

End User Licence Agreement (EULA)

1 Preamble

This EULA represents a contract between the EXIOBASE consortium, legally represented by Netherlands Organization for Applied Scientific Research TNO and you as an individual or legal person as end user.

Please read this EULA carefully before using any version of EXIOBASE products.

By downloading, installing or using any EXIOBASE product, end user agree to be bound by the terms of use of this EULA.

If you do not accept this EULA, you are NOT ALLOWED to use the EXIOBASE product.

2 Definitions

The following defined terms and expressions shall have the same meaning in singular as well as in plural:

EULA means this End User Licence Agreement of any version of the EXIOBASE product.

EXIOBASE Consortium means the interdisciplinary consortium of the Norwegian University of Science and Technology (NTNU), the Netherlands Organisation for Applied Scientific Research TNO, Sustainable Europe Research Institute (SERI), the Institute of Environmental Sciences of Universiteit Leiden (CML), 2.-0 LCA Consultants and Vienna University of Economics and Business / Institute for Ecological Economics. The EXIOBASE Consortium is hereinafter referred to as Licensor.

EXIOBASE product means global, detailed Multi-regional Environmentally Extended Supply and Use / Input Output (MR EE SUT/IOT) files. The EXIOBASE product covers any version of a product that the end user has access to, either as sample files or as files for purchase.

End user represents an individual or legal person using the EXIOBASE product as a single user on an individual computer.

End user is hereinafter referred to as Licensee.

Licensor and Licensee are hereinafter referred to individually as Party and collectively as Parties.

3 Scope of this EULA and subject matter

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10 Liability

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3. Licensee indemnifies Licensor against any claim of third parties due to the use of the EXIOBASE product.
4. Licensee must assume the entire risk of using the EXIOBASE product.

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6. In case of programming errors (e.g. technical corruption) limiting the usability of the currently available version of the EXIOBASE product, the warranty period shall be one year after purchase of a licence.
7. There is no helpdesk support. Comments and suggestions for improvement are appreciated.

12 Severability Clause

1. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the validity or enforceability in that jurisdiction or any other provision of this Agreement shall not be affected. The concerned provision is superseded in accordance with the legal laws.
2. 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.

13 Changes of this Agreement

1. Licensor 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 must be notified to Licensee as soon as possible. Such notification will be done by announcement on the EXIOBASE website in combination with the next use of the EXIOBASE product.
3. Licensee will have to agree on such change, modification, addition or removal of the terms of use of this EULA before use of the latest version of the EXIOBASE product will be allowed again. In case of a missing renewed consent by Licensee, any further use of the EXIOBASE product will be automatically denied without any right of compensation or reimbursement of payment being due.
4. In case of modifications and changes of any national or international legal framework having compulsory effect on this EULA as well as on the provision of any contractual duties, rights and services formerly negotiated between Licensor and Licensee, Licensor shall be allowed to change this EULA without explicit consent of Licensee.

14 Termination

1. Licensor reserves the right to terminate this EULA at any time without consent of Licensee. Termination shall automatically become effective one month after notification to Licensee has taken place.
2. Licensor may terminate this EULA with immediate effect if Licensee fails to comply with any term or condition of this EULA. In such event, Licensee must destroy all copies of the provided EXIOBASE product.
3. The use of the EXIOBASE product will be automatically terminated in case of Licensee denies renewal of consent to this EULA.

15 Applicable Law and Court of Jurisdiction

1. This Agreement shall be governed, subjected to, and construed in accordance with the laws of Belgium. All disputes arising from and/or in connection with present Agreement, and/or from any further agreements resulting there from, and which the Parties are unable to resolve between themselves, shall exclusively be brought before the competent Court in Brussels, Belgium

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