

End User License Agreement ("EULA")

IMPORTANT READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you ("YOU" or "FINAL USER") and thinkstep AG ("LICENSOR"). BY USING THE DATASET WITHIN THE LICENSED SOFTWARE SOLUTION OR DATABASE 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.

1. Definition

"LICENSOR": thinkstep AG, Hauptstrasse 111 – 113, 70771 Leinfelden-Echterdingen, Germany

"DATASET": any of thinkstep EF DATA as defined under the both data categories in Annex 1 and licensed to FINAL USER under this EULA.

LICENSE: means the perpetual right to use the licensed DATASETS as named seat user under the Terms and Conditions of this EULA. The DATASET will be sold as perpetual licenses without any maintenance contract .

"FINAL USER": Any person or organisation using one or more of the DATASETS licensed through Licensor for the Permitted purpose defined under this Agreement. For clarification, Final User is not a consumer in the meaning of § 13 BGB. 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 mutual written agreement with Licensor.

"Permitted Purpose": means the right to use the DATASETS in FINAL USER projects in the scope and the Restrictions defined under this EULA.

"MODIFIED DATA"/"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 DATA " refers to a DATASET that was obtained by combining via mathematical and/or stochastic operations one or more of the DATASETS by making use of substantial and specific additional information and/or datasets of FINAL USER or third Party, resulting in a significantly different dataset for a semantically different product system, for example an aggregated LCI Dataset or EPD-like dataset of a different product system. Note that this does not include simpler changes such as for example adding a transport step or summing up two data sets.

1. Grant of License

The Licensor grants the FINAL USER the perpetual non-exclusive, non-transferable, non-sublicensable restricted right to use the DATASET for the Permitted Purpose in accordance with the terms and conditions of the EULA.

2. 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.

FINAL USER will not acquire any rights whatever to the licensed DATASET, Modified DATASET, updates documents or other services made available by LICENSOR other than granted under this EULA.

Duplications or copies of the DATASETS, and all accompanying materials by FINAL USER and passing it on to third Parties outside the terms of this present agreement is not permitted and constitutes a breach of this Agreement, unless this third party has a valid license agreement with the LICENSOR on those DATASETS and all accompanying materials.

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.

3. Restriction of Use

FINAL USER is entitled to use the DATASET to create MODIFIED DATASETS and DERIVED DATASETS. Furthermore shall FINAL USER be entitled to use these DERIVED RESULTS for their own purpose unless defined otherwise under this EULA.

The granted right is restricted as follows The FINAL USER is NOT allowed to :

- a) Use the DATASET or MODIFIED DATA for any other purpose than the Permitted Purpose
- b) sell, lease, license, sublicense, distribute or exploit in any other manner the DATASET or MODIFIED DATASET for free or against a fee and independently of any form or format;
- c) decompile, disassemble or reverse engineer the DATASET; extract or reuse the single DATASET or the DATASET in whole or in part on inventory or impact Level
- d) create a DERIVED DATASET and Sell, distribute, publish or exploit it as a whole or part of a commercial or non-commercial database, software, solution, model or any other kind of known or unknown tool
- e) temporarily or permanently reproduce, display, distribute or communicate to the public the DATASET in whole or part, unless and only to the extent that the re-production, display, distribution or communication contains only an insubstantial part of the DATASET or MODIFIED DATASET and is solely for the purpose of supporting or explaining any results obtained through the permitted usage of the DATASET/MODIFIED DATASET.
- f) extract the DATASET/MODIFIED DATASET from the database the DATASETS are licensed as part of and to distribute, use, sell, publish or exploit it as part of a commercial or non-commercial Software, database, solution, model or any kind of known or unknown tool .

For the purpose of clarification and without being exhaustive, FINAL USER shall be entitled to publish individual created DERIVED DATASETS, albeit not for a fee or similar and not as part of databases, tools, solution, or model. Third parties are not permitted to re-distribute/re-publish these DERIVED DATASETS in any form or format.

4. References

- a) Any DERIVED or MODIFIED DATASET as well as the created Reports must retain a reference to the fact that one or more DATASETS under this present license, provided by the LICENSOR have been used. This information is to be included in visible form for the user. The required citation for external communications about the use of the DATASETS is as a minimum:

thinkstep AG 2019: GaBi and industry based, official LCI datasets from thinkstep; Environmental Footprinting (EF) implementation, version EF 2.0. <DATABASE NAME>.

- b) Any DERIVED DATASET that is shared by the Final user must in addition contain the following information in an easily visible place inside the derived dataset:

This dataset may not be distributed or otherwise shared with third parties in any form or format, unless and only to the extent that the re-production, display, distribution or communication contains only an insubstantial part of the dataset and is solely for the purpose of supporting or explaining any results obtained through its permitted use.

- c) Any public, written or oral communication by the Final User or any third party referring the DATASET (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 as follows:

thinkstep AG 2019: GaBi and industry based, official LCI datasets for thinkstep Environmental Footprinting (EF) implementation, version EF 2.0. <DATABASE NAME> . Use only permitted under the license conditions found in each dataset.

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. 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.

7. 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.

8. Remuneration

The use of the DATASET for the Permitted Purpose and under the conditions of this EULA is granted against charge.

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.

9. Defects

The Licensor provides the DATASET "AS IS" to the exclusion of any and all warranties or guarantees. Neither maintenance, updates nor upgrades are foreseen to be offered for the DATASETs. Licensors will solely inform FINAL USER about major bugs incurred and provide solutions for these bugs. FINAL USER has no right to claim remedy for Defects.

10. Term and Termination

This EULA and the license granted hereunder is perpetual.

Licensor has the right to rescind the granted right to use in the following events:

- a) FINAL USER continuously and despite warning is in breach of the conditions of this EULA;
- b) Licensee resells, sublicense or distribute the DATASET, MODIFIED DATASET

- c) Licensee resells, sublicense or distribute any DERIVED DATASET other than under the conditions as specified in this EULA;
- d) FINAL USER modifies or changes the DATASET in a not permitted way;
- e) FINAL USER uses the DATASET, modified DATASET or DERIVED DATASET for any other purpose than the Permitted Purpose.

In the event the right to use is rescinded by LICENSOR, FINAL USER is obligated to give back all obtained DATASETS as well as the complete accompanying information given to him and any other documents at no cost. The proper return also covers the complete and final deletion of all existing copies. LICENSOR can waive the return and order deletion of the DATASET as well as destruction of the documents. If LICENSOR exercises this right to choose, FINAL USER has to guarantee LICENSOR of the executed deletion and destruction expressly in writing.

The paid Remuneration will be not refunded. FINAL USER has no claim for any compensation.

11. Warranties

LICENSOR does not warrant the accuracy, correctness or completeness of the DATASETS. The LICENSOR does 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.

12. 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 Licensor's 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 Purpose 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).

13. Applicable Law and Jurisdiction

This EULA and all claims arising out of this agreement are subject to the substantive laws of Germany excluding the UN Convention on Contracts for the International Sale of Goods.

Provided that the FINAL USER is a legal entity or a merchant, Licensor's place of Business - Stuttgart, Germany – shall have exclusive jurisdiction unless another place of business is mandatory by law. Licensor is nevertheless entitled to invoke the aid of any other judicially competent court.

Place of performance is Stuttgart, Germany.

14. Written form

Any changes of these EULA are subject to the written form. The requirement for written form is fulfilled if the transfer is made via facsimile or email.

15. Entire Agreement

This EULA constitutes the entire agreement between Licensor and FINAL USER and supersedes all prior understandings of Licensor and FINAL USER, including any prior representation, statement, condition, or warranty with respect to the subject matter of this EULA.

16. Severability Clause

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

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ANNEX 1 THINKSTEP EF DATA Categories licensed by thinkstep to the European Commission during the EF Pilot Phase

thinkstep owned and licensed Databases under the EF-Pilot -Phase

- Energy and transport /thinkstep
- Packaging / thinkstep
- End of Life / thinkstep
- Metals / thinkstep
- Incineration / thinkstep
- Electronics / thinkstep
- Plastics / thinkstep
- Cooling and freezing transport / thinkstep

The EF 2.0 data packages of both the “full” and “reduced” versions contains the following elements:

- secondary EF-compliant life cycle inventory datasets
- all compatible EF impact assessment methods