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.