acknowledge and agree that CarbonZero is not responsible for the availability of any external websites, any Third Party Application, content or resources, and is not liable for any loss or damage which may be incurred by you as a result of the availability of those external websites, applications, content or resources, or as a result of any reliance placed by you on such websites, applications, content or resources.
- 9.4 Certain access by applications/solutions. You acknowledge and agree that your access and use of certain applications and solutions that form part of the EandoX Software, may result in those applications/solutions gaining access to certain parts of your User Account information and other information including (but not limited to) your own systems and files. This will only be where you agree to such access for specific purposes and to help you enjoy the full benefit of the application/solution. You acknowledge and consent to this or any similar access in such circumstances when using the EandoX Software.

10. Term and termination

- 10.1 Term. These Terms enter into force on the Effective Date and will continue in force thereafter until terminated by either you or CarbonZero as set out below.
- 10.2 Termination of Subscription Plan. Unless either party terminates your Subscription Plan at least three months in advance of the expiration of the current subscription term of your Subscription Plan, the subscription term will automatically renew as set forth in Section 15.2 below. Timely termination of your Subscription Plan means that you will not be charged for the next billing period, but you will not be entitled to any refunds or credits for amounts that have already been charged.
- 10.3 How you provide termination notice. If you want to terminate these Terms you may do so by providing notice to CarbonZero at info@eandox.com or otherwise through the means we designate. Please note however that you can stop using the EandoX Software at any time without giving notice to CarbonZero.
- 10.4 Our termination right. CarbonZero may, at its sole discretion, at any time and for any reason, including a period of account inactivity, terminate these Terms and/or your and your Users' use of the EandoX Software and/or suspend or terminate your and your Users' User Accounts.
- 10.5 Termination for cause. Either party may terminate a Subscription Plan for the EandoX Software, if the other party (i) fails to remedy any material breach of these Terms within thirty (30) days after notice; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within

sixty (60) days thereafter). If you rightfully terminate a Subscription Plan for cause, we will refund you any prepaid fees covering the remainder of the then-current subscription term after the effective date of termination. If we terminate a subscription for cause, you will pay any unpaid fees covering the remainder of the then-current subscription term after the effective date of termination. Furthermore, if the use of our rights under Section 4.7 would result in the cessation of a product, service or feature of the EandoX Software during a subscription term without replacing such service with a reasonably acceptable alternative, you are eligible to terminate the Subscription Plan for the EandoX Software for cause in accordance with the foregoing.

- 10.6 Effect of termination. Upon termination of these Terms for any reason, you must immediately cease using the EandoX Software. In the event of termination, your and your Users' User Accounts will be disabled, and you may not be granted access to your User Account or any files or other content contained in your User Account although residual copies of information may remain in our system. However, upon your request we may provide a copy of your Customer Data or Supplier Data (as applicable) during a period of up to 90 days from termination. In no event will termination relieve you of your obligation to pay any fees payable to us for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in these Terms, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under these Terms, by law or otherwise.
- 10.7 Survival. The following provisions will survive any termination or expiration of these Terms: Section 4.9 (Restrictions), Section 4.10 (Audit right), Section 8 (Proprietary rights), Section 10.6 (Effect of termination), Section 10.7 (Survival), Section 11 (Indemnity), Section 12 (Exclusion of warranties), Section 13 (Limitation of liability), Section 15 (as regards our right to payment of fees) Section 16 (General provisions) and Section 17 (Disputes, governing law and jurisdiction).

11. Indemnity

Your indemnity obligation. You agree to hold harmless and indemnify CarbonZero, its Affiliates, other franchisee's, partners, subsidiaries and each of their respective directors, officers, agents, and employees from and against any third party claim arising from or in any way related to your, or any of your Users, use of the EandoX Software, any Customer Data, Supplier Data, Generic Data, LCI Data, LCIA results or EPD (as applicable), as well as any violation of these Terms or any other actions (or adverse consequences) connected with any such use, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, and without prejudice to the scope of this indemnity, we will provide you with written notice of such claim, suit or action. We shall have the right to participate, at our own expense, in the defense of any claim and you shall not agree to any settlement of any claim as set out above without our prior written consent.

12. EXCLUSION OF WARRANTIES

- 12.1 NOTHING IN THESE TERMS, INCLUDING THIS SECTION 12, SHALL EXCLUDE OR LIMIT CarbonZero'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 12.2 YOU ARE EXPRESSLY AWARE, ACKNOWLEDGE AND AGREE THAT YOUR (AND YOUR USERS) USE OF THE EANDOX SOFTWARE IS AT YOUR SOLE RISK AND THAT THE EANDOX SOFTWARE AND ALL ITS ASSOCIATED CONTENT, INCLUDING GENERIC DATA, LCIA RESULTS AND EPD, ARE PROVIDED "AS IS" AND "AS AVAILABLE".

- 12.3 IN PARTICULAR, CarbonZero, ITS AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (i) YOUR (AND YOUR USERS) USE OF THE EANDOX SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) YOUR USE OF THE EANDOX SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; (iii) ANY INFORMATION OBTAINED BY YOU (OR ANY OF YOUR USERS) AS A RESULT OF YOUR (OR YOUR USERS) USE OF THE EANDOX SOFTWARE WILL BE ACCURATE OR RELIABLE, INCLUDING AS REGARDS GENERIC DATA, LCIA RESULTS AND EPD (INCLUDING ANY UNDERLYING CLIMATE DATA CALCULATIONS); (iv) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE EANDOX SOFTWARE WILL BE CORRECTED; (v) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU IN RELATION TO THE EANDOX SOFTWARE WILL MEET YOUR EXPECTATIONS; (vi) THAT THE EANDOX SOFTWARE AND ALL OF ITS ASSOCIATED CONTENT WILL REMAIN UNCHANGED; OR (vii) THAT WE WILL STORE ARCHIVE OR OTHERWISE PRESERVE YOUR INFORMATION.
- 12.4 ANY MATERIAL, INCLUDING BUT NOT LIMITED TO ANY GENERIC DATA, LCIA RESULTS, EPD AND/OR OTHER CONTENT, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE EANDOX SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.
- 12.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU (OR ANY OF YOUR USERS) FROM CarbonZero OR THROUGH OR FROM THE EANDOX SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
- 12.6 CarbonZero FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 12.7 YOU ARE AWARE, ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION IN RELATION TO THE EANDOX SOFTWARE , INCLUDING ANY USE OF GENERIC DATA, LCIA RESULTS AND EPD, IS TO CEASE USING THE EANDOX SOFTWARE .
- 12.8 CarbonZero DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, DOES NOT SUPPORT AND DO NOT ACCEPT ANY RESPONSIBILITY FOR THE ACTIONS ERRORS OR INACTIONS OF ANY THIRD-PARTY WEBSITES OR APPLICATIONS (OR THE CONTENT THEREOF).

13. LIMITATION OF LIABILITY

- 13.1 SUBJECT TO THE OVERALL PROVISION IN SECTION 12.1 ABOVE, YOU ARE EXPRESSLY AWARE, ACKNOWLEDGE AND AGREE THAT CarbonZero, ITS AFFILIATES, SHAREHOLDERS, PARTNERS AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:
- (a) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU (OR ANY OF YOUR USERS), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; RESULTING FROM:(i) THE USE OR THE INABILITY TO USE THE EANDOX SOFTWARE, INCLUDING ANY GENERIC DATA, LCIA RESULTS, EPD AND/OR OTHER CONTENT; (ii) ANY DEFECT OR INACCURACY IN THE EANDOX SOFTWARE OR ITS ASSOCIATED CONTENT, INCLUDING BUT NOT LIMITED TO ANY GENERIC DATA, LCIA RESULTS, EPD AND/OR OTHER CONTENT, REGARDLESS OF THE ORIGIN OF SUCH DEFECT OR INACCURACY (INCLUDING FROM DEFECTS OR INACCURACIES IN UNDERLYING CLIMATE DATA CALCULATIONS); (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR (OR YOUR USERS) TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY OTHER THIRD PARTY ON THE EANDOX SOFTWARE; (v) ANY OTHER MATTER RELATING TO THE EANDOX SOFTWARE AND/OR ITS ASSOCIATED CONTENT, INCLUDING BUT NOT LIMITED TO ANY GENERIC DATA, LCIA RESULTS, EPD AND/OR OTHER CONTENT; OR (vi) ANY OF THE ABOVE RELATING TO THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF); OR
- (b) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU (OR ANY OF YOUR USERS), INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (i) ANY RELIANCE

PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING OR RESULTS FROM THE EANDOX SOFTWARE, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY; (ii) ANY CHANGES WHICH CarbonZero MAY MAKE TO THE EANDOX SOFTWARE , OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE EANDOX SOFTWARE (OR ANY PRODUCTS, SERVICES OR FEATURES WITHIN THE EANDOX SOFTWARE); (iii) THE TERMINATION OF THESE TERMS AND/OR YOUR (OR YOUR USERS) USE OF THE EANDOX SOFTWARE OR THE SUSPENSION OR TERMINATION OF YOUR (OR ANY OF YOUR USERS) ACCOUNT; (iv) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR (OR ANY OF YOUR USERS) USE OF THE EANDOX SOFTWARE; (v) YOUR (OR ANY OF YOUR USERS) FAILURE TO PROVIDE CarbonZero WITH ACCURATE ACCOUNT INFORMATION; (vi) YOUR (OR ANY OF YOUR USERS) FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL; OR (vii) ANY OF THE ABOVE RELATING TO THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF).

13.2 THE LIMITATIONS ON CarbonZero'S LIABILITY TO YOU IN SECTION 13.1 ABOVE SHALL APPLY WHETHER OR NOT CarbonZero HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

13.3 SHOULD CarbonZero, AS A RESULT OF THE OVERALL PROVISION IN SECTION 12.1 ABOVE OR OTHERWISE, BE DEEMED LIABLE UNDER THESE TERMS, SUCH LIABILITY SHALL IN ANY EVENT BE LIMITED TO THE HIGHER AMOUNT OF (A) THE AMOUNT ACTUALLY PAID BY YOU TO US UNDER THESE TERMS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM AND (B) US\$1,000.

14. Changes/updates to the EandoX Software and these Terms

14.1 Changes/updates to the EandoX Software. The products, services and features of the EandoX Software may change or be updated from time to time in whole or in part. Any changed or new product, service or feature of the EandoX Services available shall be deemed to be governed by these Terms except where expressly stated otherwise.

14.2 Changes/updates to these Terms. We work constantly to improve our EandoX Software and develop new products, services and features to make our EandoX Software the best they can be as well as take into account applicable laws. As a result, we may need to update or supplement these Terms, the SLA, the Privacy Policy and our Cookies Statement from time to time to accurately reflect our EandoX Software and practices or for other important reasons including to comply with applicable law. If we make changes to these Terms we will notify you either through the EandoX Software or, at our discretion, in whichever appropriate way we deem fit. If you object to or disagree to any changes within 30 days from our notice, you may terminate your Subscription Plan within 30 days from our notice in which case these Terms (without the notified changes) will apply for the remainder of the then-current term of your Subscription Plan. If you do not object or disagree within the prescribed time according to the foregoing, you will be deemed to have consented to the changed/updated Terms on the date and time when they become effective.

15. Subscription term, renewals, payments, etc.

15.1 Subscription term. Except as otherwise specified in your Order, the EandoX Software under a Subscription Plan are offered on an annual (12 months) subscription term basis as from the Effective Date for the applicable Order. If you are a Supplier, your access to and use of the EandoX Software as regards Supplier Products is conditioned upon the inviting Customer having an active Subscription Plan sufficient for such access and use.

15.2 Renewals. Unless either party terminates your Subscription Plan at least three months in advance of the expiration of the current subscription term of your Subscription Plan, your Subscription Plan will automatically renew for another subscription term of a period equal to

your initial subscription term. All renewals are subject to the applicable products, services and features of the EandoX Software continuing to be offered and will be charged at the then-current rates.

- 15.3 Adding of seats, features, etc. You may, as applicable, increase seats, add features or services, including but not limited to the EPD module, or otherwise (as applicable) increase your use of the EandoX Software under a Subscription Plan by placing a new Order or modifying an existing Order. Unless otherwise specified in the applicable Order, we will charge you for any increased use at our then-current rates, prorated for the remainder of the then-current subscription term of the Subscription Plan. Any decreased use will apply and be charged as from the next subscription term of the Subscription Plan at our then-current rates. Additional features and services may be subject to policies and additional terms as specified in the applicable Order.
- 15.4 Fees. You will pay all fees in accordance with each Order and Customer Contract, by the due dates and in the specified currency. You acknowledge and agree that your failure to pay these fees, or remedy any non-payment of the same, will result in lack of access to or termination of the EandoX Software. We may, from time to time and at our sole discretion, decide to introduce or apply further fees and charges for certain products, services, features or parts of the EandoX Software under a Subscription Plan. If and when we do this, we will notify you in advance.
- 15.5 Payment and payment partners. You agree that we may charge your credit card or other payment method for each Order and renewals, increased use, expenses and unpaid fees, as applicable. Payment for any renewal terms of your Subscription Plan shall be made in advance of the renewal term or as instructed on our invoice applying 30 days' payment term (as applicable). You are required to enter payment details including a billing address and, unless other payment method has been agreed, credit card number to pay for any Subscription Plan for the EandoX Software. You agree that we and/or our third-party payment providers and processors may process, collect and store all or any part of your payment details on our behalf or as needed so that payment is made smoothly. You further agree that we may share your payment details with any such third-party payment providers and that we may change our third-party payment provider and/or payment processor at any time for any reason.
- 15.6 Overdue payments and right to suspend. If you have overdue payments or if the credit or payment card you provide expires and/or you do not update your payment details or cancel your Subscription Plan, you authorize us to suspend your (and your Users) access to the EandoX Services until your overdue payment has been paid or payment details have been updated. You agree to reimburse us, where applicable, for all collection costs and interest for any overdue amounts in accordance with applicable laws. For the avoidance of doubt, any suspension of your access to the EandoX Software will not prolong the term under your Subscription Plan.
- 15.7 Non-refundable. Other than as expressly set forth these Terms or Customer Contract, all amounts are non-refundable, non-cancelable and non-creditable.
- 15.8 Taxes excluded and no withholding. All fees under your Subscription Plan and these Terms are exclusive of value-added tax, sales tax, customs duties, or similar taxes or imposts, including withholding taxes, and shall be paid by you without deduction therefrom. You shall pay all such taxes or duties in addition to any fees owed to us, except taxes based on our net income, and reimburse us if we are required to pay any such taxes or duties.

16. General provisions

- 16.1 Entire agreement. You acknowledge and agree that these Terms constitute the entire agreement and understanding between you and CarbonZero relating to the subject matter hereof (but excluding any services which CarbonZero may provide to you under a Customer Contract or other separate written agreement) and supersedes all written or oral commitments, undertakings and agreements which have preceded these Terms.
- 16.2 Amendments. Except as set forth in Section 14 (Changes/updates to the Services and these Terms) above, you acknowledge and agree that any amendment, change or modification of these Terms may only be made by a written agreement between the parties.
- 16.3 No waiver. You acknowledge and agree that in no event shall any delay, failure or omission of CarbonZero in enforcing, exercising or pursuing any right, claim or remedy under these Terms be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing.
- 16.4 Partial invalidity. If any court of law, having the jurisdiction to decide on this matter, finds that any provision of these Terms (or the application thereof) shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and the remaining provisions of these Terms shall continue in full force and effect.
- 16.5 Notices. You are aware, acknowledge and agree that CarbonZero may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on or through the EandoX Software. The English language shall be the governing language in your relationship with CarbonZero.
- 16.6 Third-party beneficiaries. You are aware, acknowledge and agree that each member of the group of companies of which CarbonZero is the parent and as appropriate, any Affiliate, are intended third party beneficiaries of these Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of these Terms which confers a benefit on (or rights in favor of) them. Except as otherwise expressly provided in these Terms, there shall be no other third-party beneficiaries to these Terms.
- 16.7 Assignment. You shall not be entitled to assign your rights and/or obligations under these Terms without CarbonZero's prior written consent. CarbonZero shall be entitled to assign its rights and/or obligations under these Terms without your prior written consent.

17. Disputes, governing law and jurisdiction

- 17.1 General. We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it is useful to know up front where it can be resolved and what laws will apply.
- 17.2 Domicile outside the United States of America. If you are domiciled outside United States of America and you are entering into these User Terms with CarbonZero AB, you and CarbonZero agree that these Terms, and your relationship with CarbonZero under these Terms, shall, to the maximum extent permitted by applicable mandatory law in your jurisdiction, be governed by and construed in accordance with the substantive laws of Sweden without giving effect to the choice of law principles thereof. Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be settled by a Swedish court of general jurisdiction and the Malmö District Court (*Sw. Malmö tingsrätt*) shall be the court of first instance.
- 17.3 Domicile in the United States of America. If you are domiciled in United States of America, and you are entering into these Terms with Bimobject Inc., you and Bimobject Inc. agree that the

laws of the State of Missouri, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to these Terms and/or the Services. You and Bimobject Inc. both agree that all claims and disputes can be litigated only in the federal or state courts in Missouri, USA, and you and Bimobject Inc. each agree to personal jurisdiction in those courts.

- 17.4 Injunctive relief. Notwithstanding the above you acknowledge and agree that CarbonZero shall always be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction and through any court of competent jurisdiction.