This End User License Agreement ("EULA") governs your personal use of the Agri-footprint® database (the "Database") owned by Mérieux NutriSciences | Blonk ("Licensor"), a private limited company incorporated under the laws of the Netherlands (Chamber of Commerce No. 18047485).

Definitions :
The following terms have the meanings set out below wherever they appear in this EULA:
"**Intellectual Property Rights (IP Rights**)" means Patents, registered and unregistered trademarks and service marks, domain names, registered designs and design rights, copyright (including in computer software and databases), database rights and moral rights, applications for any of the foregoing and the right to apply for any of the foregoing anywhere in the world, and all similar rights worldwide including those subsisting in inventions, designs, drawings, data, databases and computer programs.
"**Organisation**" means The entity that holds a valid licence agreement with Licensor and has authorised your access to the Database — whether you are employed by that entity (Internal User) or have been granted access to a Tool built by that entity (External User).
"**Tools**" means Any tools, software, services and/or products offered by Licensee or its End Users that use data from, or interact with, the Database, as further specified in the applicable Agreement's appendices.

1. Who You are and What this EULA covers

1.1 This EULA applies to You as an individual authorised by the Licensee to use the Database. You are either:

- an Internal User — an employee or contractor of the Licensee who accesses, edits, or interacts directly with the Database; or
- an External User — a person outside Licensee's organisation who interacts with the Database indirectly via a tool or software built by the Licensee ("Tool").

1.2 Your right to use the Database is personal and non-transferable. You may not share your access credentials or authorise any third party to access the Database on your behalf or in your place.

YOUR LICENCE TYPE

Type of License		Specific conditions
Research License	Non-commercial research and academic use only. Your Organisation is a university, NGO, non-profit organisation, or research institute. End Users (students, researchers) may use the Database for research reports, academic presentations, and teaching. Any commercial use or profit-generating activity is strictly forbidden and falls outside the scope of this licence.	End Users may not create derivative works, release interactive models, or copy/distribute the data externally. The following uses are additionally prohibited: building tools or software integrating Database data, distributing tools to External Users, commercial use of the Database, extending access to Affiliates, and engaging third-party developers. If a commercial or development use is envisaged, you must contact your Organisation, which may request the appropriate license from Licensor.
Consultancy License	Multi-user generation of multiple reports, presentations, product research and development, AND integration within a tool or software for internal company use or for use by the Licensee's customers (External Users), provided such Tools are prohibited from commercial exploitation.	End Users may build tools or software integrating Database data and may distribute such tools to External Users within the scope of specific client engagements. Commercial use of the Database for its own account is not permitted.
Enterprise License	Multi-users Allow generation of multiple reports, presentations, product research and development. Allow integration within a tool, software, or service across different internal divisions within the organisation.	End Users may build tools or software integrating Database data for use within the Licensee's organisation and its Affiliates. Distribution of such tools to External Users outside the organisation is not permitted. Commercial use of the Database is permitted for the Licensee's own operations. End Users who build Tools must ensure they include technical measures to prevent copying of the Database.
Developer License	Multi-user generation of multiple reports, presentations, product research and development, AND integration within a tool, software, or service that may be made available both internally and externally to the Licensee's customers (External Users). Your organisation is a service provider implementing the Database in software or tools for commercial and development purposes	End Users may build tools or software integrating Database data and may distribute such tools to External Users (clients) as defined in the EULA. Commercial use of the Database is permitted within the scope of the defined Tool. Transfer of data to Tool Providers is forbidden.
Commercial License	Single-user generation of multiple reports, presentations, product research and development. Commercial Use of the Database to support business activities, including the performance of calculations to the benefit of Licensee's business or Licensee's customers who pay for insight in agricultural systems.	Such forbidden use includes data integration in LCA tools, carbon footprinting tools, feed formulation or farm data management tools. End Users may not publish, redistribute or re-sell the Database or any substantial part thereof. Any use where the Database is integrated with other databases to create Tools requires a Developer License.

2. What You May Do

2.1 Subject to this EULA, Licensor grants You a personal, non-exclusive, non-transferable right to use the Database strictly within the scope and the Permitted Purpose defined for your License Type in the table under Article 1.

2.2 The following uses are common rights no matter your type of licence :

- (a) accessing and consulting the Database;
- (b) performing calculations, analyses, or modelling using Database data;
- (c) incorporating Database data into reports, presentations, studies, and similar works created in the course of your professional activities; provided that such works strictly display aggregated results or calculations and do not disclose, list, or reproduce substantial extracts of the Database;
- (d) importing Database data into internally used software or platforms (such as LCA software), strictly as necessary to perform;
- (e) sharing Database data with other End Users authorised according to the EULA;
- (f) making parts of the Database available to third-party reviewers or auditors, to the extent strictly necessary for review or verification purposes only, provided that such reviewers are provided with this EULA and are bound by confidentiality obligations no less protective than those set out in Article 6 of this EULA.

2.3 In all cases and without exception, You must clearly attribute the source of the data as Licensor, accompanied by the version number of the Agri-footprint® database used, in any publication, report, or communication incorporating Database data.

2.4 If You are uncertain whether a specific use is permitted, You must contact the Licensee before proceeding. The Licensee may consult Licensor at: info@blonksustainability.nl.

3. What You Must Not Do

3.1 The following uses are strictly prohibited, regardless of your licence type:

- (a) publishing, redistributing, reselling, sublicensing, renting, lending, or otherwise making the Database or any substantial part of it available to any person or entity outside the Licensee,
- (b) using the Database — or any data extracted from it — to develop, train, or populate a competing food, feed, or agricultural LCI database, for external exploitation;
- (c) transferring Database data to any tool provider, platform, or software system that makes data available to third parties (including ERP systems),

- (d) reverse engineering, decompiling, or otherwise attempting to extract individual works or elements from the Database beyond the scope of your type of License ;
- (e) removing or altering any identification, proprietary notices, labels, or trademarks of Licensor that appear in or on the Database;
- (f) except as expressly authorized under Section 2.2(c) and the Permitted Purpose of your specific License Type, creating Derivative Works — including add-ons, processed datasets, or any other work incorporating a substantial part of the Database or using the Database as a basis for any product or service,
- (g) publishing, displaying, or extracting individual raw data points, unaggregated emission factors, or raw data lists from the Database directly into any reports, presentations, or Derivative Works

3.2 If your licence type does not authorise a particular use that you wish to carry out, you must contact Licensor at info@blonksustainability.nl to enquire about an appropriate licence before proceeding.

4. Third-Party Data (Ecoinvent)

4.1 The Database incorporates data provided by Ecoinvent ("Ecoinvent Data"). By using the Database, You acknowledge that specific additional restrictions apply to the Ecoinvent Data, as set out in this Article 4.
4.2 In relation to the Ecoinvent Data, You must not:

- (a) use, copy, adapt, translate, modify, sublicense, sell, or distribute it, other than as expressly permitted under this EULA;
- (b) reproduce, disseminate, or publicly display it beyond what is strictly necessary for your authorized use;
- c) grant any third party any rights in respect of the Ecoinvent Data;
- (d) publish or make available any derivative datasets or database-like products that incorporate Ecoinvent Data;
- (e) use automated tools (including web crawlers or scraping scripts) to download or index the Ecoinvent Data;
- (f) use the Ecoinvent Data in any other product or service not expressly covered by this EULA;
- (g) prepare or distribute any extract or reproduction of the Ecoinvent Data, whether in full or in part, in any form or medium;
- (h) disclose your login credentials, access tokens, or any other means of accessing the Ecoinvent Data to any third party;
- (i) assign, transfer, or purport to grant any sublicence of your rights in respect of the Ecoinvent Data to any third party.

4.3 Ecoinvent is a third-party beneficiary of this Article 4 and is entitled to enforce these restrictions directly against You.
4.4 If You become aware of any breach of this Article 4 by yourself or any other person, You must notify Licensor immediately at: info@blonksustainability.nl.
4.5 By using the Database, You confirm that You have accepted the applicable Ecoinvent terms made available to You through the Licensee. If You have not accepted such terms, You must immediately stop using the Database.

5. Intellectual Property Rights

5.1 Nothing in this EULA transfers or assigns any Intellectual Property Rights of Licensor to You. Licensor retains exclusive ownership of all rights, titles, and interests in and to the Database, including all Intellectual Property Rights. The exceptions for text and data mining provided under applicable law do not apply to the Database.
5.2 You may not use Licensor's name, trademarks, or logos other than as required by the source attribution obligation in Article 2.4 Any other use of Licensor's name or marks requires Licensor's prior written approval, which may be requested at: info@blonksustainability.nl.
5.3 If You become aware of any actual or threatened third-party claim relating to the Database or Licensor's Intellectual Property Rights, You must notify Licensor promptly in writing.

6. Confidentiality

6.1 You acknowledge that the Database constitutes Licensor's copyrights.
6.2 You must keep all Database-related materials strictly confidential and must not disclose them to any third party, except to the extent strictly necessary to carry out your authorised use as defined by your License Type
6.3 Confidential materials include, without limitation: the Database itself, Licensor's working methods, pricing, licensing models, and any technical information relating to the Database.
6.4 You must implement reasonable technical and organisational measures to prevent any unauthorised access, disclosure, or use of such confidential materials.
6.5 Your obligations under this Article 6 survive the termination or expiry of this EULA for a period of five (5) years.

7. No Warranties

7.1 The Database is made available to You "as is", without warranty of any kind, whether express or implied, including any implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, or non-infringement of third-party rights.
7.2 Licensor does not warrant that the Database will be error-free, uninterrupted, or up to date. Licensor has no obligation under this EULA to provide updates, upgrades, technical support, or maintenance.
7.3 The entire risk as to the quality, accuracy, and fitness for purpose of the Database rests solely with You and the Licensee. You are solely responsible for verifying the suitability of the Database for your specific use.

8. Limitation of Licensor's Liability

8.1 To the maximum extent permitted by applicable law, Licensor is not liable to You for any damages of any kind arising out of or in connection with this EULA or your use of the Database, whether direct, indirect, incidental, special, consequential, or punitive, including loss of data, loss of profit, loss of business, or damage to reputation.
8.2 Nothing in this EULA limits or excludes Licensor's liability for death or personal injury caused by Licensor's wilful misconduct, or any other liability that cannot be excluded or limited by applicable law.

9. Your Liability — Breach and Liquidated Damages

9.1 Any use of the Database outside the scope of this EULA — including, without limitation, unauthorised redistribution, sharing of access credentials, creation of Derivative Works outside your authorised use, or disclosure to unauthorised third parties — constitutes a material breach of this EULA. You acknowledge that such a breach causes Licensor significant commercial harm that is inherently difficult to quantify.
9.2 In the event of a material breach of this EULA, You will be liable to Licensor for liquidated damages as follows:

- (a) €5,000 per instance of unauthorised use or disclosure. For the purpose of this Article 9, an "instance" means one or more breaches by You arising from the same root cause or course of conduct; and
- (b) €1,000 per day for each day the breach continues after You have been notified of it in writing.

9.3 The aggregate amount of liquidated damages per End User shall not exceed €25,000 per calendar year, unless Licensor demonstrates that the breach was intentional, committed in bad faith, or resulted in direct commercial gain for the End User. In such cases, no cap applies and Licensor additionally reserves the right to claim disgorgement of profits derived from the unauthorised use."

9.4 The right to liquidated damages does not preclude Licensor from seeking injunctive or other equitable relief to prevent or stop an ongoing or threatened breach at any time, without the need to demonstrate actual harm.
9.5 If a court of competent jurisdiction holds You liable for breach of this EULA, You agree to reimburse the Licensor for all reasonable legal fees and costs incurred in connection with such proceedings.
9.6 You must notify the Licensor in writing immediately upon becoming aware of any breach of this EULA by yourself or any person to whom You have granted or allowed access to the Database. Your notification must include details of the breach and the remedial steps taken or planned.

10. Term and Termination

10.1 This EULA takes effect on the date on which You first use the Database or accept its terms, whichever is earlier. It remains in force for as long as the Agreement between Licensor and the Licensee remains in effect.
10.2 This EULA terminates automatically and with immediate effect upon:

- (a) the termination or expiry of the Agreement for any reason; or
- (b) a material breach of this EULA by You that has not been remedied within seven (7) calendar days of written notice from Licensor or the Licensee.

10.3 Upon termination of this EULA, the following obligations apply immediately:

- (a) You must immediately cease all access to and use of the Database;
- (b) Within fifteen (15) days of termination, You must permanently delete all standalone copies of Database data in your possession, except to the extent embedded in works created prior to termination. Upon Licensor's request, You shall confirm compliance in writing.
- (c) You may retain and continue to use works created using the Database prior to termination, provided that no further access to the Database takes place and that such works remain subject to Article 6.

10.4 Termination does not relieve You of any liability incurred prior to the effective date of termination.

11. Changes to This EULA

11.1 Licensor reserves the right to update the terms of this EULA at any time. Any updated version will be provided to You through the Licensee. If You do not accept the updated terms, You must stop using the Database immediately and notify the Licensee accordingly.
11.2 If Licensor's legal identity changes or control of Licensor is transferred to another entity, this EULA continues in full force and binds You in relation to that successor entity.

12. Governing Law and Jurisdiction

12.1 This EULA is governed exclusively by the laws of the Netherlands, without regard to its conflict of law provisions.
12.2 Any dispute arising out of or in connection with this EULA — including any question regarding its existence, validity, or termination — shall be submitted to the exclusive jurisdiction of the competent court in The Hague, the Netherlands.

13. Miscellaneous

13.1 Severability. If any provision of this EULA is held invalid or unenforceable by a court of competent jurisdiction, that provision shall be construed to reflect the original intent of the Parties as closely as possible. All remaining provisions shall continue in full force and effect.
13.2 Waiver. Licensor's failure at any time to exercise or enforce any right or remedy under this EULA shall not constitute a waiver of that right or remedy and shall not affect Licensor's ability to enforce that right or remedy in the future.
13.3 Entire agreement. This EULA constitutes the entire agreement between You and Licensor in respect of your use of the Database. It supersedes all prior representations, understandings, or agreements — whether written or oral — relating to the same subject matter.
13.4 Language. This EULA is drawn up in the English language. In the event of any inconsistency between the English version and any translation into another language, the English version prevails in all respects.
13.5 Survival. The following provisions survive termination or expiry of this EULA: Article 5 (Intellectual Property Rights), Article 6 (Confidentiality, for five years), Article 8 (Limitation of Licensor's Liability), Article 9 (Liquidated Damages and Disgorgement), Article 13.6 (Post-termination obligations), and Article 12 (Governing Law and Jurisdiction).