

# Agri-footprint® 6.0 via SimaPro End User License Agreement (“EULA”)

## Summary – Important arrangements

- **Blonk** (“Blonk Sustainability Tools B.V”), a private limited company organized under the laws of the Netherlands, with its principal place of business in (2805 TD) Gouda at the Groen van Prinsterersingel 45, is the creator of its **Agri-footprint® 6.0 Database** (also referred to as: “**the Database**”);
- Data from Blonk’s Agri-footprint® 6.0 Database is made available via SimaPro, which is software developed by **PRé** (“PRé Sustainability B.V.”), a private limited company organized under the laws of the Netherlands, with its principal place of business in (3818 LE) Amersfoort at the Stationsplein 121;
- This End User License Agreement (**EULA**) applies to **You – the End User** – and Your use of Blonk’s Agri-footprint® 6.0 Database via SimaPro as described in this document. The EULA also governs the relationship between You and Blonk with respect to use of its Agri-footprint® 6.0 Database. An **End User** is an individual, such as an LCA expert or consultant, who works for PRé or for one of PRé’s customers and who is bound by this EULA and/or (depending on the applicable SimaPro license) by PRé’s Terms of Use;
- This EULA applies between You and Blonk when You use SimaPro or ticked a box indicating your acceptance;
- Please be advised that certain use of Blonk’s Agri-footprint® 6.0 Database via SimaPro is not allowed. It is forbidden, among other things (see Article 2.2 for more examples of forbidden use):
  - to transfer or re-sell data from Blonk’s Agri-footprint® 6.0 Database to a **Tool Provider**. This is a provider of digital tools including software platforms and feed optimization software, such as business data management systems e.g. Enterprise Resource Planning (“ERP”) systems, which makes data available to legal entities and/or natural persons;
  - to use data from the Database outside SimaPro’s environment for purposes other than to calculate results or process these for (interactive) studies, reports or similar works;
  - to publish, redistribute or re-sell Blonk’s Agri-footprint® 6.0 Database;
- If You or **Your Organization** – which is PRé or a customer of PRé – wish to use Blonk’s Agri-footprint® 6.0 Database outside the scope of this EULA, then You must contact PRé and PRé will direct you to Blonk to discuss the possibilities of a bespoke license agreement;
- PRé is allowed to offer data from Blonk’s Agri-footprint® 6.0 Database based on a license agreement with Blonk. Therefore, in the event the agreement between Blonk and PRé terminates or expires, Your license to use the Database (in case of a temporary license) or your right to receive updates (in case of a perpetual license) ends by operation law. When your license to use the Database is terminated or expired, You must refrain from using Blonk’s Agri-footprint® 6.0 Database via SimaPro and destroy the data but You may keep generated studies, reports or similar works;
- Blonk makes no representation or warranty, either expressly or implied, of the accuracy, reliability, or completeness of the Agri-footprint® 6.0 Database. The information provided through SimaPro does not constitute or provide scientific advice, diagnosis or recommendation for treatment. In no event shall Blonk be liable for any damages arising from or reliance upon, or use of, any information provided herein;
- Please be advised that if You breach this EULA, then You will be subject to the liquidated damages (‘contractual fines’) provision contained in Article 8 of this EULA. In addition, Blonk may undertake legal actions to recover damages from You or Your Organization;
- You should save this EULA on a permanent data carrier – for later inspection – and print it before starting to use or gain access to Blonk’s Agri-footprint® 6.0 Database via SimaPro.

## 1. EULA

- 1.1 Subject to compliance with the terms of this EULA, Blonk grants You a personal, non-exclusive and non-transferable license to use Blonk’s Agri-footprint® 6.0 Database via SimaPro.
- 1.2 This license is granted on a temporary or perpetual basis (depending on the SimaPro license purchased) and shall be effective either (i) at the start of Your access to Blonk’s Agri-footprint®

6.0 Database via SimaPro or (ii) when you have digitally ticked the box next to a text which contained a link to this EULA. Article 7 describes when this EULA ends.

- 1.3 This EULA is concluded based on the assumption that You have or Your Organisation has a valid Ecoinvent license. If You do not have such license, then this EULA shall not enter into effect and You must refrain from using Blonk's Agri-footprint 6.0 Database via SimaPro.

## 2. Scope of the EULA

- 2.1 Based on this EULA, You are allowed to use Blonk's Agri-footprint® 6.0 Database via SimaPro. This means that you are allowed to use data from Blonk's Agri-footprint® 6.0 Database in accordance with this EULA and the SimaPro license purchased, which may mean, for example to calculate LCIA results and to create models containing data from Blonk's Agri-footprint® 6.0 Database with SimaPro and share these models with other End Users. You may also change models in SimaPro containing data from Blonk's Agri-footprint® 6.0 Database by adding new materials or processes to predefined or pre-built models, including combining such models with datasets from other data than Blonk's Agri-footprint® 6.0 Database.

In addition, this EULA gives You the right to:

- publish data from the Database via SimaPro in the course of scientific research activities and used as evidence in the research process to the extent this is necessary to validate scientific research findings and results; and/or
- use data from the Database via SimaPro to calculate impact results as long as these results are incorporated in the output generated by SimaPro;
- and/or use data from the Database via SimaPro and (provided such connection is agreed with PRé) (connected) third-party IT systems such as Enterprise Resource Planning ("ERP") systems, subject to the condition that if You or Your Organization are in the agri-food sector, a maximum of 15 feed datasets and 75 general datasets from Blonk's Database may be used.

- 2.2 In all cases, You and Your Organization are not allowed to, among other things:

- publish, redistribute, re-sell or re-use the entire Blonk's Agri-footprint® 6.0 Database or a substantial part thereof, e.g. by publishing the Database via the internet or any other means of data transfer and/or;
- use Blonk's Agri-footprint® 6.0 Database or parts thereof (irrespective of Your business model or techniques used), outside the SimaPro environment for purposes other than to calculate results or process these for (interactive) studies, reports or similar works for example by using third party software such as MS Excel, and/or;
- use data from the Database directly (without the data being part of an LCA model) via API's, custom or existing tools, such as feed solution/Animal Production System foodprint ("APS")-tools and/or related optimization software that calculates environmental impacts), and/or;
- use Your access to SimaPro to use Blonk's Agri-footprint® 6.0 Database or parts thereof directly (without the data being part of an LCA model) as part of a digital tool or service, sold to businesses or consumers, and/or;
- transfer or re-sell data from Blonk's Agri-footprint® 6.0 Database to entities other than End Users such as Tool Providers, or otherwise use or exploit data wholly or partly to the benefit of Tool Providers, and/or;
- rent, loan, lease, sell, sublicense, assign or transfer all or any portion of any rights granted in this EULA, to any other person or entity, and/or;
- perform any other acts – such as the copying or processing of data from Blonk's Agri-footprint® 6.0 Database via SimaPro – in relation to data from Blonk's Agri-footprint® 6.0 Database, other than granted use rights as set forth in Article 2.1.

- 2.3 If You or Your Organization want to use the data outside the scope of this EULA – for example when You want to build a complete feed solution such as APS-tools and optimization software that calculates environmental impacts or if You want to transfer data to Tool Providers – then You or Your Organization must contact PRé and PRé will direct you to Blonk to discuss the possibilities of a bespoke license agreement.

- 2.4 In all cases You are obliged to expressly state that the source of the data from Blonk's Agri-footprint® 6.0 Database via SimaPro is Blonk Agri-footprint® B.V., accompanied with the version number of the Agri-footprint® 6.0 data, where applicable.

### 3. Intellectual property rights

- 3.1 Nothing in this EULA constitutes a transfer of any Intellectual Property Rights of Blonk to You, other End Users and/or third parties. **Intellectual Property Rights** are defined as: "Patents, registered and unregistered trademarks and service marks, domain names, registered designs and design rights, copyright (including such rights in computer software and databases), database rights and moral rights (in each case for the full period thereof and extensions, revivals and renewals thereof), applications for the foregoing and the right to apply for any of the foregoing anywhere in the world, and all similar rights anywhere in the world including those subsisting in inventions, designs, drawings, data, databases and computer programs."
- 3.2 You shall not at any time and under any circumstances use Blonk's works and/or data covered by its Intellectual Property Rights without prior permission of Blonk, other than the use mentioned in Article 2.1 of this EULA Blonk expressly reserves its rights including Intellectual Property Rights. Exceptions for text and data mining do not apply.
- 3.3 You shall not use Blonk's name and trademarks other than the obliged reference to its trademarks as stipulated in article 2.4. You may not remove or alter any Agri-footprint® 6.0 data and/or Blonk identification, proprietary notices, labels or trademarks which appear on or in Blonk's Agri-footprint® 6.0 Database.
- 3.4 You are not allowed to make any claims regarding Blonk and or its Database in publications, such as reports, websites or marketing expressions, other than the source reference as mentioned in Article 2.4. Any mention to Blonk and or its trade marks (including logo's) is subject to approval by Blonk. You or Your Organization can request such approval by contacting Blonk.

### 4. Guarantees and warranties

- 4.1 The data from Blonk's Agri-footprint® 6.0 Database via SimaPro are made available "as is" without Blonk's warranty of any kind, either express or implied, including – but not limited to – any implied warranty against infringement of third parties' rights including – but not limited to – Intellectual Property Rights, or any other warranties of merchantability, integration, satisfactory quality and fitness for a particular purpose.
- 4.2 Blonk make no representation or warranty, either expressly or implied, of the accuracy, reliability, or completeness of the Agri-footprint® 6.0 Database. The information provided through the Agri-footprint® 6.0 Database via SimaPro does not constitute or provide scientific advice, diagnosis or recommendation for treatment. In no event shall Blonk be liable for any damages arising from or reliance upon, or use of, any information provided herein.
- 4.3 Releases or updates that are not related to the Agri-footprint® 6.0 Database fall outside the scope of this EULA. This means that You will not be able to use data of Agri-footprint® releases or updates newer than version 6.0 of the Agri-footprint® 6.0 Database and are not in any way entitled to those release and updates. Blonk may provide but shall have no obligation for the installation, technical support and/or maintenance of Blonk's Agri-footprint® 6.0 Database towards End User.

### 5. Limitation of Liability

- 5.1 As stipulated in Article 4.1, Blonk's Agri-footprint® 6.0 Database is made available to You without any warranty of any kind. Consequently, Blonk is not liable towards You for any damages in relation to this EULA and/or the Database. The entire risk as to the use, quality, and performance of the Database is with You.
- 5.2 Without prejudice to article 5.1, Blonk will not be liable for any loss, claim or damage that results directly from foreseeable and avoidable circumstances, for which Blonk may be held culpable and which relate directly to this EULA as well as any indirect loss, claim or damage, or any (if

applicable) punitive, special, incidental or consequential damages of any kind (including but not limited to lost savings or loss or corruption of data); or any loss of profit (whether direct or indirect), in each case whether based in contract, tort (including negligence), strict liability, or otherwise – either caused by Blonk – which arises out of or is in any way connected with any use of Blonk's Agri-footprint® 6.0 Database or this EULA, even if Blonk has been forewarned of the possibility of such loss or damage.

- 5.3 If the limitations of liability as stipulated in articles 5.1 and/or 5.2 are ruled in a court of law unreasonable or onerous, then Blonk's liability explicitly limited to the amount paid by its insurance company, if covered. If its insurance company does not pay any damages, then Blonk's total liability is limited to a maximum amount of one hundred Euros including interest (€ 100,00), irrespective of the amount of damaging events and irrespective of the duration of the damaging event(s).
- 5.4 Nothing in this EULA limits or excludes Blonk's liability for death or personal injury intentionally caused by their management or due to gross negligence and any other liability which may not by law be limited or excluded.

## 6. Confidentiality

- 6.1 You acknowledge that data from Blonk's Agri-footprint® 6.0 Database may be part of Blonk's trade secrets and, where they are, are protected by Directive (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets).
- 6.2 You are obliged to, save to the extent permitted in Article 2 of this EULA, keep all materials in relation to Blonk's Agri-footprint® 6.0 Database secret, and are not allowed to pass on these materials to third parties.
- The materials may include, but are not limited to information about Blonk's working methods, pricing, licensing models, technical information, this EULA and/or Blonk's trade secrets and know-how. You agree to provide the necessary means to prevent unauthorized disclosure of such materials.

## 7. EULA changes, term and termination

- 7.1 Blonk reserves the right to provide new or changed terms of this EULA. You shall be able to agree or decline to the new or changed terms as set forth in the modified EULA. If You decline, You will not be allowed to use Blonk's Agri-footprint® 6.0 Database via SimaPro.
- 7.2 Blonk may terminate or suspend this EULA when End User is in material breach of this EULA, more specifically: Articles 2 and 3 of this EULA.
- 7.3 After termination or expiration of the license agreement between Blonk and PRé or this EULA, You may (in case of a temporary license) not use Blonk's Agri-footprint® 6.0 Database anymore and shall refrain from using Blonk's Agri-footprint® 6.0 Database and/or parts thereof or will (in case of a perpetual license) not receive any updates, and shall not create any new works based on the data such as reports. In addition, You shall (in case of a temporary license) destroy all the data from Blonk's Agri-footprint® 6.0 Database (including copies thereof) in Your possession and, upon request, send Blonk evidence of said destruction.

Without prejudice to the above, You are not required to destroy any works created using Blonk's Agri-footprint® 6.0 Database, such as (interactive) studies, reports or similar works, which were created prior to the termination or expiration.

- 7.4 The license as laid down in Article 2 of this EULA shall terminate by operation of law with an immediate effect if You are in breach. Any termination or expiration shall not prevent Blonk from claiming damages and the termination shall not relieve End User from its liability to respect all the obligations claimable before or after the termination or expiration date.

## 8. Liquidated damages for unauthorized use

- 8.1 If You use Blonk's Agri-footprint® 6.0 Database outside the scope of allowed use as mentioned in Article 2, then this constitutes a material breach of the EULA. You agree and understand that such unlicensed use will cause Blonk significant commercial harm that is difficult to quantify or prove precisely and that it would be either inconvenient or not feasible to ascertain an adequate remedy. As such, You will be liable for liquidated damages ('contractual fines') of ten thousand Euros (€ 10,000) for each unauthorized use of data from Blonk's Agri-footprint® 6.0 Database. Also, You agree that You will be liable for liquidated damages of thousand Euros (€ 1,000) for each day such breach continues.
- 8.2 You agree that the liquidated damages specified in Article 8.1 do not preclude Blonk's right to claim damages, such as disgorgement of ill-gotten gains, from You or Your Organization. In addition, Blonk may seek injunctive relief against You or Your Organization to cease the unlawful publication of Blonk's Agri-footprint® 6.0 Database and its data.
- 8.3 In the event a court of competent jurisdiction holds You liable for breach of contract (including unauthorized commercial use), You will reimburse Blonk for all attorney's fees and costs arising from the matter.

## 9. Applicable law and competent court

- 9.1 This EULA shall be exclusively governed by the law of the Netherlands.
- 9.2 Any dispute or legal difference between Blonk and You arising out of or in connection with this EULA, will be held before the competent court in The Hague, The Netherlands.

## 10. Miscellaneous

- 10.1 All provisions that are intended to survive termination or expiration of this EULA, by nature or because such has expressly been provided for in this EULA, shall survive such termination or expiration. These provisions include, but are not limited to, provisions regarding the Intellectual Property Rights (Article 3), Guarantees and warranties (Article 4), Confidentiality (Article 6), Limitations of Liability (Article 5) as well as Applicable law and Competent Court (Article 9).
- 10.2 If any provision of the EULA is held invalid or unenforceable, that provision will be construed to reflect Blonk's original intent. Despite the invalidity or unenforceability of such provision, all other provisions will remain in full force and effect.
- 10.3 If Blonk's legal identity changes or when there is a change of control, then this EULA shall apply to You and the changed or new legal entity. For instance, when Blonk assigns or transfers the rights in connection with the EULA to another legal entity or when Blonk is acquired by another legal entity.
- 10.4 If Blonk does not exercise or enforce any legal right or remedy, this will not constitute a formal waiver of Blonk's rights.
- 10.5 This EULA supersedes all previous agreements and licenses, verbal or written, between You and Blonk regarding any dealings with respect to the subject matter of this EULA.

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