

## End User License Agreement for the LCI Databases

of the Carbon Minds GmbH, Eupener Straße 165, 50933 Cologne, Germany (hereinafter referred to as "**CM**")

**Updated: March 2021**

**Version: A - 1.0**

### Section 1 – General

- (1) The following End User License Agreement of CM (hereinafter referred to "**EULA**") apply to the provision of Life Cycle Inventory Databases generated by CM (these Life Cycle Inventory Databases in whole or in parts are hereinafter referred to as "**LCI Databases**") to customers of CM (hereinafter referred to as "**Customer**"). Customer wishes to use the LCI Databases in connection with a third-party software (hereinafter referred to as "**Software**") provided by a third-party provider (hereinafter referred to as "**Software Provider**").
- (2) CM provides LCI Databases which are based on data from third parties and data from CM. The LCI Databases are generated by applying complex calculation models established by CM.
- (3) General terms and conditions of Customer shall not become part of the contract between CM and Customer.
- (4) Any service descriptions in sales presentations, brochures or similar publications shall not become a part of the contract and shall not be binding.
- (5) Only businesses (*Unternehmer* in terms of Art. 14 German Civil Code, BGB) may become contractual partners of CM on the basis of this EULA.
- (6) CM reserves the right to offer Customer an educational license for the LCI Databases if the Customer is an officially state-recognized University and only uses the license for non-commercial purposes.

### Section 2 – Services of CM

- (1) CM provides the LCI Databases for the usage as described in this EULA only.
- (2) CM is not obliged to provide any user manuals, documentation, tutorials, or other supporting documentation. CM assumes no legal responsibility for any such documentation provided. CM shall not be responsible for the accuracy, up-to-dateness or completeness of the documentation provided.
- (3) The LCI Databases serve Customer to generate models for the calculation of other data (hereinafter referred to as "**Output Data**").
- (4) The LCI Databases are only modeling data. CM does in no respect warrant that the LCI Databases are accurate, complete and up-to-date. Customer is, in particular, aware that the LCI Databases are derived from third-party data and that CM is not obligated and not able to verify whether these third-party data are accurate, complete and up-to-date. CM does in no respect warrant that the LCI Databases are suited to generate accurate, complete and up-to-date Output Data. Unless otherwise agreed, CM is not obliged to provide updates for the LCI Databases purchased by Customer.
- (5) The service of CM under this EULA does not include the provision of any software.

### Section 3 – Grant of Rights

- (1) CM grants the Customer a non-exclusive, non-sublicensable and non-transferable license to use the LCI Databases as part the Software and within the limits as set out in this EULA.
- (2) The license term agreed for the LCI Databases shall be equivalent to the license term agreed with the Software Provider regarding the Software, however.
- (3) Customer may use the LCI Databases for creating Output Data and for internal purposes only. Customer must not sell or rent or otherwise distribute the LCI Databases, make publicly available or otherwise publish or disclose the LCI Databases to any third party.
- (4) Customer must not publish, sell or rent or otherwise distribute Life Cycle Impact Assessment Results (hereinafter referred to as "**LCIA Results**") that are directly derived

from the LCI Databases, nor make publicly available or otherwise publish or disclose LCIA Results to any third party.

- (5) Without affecting Section 3 (4) of this EULA, if Customer uses LCI Databases to calculate models of its own, the publication of these models or newly calculated data (e.g. Output Data) is permitted, provided the publication does not disclose the LCI Databases and it is not possible to deduct the LCI Databases.
- (6) Customer may not transfer or sublicense the rights of use to the LCI Databases to any third party.
- (7) After the agreed license term has ended, Customer shall (i) no longer be permitted to use the LCI Databases, (ii) be obliged to delete the LCI Databases (including all copies of the LCI Databases) in the possession of Customer and (iii) demonstrate, upon CM's request, that Customer has deleted the LCI Databases.
- (8) The license for the LCI Databases is a named user license, i.e. the LCI Databases may only be used by one user on the side of the Customer per license who is determined by name and email address. Customer shall ensure that only licensed named users access the LCI Databases.
- (9) Carbon Minds shall have the right to request from Licensee to provide appropriate documentation of the measures taken by the Licensee to comply with Licensee's obligations according to Section 3 (7) and Section 3 (8) throughout the entire licensing period in case Carbon Minds has reason to believe that Licensee has infringed the license agreement. In case such documentation is not sufficient in Carbon Minds' discretion, Carbon Minds shall be permitted to carry out on-site audits of relevant records at Licensee's location and Licensee shall assist Carbon Minds with such audits.
- (10) Any use of the LCI Databases beyond the permitted use as set out in this EULA shall form a breach of contract.

#### **Section 4 – Rights and Obligations of Customer**

- (1) Customer is familiar with the scope and content of the LCI Databases and assumes the risk as to whether the LCI Databases meet Customer's needs. Customer shall clarify any questions with the help of employees of CM or qualified third parties before the conclusion of the contract.
- (2) Upon Customer's consent, CM may use Customer's company name and logo as a testimonial. Customer will not unreasonably withhold its consent.

#### **Section 5 – Liability**

- (1) CM shall be fully liable for (i) injuries to life or health caused by intent or negligence, (ii) other damages that are caused by intent or gross negligence, (iii) claims under the German Product Liability Act (*Produkthaftungsgesetz*) and (iv) in the event of an explicit assumption of a guarantee (*Garantie*) by CM.
- (2) Notwithstanding Section 5 (1), CM shall in case of simple negligence (*einfache Fahrlässigkeit*) only be liable for breaches of material contractual obligations (obligations the fulfilment of which is essential to the proper performance of the contract or on the observance of which the contracting party regularly relies and may rely). However, the liability of CM shall in that case be limited to the typical damage foreseeable at the time of conclusion of the contract.
- (3) Any further liability shall be excluded.
- (4) Any strict liability of CM according to Section 536a (1) BGB shall particularly be excluded for potential deficiencies of the LCI Databases already prevailing at the date at which the contract was concluded.
- (5) CM shall not be obligated to replace the LCI Databases in case of loss or deletion of the LCI Databases by Customer.
- (6) CM shall not be liable for incorrect Output Data deriving from using the LCI Databases. This applies, in particular, to damages that result from the publication of Output Data.
- (7) Customer shall indemnify CM against any third-party claims arising from any unauthorized disclosure or publication of the LCI Databases by Customer.

## **Section 6 – Warranty Rights**

- (1) CM has established the LCI Databases on the basis of third-party data using state-of-the-art calculation models. However, CM does not warrant that the LCI Databases are accurate, complete and up-to-date.
- (2) In cases of defects of the LCI Databases, CM may, at Carbon Mind's discretion, remove the defect or provide a substitute delivery. The Customer can withdraw from the contract only after two attempts to rectify the defect have failed.
- (3) The right of the Customer of reduction shall be excluded.
- (4) The statutory warranty period shall be 12 months.

## **Section 7 – Final Provisions**

- (1) Changes and additions to the EULA and any contract based on this EULA must be in writing.
- (2) This EULA and any contract based on this EULA are subject to German law only. The UN Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- (3) The place of performance for all contractual obligations with CM and the sole place of jurisdiction is Cologne, Germany.
- (4) The contract language is English.
- (5) Should individual provisions of the contract be or become invalid, the validity of the remaining ones remains unaffected