

End User Licence Agreement (EULA) for ecoinvent Database (Yearly Licence)

Version 1.0 / 26 November 2015

Preamble

This **EULA** stipulates a contract between **ecoinvent** and you as an individual or legal person as **Licensee**.

Please read this **EULA** carefully before accessing and using any version of the **ecoinvent Database** or any **ecoinvent Dataset**.

By downloading, installing or using any **ecoinvent Database** or using any **ecoinvent Dataset**, **Licensee** agrees to be bound by the terms of use of this **EULA**.

If you do not accept this **EULA**, you are NOT granted the right to use the **ecoinvent Database** or any **ecoinvent Dataset** except those in the free part of the database for which no licence fee is due.

§ 1 Definitions

The following defined terms capitalised and printed in bold letters shall have the same meaning in singular as well as in plural:

ecoinvent Database means the database containing **ecoinvent Datasets**. The **ecoinvent Database** covers any version of the database to which the **Licensee** has access.

ecoinvent Dataset means four (4) sets of data: undefined unit process, linked unit process, life cycle inventory (LCI) data and life cycle impact assessment (LCIA) results in the **ecoinvent Database**, each representing the environmental data for a specific human activity, in whatever form (electronic, paper) they may be accessed by the Licensee.

ecoinvent means ecoinvent Association, an association founded by five Swiss research institutes as association according to Art. 60 ff. of the Swiss Civil Code (in German: "Verein"), having its registered office in Zurich, Switzerland. **ecoinvent** is hereinafter also referred to as **Licensor**.

End User means any individual or legal person being granted full access to **ecoinvent Database** via the **Reseller Software**.

EULA means End User Licence Agreement of any version of the **ecoinvent Database** or any **ecoinvent Dataset**.

Guest User means any individual or legal person being granted direct but only limited access to **ecoinvent Database**, namely to the undefined unit process, via the website of **ecoinvent**.

LCA means Life Cycle Assessment.

Licence Fee means the price to be paid for the access to, and use of, the **ecoinvent Database** or **ecoinvent Dataset** that is stipulated in the price list valid at the time of the order by the Licensee, or subject to an individual written agreement between **Licensor** or **Reseller** and the **Licensee** regarding the price.

Licensee means **End User** and **Guest User**.

Licensor shall have the meaning set forth in the definition of **ecoinvent**.

Parties means jointly **Licensor** and **Licensee**.

Reseller means a supplier of **LCA Software** to whom **ecoinvent** has commissioned a sub-licensing right of the **ecoinvent Database**.

Reseller Software means **Reseller's LCA** software into which the **ecoinvent Database** has been integrated.

Studies and Reports means copyrightable materials.

Term shall have the meaning set forth in section §11(1).

Yearly Licence means the licence granted under this **EULA** for the **Term**.

§ 2 Scope and Licence

1. This **EULA** shall apply to all contractual relationships in which a **Licensee** acquires a licence for the use of the **ecoinvent Database** or any **ecoinvent Dataset** directly from **Licensor** or via a **Reseller**.
2. Subject to the terms of use set forth in this **EULA**, **Licensor** grants for the **Term** a non-exclusive, non-transferable, (notwithstanding the **Term**) revocable, and royalty-bearing right to access and use the **ecoinvent Database**. Thereby, **End User** shall have full access and use right to the **ecoinvent Datasets** via the **Reseller Software** whereas **Guest User** shall only have access and use right to **undefined unit process** via **ecoinvent's** website.
3. Unless agreed otherwise between the Parties, **Licensee** is not granted a sub-licensing right.
4. **Licensor** has no obligation to make available to **End User** any subsequent versions of an **ecoinvent Database**.

§ 3 Licence Fees

1. **Licensee** shall pay the **Reseller** the **Licence Fee**.
2. The **Licence Fee** is non-refundable.
3. After receipt of the **Licence Fee**, login and password will be sent to **Licensee**, allowing **End User** full access to the **ecoinvent Database** in the **Reseller Software** and **Guest User** access to the **undefined unit process** through the **ecoinvent** website.

§ 4 Login

1. The **Licensee** shall keep the login and password confidential and shall not disclose them to any third party. Login and passwords may be changed by **Licensor** at any time and the new login and password are communicated to **Licensee**.

§ 5 Ownership and Intellectual Property Rights

1. The **ecoinvent Database** is solely owned by **Licensor** or its data suppliers, as the case may be. The **ecoinvent Database** is only licensed, not sold.

2. The **ecoinvent Database** is protected by national and international laws, such as copyright laws, database rights and/or treaties. **Licenser** reserves all intellectual property rights.

§ 6 Restrictions of use

1. The use of a **Yearly Licence** is bound and limited to one workstation (i.e. workstation-bound license).
2. **End User** is granted unlimited access to the **ecoinvent Database** only through the **Reseller Software**. After the **Term** the **End User** undertakes to irrevocably delete the **ecoinvent Database** from the workstation(s).
3. **Guest User** is only granted limited access to the ecoinvent Database through the ecoinvent website.
4. **Licensee** is not entitled to publish or make available to others derivative databases or datasets or database-like products using all or any portion of the **ecoinvent Database** or **ecoinvent Dataset**, or any derivation thereof. Publication of individual datasets and results are permitted within the scope of **Studies and Reports** provided that this does not violate the legitimate business interests of the **Licenser**.
5. **Licensee** is not entitled to reproduce, disseminate or publicly display any significant portions of the **ecoinvent Database** or the **ecoinvent Datasets**.
6. **Licensee** is not entitled to sell, rent, lease, loan, distribute, export, import, act as an intermediary or provider, or grant any kind of licence rights to third parties with regard to the **ecoinvent Database**, the **ecoinvent Dataset** or any portions thereof. **Studies and Reports** are exempted from this sub-section 6.
7. **Licensee** is not entitled to undertake, cause, permit or authorize the modification, translation, reverse engineering, decompiling, disassembling or hacking of the **ecoinvent Database**, the **ecoinvent Dataset** or any part thereof except to the extent required by mandatory law.
8. **Licensee** is not entitled to assign the **ecoinvent Database** or the **ecoinvent Dataset** as a whole or any portions thereof to any third party.

§ 7 Limitation of Liability

1. To the extent permitted by applicable law, **Licenser** disclaims any and all liability for direct damages and/or indirect damages (e.g. consequential damages, loss of income, business or profit, reputation) occurring under this **EULA**.
2. To the extent permitted by applicable law, any and all liability for **Licenser's** auxiliary persons is herewith excluded.

§ 8 Representations and Warranties

1. **Licenser** represents the operability of the currently available version of the **ecoinvent Database** and the specifications in the data quality guideline.
2. Subject to § 8(1), the **ecoinvent Database** is provided "as is". It is within the responsibility of **Licensee** to verify and to assess the validity and integrity of the **ecoinvent Database** prior to its use, and to decide whether or not it fits for the intended use. **Licensee** uses the **ecoinvent Database** or any **ecoinvent Dataset** at her own risk. **Licenser** disclaims any and all representations and warranties, expressed or implied, of the **ecoinvent Database** including, but without limitation, merchantability, fitness for any particular purpose, accuracy,

completeness, correctness, infringement of third party intellectual property rights, breach of data use obligations or restrictions, or that the **ecoinvent Database** will be available without interruption.

3. **Licenser** has made commercially reasonable efforts to reduce **ecoinvent Datasets** being subject to the rights of third parties. However, **Licenser** expressly disclaims any representation that **ecoinvent Datasets** are not subject to the rights of third parties. **Licensee** shall notify **Licenser** immediately and in writing if any third party should assert an infringement claim against **Licensee** in connection with the **ecoinvent Database**.
4. In case of programming errors (e.g. technical corruption) limiting the usability of the currently available version of the **ecoinvent Database**, the warranty period shall be one year after purchase of a licence. In the event of a warranty claim, **Licensee's** sole remedy for the programming error is, at **Licenser's** sole discretion, programming fixes, updates and upgrades, work-around or replacement of the **ecoinvent Database**.

§ 9 Return

1. The exchange or the return of **ecoinvent Database** or any **ecoinvent Dataset** to **ecoinvent** are generally not possible and never possible whenever the data have already been accessed. Only in exceptional cases and after prior written approval by **ecoinvent** shall it be possible to return the already ordered **ecoinvent Database** or any **ecoinvent Dataset**. In case **ecoinvent Database** or any **ecoinvent Dataset** have been ordered specifically for the **Licensee**, as well as custom-configured systems are excluded from any right of return.
2. In case **ecoinvent** agrees on returning any **ecoinvent Database** or any **ecoinvent Dataset**, such return will be at **Licensee's** own risk and expenses within a maximum of ten (10) days after the Licensee will have received the first order confirmation from ecoinvent. **ecoinvent Database** or any **ecoinvent Dataset** must be sent with the received confirmation of the data key. When returning **ecoinvent Database** or any **ecoinvent Dataset** the **Licensee** must expect a complete loss of the **ecoinvent Database** or any **ecoinvent Dataset**. **ecoinvent** assumes no liability for damages resulting from such loss.

§ 10 Changes

a) EULA

1. **Licenser** reserves the right at its discretion to change, modify, add or remove terms of use of this **EULA** at any time.
2. Any change, modification, addition or removal of the terms of use of this **EULA** shall be notified to **Licensee's** e-mail address known to **Licenser** and/or to **Reseller**. As of such notification, **Licensee** shall have a thirty (30) day notice period to deny such new terms and terminate the **EULA** to the following e-mail addresses:
 - to the **Reseller's** e-mail address if **Licensee** has an agreement with the **Reseller**, and/or
 - to **support@ecoinvent.org** if **Licensee** accesses the **ecoinvent Database** directly via the **ecoinvent** website.
3. After expiry of the thirty (30) day notice period, login to the **ecoinvent Database** or **ecoinvent Dataset** shall only be granted to **Licensees** who have accepted the new terms.

b) ecoinvent Database

4. The **ecoinvent Database** and/or **ecoinvent Dataset** may change from time to time. **Licensee** acknowledges and agrees that **ecoinvent** may update (e.g. add features or functions to) the **ecoinvent Database** and/or **ecoinvent Dataset** with or without notifying **Licensee**. **Licensee** may need to update third party software from time to time in order to access and use the **ecoinvent Database**.
5. Scheduled offline periods are necessary to maintain and update the **ecoinvent Database**. These may be announced in advance.

§ 11 Term and Termination

1. The term of the licence granted hereunder is one (1) year after the first access according to §2(2) herein.
2. **Licensee** shall have a termination right according to §10(a) (2).
3. Notwithstanding section §11(1), **Licensor** may terminate this **EULA** at any time without consent of **Licensee** with three (3) month notification period.
4. Notwithstanding section §11(1), **Licensor** may terminate this **EULA** with immediate effect if **Licensee** fails to comply with any terms of this **EULA**. In such event, **Licensee** must irrevocably delete all copies of the provided **ecoinvent Database** or any **ecoinvent Dataset**.

§ 12 General Provisions

1. If any provision of this **EULA** is or becomes invalid or unenforceable, the validity or enforceability of any other provision of this Agreement shall not be affected. Instead of an invalid provision, a valid provision shall be deemed to be agreed which comes economically closest to what the Parties intended; the same applies in the case of an omission.
2. **ecoinvent** may assign or delegate this **EULA**, in whole or in part, to any person or entity at any time with or without **Licensee's** consent. **Licensee** may not assign or delegate any rights or obligations under this **EULA** without **ecoinvent's** prior written consent, and any unauthorized assignment and any delegation by **Licensee** shall be null and void.
3. Any general terms and conditions of **Licensee** are explicitly excluded.
4. This **EULA** is subject exclusively to Swiss law, without regard to the conflict of law principles.
5. Disagreements regarding the interpretation of this **EULA** or other disagreements between the Parties, regarding the above-described scope, shall be settled amicably first. In case no amicable settlement is reached, the disputes arising out of, or in connection with, this **EULA** shall be brought exclusively before the competent court of the city of Zurich.

Zurich, 24 November 2015

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY DOWNLOADING OR INSTALLING OR USING THE ECOINVENT DATABASE AND/OR DATASET, AND/OR BY TICKING THE EULA ACCEPTANCE BOX, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO LICENSER THE RIGHTS SET FORTH HEREIN.