# End User Licence Agreement (EULA)

**Version 3 of 1 April 2022**

of

## ecoinvent Association

Technoparkstrasse 1, 8005 Zurich, Switzerland

for

## ecoinvent data

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## 1 Definitions

The terms quoted and defined in this section 1, whether used in singular or the plural, shall have the meanings specified below.

"Associated Information": information and/or features (e.g., meta-information or properties) and/or files, in non-specified format (e.g., PDF, .xls, .xml, .spold) related to Datasets and selected by ecoinvent.

"Calculated Data": new data computed by using the Licensed Data, e.g., a modified Dataset or the computed result of an assessment, other than the original Dataset(s) and/or Database themselves.

"Database": the entirety of ecoinvent's Datasets and Associated Information.

"Dataset": unlinked and linked Unit Processes (UPR) (e.g., specific human activity, its associated product, its region, its classification, unit name), aggregated Life Cycle Inventories (LCI), Life Cycle Impact Assessment (LCIA) results (scores), and/or Associated Information, including any new release(s) provided by ecoinvent, as the case may be.

"Data Supplier": an individual or organisation (e.g. legal entity or public institution), including its subsidiaries, as the case may be, providing data to a Dataset.

"Data Point": one numerical value contained in an ecoinvent Unit Process (UPR), Life Cycle Inventory (LCI) or Life Cycle Inventory Assessment (LCIA) result (score).

"ecoinvent": ecoinvent Association, an association founded under the laws of Switzerland, with registered office at Technoparkstrasse 1, 8005 Zurich, Switzerland.

"ecoinvent Offer": ecoinvent's offer, order confirmation, specifications, separate agreement and/or invoice.

"EULA": this document, the End User Licence Agreement.

"Insubstantial Amounts": excerpts or portions of the Database and/or Datasets related to the Calculated Data that are

(i) not more than maximum five (5) Data Points with regard to quantity and required for transparency

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(ii) which, when reproduced and/or disseminated in any way (on their own or when compiled together), do not affect ecoinvent's ability to license the relevant Licensed Data and/or do not serve as a substitute for the relevant the Licensed Data.

"Licensed Data": the Database, Datasets and/or Data Points, to which Licensee is granted access and use rights.

"Licensee": a named or unnamed individual or organisation (e.g. legal entity or public institution) being granted access to, and use rights for, the Licensed Data and/or Calculated Data as an end user.

"Party": individually ecoinvent or Licensee (in plural jointly ecoinvent and Licensee).

"Purpose": shall have the meaning set forth in section 2.2.

"Reseller Offer": an offer or similar document by ecoinvent's reseller to a Licensee.

## 2 Scope

2.1 This EULA stipulates the licensing terms between ecoinvent and Licensee for granting access to, and use of, the Datasets and/or Database.

2.2 The Licensed Data are licensed to perform sustainability assessments („Purpose").

2.3 Unless agreed otherwise in the ecoinvent Offer, the Licensed Data are provided without support or maintenance services. ecoinvent may, at its own choice and discretion, provide updates or new releases for the Licensed Data. Any updates of the Licensed Data are provided under the licence terms of the EULA.

## 3 Provision

3.1 The Licensed Data are provided to Licensee as follows:

a) from ecoinvent: by provision of a file containing the Licensed Data or by granting access to them through a web interface or application, or through a cloud-based solution (e.g. SaaS);

b) via reseller: by reselling through software, a web interface or application, or through a cloud-based solution (e.g. SaaS) of ecoinvent's third-party licensee (reseller).

## 4 Ownership

4.1 The Licensed Data, as well any updates and/or corrections to such Licensed Data, and any intellectual property or other rights pertaining thereto, are owned by ecoinvent and/or its Data Suppliers.

4.2 The Licensed Data are licensed to Licensee, not sold. Nothing in this EULA shall operate to assign or transfer any intellectual property rights from ecoinvent and/or its Data Suppliers to Licensee.

4.3 The Licensed Data are protected by copyright law, database law, unfair competition law, trade secrecy law, or any other applicable law, as the case may be. Licensee acknowledges that ecoinvent has expended significant resources gathering, assembling and compiling each Dataset and the Database; and that they are the valuable property of ecoinvent.

## 5 Licence

5.1 ecoinvent will provide Licensee a copy of, or grant Licensee access to, the Licensed Data pursuant to section 3.

5.2 Within the limits of this EULA and/or an ecoinvent Offer, ecoinvent grants Licensee a non-exclusive, non-transferable, limited right:

a) to use the Licensed Data, in whole or in parts (e.g. Dataset), to create the Calculated Data for the Purpose; and

b) to provide the Calculated Data to viewers (e.g. readers).

5.3 In case of an infringement claim, or if ecoinvent and/or its Data Suppliers no longer has/have the rights for granting access to, and use of, the Licensed Data, Licensee shall suspend further use of the Licensed Data. ecoinvent may withdraw the Licensed Data, either on a temporary or permanent basis.

## 6 Publication / Disclosure

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6.3 Any publication or other disclosure of Insubstantial Amounts and/or Calculated Data shall reference, and give appropriate credit to, ecoinvent as the data provider.

## 7 Restrictions

7.1 Notwithstanding the rights granted under section 6, but subject to

- a separate license pursuant to an ecoinvent Offer, or
- a Reseller Offer, provided ecoinvent granted its reseller the required sub-licensing rights,

Licensee is <u>not</u> entitled, among others:

a) to publish or otherwise disclose, internally for own use or externally to third parties, any Licensed Data, or any portions thereof, exceeding Insubstantial Amounts;

b) 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 the Licensed Data, or any portions thereof, exceeding Insubstantial Amounts;

c) to assign or otherwise transfer ownership of the Licensed Data, or any portions thereof, to any third party;

d) to undertake, cause, permit or authorize any reverse assembling, reverse compiling, back-calculating, decompiling, disassembling, hacking, or other reverse engineering, and/or translating or extracting of the Licensed Data, or any portions thereof;

e) to publish or otherwise disclose the Licensed Data and/or Calculated Data through, or integrated in, a software tool (e.g. application) for internal own use (other than internal use by Licensee) or for external use by third parties;

f) to publish or otherwise disclose for internal use or for external use by third parties the Calculated Data enabling the viewer to compare and/or assess goods and services for any purchase, lease, rent, or similar actions or undertakings (for instance, publication of ecological footprints of goods and services in an e-shop, display of ecological footprints on a (physical) restaurant menu card, or declarations requiring approval by, and publication through, a government or private body recognized in the field (e.g. EN15804)).

## 8 Licence Fees

8.1 The licence fees are stipulated in ecoinvent's pricing table, the ecoinvent Offer, or the Reseller Offer, as the case may be.

8.2 Licence fees are due and payable according to the payment terms. If no payment terms are agreed, the licence fees are due prior to access to, and use of, the Licensed Data.

8.3 ecoinvent may charge maintenance fees for updates and/or new releases of the Licensed Data.

## 9 Confidentiality

9.1 Subject to Insubstantial Amounts, Licensee shall keep the Licensed Data confidential, use them solely for the Purpose and the licence granted pursuant to section 5.2, and not disclose them to any third parties.

9.2 Licensee may obtain access to the Licensed Data via login and password for online access. Licensee shall keep the login and password confidential and shall not disclose them to any third party.

9.3 In case of a breach by Licensee of this section 9, ecoinvent shall be entitled to a penalty of CHF 100'000.-. Payment of the penalty shall not release Licensee from the confidentiality obligation under this section 9. Claims for damages remain reserved.

## 10 Warranty

10.1 ecoinvent represents that the Licensed Data will operate according to the latest available release specifications.

10.2 In case of deviations from such specifications, ecoinvent will undertake reasonable efforts to correct the Licensed Data in the subsequent releases of the Database.

10.3 Notwithstanding the foregoing, but to the fullest extent permitted by the applicable law, ecoinvent and/or its Data Suppliers, both their auxiliary persons as well as any third-party suppliers of associated software and software components make no warranty, express or implied, concerning the Licensed Data, or other deliverables supplied under this EULA, which are all provided “as is”. The warranties that ecoinvent explicitly disclaims include, but are not limited to, non-infringement of third-party intellectual property, satisfactory quality, merchantability and fitness for a particular purpose.

10.4 Licensee shall inform ecoinvent immediately of any erroneous Licensed Data as well as any corrections it made to such Licensed Data.

## 11 Limitation of Liability

11.1 To the fullest extent permitted by the applicable law, ecoinvent disclaims any and all liability for damage occurring under, or in connection with, this EULA, even if advised of its possibility.

11.2 This limit also applies to any of ecoinvent’s auxiliary persons, such as, but not limited to, subcontractors, directors, officers and employees.

## 12 Licensee’s Responsibility

12.1 Licensee is aware that the Licensed Data may be derived from different sources.

12.2 Licensee shall comply with all laws applicable to it for access to, and use of, the Licensed Data.

12.3 Licensee is itself responsible for, and bears the risk of, the use and implementation of the Licensed Data and/or Calculated Data. Licensee shall indemnify, defend and hold harmless ecoinvent and its auxiliary persons from and against all costs, expenses, damages, losses or liabilities arising out of, or in connection with, its use of the Licensed Data, Calculated Data and/or breach of this EULA.

## 13 Term and Termination

13.1 The licence under this EULA is granted to Licensee for the period stipulated in the ecoinvent Offer or the Reseller Offer, as the case may be.

13.2 Notwithstanding section 13.1,

- Licensee shall have a termination right pursuant to section 14.5.
- ecoinvent may terminate this EULA immediately on written notice if Licensee materially breaches any terms of this EULA, in which case the licence granted hereunder is revoked immediately.

13.3 Upon expiration (section 13.1) or termination (section 13.2) of the licence under this EULA, Licensee must, subject to mandatory archiving requirements, which cannot be waived, destroy or return all copies of the Licensed Data in Licensee’s possession to ecoinvent. Licensee shall confirm unsolicited to ecoinvent in writing compliance with this requirement.

## 14 General

14.1 Any general terms and conditions of Licensee are explicitly excluded, even if referenced in any order (or similar document).

14.2 Except as expressly provided in this EULA, ecoinvent does not grant Licensee, whether directly or by implication or otherwise, any patent, copyright, database, trademark, trade secret, know-how, or other intellectual property right. Licensee shall not remove or alter any symbols or legends indicating any intellectual property right.

14.3 Licensee shall comply with applicable export and import laws and regulations, including those of Switzerland, which prohibit or limit export for certain uses or to certain end users.

14.4 Licensee may not assign or transfer the EULA or Licensee's rights under it, or delegate or subcontract Licensee's rights or obligations, without ecoinvent's prior written approval.

14.5 Any change, modification, addition or removal of the terms of use of this EULA shall be communicated to Licensee at its e-mail address communicated and known to ecoinvent. As of such notification, Licensee shall have a thirty (30) day notice period to deny such new terms and terminate the EULA to the following e-mail address: sales@ecoinvent.org. After expiry of the thirty (30) day notice period, access to the Licensed Data shall only be granted to Licensees who have not rejected the new terms.

14.6 If any provision of this EULA is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired as long as the intent of the Parties can be preserved. In such cases, both Parties undertake to replace the invalid, illegal or unenforceable provision with another valid, legal and enforceable regulation. The same principle applies to open terms or omissions.

14.7 This EULA is governed by **Swiss law**, without regard to the conflict of laws provisions. The United Nations' Convention on International Sales of Goods of 11 April 1980 (SR 0.221.211.1) does not apply.

14.8 Disputes arising under, or in connection with, this EULA shall be exclusively subject to the jurisdiction of the **competent courts of the city of Zurich, Switzerland**.

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