



SOCIAL HOTSPOT DATABASE, VERSION 4

The Social Hotspots Database (SHDB) provides social risk data on a sector and country level (www.socialhotspot.org) and is integrated with a global input - output model derived from the GTAP database. It allows modeling of social impacts and risks and can easily be imported into Simapro (www.simapro.com).

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There are two options for payment, via bank transfer, Paypal or credit card. Choose one below:

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Bank name: Bangor Savings Bank
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 Account Number: 4021481575
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 Bank Phone number: [207-363-0731](tel:207-363-0731)
 ABA Routing number: 211274382

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With your order, you enter into an End-User License Agreement (EULA) with NewEarth B. The conditions set forth by NewEarth B are attached to the end of this form. After we received your order form (pages 1-2 of this document), we will send you the invoice. As soon as we have received your payment, we will give you access to the database files that can be easily imported into SimaPro.

| License conditions and signature | |
|---|------------|
| I have read and understood the attached document "EULA" for the SHDB and accept the conditions specified therein. | |
| Name: | Signature: |
| Position: | Date: |

Different price options are available depending on country development and affiliation. There is separate pricing for the SHDB and an annual service contract. **Please circle the prices that apply to you in the table below.** You can opt out of a maintenance/service agreement.

All prices are in USD

| License types/ Countries ¹ | OECD Countries | | Middle Income | | Low income | |
|--|----------------|-------------|---------------|-------------|------------|-------------|
| | New | Maintenance | New | Maintenance | New | Maintenance |
| Gov't/Private Sector two users | 7000\$ | 3000\$ | 6000\$ | 2000\$ | 4000\$ | 1500\$ |
| Gov't/Private Sector additional | 3500\$ | 1750\$ | 3000\$ | 1000\$ | 2000\$ | 1000\$ |
| Multiple Academic | 5000\$ | 2250\$ | 4000\$ | 1500\$ | 2500\$ | 1000\$ |
| Single Academic | 3000\$ | 1500\$ | 2750\$ | 1000\$ | 2000\$ | 750\$ |

End User License Agreement (EULA) for the Social Hotspots Database™ and the SHDB

¹ For the classification of countries please contact us. Please note that only the country of the end user is considered.



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Datasets

§ 1 Preamble

This EULA represents a contract between NewEarth B, legally representing the Social Hotspots Database (SHDB) and you as an individual or legal person as end user of an SHDB license.

Please read this EULA carefully before using any version of the SHDB Database or any SHDB Dataset.

By using the SHDB Database or using any SHDB Dataset, the end user of licenses agrees 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 SHDB Database or any SHDB Dataset.

Full documentation on the Social Hotspots Database V4 2018 is available online on the SHDB membership website and as a companion document to the license file.

Attribution:

Benoit Norris, Catherine, Norris, Gregory A., Bennema, Monique. 2018. The Social Hotspots Database V4, NewEarth B.

§ 2 Definitions

EULA means End User License Agreement of any version of the SHDB Database or any SHDB Dataset.

NewEarth B means a Maine B corporation with offices located in York, Maine hereinafter referred to as Licensor.

SLCA means Social Life Cycle Assessment.

SHDB Database means the Social Hotspots Database and System containing SHDB Datasets. The SHDB database may be accessed through the SHDB website (www.socialhotspot.org) or through licenses available for different software systems.

The SHDB Database covers any version of the database that any end user has access to.

SHDB Dataset means the individual Life Cycle Inventory data in the SHDB Database, each representing the economic relationships and labour intensity estimates (when relevant) as well as the social risk and opportunity and value-added data for a specific country and or human activity, in whatever form (electronic, paper, website) they may be accessed by the end user.

End user represents an individual or legal person using the SHDB Database or any SHDB Dataset as a single user on an individual computer or as a multi-user on several individual computers or a workstation.

End user are hereinafter referred to as Licensee.

Licensor and Licensee are hereinafter referred to as Parties.



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Reseller means a supplier of LCA Software with the SHDB Database.

GTAP means the Global Trade Analysis Project, Purdue university.

§ 3 Scope of this EULA and subject matter

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1. Licensor shall only be liable for damages occurring on willful intent or gross negligence.

2. Licensor shall not be liable for any material defects/damages, including consequential damages, loss of income, business or profit, special, indirect or incidental damages due to the use of SHDB Database or any SHDB Dataset.

3. Licensor's liability for material defects is restricted to those taking place during the transfer of the SHDB Database or any SHDB Dataset from the original source to Licensee.

4. Licensee must assume the entire risk of using the SHDB Database or any SHDB Dataset.

5. Licensor's liability arising out of this EULA will not exceed the amount actually paid or payable to Licensor under this EULA.

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1. Licensor disclaims all warranties, expressed or implied, including, but without limitation, the warranties of merchantability and of fitness for any purpose of SHDB Database or any SHDB Dataset.



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2. Licensor guarantees the operability of the currently available version of the SHDB Database.
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5. Licensor does not guarantee that the technical details of the SHDB Database are suitable for a specific purpose beyond the specifications in the SHDB document and quality guideline.
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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.

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- 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 in combination with the next update of SHDB Database or SHDB Dataset.
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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.



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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 SHDB Database or any SHDB Dataset.
3. The use of SHDB Database or SHDB Dataset will be automatically terminated in case of Licensee denies renewal of consent to this EULA.

§ 15 Applicable Law and Court of Jurisdiction

1. All disputes arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendment and termination, shall be exclusively governed by US law.
2. The Court of Jurisdiction is Maine.

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Date: