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

§ 1 Preamble

This **EULA** represents a contract between **ecoinvent** 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**.

ecoinvent was founded by five Swiss research institutes as Verein ("association" according to Art. 60 ff. of the Swiss Civil Code, having its registered office in Zürich). **ecoinvent** is hereinafter referred to as **Licensor**.

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 workstations.

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 **Licensor** 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 **Licensor / Reseller** and **Licensee** regarding the price.

5. The educational version of the **ecoinvent Database** may be limited by **Licensor** 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 six (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 maintenance 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 maintenance fee or by purchase of a new license.

§ 6 Rights of Licensee

1. As between the **Parties**, **Licensor** 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 maintenance fee for updates.

§ 9 Validity and material defects of ecoinvent Database or an ecoinvent 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 Return

The exchange and the return of **ecoinvent Database** or **any ecoinvent Dataset** to ecoinvent are generally not possible and never possible whenever the data have already been accessed. Only in exceptional cases and after agreement from **ecoinvent** it is possible to return the already ordered **ecoinvent Database** or **any ecoinvent Dataset**. In case **ecoinvent Database** or **any ecoinvent Dataset** have specially been ordered for the **Licensee**, as well as custom-configured systems are excluded from any return possibility.

In case **ecoinvent** agrees on return of **ecoinvent Database** or **any ecoinvent Dataset**, such return will be at **Licensee's** own risk and expenses *within a maximum of ten (10) days after the Licensee will have received the first order confirmation from ecoinvent.* **ecoinvent Database** or **any ecoinvent Dataset**

must be sent with the received confirmation of the data key. When returning **ecoinvent Database** or **any ecoinvent Dataset** the **Licensee** must expect a complete loss of the **ecoinvent Database** or **any ecoinvent Dataset**. **ecoinvent** assumes no liability for damages resulting from such loss.

§13 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.

§ 14 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 maintenance formerly negotiated between **Licensor** and **Licensee**, **Licensor** shall be allowed to change this EULA without explicit consent of **Licensee**.

§ 15 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**.

§ 16 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 *Zurich.*

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY DOWNLOADING OR INSTALLING OR USING THE ECOINVENT DATA, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO LICENSOR THE RIGHTS SET FORTH HEREIN.