



End User Licence Agreement (EULA) for the World Food LCA Database (WFLDB) and WFLDB Datasets

15 June 2020

1. Preamble

This **EULA** represents a contract between **Quantis Sàrl** and you as an individual or legal person as **end user**.

Please read this **EULA** carefully before using any version of the **World Food LCA Database (WFLDB)** or any **WFLDB Dataset**.

By downloading, installing or using **WFLDB** or using any **WFLDB Dataset**, **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 **WFLDB** or any **WFLDB Dataset**.

2. Definitions

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

EULA means End User Licence Agreement of any version of the **World Food LCA Database** or any **WFLDB Dataset**.

Quantis Sàrl is a private sustainability consultancy headquartered in Lausanne, Switzerland, registration number CHE-112.960.686. **Quantis Sàrl** is hereinafter referred to as **Licensor**.

Agroscope is the Swiss centre of excellence for agricultural research, and is affiliated with the Federal Office for Agriculture (FOAG). **Agroscope** is hereinafter referred to as **Licensor's partner**.

LCA means Life Cycle Assessment.

LCI data means Life Cycle Inventory datasets, each representing the environmental data for a specific human activity.

World Food LCA Database (WFLDB) means the database containing **WFLDB Datasets**. The **World Food LCA Database** covers any version of the database that the **end user** has access to.

WFLDB Dataset means the individual **LCI data** in the **WFLDB**, each representing the environmental data for a specific human activity, in whatever form (electronic, paper) they may be accessed by the **end user**.

end user represents an individual or legal person using the **WFLDB** or any **WFLDB Dataset**. **end user** is hereinafter referred to as **Licensee**.

Licensor and **Licensee** are hereinafter referred to as **Parties**.

Reseller means a supplier of software or tool with the **WFLDB** or **WFLDB Datasets**, that has a written agreement with **Licensor** recognizing its role as **Reseller**.

3. Scope of this EULA and subject matter

1. **WFLDB** or any **WFLDB Dataset** are solely owned by **Licensor** or **Licensor's partner**, as per each **WFLDB Dataset** original generator. They are only licensed, not sold.
2. **WFLDB** as well as any **WFLDB Dataset** are protected by Swiss and international copyright laws and treaties. **Licensor** or **Licensor's partner** reserves all intellectual property rights, including copyrights and trademark rights.
3. This **EULA** shall apply to all contractual relationships in which a **Licensee** acquires a licence for the use of **WFLDB** or any **WFLDB Dataset** directly from **Licensor** or via a **Reseller**.
4. Subject to the terms of use set forth in this **EULA**, **Licensor** grants to **Licensee** the right to use **WFLDB** or an **WFLDB Dataset** under the conditions as set hereinafter.

4. License fees

1. **WFLDB** is licensed at different license fees in different formats and through different **Reseller's** platforms.
2. Written agreement from **Licensor** is required prior to the integration of **WFLDB** or **WFLDB Datasets** in any **Reseller's** platform.
3. **WFLDB** is licensed at no fee to users of a valid SimaPro license (**LCA** software edited and commercialized by PRé Consultants BV, acting **Reseller**).

5. Validity of Licence

1. The granted licence is valid for the current version of **WFLDB** and until 31 December 2023.

6. Rights of Licensee

1. As between the **Parties**, **Licensor** reserves all rights in and to **WFLDB** or to a specific **WFLDB Dataset**. **Licensee** is granted a right to use **WFLDB** or a specific **WFLDB Dataset** as set forth in this **EULA**, unless additional rights to use are explicitly granted in a written document.
2. **End user** is entitled to use **WFLDB** or a specific **WFLDB Dataset** for commercial or educational projects and reports.
3. The scope of the use is limited to **Reseller's** authorized platforms and includes the use as made possible by all available licenses and modules for these **Reseller's** authorized platforms.

7. Restrictions of use

1. **Licensee** is not entitled to reproduce, disseminate or publicly display any significant portions of **WFLDB** or of **WFLDB Datasets**.
2. **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 **WFLDB**, **WFLDB Datasets** or any portions thereof.
3. **Licensee** is not entitled to undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of **WFLDB**, **the WFLDB Datasets** or any part thereof except to the extent permitted by law.
4. **Licensee** is not entitled to assign **WFLDB** or **WFLDB Datasets** as a whole or any portions thereof to any third party.

8. Other rights of Licensor

1. **Licensor** reserves any other rights regarding the use and exploitation of **WFLDB**, e.g. the right to add additional features, or to provide updates and upgrades, to **WFLDB**.
2. **Licensor** has no obligation to make available to **Licensee** any subsequent versions of an **WFLDB Dataset**.
3. It is within the responsibility of **Licensee** to verify and to assess the validity and integrity of **WFLDB** or **the WFLDB Dataset** prior to its use and to decide whether or not it fits for the intended use.

9. Limitation of Liability

1. **Licensor** shall only be liable for damages occurring on wilful intent or gross negligence in accordance with art. 100 Swiss Code Civil.
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 **WFLDB** or any **WFLDB Dataset**.
3. **Licensee** must assume the entire risk of using **WFLDB** or any **WFLDB Dataset**.

10. Guarantees / Warranties

1. **Licensor** disclaims all warranties, expressed or implied, including, but without limitation, the warranties of merchantability and of fitness for any purpose **WFLDB** or any **WFLDB Dataset**.
2. **Licensor** guarantees the operability of the currently available version of **WFLDB**.
3. **Licensor** has made all efforts possible to avoid **WFLDB Datasets** being subject to the rights of third parties, in particular that its use does not infringe patents, copyrights or other intellectual property rights of third parties. However, **Licensor** does not guarantee that **WFLDB Datasets** are not subject to the rights of third parties. **Licensee** shall notify **Licensor** immediately and in writing if any third party should assert an infringement claim against **Licensee** in connection with **WFLDB**.
4. **Licensor** does not guarantee the accuracy, completeness, correctness, non-infringement of third party rights or fitness for a particular purpose of information available from the currently available version of **WFLDB**.

11. 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.

12. 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.



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 **WFLDB** or **WFLDB Dataset** will be allowed again.
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 maintenance formerly negotiated between **Licensor** and **Licensee**, **Licensor** shall be allowed to change this EULA without explicit consent of **Licensee**.

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

14. Applicable Law and Court of Jurisdiction

1. All disputes arising out of or in connection with the present contract shall be settled under the Swiss Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules.
2. The seat of the arbitration shall be Geneva (Switzerland).
3. The arbitral proceedings shall be conducted in English.

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 WFLDB DATASETS, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO LICENSOR THE RIGHTS SET FORTH HEREIN.