



End User License Agreement (EULA)

For the use of “ecoinvent Production of Chemicals Datasets created in the context of the Environmental Footprint (EF) project of the European Commission (2016-2021)”

Preamble

IMPORTANT READ CAREFULLY: This End-User License Agreement (“EULA”) is a legal agreement between you (“YOU” or “FINAL USER”) (either an individual or a single entity) and ecoinvent (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 A FINAL 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 A FINAL USER AS DEFINED UNDER THIS EULA, YOU HAVE TO CONTACT THE LICENSOR FOR THE USE OF THE DATASETS UNDER pef@ecoinvent.org.**

1. Definition

“LICENSOR”: means ecoinvent Association, an association founded by five Swiss research institutes according to Art. 60 et seq. of the Swiss Civil Code (in German: “Verein”), having its registered office in Zurich, Switzerland.

“DATASET”: any of the Life Cycle Inventory (LCI) datasets or Life Cycle Impact Assessment (LCIA) results datasets that are published by the LICENSOR in the International Reference Life Cycle Data System (ILCD) data format.

“FINAL USER”: Any person or organisation (or their contactors via them) using one or more of the datasets made available through this tender when carrying out a regular PEF or OEF study in compliance with any PEFCR/OEFSR listed in the Commission web page: http://ec.europa.eu/environment/eussd/smgp/PEFCR_OEFSR.htm.

Any third party (either an individual or single entity), who is not defined as Final User under this EULA, is only allowed to use the DATASET after prior written approval of LICENSOR and under additional conditions.

“REGULAR PRODUCT ENVIRONMENTAL FOOTPRINT (PEF) STUDIES AND ORGANISATION ENVIRONMENTAL FOOTPRINT (OEF) STUDIES”: Studies that are developed and used in compliance with most updated version of the European Commission’s Product

Environmental Footprint (PEF) and Organisation Environmental Footprint (OEF) methods and any other technical document developed by DG ENV.

"MODIFIED"/"MODIFICATIONS" 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

"DERIVED" 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 third party 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 under this EULA, or (example for level-1 disaggregated DATASETS) using a different electricity or transport process in the database.

2. Grant of License

The LICENSOR grants the FINAL USER the non-exclusive, non-transferable, and nonsublicensable license for the use of the Life Cycle Data for implementing regular Product Environmental Footprint (PEF) studies and Organisation Environmental Footprint (OEF) studies exclusively under the specified Product groups and sectors as defined in the Product Environmental Footprint Category Rules (PEFCR) and Organisation Environmental Footprint Sectorial Rules (OEFSR) listed in http://ec.europa.eu/environment/eusssd/smgp/PEFCR_OEFSR.htm and in accordance with the terms and conditions of this EULA exclusively until 31st December 2021 (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 FINAL 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 regular PEF or OEF studies.

3. Description of other Rights and Limitations

The LICENSOR grants to the FINAL 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 for the PERMITTED USE.

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.

The adaption right includes the right to modify, 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.

Any use beyond this aforementioned PERMITTED USE or by other persons or entities than the FINAL USER is only allowed with the prior written consent of the LICENSOR and against an additional charge.

4. Reservation of rights and Ownership

The DATASET 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 FINAL 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.

- lease, license, sell or distribute the original or MODIFIED DATASET, or DERIVED DATASETS, for free or against a fee, and independently whether in ILCD format or any other form or format.

- add, insert or/and distribute original DATASET, MODIFIED or DERIVED DATASETS in whole or/and part of such datasets into/within databases or other tools owned/licensed by FINAL USER or any other third party.

- not allowed to grant other parties, that are not FINAL USER or project partners under this EULA access to the DATASET, MODIFIED or/and DERIVED DATASETS

The permitted exceptions are:

(1) the distribution of the original DATASET as part of commercial or open source software, provided that the DATASET is made available as “add-on” to any commercial database (i.e. they should not be already available in the original database) and only after explicit approval from the user of this EULA.

(2) for free among project partners (entities or persons) implementing a specific PEF or OEF study in compliance with one of the PEF CRs and OEF SRs listed at http://ec.europa.eu/environment/eussd/smgp/PEFCR_OEF SR.htm and meeting the other requirements under this EULA. These conditions also apply analogously to DATASETS that were already previously redistributed. In case the dataset documentation is required for 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.

(3) Distribution for free of a PEF or OEF “LCI result” (aggregated) dataset as one form of DERIVED DATASET is permitted. The distributed PEF or OEF LCI result dataset must retain a reference to the fact that one or more DATASETS under this present license, provided by the LICENSOR have been used, and an electronic reference to the data node <https://ecoinvent.lca-data.com/> is to be included in visible form for the user.

The reference to be used of a single dataset shall contain as minimum the following details: “ecoinvent Association: LCI datasets for EU Environmental Footprinting (EF) implementation 2016-2021. <DATASET’s complete Name>, <DATASET’s Location>, <DATASET’s Reference year>, <DATASET’s UUID>, <DATASET’s Version number>. <https://ecoinvent.lca-data.com/>. Date of download XXX”. For several datasets or whole stocks the specific source file generated by the node owner shall be used and the date of download shall be reported.

Distribution of other types of DERIVED DATASETS that are not PEF or OEF results or of any original DATASET, MODIFIED DATASET or DERIVED DATASETS against charges or fees is not permitted.

Any public, written or oral communication by the Final User or any third party referring 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 more above.

7. Third Party Content

The DATASET might have been developed by using third party data or other content, and the FINAL 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 FINAL USER as long as he keeps within the scope of the preceding contractual terms.

8. Additional Service

In the event the FINAL USER wishes to use additional Data, Datasets, Software or any other material of the LICENSOR, the LICENSOR will grant to FINAL USER additional access by entering an additional license agreement 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 FINAL 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 is subject to additional charge. In this event you are 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 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 FINAL USER is to notify the LICENSOR via Email to pef@ecoinvent.org 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 FINAL USER. In the event a defect occurs, LICENSOR’s only liability will be the repair or the replacement of the affected

DATASET. The repaired or replaced DATASET will be available exclusively via the same dedicated ILCDN node as the other DATASETS. The FINAL USER has no further claim arising from such defect.

11. Term and Termination

This EULA and the hereunder granted PERMITTED USE are effective until 31 of December 2021. After this date the right to use the DATASET or any other Material provided will cease automatically.

Upon this date you have to stop the 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 the 1st of January 2022, or later start date of use.

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 FINAL USER continuously and despite repeated warning violates against the duties arising from this EULA;

b) resells against a fee the original DATASETS, MODIFIED or DERIVED DATASETS, or distributes any MODIFIED DATASETS, or distributes the original DATASETS with different conditions than those allowed by this EULA;

c) modifies or changes DATASETS in a not permitted way;

d) uses the original or MODIFIED DATASETS for any other purpose than the PERMITTED USE.

12. Warranties

The LICENSOR warrants that the DATASET will be provided under the conditions of this EULA until the 31st December 2021. The LICENSOR do not warrant the accuracy and completeness of the DATASETS. The LICENSOR do not warrant any quality of the DATASET beyond the stated data quality as documented and reviewed in the dataset documentation. The LICENSOR do not warrant the suitability of the DATASET for FINAL USERS intended purpose. The use of any DATASET by the FINAL USER is at the FINAL 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. For each case LICENSORS liability is limited to 5€ in the maximum. The FINAL USER will indemnify and hold the LICENSOR free against all claims, liability, damages, cost and expenses arising out of or related to FINAL 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 FINAL USER. Notwithstanding the aforementioned, the FINAL 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 FINAL USER. The LICENSOR has the discretion to decide if a case of misuse has occurred. In such event the FINAL 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 Swiss law under the exclusion of international civil law.

Provided the FINAL USER is a legal entity or a merchant, LICENSOR's place of business - city of Zurich (Switzerland), in Switzerland - shall have exclusive jurisdiction unless another place of jurisdiction is mandatory by Swiss Law. LICENSOR is nevertheless entitled to invoke the aid of any other judicially competent court.

Place of performance is **competent court of the city of Zurich**.

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.

16. The entire Agreement

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