

WRATE - SINGLE USER LICENCE AGREEMENT

Licence agreement between:

(1) Golder Associates (UK) Ltd, Attenborough House, Browns Lane, Keyworth, Nottingham, NG12 5BL “**we**” or “**us**” or “**our**”; and

(2) “**you**”, our licensee

IMPORTANT

WE OWN OR HOLD A LICENCE TO USE THE COPYRIGHT, TRADE MARKS, TRADE NAMES, DATABASE RIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS SUBSISTING IN OR USED IN CONNECTION WITH THE SOFTWARE AND EMBEDDED DATA INCLUDING ALL COPIES WHICH YOU ARE AUTHORISED TO MAKE BY THIS LICENCE, KNOWN AS *THE WASTE AND RESOURCES ASSESSMENT TOOL FOR THE ENVIRONMENT* (“**WRATE**” OR “**THE SOFTWARE**”). THE RIGHTS ARE PROTECTED BY LAW.

IT IS AN INFRINGEMENT OF OUR INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE (AND THOSE OF OUR LICENSORS) TO USE OR LOAD THE SOFTWARE ONTO A COMPUTER WITHOUT OUR LICENCE.

WE ARE WILLING TO LICENCE THE SOFTWARE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL THE TERMS CONTAINED IN THIS LICENCE.

PLEASE READ THIS LICENCE CAREFULLY AND IN PARTICULAR THE TERMS CONTAINING EXCLUSIONS AND LIMITATIONS OF LIABILITY, AND DISCLAIMERS.

THESE TERMS APPLY TO YOUR USE OF THE SOFTWARE, WHETHER IN DEMONSTRATION MODE, STANDARD MODE, OR EXPERT MODE, DEPENDING UPON THE LEVEL OF FUNCTIONALITY LICENSED TO YOU BY US. PLEASE REFER TO THE USER MANUAL WHICH DESCRIBES THE LEVEL OF FUNCTIONALITY CONFERRED BY THIS LICENCE IN RESPECT OF EACH LEVEL OF OPERATION.

YOU MAY USE THE SOFTWARE FOR THE AUTHORISED PURPOSES (AS DEFINED BELOW) ONLY.

NOTHING IN THIS LICENCE OR USE OF THE SOFTWARE SHALL OPERATE AS A STATUTORY AUTHORISATION, APPROVAL, CONSENT, LICENCE OR PERMIT FROM US.

1 Definitions

In this licence the following terms have the following meanings:

“**Annual Fee**” means the fee payable by you to us in advance for loading and using the Software and Support Services in each Subsequent Licence Period in accordance with this licence.

“Authorised Purposes” means use in relation to municipal waste strategies, waste plans, tenders for waste management services, to help build consensus in waste management or as a teaching or training tool for any or all of the following:

- a) to calculate the environmental emissions and resource flows for waste management, and specific environmental impacts arising from these;
- b) to compare the above for different waste management systems or processes;
- c) to establish where changes to a system would produce most improvement for the environment.

“Initial Licence Period” means the period of 12 months commencing on the date on which a Software Activation Code is supplied to you.

“Licence Fee” means the fee payable by you to us in advance for the matters set out in paragraph 3.1.1.

“Licence Period” means the Initial Licence Period and any Subsequent Licence Period(s) unless this licence is terminated.

“Named User” means either you or one individual at any one time nominated by you to use the Software on your behalf instead of you, provided that you have first notified us in writing of the name of that individual.

“the Software” means the software program known as the Waste and Resources Assessment Tool for the Environment (WRATE), including where appropriate, methodologies and data contained on it at the time of supply and any new releases and any accompanying documentation.

“Subsequent Licence Period(s)” means each period of 12 months or part thereof subsequent to the Initial Licence Period unless terminated in accordance with this licence.

“Software Activation Code” means a code which we issue to you following your payment of the Licence Fee or Annual Fee and which enables you to access and use the Software in accordance with this licence during the Initial Licence Period, or applicable Subsequent Licence Period (as appropriate).

“Support Services” means the services set out in paragraph 9.

“Training Course” means appropriate training in the use of the Software at an approved course run by us (or our contractors) including training materials for you or one Named User only, but excluding your Named User’s subsistence and travel etc. costs or expenses of attendance.

2 Licence and Software Activation

2.1 In consideration of your agreement to the terms of this licence and payment of our fees, we grant you a non-exclusive right to use the Software for the Licence Period in accordance with these terms. This licence is personal to you as the licensee of the Software and is for your benefit only.

2.2 It is a condition of this licence that you shall not be entitled to the Support Services described in paragraph 9 until your Named User has attended the relevant Training Course or Training Courses

after payment of the appropriate fee(s). Only after this has happened, shall we provide you or your Named User with the Support Services described in paragraph 9.

- 2.3 Once you have paid the Licence Fee and notified us that you have installed the Software in accordance with this licence, we shall send to you the Software Activation Code enabling you to exercise your rights under this licence during the Initial Licence Period. Following the Initial Licence Period, and subject to your payment of the relevant Annual Fee, we shall issue you with a Software Activation Code in respect of the relevant Subsequent Licence Period.

3 Fees

- 3.1 The Licence Fee is in respect of:

- A. this licence to use the Software for the Initial Licence Period
- B. Support Services for the Initial Licence Period

- 3.2 The Annual Fee is in respect of:

- A. this licence to use the Software for the relevant Subsequent Licence Period
- B. Support Services for that Subsequent Licence Period.

- 3.3 You must pay our invoice in respect of the Licence Fee and each Annual Fee in advance of you using the software and in advance of us providing you with a Software Activation Code for your level of licence (Expert or Standard) for the applicable Licence Period.

- 3.4 All sums payable by you under this licence are exclusive of any applicable taxes including VAT which shall be payable by you at the prevailing rate.

4 Permitted use

- 4.1 As licensee of the Software, you may, subject to the terms of this licence and on a non-exclusive basis for the Licence Period:

- A. load the Software on a single computer which is under your control;
- B. allow your Named User to use the Software for the Authorised Purposes only;
- C. copy the Software for back-up and archival purposes and make up to two copies of the documentation (if any) accompanying the Software, provided that the original and each copy is kept in your possession and that your installation and use of the Software does not exceed that allowed by this licence.

5 Restrictions on use

- 5.1 You must not nor permit others to:

- A. have the Software loaded into two or more computers at the same time;
- B. allow anyone other than your Named User to use the Software;

- C. load the Software onto a networked system or on a computer connected to file server or other system that allows shared access to the Software unless you first institute technical or procedural methods to prevent concurrent use of the Software by more than one user;
- D. extract data from the Software and use, modify, copy or put it into or use with any other Software or modelling tool, including spreadsheet models, or otherwise modify, copy or use other than in conjunction with the Software or for the Authorised Purposes;
- E. sub-license, assign, rent, lease or transfer the licence or the Software or make or distribute copies of the Software except as permitted by this licence;
- F. translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Software except as permitted by law;
- G. make copies of the Software, in whole or part, except for back-up or archival purposes as permitted in this licence or by law;
- H. use any back-up copy of the Software for any purpose other than to replace the original copy in the event that it is destroyed or becomes defective;
- I. copy the written materials (except as permitted by this licence) accompanying the Software;
- J. adapt, modify, delete or translate the written material accompanying the Software in any way for any purpose whatsoever;
- K. vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software;
- L. use the Software in such a way as to damage our reputation.

6 Undertakings

- 6.1 You shall ensure that, prior to use of the Software by your Named User, such person is notified of this licence and its terms.
- 6.2 Where you permit a Named User, or any other person to use the Software in breach of this licence, you remain responsible to us for any breaches of this licence by that Named User and/or unauthorised user or unauthorised uses.
- 6.3 You shall reproduce and include our copyright notice (or such other party's copyright notice as specified on the Software) on all and any copies of the Software, including any partial copies of the Software.
- 6.4 You shall hold all drawings, specifications, data (including object and source codes), software listings and all other information relating to the Software and any passwords issued by us to you, confidential and not at any time, during this licence or after its expiry, disclose the same, whether directly or indirectly, to any third party without our consent except:
 - A. as expressly authorised by this licence;
 - B. where it becomes public knowledge through no fault of yours;
 - C. or is required to be disclosed by law.
- 6.5 If you wish to transfer the Software from one computer to another, you will notify the Helpdesk before you uninstall the Software from the first computer, note the unlicensed code and provide it to the

Helpdesk so that any remaining unexpired period of the licence can be transferred to the second computer.

6.6 You shall obtain and maintain the appropriate licences for your Named User to use the Software with Microsoft Windows XP, Microsoft Windows 7, or any other operating system necessary to run the Software.

6.7 If we grant you access to a website in connection with the Software, you shall comply with the terms for use of that website including, but not limited to, keeping your password confidential.

7 Data

7.1 Data held on the Software is owned by us, or where indicated, by our third party licensor, ecoinvent Centre, EMPA, Lerchenfeld str. 5, CH – 9014 St. Gallen, Switzerland. By using the Software and the data incorporated in it, you shall also comply with the ecoinvent Centre's end user terms set out in the Schedule to this licence ("**the ecoinvent Centre End User Terms**") in relation to your use of ecoinvent Centre's data and you shall only use or copy such data by using the Software for the Authorised Purposes.

7.2 You or your Named User may use and copy the data only in conjunction with the Software and for the Authorised Purposes only and as permitted by this licence.

8 Title/Intellectual Property Rights

8.1 As licensee you own only the CD or medium on which the Software is recorded or fixed. You may retain the CD or medium on termination of this Agreement provided the Software is erased or otherwise rendered unusable.

8.2 We and our licensors shall at all times retain ownership of the intellectual property rights in the Software including any data contained on it and you shall not acquire any rights in it except as expressly stated in this licence or permitted by law and nothing in this licence shall restrict our or our licensors' rights.

8.3 You must inform us as soon as possible in writing of any unauthorised use of the Software or infringement of our intellectual property rights or claims that use of the Software infringes the rights of a third party.

9 Support Services/new releases

9.1 In this licence "**Support Services**" means:

- A. reasonable use of a Help Desk to which faults should be reported and non-fault enquiries made (the latter will be limited to 5 hours of our staffs time to respond to queries per annual licence period). We shall use reasonable endeavours to make this available from Monday to Friday 9am to 5.00pm, excluding public holidays in England.

B. correction of faults within a reasonable time after these have been notified to us, depending upon the nature and potential impact of the fault.

9.2 We may, in addition, at our discretion, supply you with new release(s) of the Software from time to time which may include updates and improvements to the data. If you fail to accept a new release we shall have no obligation to provide Support Services to you. Once an upgrade has been issued to you, we will not support older versions of the software after a period of 3 months.

10 Warranty

10.1 Subject to paragraph 10.2, we warrant that for a period of 90 days from the start of the Initial Licence Period, or supply of a new release, as appropriate ("**the Warranty Period**"):

A. The medium on which the Software is recorded will be free from defects in materials and workmanship under normal use. If the medium fails to conform to this warranty, you may, as your sole and exclusive remedy, obtain a replacement free of charge if you return the defective medium to us during the Warranty Period together with evidence of payment;

B. The copy of the Software will materially conform to the documentation that accompanies the Software. If the Software fails to operate in accordance with this warranty, you may, as your sole and exclusive remedy, return all of the Software to us during the Warranty Period, along with the de-licence code, specifying the problem, and we will provide you either with a new version of the Software or a full refund at your option.

10.2 We shall not be liable under the warranties given in paragraph 10.1 if the CD or the Software fails to operate in accordance with that warranty as a result of any modification, variation, or addition to the Software not performed by us or is caused by any abuse, corruption or incorrect use of the CD or Software, including use of the Software with equipment or other software with which it is incompatible or with operating systems other than those specified in paragraph 6.6.

11 Disclaimer/limitations of use

11.1 Whilst we have used reasonable endeavours to ensure that our data are up to date, our data have not been prepared to meet your or anyone else's individual requirements so it is your responsibility to ensure that the data meet your needs.

11.2 We cannot ensure and therefore give no promise that the data will always be accurate, complete, up to date or valid. We will use reasonable care to ensure that you are provided with an accurate copy of the data from our records at the time of supply or as supplied to us by theecoinvent Centre. Note that when ecoinvent Centre update their databases, we will be under no obligation to update the data within the system.

11.3 We do not warrant that the Software will meet your requirements or that its operation will be uninterrupted or error free or that the medium on which it is supplied are free from viruses, worms, trojan horses, or similar. You should carry out your own checks for these prior to loading the Software.

11.4 We exclude and expressly disclaim all express and implied warranties or conditions not stated in this, licence so far as such exclusion or disclaimer is permitted under the applicable law.

11.5 If you are a consumer, nothing in these terms affects your statutory rights.

12 Liability

12.1 Subject to paragraph 12.3, our aggregate liability to you under this licence agreement shall not:

- A. during the Initial Licence Period exceed the Licence Fee paid by you; and
- B. during any Subsequent Licence Period, exceed the Annual Fee paid by you in relation to that Subsequent Licence Period.

12.2 Subject to paragraph 12.3, in no event will we be liable to you for:

- A. any indirect or consequential damages, or loss of profit, business, revenue, goodwill, or anticipated savings, even if we have been advised of the possibility of such damages. In particular, we accept no liability for any programs or data made or stored with the Software nor for the costs of recovering or replacing such programs or data;
- B. any losses caused as a consequence of you inputting onto and/or using any data in conjunction with the Software which has not been supplied by us expressly for such purpose

12.3 Nothing in this Agreement limits liability for fraudulent misrepresentation or our liability to you in the event of death or personal injury resulting from our negligence.

12.4 You acknowledge that the Software is a life cycle tool to assist in identifying and quantifying environmental emissions from and resources used in waste management systems to assist in the comparison of their environmental impacts. You acknowledge and agree that the limitations contained in this clause are reasonable in the light of all the circumstances.

12.5 You will fully indemnify us in respect of any claims made by third parties against us where you have breached any terms of this licence or where such claims have arisen from or relate to the use by you of data not supplied by us with the Software

13 Termination

13.1 This licence automatically terminates if you:

- A. fail to pay an Annual Fee by its due date;
- B. commit any serious breach of any term of this licence, and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from us to do so, to remedy the breach;
- C. become insolvent;
- D. destroy the copies of the Software in your possession;
- E. voluntarily return the Software to us.

13.2 We may terminate this licence at any time after the Initial Licence Period upon three months notice to you. In that event we shall refund to you an appropriate proportion of the Annual Fee paid by you relating to the period between the date of termination and the end of the relevant Subsequent Licence Period.

13.3 In the event of termination you must immediately cease to use the Software and, as soon as practicable, destroy or delete all copies of the Software from all storage media in your control.

13.4 Termination will not affect our respective rights that exist prior to termination.

13.5 Paragraphs 7, 8, 11, 12, 15, 16, 18, 19 and 20 shall survive termination.

14 Force majeure

14.1 Neither of us shall be liable to each other for a delay in performing obligations (other than payment) where this is due to circumstances outside the reasonable control of that party.

15 Severability

15.1 In the event that any provision of this licence is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either you or us from any relevant competent authority, we shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or, at our discretion, such provision may be severed from this licence and the remaining provisions of this licence shall remain in full force and effect.

16 Entire agreement

16.1 You have read and understand this licence and agree that it constitutes the complete and exclusive statement of the agreement between us with respect to the subject matter of this licence.

17 Assignment

17.1 This licence is personal to you and you may not assign, transfer, sub-contract or otherwise part with this licence or any right or obligation under it without our prior written consent.

17.2 We may use third party contractors to carry out all or part of our obligations under this licence.

18 Waiver

18.1 Failure or neglect by you or us to exercise any of its rights or remedies under this licence will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this licence nor prejudice that party's right to take subsequent action.

19 Third Party Rights

19.1 Except for the rights of ecoinvent Centre to enforce the ecoinvent Centre End User Terms, no third party is given or intended to have any rights under these terms under the Contracts (Rights of Third Parties) Act 1999.

20 Law and dispute resolution

20.1 Except for the ecoinvent Centre End User Terms which are governed by the laws, and subject to the jurisdiction of the courts, specified in section 15 of the ecoinvent Centre End User Terms, this licence and all matters arising from it are governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction over all disputes arising in connection with this Agreement and the place of performance of this licence is agreed by you to be England.

20.2 If a dispute arises between you and us, we shall both attempt in good faith to resolve it by first referring it to senior managers. If the dispute is not resolved either of us may refer the dispute to the Centre for Effective Mediation to appoint a mediator under its standard procedures.

20.3 All negotiations including the mediation shall be carried out on a without prejudice basis and in confidence. Except for a party's rights to seek interim relief in the courts, neither party may start any court action until 45 days after the appointment of a mediator. Each of us shall bear our own costs of this dispute resolution procedure but the costs and expenses of mediation shall be shared equally.

20.4 Performance of any obligations under this licence shall not be delayed during the dispute resolution procedure.

SCHEDULE

End User Licence Agreement (EULA) for ecoinvent Database and ecoinvent Datasets

§ 1 Preamble

This **EULA** represents a contract between **Empa**, legally representing the Swiss Centre for Life Cycle Inventories (**ecoinvent Centre**) and you as an individual or legal person as **end user** or **end user of an educational licence**.

Please read this **EULA** carefully before using any version of the **ecoinvent Database** or any **ecoinvent Dataset**.

By downloading, installing or using any **ecoinvent Database** or using any **ecoinvent Dataset**, **end user** or **end user of educational licences** agree to be bound by the terms of use of this **EULA**.

If you do not accept this **EULA**, you are NOT ALLOWED to use the **ecoinvent Database** or any **ecoinvent Dataset** except those in the free part of the database for which no licence fee is due.

§ 2 Definitions

The following defined terms and expressions shall have the same meaning in singular as well as in plural:

EULA means End User Licence Agreement of any version of the **ecoinvent Database** or any **ecoinvent Dataset**.

Empa means the interdisciplinary research and services institution for material sciences and technology development within the ETH Domain legally representing the **ecoinvent Centre**. **Empa** and **ecoinvent Centre** are hereinafter referred to as **Licensor**.

ecoinvent Centre means the Swiss Centre for Life Cycle Inventories. Whereas the **ecoinvent Centre** is formed by various Swiss research institutions as "einfache Gesellschaft" according to art. 530 ff. Swiss "Obligationenrecht", it is legally represented by and integrated at **Empa**.

LCA means Life Cycle Assessment.

LCI data means Life cycle inventory datasets, each representing the environmental data for a specific human activity.

ecoinvent Database means the database containing **ecoinvent Datasets**. The **ecoinvent Database** covers any version of the database that the **end user** or **end user of an educational licence** has access to.

ecoinvent Dataset means the individual **LCI data** in the **ecoinvent Database**, each representing the environmental data for a specific human activity, in whatever form (electronic, paper) they may be accessed by the **end user** or **end user of an educational licence**.

ecoinvent guest means a person being granted only an inscription for the **ecoinvent Database** without being granted a single- or multi-user-licence.

end user represents an individual or legal person using the **ecoinvent Database** or any **ecoinvent Dataset** as a single user on an individual computer or as a multi-user on several individual computers or a workstation.

educational licence means the right to use the **ecoinvent Database** or an **ecoinvent Dataset** on an unlimited number of individual computers (or workstations) at the **Licensee's** site for a non-commercial academic use only.

end user of an educational licence represents an individual person being employed at a university or a university as a legal person, using the **ecoinvent Database** or an **ecoinvent Dataset** as a single user on an individual computer or as a multi-user version on several individual computers or workstations for non-commercial, academic use.

end user and **end user of an educational license** are hereinafter referred to as **Licensee**.

Licensor and **Licensee** are hereinafter referred to as **Parties**.

Reseller means a supplier of **LCA** Software with the **ecoinvent Database**.

§ 3 Scope of this EULA and subject matter

1. The **ecoinvent Database** or any **ecoinvent Dataset** are solely owned by **Licensor** or any other **Licensor's data supplier**. They are only licensed, not sold.
2. The **ecoinvent Database** as well as any **ecoinvent Dataset** are protected by national and international copyright laws and treaties. **Licensor** reserves all intellectual property rights, including copyrights and trademark rights.
3. This **EULA** shall apply to all contractual relationships in which a **Licensee** acquires a licence for the use of the **ecoinvent Database** or any **ecoinvent Dataset** directly from **Licensor** or via a **Reseller**.
4. Subject to the terms of use set forth in this **EULA**, **Licensor** grants to **Licensee** the right to use the **ecoinvent Database** or an **ecoinvent Dataset** under the conditions as set hereinafter.
5. The **ecoinvent Database** or an **ecoinvent Dataset** are licensed at different license fees in different versions for commercial use either as a single-user licence on an individual computer or as a multi-user licence on several individual computers or workstations at **Licensee's** site.
6. The **ecoinvent Database** or an **ecoinvent Dataset** can also be granted with different license fees as a single-user licence on an individual computer or as a multi-user licence on several individual computers or workstations for non-commercial, academic use at **Licensee's** site.
7. The **Licensee** obtains access to the **ecoinvent Database** or an **ecoinvent Dataset** with a login and password for online access.

§ 4 License fees

a) **end user**

1. The payment for the transfer and use of the **ecoinvent Database** or **ecoinvent Dataset** of the respective version and licence type is subject to the price list valid at the time of the order or subject to a written agreement between **Licensor / Reseller** and **Licensee** regarding the price.
2. After payment, login and password are sent to **Licensee**, allowing access to the corresponding **ecoinvent Database** or **ecoinvent Dataset**.

3. Login and passwords may be changed by **Licensors** at any time and the new login and password are communicated to **Licensee**.

b) **end user of an educational licence**

4. The payment for the transfer and use of the **ecoinvent Database** or **ecoinvent Dataset** of the respective version and licence type for non-commercial academic use is subject to the price list valid at the time of the order or subject to a written agreement between **Licensors / Resellers** and **Licensee** regarding the price.

5. The educational version of the **ecoinvent Database** may be limited by **Licensors** at any time in geographical or temporal coverage compared to the commercial versions.

6. The current educational version of the **ecoinvent Database** may be accessed from an unlimited number of computers or workstations by university personnel and students for non-commercial, academic use only. After acceptance of the application for an educational licence, first year login and non-changeable password are submitted to the **Licensee** allowing access to the educational version of the **ecoinvent Database**. Each year, a new login and/or a new password will be communicated to the **end user of an educational licence**. The former login and password are put back to the **ecoinvent guest** status for another 6 months before they are deleted definitively.

§ 5 Validity of Licence

1. The granted licence is only valid for the current version of the **ecoinvent Database** or for a specific **ecoinvent Dataset** which has been purchased. Access to these data is granted as long as a specific version is offered as a licence by the **ecoinvent Centre** or a **Reseller**. If a certain version is no longer offered as a licence by the **ecoinvent Centre** or by a **Reseller** to whom the right of licensing has been commissioned, neither access to nor support for such a version of the **ecoinvent Database** or for such a specific **ecoinvent Dataset** are guaranteed

2. Against payment of an annual service fee, the **end user** or **end user of an educational licence** obtains access to any published updates for the licensed version of the **ecoinvent Database** or the **ecoinvent Dataset** during the following 12 months period. Access to updates can only be obtained by continuous annual payment of the annual service fee or by purchase of a new license.

§ 6 Rights of Licensee

1. As between the **Parties**, **Licensors** reserves all rights in and to the **ecoinvent Database** or to a specific **ecoinvent Dataset**. **Licensee** is granted a right to use the **ecoinvent Database** or a specific **ecoinvent Dataset** as set forth in this EULA, unless additional rights to use are explicitly granted in a written document.

a) **End user:**

2. As a single-user licence, **end user** is granted a non-exclusive licence that may be assigned to use the licensed version of the **ecoinvent Database** on a single computer only as set forth in this **EULA**.

3. With a multi-user licence, the **ecoinvent Database** may be implemented on a specified number of computers or workstations, provided that these computers or workstations are owned by the same **end user**. The number of concurrent computers using the **ecoinvent Database** is specified in the **end user's** order and in the respective bill.

4. **End user** is entitled to use the **ecoinvent Database** as specified in the corresponding order and in the respective bill, for an unlimited number of commercial or educational LCA projects and reports. Data shall be quoted herein by attributing as source the corresponding **ecoinvent Database** and/or the corresponding version of the **ecoinvent Dataset**.

b) **End user of an educational licence:**

5. **End user of an educational licence** is granted a non-exclusive licence to use the current educational version of the **ecoinvent Database** on one or more computer(s) or workstations at the same University and to use it for an unlimited number of non-commercial, academic or educational **LCA** projects and reports. Data shall be quoted herein by attributing as source to the corresponding version of the **ecoinvent Database** or the **ecoinvent Dataset**.

6. **End user of an educational licence** is responsible for ensuring that the educational version of the **ecoinvent Database** accessed are used exclusively by the personnel and students of the University for non-commercial, academic use.

§ 7 Restrictions of use

1.a. The use of a single-user licence is connected and limited to one identified person.

1.b. The use of a multi-user licence is connected and limited to a corresponding number of identified persons.

1.c. The use of an **educational licence** is connected to one clearly defined educational institution. The right to use an **educational licence** may be transferred to employees and students of the **Licensee** without further approval of the **Licensor**. Adequate measures must be taken by **Licensee** to ensure that all the employees and students involved understand the limits on the rights to use and that the **educational licence** is for non-commercial personal and educational use only.

2. **Licensee** is not entitled to use the **ecoinvent Database** or the **ecoinvent Dataset** by preparing extracts, or for any further commercial purposes.

3. **Licensee** is not entitled to reproduce, disseminate or publicly display any significant portions of the **ecoinvent Database** or the **ecoinvent Datasets**.

4. **Licensee** is not entitled 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 **ecoinvent Database**, the **ecoinvent Dataset** or any portions thereof.

5. **Licensee** is not entitled to undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the **ecoinvent Database**, the **ecoinvent Dataset** or any part thereof except to the extent permitted by law.

6. **Licensee** is not entitled to assign the **ecoinvent Database** or the **ecoinvent Dataset** as a whole or any portions thereof to any third party.

7. **End user of an educational licence** is not authorized to use the **ecoinvent Database** for externally funded research projects of his institution.

§ 8 Other rights of Licensor

1. **Licensor** reserves any other rights regarding the use and exploitation of the **ecoinvent Database**, e.g. the right to add additional features or functions, or to provide programming fixes, updates and upgrades, to the **ecoinvent Database**.

2. **Licensor** has no obligation to make available to **Licensee** any subsequent versions of an **ecoinvent Dataset**, except when **Licensee** has continuously paid the annual service fee for updates.

§ 9 Validity and material defects ofecoinvent Database or anecoinvent Dataset

It is within the responsibility of **Licensee** to verify and to assess the validity and integrity of the **ecoinvent Database** or the **ecoinvent Dataset** prior to its use and to decide whether or not it fits for the intended use.

§ 10 Limitation of Liability

1. **Licensor** shall only be liable for damages occurring on wilful intent or gross negligence in accordance with art. 100 Swiss Code Civil.
2. **Licensor** shall not be liable for any material defects/damages, including consequential damages, loss of income, business or profit, special, indirect or incidental damages due to the use of **ecoinvent Database** or any **ecoinvent Dataset**.
3. **Licensor's** liability for material defects is restricted to those taking place during the transfer of the **ecoinvent Database** or any **ecoinvent Dataset** from the original source to **Licensee**.
4. **Licensee** must assume the entire risk of using the **ecoinvent Database** or any **ecoinvent Dataset**.

§ 11 Guarantees / Warranties

1. **Licensor** disclaims all warranties, expressed or implied, including, but without limitation, the warranties of merchantability and of fitness for any purpose of **ecoinvent Database** or any **ecoinvent Dataset**.
2. **Licensor** guarantees the operability of the currently available version of the **ecoinvent Database**.
3. **Licensor** has made all efforts possible to avoid **ecoinvent Datasets** being subject to the rights of third parties, in particular that its use does not infringe patents, copyrights or other intellectual property rights of third parties. However, **Licensor** does not guarantee that **ecoinvent Datasets** are not subject to the rights of third parties. **Licensee** shall notify **Licensor** immediately and in writing if any third party should assert an infringement claim against **Licensee** in connection with the **ecoinvent Database**.
4. **Licensor** does not guarantee the accuracy, completeness, correctness, non-infringement of third party rights or fitness for a particular purpose of information available from the currently available version of the **ecoinvent Database**.
5. **Licensor** does not guarantee that the technical details of the **ecoinvent Database** are suitable for a specific purpose beyond the specifications in the data quality guideline.
6. In case of programming errors (e.g. technical corruption) limiting the usability of the currently available version of the **ecoinvent Database**, the warranty period shall be one year after purchase of a licence.

§ 12 Severability Clause

1. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the validity or enforceability in that jurisdiction or any other provision of this Agreement shall not be affected. The concerned provision is superseded in accordance with the legal laws.
2. Instead of an invalid provision, a valid provision shall be deemed to be agreed which comes economically closest to what the parties intended; the same applies in the case of an omission.

§ 13 Changes of this Agreement

1. **Licensor** reserves the right at its discretion to change, modify, add or remove terms of use of this **EULA** at any time.
2. Any change, modification, addition or removal of the terms of use of this **EULA** must be notified to **Licensee** as soon as possible. Such notification will be done by announcement in combination with the next use of **ecoinvent Database** or **ecoinvent Dataset**.
3. **Licensee** will have to agree on such change, modification, addition or removal of the terms of use of this **EULA** before use of the latest version of **ecoinvent Database** or **ecoinvent Dataset** will be allowed again. In case of a missing renewed consent by **Licensee**, any further use of **ecoinvent Database** or **ecoinvent Dataset** will be automatically denied without any right of compensation or reimbursement of payment being due.
4. In case of modifications and changes of any national or international legal framework having compulsory effect on this **EULA** as well as on the provision of any contractual duties, rights and services formerly negotiated between **Licensor** and **Licensee**, **Licensor** shall be allowed to change this EULA without explicit consent of **Licensee**.

§ 14 Termination

1. **Licensor** reserves the right to terminate this **EULA** at any time without consent of **Licensee**. Termination shall automatically become effective one month after notification to **Licensee** has taken place.
2. **Licensor** may terminate this **EULA** with immediate effect if **Licensee** fails to comply with any term or condition of this EULA. In such event, **Licensee** must destroy all copies of the provided **ecoinvent Database** or any **ecoinvent Dataset**.
3. The use of **ecoinvent Database** or **ecoinvent Dataset** will be automatically terminated in case of **Licensee** denies renewal of consent to this **EULA**.

§ 15 Applicable Law and Court of Jurisdiction

1. All disputes arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendment and termination, shall be exclusively governed by Swiss law.
2. The Court of Jurisdiction is Dübendorf.

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