

## End User License Agreement

IMPORTANT - READ CAREFULLY:

This End-User License Agreement ("EULA") is a legal agreement between you ("YOU" or "END USER") (either an individual or a single entity) and Sphera Solutions GmbH (LICENSOR). BY CLICKING "I ACCEPT", DOWNLOADING, MODIFYING OR USING THE DATA, DATASETS OR DATA BASE ("DATASET") OR ACCESSING THEM IN ANY OTHER WAY, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS EULA. IF YOU DO NOT AGREE OR ARE NOT AN END USER AS DEFINED IN THIS EULA, YOU HAVE TO STOP THE USE OF THE DATASET IMMEDIATELY, YOU ARE NOT ALLOWED TO COPY OR USE THE DATASET; YOU HAVE TO DELETE ALL DOWNLOADED DATASET ON ALL MEDIA. IF YOU ARE NOT AN END USER AS DEFINED UNDER THIS EULA, YOU HAVE TO CONTACT THE LICENSOR BEFORE THE USE OF THE DATASETS [mlcdata@sphera.com ].

### 1. Definition

"LICENSOR": Sphera Solutions GmbH, Hauptstr. 111-113, 70771 Leinfelden-Echterdingen, Germany

"DATASET": any of the original EF-compliant datasets (both Life Cycle Inventory (LCI) datasets or Life Cycle Impact Assessment (LCIA) results datasets or partly aggregated datasets at level - 1 in an extended ILCD format) that are published by the LICENSOR in the International Reference Life Cycle Data System (ILCD) data format, on [http://lcdn.thinkstep.com/Node/index.xhtml?stock=EF3\\_official\\_data](http://lcdn.thinkstep.com/Node/index.xhtml?stock=EF3_official_data) ("EF 3.1 DATASETS").

"EF-COMPLIANT DATASET": a Life Cycle Inventory dataset that meets all requirements documented in the latest version of the Commission's "Guide for EF compliant data sets"<sup>1</sup>, including external review and other requirements

**"END USER": means "PEF/OEF study End Users", "Policy implementing End Users: Taxonomy and New consumer agenda" and "Policy implementing End Users: Other EU policies".**

**"PEF/OEF study End Users" means:**

- any natural or legal person, or someone on their behalf, using one or more of the Datasets made available through this EULA when carrying out a PEF/OEF study in compliance with a valid PEFCR/OEFSR developed under the framework established by the Commission<sup>2</sup>, or
- dataset/software developer or provider offering Datasets as an "add-on" to commercial or open source software solely for the purpose of the PEF/OEF study End User for enabling the carrying out a PEF/OEF study in compliance with a valid PEFCR/OEFSR developed in the framework established by the Commission,
- any natural or legal person developing EF-compliant datasets.

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<sup>2</sup> The following PEFCRs and OEFSRs were developed: beer, dairy, decorative paints, household liquid laundry detergents, hot and cold water supply pipe systems, intermediate paper product, feed for product producing animals, IT equipment, leather, metal sheets, packed water, pasta, pet food, photovoltaic electricity production, rechargeable batteries, T-shirt, thermal insulation, uninterrupted power supply, wine, olive oil, copper product, retail. The following PEFCRs are being developed: apparel, cut flowers and potted plants, marine fish, flexible packaging and synthetic turf. When new PEFCRs/OEFSRs, other than those listed here are being developed under the framework established by the Commission, the right of use shall also cover them as long as they are valid and as long as it does not require any specific additional task from the contractor.

### “Policy implementing End Users: Taxonomy and New consumer agenda”:

- any natural or legal person, or someone on their behalf, using one or more of the EF3.1 Datasets when performing a full or a partial PEF/OEF study in compliance with the requirements of one of the following EU policies and initiatives:
  - Communication from the Commission to the European Parliament and the Council, New Consumer Agenda Strengthening consumer resilience for sustainable recovery COM/2020/696 final;
  - Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, and amending Regulation (EU) 2019/2088 and the corresponding secondary legislation;
- dataset/software developer or provider offering Datasets as an “add-on” to commercial or open source software solely for the purpose of the “Policy implementing End User: Taxonomy and New consumer agenda” enabling carrying out a full or a partial PEF/OEF study in compliance with the requirements of one of the identified EU policies as per definition

### “Policy implementing End Users: Other EU policies”:

- any natural or legal person, or someone on their behalf, using one or more of the Datasets **or developing datasets for the development, revision and implementation with one of the following EU policies**
  - development and implementation of product requirements included in the Regulation (EU) 2023/1542 of the European Parliament and of the Council of 12 July 2023 concerning batteries and waste batteries, amending Directive 2008/98/EC and Regulation (EU) 2019/1020 and repealing Directive 2006/66/EC<sup>3</sup>
  - development and implementation of product requirements on solar photovoltaic modules and inverters under Directive 2009/125/EC<sup>4</sup>;
  - development and implementation of product requirements in the framework of ensuring a secure and sustainable supply of critical raw materials<sup>5</sup>;
  - development and implementation of product requirements set under the framework of the Ecodesign for Sustainable Product Regulation (intended to repeal and replace Directive 2009/125/ EC)<sup>6</sup>;
  - development and implementation of Regulation (EU) 2017/1369 of the European Parliament and of the Council of 4 July 2017 setting a framework for energy labelling and repealing Directive 2010/30/EU<sup>7</sup>

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<sup>3</sup> OJ L 191, 28.7.2023, p. 1–117) <https://eur-lex.europa.eu/eli/reg/2023/1542/oj>

<sup>4</sup> <https://susproc.jrc.ec.europa.eu/product-bureau/product-groups/462/home>

<sup>5</sup> Proposal for a regulation of the European Parliament and of the Council establishing a framework for ensuring a secure and sustainable supply of critical raw materials and amending Regulations (EU) 168/2013, (EU) 2018/858, 2018/1724 and (EU) 2019/102. [https://single-market-economy.ec.europa.eu/publications/european-critical-raw-materials-act\\_en](https://single-market-economy.ec.europa.eu/publications/european-critical-raw-materials-act_en)

<sup>6</sup> Proposal for a REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL establishing a framework for setting ecodesign requirements for sustainable products and repealing Directive 2009/125/EC COM/2022/142 final [https://environment.ec.europa.eu/publications/proposal-ecodesign-sustainable-products-regulation\\_en](https://environment.ec.europa.eu/publications/proposal-ecodesign-sustainable-products-regulation_en)

<sup>7</sup> OJ L 198, 28.7.2017, p. 1–23) <https://eur-lex.europa.eu/eli/reg/2017/1369/oj>

- development and implementation of a carbon footprint calculator for European audiovisual sector.
  - development, revision and implementation of EU Ecolabel criteria in accordance with Regulation (EC) No 66/2010 of the European Parliament and of the Council of 25 November 2009 on the EU Ecolabel<sup>8</sup>
  - Ecodesign EcoReport tool<sup>9</sup>
- **dataset/software developer or provider offering Datasets as an “add-on” to commercial or open source software solely for the purpose of the “Policy implementing End User: other policies” following the applicable calculation rules of one of the identified EU policies as per definition**

The license granted to “Policy implementing End Users: other EU policies” is valid until 31 December 2030.

“PRODUCT ENVIRONMENTAL FOOTPRINT (PEF) STUDIES AND ORGANISATION ENVIRONMENTAL FOOTPRINT (OEF) STUDIES”: Studies that are developed and used in compliance with the Commission Recommendation EU/ 2021/2279 or a valid PEFCR/OEFSR developed in the framework established by the Commission.

„DERIVED **DATASET**“ refers to a dataset that was obtained by combining via mathematical operations two or more datasets, or by combining at least one dataset with substantial additional information and/or other datasets, resulting in a different dataset for a semantically different product system (such as, but not limited to, the same product but for a different country that is not among the datasets, or, in the case of partly aggregated datasets at level -1, using a different electricity or transport process in the database.

„MODIFIED **DATASET**“ refers to having omitted, changed or added information of a Dataset, resulting in a dataset that however still represents semantically the same or a very similar product system as the original Dataset. For example, but not limited to, changing, adding or removing emission flows or values in the combustion process of a truck, with the truck still meant to represent the same truck size, year and region of operation etc., or removing or changing dataset documentation information. This does not refer to changed storage form or format of a Dataset.

## 2. Grant of License

The LICENSOR grants the END USER a non-exclusive, non-transferable, and non sub licensable license for the use of the DATASETS for implementing Product Environmental Footprint (PEF) studies and Organisation Environmental Footprint (OEF) studies exclusively in compliance with a valid PEFCR/OEFSR or in compliance with requirement(s) of one of the EU policies mentioned above, and/or for performing the authorized distributions defined below, in accordance with the terms and conditions of this EULA exclusively:

- **for the “PEF/OEF study End User” until 31<sup>st</sup> December 2025 (PERMITTED USE).**
- **for the “Policy implementing End User: Taxonomy and New Consumer Agenda” until 31<sup>st</sup> December 2025 (PERMITTED USE).**

<sup>8</sup> OJ L 27, 30.1.2010, p. 1–19, <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32010R0066>

<sup>9</sup> <https://ec.europa.eu/docsroom/documents/11845/attachments/1/translations>

- for the **“Policy implementing End User: other EU policies” until 31<sup>st</sup> December 2030 (PERMITTED USE).**

In case a DATASET has a defect, it will be repaired and replaced within (i) the same data stock with an upgraded version and same UUID, or (ii) a separate data stock with a different UUID and reference to the original DATASET. The End user is fully aware that the use of former dataset versions is at the sole risk of END USER.

**NOTE that the PEFCRs and OEFSRs specify among others for which parts of the life cycle model primary data from industry must be used, i.e. PEF/OEF studies without such primary data are not PEF or OEF studies in compliance with a PEFCR/OEFSR**

### 3. Description of other Rights and Limitations

The LICENSOR grants to the END USER the right to use, reproduce and adapt the DATASET for all media and using all channels, methods and processes, whether known or unknown on the date hereof, as well as the right to distribute the DATASETS as defined below, and for the PERMITTED USE.

#### **Reproduction**

The right of reproduction includes the right to reproduce all or part of the DATASET on all current and existing media and, in particular, the right to digitalize the DATASET; save them on media; modulate; compress, decompress or use all other technical processes of the same type with regard to the digitized DATASET for the purpose of the storage, transfer, IT processing, adapting and or use thereof.

#### **Adaptation**

The adaptation right includes the right to produce DERIVED or MODIFIED DATASETS, reformat, extract or incorporate the DATASET or any part thereof, assemble and incorporate the DATASET, or any isolated component or part thereof in any other work or document, by any means and using any technical or artistic process, but solely for the PERMITTED USE.

#### **Distribution**

The rights of use comprises the distribution, including, but not only, making available, of DATASETS solely in the following cases:

- For natural or legal persons using one or more of the original DATASETS when carrying out a PEF/OEF study in compliance with a PEFCR/OEFSR developed in the framework established by the Commission **or in compliance with the requirements of one of the EU policies listed under “Policy implementing End Users: Taxonomy and New consumer agenda” and “Policy implementing End User: other EU policies”**. The right of use also comprises the making publicly available for free of PEF/OEF study results (including PEF or OEF "LCI result" (aggregated) dataset as one form of DERIVED DATASET), without including the LCI data of the original DATASETS. The distributed PEF or OEF LCI result dataset must retain a reference to the fact that one or more original DATASETS have been used, and an electronic reference to the data node is to be included in visible form by the user.
- Distribution for free among project partners (entities or persons) implementing a PEF or OEF study in compliance with a valid PEFCR/OEFSR developed under the framework established by the Commission **or in compliance with the requirements of one of the EU policies listed under**

**“Policy implementing End Users: Taxonomy and New consumer agenda” and “Policy implementing End User: other EU policies”.** In case the dataset documentation is required for a PEF or OEF study reporting purposes, the metadata can be distributed in the study, but excluding the life cycle inventory and LCIA results of the DATASET, as well as the potentially included Mathematical model section.

- Distribution of all original DATASETS, or a sub-set of them, by dataset/software developer or provider as part of commercial (on a remunerated basis) or open source software exclusively for the purpose of supporting natural or legal person, or someone on their behalf, carrying out a PEF/OEF study in compliance with a valid PEFCR/OEFSR developed in the framework established by the Commission **or in compliance with the requirements of one of the EU policies listed under “Policy implementing End Users: Taxonomy and New consumer agenda” and “Policy implementing End User: other EU policies”.** The original DATASETS shall be made available as “add-on” to any commercial database (i.e. they should not be already available in the original database) without additional charge or license/use fee and they shall be released only after explicit acceptance by the END USER of this EULA. The distribution of **original** DATASETS or MODIFIED DATASETS for other purposes is not permitted.
- Developing and making available of DERIVED DATASETS, provided they do not allow reverse engineering in such a manner that a third-party could obtain the LCI data or LCIA results of the original DATASETS via the DERIVED DATASETS, and provided the DERIVED DATASETS will be available for use exclusively for the PERMITTED USE as defined in this EULA and free-of-charge in a node developed with SODA4LCA and the node be listed in <https://eplca.jrc.ec.europa.eu/LCDN/contactListEF.xhtml>.

**Distribution, licensing, lease or selling of any original, modified or derived DATASETS against charges or fees is not permitted.**

The reference to be used of a single dataset shall contain as minimum the following details: “Sphera Solutions GmbH (2019-2025): Official EF 3.1 (*delete as required*) secondary LCI datasets for EU Environmental Footprint (EF) implementation 2019-2025. <DATASET’s complete Name>, <DATASET’s Location>, <DATASET’s Reference year>, <DATASET’s UUID>, <DATASET’s Version number>. <http://lcdn.thinkstep.com>. Date of download XXX”. For several datasets or whole stocks, the EF 3.1 package version and the specific source file generated by the node owner shall be used and the date of download shall be reported.

Any public, written or oral communication by the END USER referring to the DATASETS (including but not limited to websites, newsletters, articles, scientific papers, oral presentations, webinars, slide shows, etc.) has to identify in a prominent and well visible place the source of the DATASETS with the same citations as specified in detail above.

Any use beyond this aforementioned PERMITTED USE or by other persons or entities than the END USER is only allowed with the prior written consent of the LICENSOR. Uses not covered by this EULA may be subject to an additional charge.

#### 4. Reservation of rights and Ownership

The DATASETS allocated by LICENSOR are copyright protected universally. Additionally, the license terms of other software or database manufacturers apply for the software tools or databases integrated in the Database and DATASETS as described in the conditions of this EULA, if applicable.

No patents, copyrights, trademarks or any other kind of property rights of the data, datasets, database, software or any other material shall be transferred to the END USER by granting the rights under this EULA.

#### 5. Limitation on Reverse engineering, decompilation and disassembly

You may not reverse engineer, decompile or disassemble the DATASET, unless granted otherwise under this EULA.

#### 6. No Rental, no Hosting; provisions for public communication

You are not allowed to use the DATASET for any other purpose than the PERMITTED USE as defined under this EULA, including for commercial, non-commercial or educational purposes.

You are allowed to distribute the original DATASETS or DERIVED DATASETS solely under the conditions expressed under Article 3.

#### 7. Third Party Content

The DATASET might have been developed by using third party data or other content, and the END USER has to respect the license terms for the affected content, if applicable. Such content will be marked. The use of such content has no legal consequences for the END USER as long as he keeps within the scope of the preceding contractual terms.

#### 8. Additional Service

In the event the END USER wishes to use additional Data, Datasets, Software or any other material of the LICENSOR, the LICENSOR will grant to END USER additional access by entering an additional license agreement. Such an agreement may be against additional charge.

#### 9. Remuneration

The use of the DATASET for the PERMITTED USE and under the conditions of this EULA is for free by the END USER.

Any other, , or exceeded use of the DATASET or the use of further Datasets or material of LICENSORS database or any other material not covered by this EULA may be subject to additional charge. In this event you may be obliged to pay the LICENSOR the remuneration for this additional Service according to Licensor's actual price list, with retroactive effect from the date of such use.

#### 10. Defects

The LICENSOR shall provide the DATASET in accordance with the standards of skill and care reasonably expected from a leading service provider in the LICENSOR's industry to the European Commission. A defect occurs if the DATASET can't be used, downloaded or modified as granted under this EULA, or has errors in the data inventory itself or errors in the metadata (documentation) that relevantly and negatively affect the correct use of the DATASET and the arising defect cannot be dealt with using organizational means. Any other discrepancy of the PERMITTED USE does not represent a defect. The END USER is to notify the LICENSOR via Email to [\[mlc-data@sphera.com\]](mailto:mlc-data@sphera.com) immediately about any defects that arise or are suspected to have arisen in form of DATASETS defects. The arising

circumstances and explanations/justifications have to be described in detail by END USER. In the event a defect occurs, LICENSOR's only liability will be the repair or the replacement of the affected DATASET. **In case the defect is due to the conversion of the EF3.0 version into the EF3.1 version, the END USER is to notify the European Commission via email to ENV-ENVIRONMENTAL-FOOTPRINT@ec.europa.eu.** The claim for replacement of the incorrect data is the only claim the End User has under this EULA. The repaired or replaced DATASET will be available exclusively via the same dedicated -LCDN node as the other DATASETS. The END USER has no further claim arising from such defect.

## 11. Term and Termination

This EULA and the hereunder granted PERMITTED USE are effective

- **for the "PEF/OEF study End User" until 31st December 2025**
- **for the "Policy implementation End User: Taxonomy and New Consumer Agenda" until 31st December 2025**
- **for the "Policy implementation End User: other EU policies" until 31st December 2030.**

After these dates the respective right to use the DATASET or any other Material provided will cease automatically.

Upon this date you have to stop the use, download and any other kind of use of the DATASETS. If you wish to continue using the DATASETS, you need to enter into a license agreement with the LICENSOR with effect from:

- **1st of January 2026 for the "PEF/OEF study End User";**
- **1st of January 2026 for the "Policy implementation End User: taxonomy and new consumer agenda";**
- **1<sup>st</sup> of January 2031 for the 'Policy implementation End User: other EU Policies'; or**
- any later start date for use.

The LICENSOR's right to terminate this EULA for cause shall remain unaffected. Cause shall include, but is not limited to, the following:

- a) if the END USER continuously and despite repeated warning violates against the duties arising from this EULA;
- b) **resells**, distributes or licenses against a fee the original DATASETS, MODIFIED or DERIVED DATASETS, or distributes any MODIFIED DATASETS, or distributes the original DATASETS or DERIVED DATASETS with different conditions than those allowed by this EULA;
- c) modifies, changes or disaggregates the DATASETS in a not permitted way;
- d) uses the original, DERIVED or MODIFIED DATASETS for any other purpose than the PERMITTED USE.

## 12. Warranties

The LICENSOR warrants that the DATASETS will be provided under the conditions of this EULA until the **31st December 2025 for the uses "PEF/OEF study End User" and "Policy implementation End User: taxonomy and new consumer agenda" and until 31st December 20230 for the uses 'Policy implementation End User: other EU Policies'.** The LICENSOR does not warrant the accuracy and completeness of the DATASETS. The LICENSOR does not warrant any quality of the DATASET beyond

the stated data quality as documented and reviewed in the dataset documentation. The LICENSOR does not warrant the suitability of the DATASETS for END USERS intended purpose. The use of any DATASET by the END USER is at the END USER's own risk.

### 13. Liability, Limitation and Exclusion

The DATASETS are provided by the LICENSOR "as are" and any express or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall the LICENSOR be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence) arising in any way out of the use, distribution or modification of any of these DATASETS, even if advised of the possibility of such damage.

The LICENSOR is only liable in the event of mandatory liability defined by law. The END USER will indemnify and hold the LICENSOR free against all claims, liability, damages, cost and expenses arising out of or related to END USER's breach of these terms and conditions of the EULA.

Any user which is not allowed to use the DATASETS, extends the PERMITTED USE or is in breach of any of the provisions of this EULA is liable for any damage or loss caused by the use of the DATASETS (including but not limited to license fees, profit, direct and consequential losses and damages).

### 14. Maintenance of the Database and restricted Access

The LICENSOR shall provide the maintenance service on the DATASET in accordance with the standards of skill and care reasonably expected from a leading service provider in the LICENSOR's industry to the European Commission, including node maintenance, upgrading of operating system, deployment of uploads of the software running the node, keeping and making the DATASETS available to the END USER. Notwithstanding the aforementioned, the END USER is not entitled to make claims for such service. The DATASETS are not foreseen to be updated. Maintenance will exclusively be done in case of defects. The free access to and use of repaired or replaced DATASETS and the usage of the support service per email are included in this EULA, if applicable. In the Event the LICENSOR has the suspicion of misuse of the support Service, the LICENSOR reserves the right to limit or stop for the period of 10 business days the support service for this END USER. The LICENSOR has the discretion to decide if a case of misuse has occurred. In such event the END USER has no right to raise an objection against the decision.

### 15. Applicable Law

This EULA and all claims arising out of this agreement are subject to the laws of the Federal Republic of Germany under the exclusion of international civil law.

Provided the END USER is a legal entity or a merchant, LICENSOR's place of business – Stuttgart – shall have exclusive jurisdiction unless another place of jurisdiction is mandatory by laws of the Federal Republic of Germany. LICENSOR is nevertheless entitled to invoke the aid of any other judicially competent court.

Place of performance is Leinfelden- Echterdingen, Germany.

**Any changes of this EULA are subject to the written form. The requirement for written form is fulfilled if the transfer is made via facsimile or email or uploaded to the URL (<https://lcdn.thinkstep.com/>) where the EULA is originally placed.**

#### 16. The entire Agreement

The clauses of these EULA apply to the whole use of the DATASET between the LICENSOR and the END USER. They also apply to future transactions even if they are not referred to explicitly. Other additional terms and conditions of the END USER are excluded.

#### 17. Severability Clause

Should individual clauses of these EULA be or become partially or completely ineffective, or should there be a loophole in these terms and conditions, the validity of the rest of the clauses will not be affected.