



## End User License Agreement

For the use of “ecoinvent Production of Chemicals Datasets created in the context of the Environmental Footprint (EF) project of the European Commission (2017-2020)”

**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](mailto: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**”: this present and 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 via the **ecoinvent LCDN node** of the International Life Cycle Data Network (ILCDN) under this address: (<http://ecoinvent.lca-data.com/>)

#### “**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 PEF or OEF study in compliance with any PEFCR/OEFSR developed in the context of the Commission led pilot phase on Environmental footprint. For the list of PEFCRs/OEFSRs see webpage [http://ec.europa.eu/environment/eussd/smgp/PEFCR\\_OEFSR.htm](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 the LICENSOR and

under additional conditions. Non- FINAL USERS have to contact the LICENSOR under [PEF@ecoinvent.org](mailto:PEF@ecoinvent.org).

## **REGULAR PRODUCT ENVIRONMENTAL FOOTPRINT (PEF) STUDIES AND ORGANISATION ENVIRONMENTAL FOOTPRINT (OEF) STUDIES:**

Studies that are developed and used in compliance with the rules specified in the European Commission's Product Environmental Footprint (PEF) and Organisation Environmental Footprint (OEF) guides, published as Annexes II and III of the COMMISSION RECOMMENDATION of 9 April 2013 on the use of common methods to measure and communicate the life cycle environmental performance of products and organisations (2013/179/EU) [in: Official Journal of the European Union, L124, Volume 56, 4 May 2013 (ISSN 1977- 0677)], as well as meeting additional requirements as specified currently in the latest version of the Commission's "Guidance for the implementation of the EU Product Environmental Footprint (PEF) during the Environmental Footprint (EF) pilot phase" and the "Guidance for the implementation of the EU Organisation Environmental Footprint (OEF) during the Environmental Footprint (EF) Pilot Phase" - if applicable- or replacing documents, and any referenced documents.

**"MODIFIED"/"MODIFICATIONS"** refers to having omitted, changed or added information of a DATASET, resulting in a data set 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 removing or changing data set 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 one or more of the DATASET, and by making use of substantial additional information and/or third party data sets, resulting in a significantly different data set (i.e. LCIA results differ more than 10% after normalization and weighting) 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 through a dedicated node in the International Life Cycle Data Network (ILCDN) the non-exclusive, non-transferable, and non-sublicensable 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 24 Product groups and 2 sectors as defined in the 24 Product Environmental Footprint Category Rules (PEFCR) and 2 Organisation Environmental Footprint Sectorial Rules (OEFSR) listed in the Annex and in accordance with the terms and conditions of this EULA exclusively until 31st December 2020 (PERMITTED USE). In case a data set 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 FINAL USER can subscribe

for free to an information mailing list that will inform any such repair or replacement within 10 business days.

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 notice of the LICENSOR and against an additional charge.

### **4. Reservation of rights and Ownership**

The DATASET allocated by the 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**

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, for free or against a fee, and independently whether in ILCD format or any other form or format. The permitted exception is the distribution of the original DATASET for free among project partners (entities or persons) implementing a specific PEF or OEF study under the named 26 PEFCRs and OEFSRs and meeting the other requirements under this EULA. These conditions also apply analogously to DATASETS that were already previously redistributed. In case the data set 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.

Distribution for free of a PEF or OEF LCI result data set as one form of DERIVED DATASET is permitted. The distributed PEF or OEF LCI result data set must retain a reference to the fact that one or more DATASETS under this present license, provided by the LICENSOR and developed based on ecoinvent data sets, have been used, and an electronic reference to the data node (<http://lcdn.ecoinvent.com>) is to be included in visible form for the user. The correct citation of an **ecoinvent PEF data** or a **derivate data** for external communication is:

- ecoinvent (2017-2020). [Dataset Name], [Geography Shortname], [Dataset UUID], [Dataset version]. ecoinvent (2017) Data on the Production of Chemicals created for the EU Product Environmental Footprint (PEF) pilot phase implementation, [www.ecoinvent.org](http://ecoinvent.org), ecoinvent Association, Zürich, Switzerland. Restricted use. Download from <http://ecoinvent.lca-data.com/>

Distribution of other types of DERIVED DATASETS that are not PEF or OEF results or 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, ...) has to identify in a prominent and well visible place the source of the DATASETS as follows:

- ecoinvent (2017-2020): Data on the Production of Chemicals created for the EU Product Environmental Footprint (PEF) pilot phase implementation. Use only permitted under the license conditions found in each dataset. <http://ecoinvent.lca-data.com/>

## 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 in 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](mailto: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 the 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. The FINAL USER can subscribe to a free email information service via <http://ecoinvent.lca-data.com/> via which channel the LICENSOR will inform all subscribed FINAL USERS about any identified defects and data repairs or replacements, or other relevant information about the DATASETS and data node and other relevant information in PEF/OEF context.

## **11. Term and Termination**

This EULA and the hereunder granted PERMITTED USE are effective until 31 of December 2020. 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 2021, 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 or distribute, the original DATASETS or MODIFICATED DATASETS
- 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 2020.

The LICENSOR do not warrant the accuracy and completeness of the DATASETS. LICENSOR do not warrant any quality of the DATASET beyond the stated data quality as documented in the data set documentation and reviewed by an independent external review panel. 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.

#### **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.

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.

*This text was agreed on by the participants to the European Commission PEF pilot project and is used with permission.*



# Privacy Policy

## 1 Scope

This privacy policy stipulates how ecoinvent Association, Technoparkstrasse 1, 8005 Zurich, Switzerland (hereinafter "ecoinvent" or "we") processes personal data of customers and visitors ("you") of the ecoinvent Life Cycle Data Network node (<https://ecoinvent.lca-data.com/>) and mobile applications ("website"), whether these personal data are provided by the data subject or by a third party, and whether the personal data are transmitted to [Acronym] via the website or via another means.

## 2 Contact

You can contact us as follows:

ecoinvent Association  
Technoparkstrasse 1  
8005 Zurich  
Switzerland

ecoinvent is represented by Dr. Gregor Wernet  
[support@ecoinvent.org](mailto:support@ecoinvent.org)

## 3 General

ecoinvent's is a non-profit organisation that promotes the use and good practice of LCI data by, among others, supplying up-to-date, relevant, transparent, consistent, understandable, and affordable LCI data as independent data hub. On our website we offer information about our business, our products and services, an online database as well as feedback, forum and blogging opportunities.

We adhere to data protection law. All personal data collected during registration on, or during use of, our website, which are protected either by the Swiss Federal Data Protection Act (hereinafter "FDPA") or the European General Data Protection Regulation (hereinafter "GDPR"), will be used exclusively for fulfilling our services to you; unless, in particular pursuant to this privacy policy, you have consented to further use of the personal data or the applicable law permits such further use. Our employees are obliged to treat personal data confidentially.

As we process most personal data electronically, we have taken appropriate IT organisational and technical measures (e.g. IT security)) to ensure that your personal data is protected. We also regularly educate our employees in data protection and information security.

We carefully select any third party that we engage to process your personal data. This third party is obligated to take appropriate security measures to guarantee the confidentiality and security of your personal data.

#### **4 What Personal Data is Collected for What Purpose**

We may collect your master data (name, address, e-mail, UID, etc.), personal data about the services obtained, online preferences, and your feedback.

We use your personal data to communicate with you and third parties, for concluding the agreement and processing transactions with you, for running the website, for providing our webinars, for market research and marketing, such as contacting you by postal mail, e-mail or text messages, and to operate our IT system (e.g. hosting and maintenance).

Input fields on the website that are absolutely necessary for the provision of our services are marked accordingly during registration. The disclosure of personal data in non-marked input fields on the website is voluntary. You can inform us at any time that you no longer wish us to process the personal data you provided voluntarily (cf. section 11, Your Rights).

Furthermore, we collect your surfing and usage data when you access our website. This data includes, for example, information about which browser and browser version you are using, when you accessed our website, which operating system you use, from which website (link) you accessed our website, which elements of the website you use, and how you use these elements. These data are stored together with the IP address of the device you are using to access our website. They serve to correctly display and optimise our website and to protect it against attacks or other infringements. We do not draw any conclusions about the data subject from these surfing and usage data. We only evaluate the personal data anonymously, unless the personal data is required to clarify infringements.

#### **5 Retention Period**

We only process personal data until the purpose, for which it was collected, is fulfilled, or as required by law.

If you have opened an account with us, we will store the master data you provided for an unlimited period of time. However, you can request the deletion of your account at any time (cf. section 11, Your Rights). We will delete your master data, unless we are required otherwise by applicable law.

If you placed an order without opening an account, your master data will be deleted after the expiry of the services or warranty period (as applicable), unless we are required otherwise by applicable law. This deletion can take place immediately or in the context of periodically executed deletion runs.

To refuse further business contact with a data subject due to misuse or other legitimate reasons, we may store personal data for five years, or ten years in case of recurrence.

## **6 Processing by Third Parties and Abroad**

Within the purpose agreed herein, we may have personal data processed by third parties. Such third parties are marketing and market research companies, companies that operate our information technology (outsourcing partners), or attorneys and government bodies.

We or the third parties may process the personal data abroad, i.e. in European or non-European countries. We represent that the third parties will only use the personal data according to the law and exclusively in the interest of ecoinvent. These necessary contractual guarantees provided by the third parties are based on the standards of the European Commission (also recognised in Switzerland). You have the right to inspect the guarantees in these contracts (or parts thereof).

We have mandated the following third parties to process your personal data:

- Oliver Kusche IT Services, Kaiserstr. 183, 76133 Karlsruhe, Germany;
- European Commission, Environment DG, B - 1049 Brussels, Belgium;
- The Rocket Science Group, LLC, 675 Ponce de Leon Ave NE, Atlanta, GA 30308 USA for providing the newsletter (guarantees according to Privacy Shield);
- SurveyMonkey, 1 Curiosity Way, San Mateo, CA 94403, USA for our surveys;
- LogMeIn Inc., 320 Summer Street, Boston, MA 02210, USA for providing the webinars.

## **7 Analytical Services**

We use third party services to analyse surfing behaviour. We also integrate content of third party websites.

Personal data processed by analytical services are transmitted anonymously to servers of the commissioned third parties abroad, including the USA.

## **8 Inclusion of Third Party Elements on Our Web Site**

Our website includes content from various third party providers, such as, for instance, videos from video platforms, such as, YouTube, or social media button from platforms such as Facebook or Twitter. This content enables our visitors to enjoy content from those platforms on our website or simply to share our content on the relevant social media networks.

When you browse our website, if such content is displayed as part of the website, a connection to the servers of the third party provider is automatically established. Personal data about your visit to our website, in particular your IP address, will be transmitted to this third party provider. Therefore, if you have signed in to that third party's account at the time you visit of your website (for example, with a Facebook or Google account), that third party may detect that you visited our website. In this case,

you authorise us to share this information with the third party provider that hosts your account.

Please note that the information regarding the purpose and scope of data processing by such third parties, as well as your rights and setting options, is provided by such third parties.

## **9 Cookies**

We use cookies on our website.

Cookies are data packets sent from the webserver of our website to your browser. They are stored on your computer and can be retrieved by the webserver at a later visit. Cookies store information about the online preferences of visitors to the website and enable us to improve the visitor experience.

We use session cookies and permanent cookies. Session cookies are used to uniquely assign to you or your Internet browser information stored on the webserver that are necessary when accessing the website (e.g. the online shop) during a web session (e.g. so that the contents of the shopping basket are not lost). Session cookies are deleted after closing your Internet browser. Permanent cookies are used to save your preferences (e.g. preferred language) over several independent accesses to our website, i.e. even after closing your Internet browser or to enable automatic login. Permanent cookies are deleted according to the settings of your Internet browser (e.g. one month after your last visit). By using our website and the corresponding functions (e.g. language selection or auto login) you agree to the use of permanent cookies.

You can delete existing cookies in your Internet browser at any time, and deactivate the setting of additional cookies in your browser settings. However, deactivation may affect the functionality you enjoy on our website.

## **10 Legal Bases of Processing**

The legal justification, upon which we base our processing of personal data, is stipulated in article 13(2)(a) FDPA (processing directly related to the conclusion, or the settlement, of a contract; corresponding to article 6(1)(b) GDPR; and article 13(1) FDPA (consent of the data subject or obligation to process by law) corresponding to article 6(1)(a) GDPR.

We reserve the right to store the first name and surname, postal address, and e-mail address of a data subject pursuant to article 13(1) FDPA (corresponding to article 6(1)(f) GDPR) if, based on misuse, non-payment or similar legitimate reasons, we refuse to conclude any future contracts with data subjects.

Furthermore, group entities may also process personal data pursuant to article 13(1) FDPA (corresponding to article 6(1)(f) GDPR).

## **11 Your Rights**

Upon request, we will inform the data subject about and - if so - which personal data we process about him or her (*right of confirmation, right of access*).

At your request:

- we will cease processing personal data, in part or in full (*right to withdraw your consent to the processing of personal data for one or more specific purposes; right to erasure (right "to be forgotten")*). Your request to be forgotten will also be communicated to third parties to whom we have previously forwarded your personal data.
- we will correct the relevant personal data (*right to rectification*);
- we will restrict the processing of the relevant personal data (*right to restriction of processing*; in this case we will only store or use your personal data to protect our own legal claims or the third party rights;
- you will receive the relevant personal data in a ma format (*right to data portability*).

To request any of the rights described in this section, for example if you no longer wish to receive our e-mail newsletters or if you wish to delete your account, please use the appropriate function on our website, or contact our data protection officer or an employee as described in section 2 (Contact).

If we do not comply with your request, we will inform you of the reasons for our non-compliance. For example, we may legally refuse to delete your personal data if we still need it to fulfil the purpose, for which it was originally provided (for example if we continue providing our services to you), if the processing is based on mandatory law (for example mandatory accounting regulations), or if we have a predominant interest of our own (for example in the case of a lawsuit against the data subject).

If we assert a predominant interest in the processing of personal data, you have nevertheless the right to object to the processing; provided, however, that your individual situation compares differently to that of other data subjects (*right to object*). This could be the case, for example, if you are a person of public interest, or if processing increases the risk of you being harmed by third parties.

If you disagree with our response to your request, you have the right to file a complaint with a competent supervisory authority, for example, in your country of residence or at the registered seat of [Acronym] (*right to appeal*).

## 12 Applicable Law and Place of Jurisdiction

This privacy policy and any agreements concluded based on, or in connection with, this privacy policy, as the case may be, are governed by **Swiss law**, unless the applicable law of another country is applies mandatorily. The place of jurisdiction is the **registered seat of ecoinvent**, unless a different place of jurisdiction applies mandatorily.

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## End User License Agreement

For the use of “GaBi-based LCI Datasets for EU Environmental Footprinting (EF) implementation 2016-2020”, of thinkstep AG

**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 the thinkstep AG (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 [GaBi@thinkstep.com](mailto:GaBi@thinkstep.com).**

### 1. Definition

**“LICENSOR”:** thinkstep AG, Hauptstraße 111-113, 70771 Leinfelden-Echterdingen, Germany

**“DATASET”:** this present and 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 via thinkstep’s data node of the International Life Cycle Data Network (ILCDN) under this address: <http://lcdn.thinkstep.com> .

**“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 PEF or OEF study in compliance with any PEFCR/OEFSR developed in the context of the Commission led pilot phase on Environmental footprint.

Note: For the list of PEFCRs/OEFSRs see webpage [http://ec.europa.eu/environment/eussd/smgp/PEFCR\\_OEFSR.htm](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. Non Final Users have to contact Licensor under [GaBi@thinkstep.com](mailto:GaBi@thinkstep.com) .

**„REGULAR PRODUCT ENVIRONMENTAL FOOTPRINT (PEF) STUDIES AND ORGANISATION ENVIRONMENTAL FOOTPRINT (OEF) STUDIES“:** Studies that are developed and used in compliance with the rules specified in the European

Commission's Product Environmental Footprint (PEF) and Organisation Environmental Footprint (OEF) guides, published as Annexes II and III of the COMMISSION RECOMMENDATION of 9 April 2013 on the use of common methods to measure and communicate the life cycle environmental performance of products and organisations (2013/179/EU) [in: Official Journal of the European Union, L124, Volume 56, 4 May 2013 (ISSN 1977-0677)], as well as meeting additional requirements as specified currently in the latest version of the Commission's "Guidance for the implementation of the EU Product Environmental Footprint (PEF) during the Environmental Footprint (EF) pilot phase" and the "Guidance for the implementation of the EU Organisation Environmental Footprint (OEF) during the Environmental Footprint (EF) Pilot Phase" - if applicable - or replacing documents, and any referenced documents.

**"MODIFIED"/"MODIFICATIONS"** refers to having omitted, changed or added information of a DATASET, resulting in a data set 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 data set 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 one or more of the DATASET, and by making use of substantial additional information and/or third party data sets, resulting in a significantly different data set (i.e. LCIA results differ more than 10% after normalization and weighting) 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 through thinkstep's dedicated node in the Life Cycle Data Network (LCDN) 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 that have been finalised and approved during the EF pilot phase 2013 to 2018 and as defined in the Product Environmental Footprint Category Rules (PEFCR) and Organisation Environmental Footprint Sectorial Rules (OEFSR) listed in [http://ec.europa.eu/environment/eussd/smgp/PEFCR\\_OEFSR.htm](http://ec.europa.eu/environment/eussd/smgp/PEFCR_OEFSR.htm) and in accordance with the terms and conditions of this EULA exclusively until 31<sup>st</sup> December 2020 (PERMITTED USE). In case a data set 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 data set versions is at the sole risk of FINAL USER. The FINAL USER can subscribe for free to an information mailing list that will inform any such repair or replacement within 10 business days.

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, for free or against a fee, and independently whether in ILCD format or any other form



or format. The permitted exception is the distribution of the original DATASET for free among project partners (entities or persons) implementing a specific PEF or OEF study under the named PEFCRs and OEFSRs and meeting the other requirements under this EULA. These conditions also apply analogously to DATASETs that were already previously redistributed. In case the data set 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.

Distribution for free of a PEF or OEF LCI result data set as one form of DERIVED DATASET is permitted. The distributed PEF or OEF LCI result data set must retain a reference to the fact that one or more DATASETs under this present license, provided by the LICENSOR and developed based on GaBi data sets, have been used, and an electronic reference to the data node (<http://lcdn.thinkstep.com>) is to be included in visible form for the user. The required citation for external communications about the use of DATASETs is as a minimum:

- thinkstep AG (2016-2020): GaBi and industry based LCI datasets for EU Environmental Footprinting (EF) implementation 2016-2020. <DATASET's complete Name>, <DATASET's Location>, <DATASET's Reference year>, <DATASET's GUID>, <DATASET's Version number>, <DATASET's owner>. <http://lcdn.thinkstep.com>

Distribution of other types of DERIVED DATASETs that are not PEF or OEF results or 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, ...) has to identify in a prominent and well visible place the source of the DATASETs as follows:

- thinkstep AG (2016-2020): GaBi and industry based LCI datasets for EU Environmental Footprinting (EF) implementation 2016-2020. Use only permitted under the license conditions found in each dataset. <http://lcdn.thinkstep.com>

## **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 in 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-OEF-requests@thinkstep.com](mailto:PEF-OEF-requests@thinkstep.com) 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. The FINAL USER can subscribe to a free email information service via [PEF-OEF-requests@thinkstep.com](mailto:PEF-OEF-requests@thinkstep.com) via which channel the LICENSOR will inform all subscribed FINAL USERS about any identified defects and data repairs or replacements, or other relevant information about the DATASETS and data node and other relevant information in PEF/OEF context.

## **11. Term and Termination**

This EULA and the hereunder granted PERMITTED USE are effective until 31 of December 2020. 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 1<sup>st</sup> of January 2021, 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 or distribute, the original DATASETS or MODIFIED DATASETS
- 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 31<sup>st</sup> December 2020.

LICENSOR do not warrant the accuracy and completeness of the DATASETS. LICENSOR do not warrant any quality of the DATASET beyond the stated data quality as documented in the data set documentation and reviewed by an independent external review panel. 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 Law of the Federal Republic of Germany, under the exclusion of international civil law.

Provided the FINAL USER is a legal entity or a merchant, LICENSOR's place of business – Leinfelden-Echterdingen in Germany – shall have exclusive jurisdiction unless another place of jurisdiction is mandatory by German Law. LICENSOR is nevertheless entitled to invoke the aid of any other judicially competent court.

Place of performance is Leinfelden-Echterdingen, Germany.

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.

## **ANNEX**

List of the initial 24 PEFCRs and 2 OEFSRs – for the list of finalised and approved PEFCRs and OEFSRs and the exact definition of the respective product group that each PEFCR covers, see the official PEFCRs and OEFSRs that are currently accessible via the European Commission’s “Single Market for Green Products Initiative“ website at

[http://ec.europa.eu/environment/eussd/smgp/PEFCR\\_OEFSR.htm](http://ec.europa.eu/environment/eussd/smgp/PEFCR_OEFSR.htm)

### **PEFCRs:**

- Batteries and accumulators
- Decorative paints
- Hot & cold water pipe systems
- Liquid household detergents
- IT equipment
- Metal sheets
- Non-leather shoes
- Photovoltaic electricity generation
- Intermediate paper products
- T-shirts
- Uninterruptable power supply
- Leather
- Thermal insulation
- Beer
- Coffee
- Fish
- Dairy products
- Feed
- Meat
- Pet food
- Olive oil
- Pasta
- Wine
- Packed water

### **OEFSRs:**

- Retail sector
- Copper sector

# End User License Agreement

## For the use of “EF-compliant Feed process based LCI Datasets for EU Environmental Footprinting (EF) implementation 2016-2020”

**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 FEFAC aisbl (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 [fefac@fefac.eu](mailto:fefac@fefac.eu)**

### 1. Definition

**“LICENSOR”:** FEFAC, aisbl, rue de la Loi 223, boîte 3, 1040, Brussels, Belgium

**“DATASET”:** this present and 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 via the Blonk Consultants data node of the International Life Cycle Data Network (ILCDN) under this address: <http://lcdn.blonkconsultants.nl:8080/Node/>

#### **“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 PEF or OEF study in compliance with any one of the 24 PEFCRs or 2 OEFSRs developed in the context of the Commission led pilot phase on Environmental Footprint.

Note: For the list of the 24 PEFCRs and 2 OEFSRs see the annex to this EULA.

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 the LICENSOR and under additional conditions. Non- FINAL USERS have to contact the LICENSOR under [fefac@fefac.eu](mailto:fefac@fefac.eu).

### **REGULAR PRODUCT ENVIRONMENTAL FOOTPRINT (PEF) STUDIES AND ORGANISATION ENVIRONMENTAL FOOTPRINT (OEF) STUDIES:**

Studies that are developed and used in compliance with the rules specified in the European Commission’s Product Environmental Footprint (PEF) and Organisation Environmental Footprint (OEF) guides, published as Annexes II and III of the COMMISSION RECOMMENDATION of 9 April 2013 on the use of common methods to measure and

communicate the life cycle environmental performance of products and organisations (2013/179/EU) [in: Official Journal of the European Union, L124, Volume 56, 4 May 2013 (ISSN 1977- 0677)], as well as meeting additional requirements as specified currently in the latest version of the Commission's "Guidance for the implementation of the EU Product Environmental Footprint (PEF) during the Environmental Footprint (EF) pilot phase" and the "Guidance for the implementation of the EU Organisation Environmental Footprint (OEF) during the Environmental Footprint (EF) Pilot Phase" - if applicable- or replacing documents, and any referenced documents.

**"MODIFIED"/"MODIFICATIONS"** refers to having omitted, changed or added information of a DATASET, resulting in a data set 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 data set 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 one or more of the DATASET, and by making use of substantial additional information and/or third party data sets, resulting in a significantly different data set (i.e. LCIA results differ more than 10% after normalization and weighting) 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 through a dedicated node in the International Life Cycle Data Network (ILCDN) the non-exclusive, non-transferable, and non-sublicensable 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 24 Product groups and 2 sectors as defined in the 24 Product Environmental Footprint Category Rules (PEFCR) and 2 Organisation Environmental Footprint Sectorial Rules (OEFSR) listed in the Annex and in accordance with the terms and conditions of this EULA exclusively until 31st December 2020 (PERMITTED USE). In case a data set has a defect and has been repaired or replaced in the ILCDN, the right to use the former data set version ceases within 3 months from the date of publication of the new version. The FINAL USER can subscribe for free to an information mailing list that will inform any such repair or replacement within 10 business days.

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 notice of the LICENSOR and against an additional charge.

### **4. Reservation of rights and Ownership**

The DATASET allocated by the 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**

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, for free or against a fee, and independently whether in ILCD format or any other form or format. The permitted exception is the distribution of the original DATASET for free among project partners (entities or persons) implementing a specific PEF or OEF study under the named 26 PEFCRs and OEFSRs and meeting the other requirements under this EULA.



These conditions also apply analogously to DATASETs that were already previously redistributed. In case the data set 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.

Distribution for free of a PEF or OEF LCI result data set as one form of DERIVED DATASET is permitted. The distributed PEF or OEF LCI result data set must retain a reference to the fact that one or more DATASETs under this present license, provided by the LICENSOR and developed based on, Agri-footprint, AGRIBALYSE and World Food LCA Database data sets, have been used, and an electronic reference to the data node <http://lcdn.blonkconsultants.nl:8080/Node> is to be included in visible form for the user. The correct citation for external communications about the use of DATASETs is as a minimum:

- FEFAC (2016-2020): EF-compliant Feed LCI Datasets for EU Environmental Footprinting (EF) implementation 2016-2020. <DATASET's complete Name>, <DATASET's Location>, <DATASET's Reference year>, <DATASET's UUID>, <DATASET's Version number>, <DATASET's owner>. <http://lcdn.blonkconsultants.nl:8080/Node>.

Distribution of other types of DERIVED DATASETs that are not PEF or OEF results or 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, ...) has to identify in a prominent and well visible place the source of the DATASETs as follows:

- FEFAC (2016-2020): EF-compliant Feed LCI Datasets for EU Environmental Footprinting (EF) implementation 2016-2020. Use only permitted under the license conditions found in each dataset. <http://lcdn.blonkconsultants.nl:8080/Node>.

## **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 in 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-OEF-requests@quantis-intl.com](mailto:PEF-OEF-requests@quantis-intl.com) 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 the 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. The FINAL USER can subscribe to a free email information service via [fefac@fefac.eu](mailto:fefac@fefac.eu) via which channel the LICENSOR will inform all subscribed FINAL USERS about any identified defects and data repairs or replacements, or other relevant information about the DATASETS and data node and other relevant information in PEF/OEF context.

## **11. Term and Termination**

This EULA and the hereunder granted PERMITTED USE are effective until 31 of December 2020. 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 2021, 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 or distribute, the original DATASETS or MODIFICATED DATASETS
- 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 2020.

The LICENSOR do not warrant the accuracy and completeness of the DATASETS. LICENSOR do not warrant any quality of the DATASET beyond the stated data quality as documented in the data set documentation and reviewed by an independent external review panel. 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.

## **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 Belgian law.

Provided the FINAL USER is a legal entity or a merchant, LICENSOR's place of business – Brussels, Belgium – shall have exclusive jurisdiction unless another place of jurisdiction is mandatory by Belgians Law. LICENSOR is nevertheless entitled to invoke the aid of any other judicially competent court.

Place of performance is Brussels, Belgium.

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.

## **ANNEX**

List of 24 PEFCRs and 2 OEFSRs – for the exact definition of the respective product group that each PEFCR covers, see the official PEFCRs and OEFSRs that are currently accessible via the European Commission’s “Single Market for Green Products Initiative” website at <http://ec.europa.eu/environment/eussd/smgp/>

### **PEFCRs:**

- Batteries and accumulators
- Decorative paints
- Hot & cold water pipe systems
- Liquid household detergents
- IT equipment
- Metal sheets
- Non-leather shoes
- Photovoltaic electricity generation
- Intermediate paper products
- T-shirts
- Uninterrupted power supplies
- Leather
- Thermal insulation
- Beer
- Coffee
- Fish
- Dairy products
- Feed
- Meat
- Pet food
- Olive oil
- Pasta
- Wine
- Packed water

### **OEFSRs:**

- Retailer sector
- Copper sector

# End User License Agreement

## For the use of “EF-compliant Food and Agriculture LCI Datasets for EU Environmental Footprinting (EF) implementation 2016-2020”

**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 Quantis Sàrl (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-OEF-requests@quantis-intl.com.

### 1. Definition

**“LICENSOR”:** Quantis Sàrl, EPFL Innovation Park, Bâtiment D, 1015 Lausanne, Switzerland

**“DATASET”:** this present and 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 via the Quantis data node of the International Life Cycle Data Network (ILCDN) under this address: <https://lcdn.quantis-software.com/PEF/>

**“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 PEF or OEF study in compliance with any PEFCR/OEFSR developed in the context of the Commission led pilot phase on Environmental footprint. For the list of PEFCRs/OEFSRs see webpage [http://ec.europa.eu/environment/eussd/smgp/PEFCR\\_OEFSR.htm](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 the LICENSOR and under additional conditions. Non- FINAL USERS have to contact the LICENSOR under PEF-OEF-requests@quantis-intl.com.

### **REGULAR PRODUCT ENVIRONMENTAL FOOTPRINT (PEF) STUDIES AND ORGANISATION ENVIRONMENTAL FOOTPRINT (OEF) STUDIES:**

Studies that are developed and used in compliance with the rules specified in the European Commission’s Product Environmental Footprint (PEF) and Organisation Environmental Footprint (OEF) guides, published as Annexes II and III of the COMMISSION RECOMMENDATION of 9 April 2013 on the use of common methods to measure and

communicate the life cycle environmental performance of products and organisations (2013/179/EU) [in: Official Journal of the European Union, L124, Volume 56, 4 May 2013 (ISSN 1977- 0677)], as well as meeting additional requirements as specified currently in the latest version of the Commission's "Guidance for the implementation of the EU Product Environmental Footprint (PEF) during the Environmental Footprint (EF) pilot phase" and the "Guidance for the implementation of the EU Organisation Environmental Footprint (OEF) during the Environmental Footprint (EF) Pilot Phase" - if applicable- or replacing documents, and any referenced documents.

**"MODIFIED"/"MODIFICATIONS"** refers to having omitted, changed or added information of a DATASET, resulting in a data set 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 data set 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 one or more of the DATASET, and by making use of substantial additional information and/or third party data sets, resulting in a significantly different data set (i.e. LCIA results differ more than 10% after normalization and weighting) 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 through a dedicated node in the International Life Cycle Data Network (ILCDN) the non-exclusive, non-transferable, and non-sublicensable 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 PEFCR/OEFSR developed in the context of the Commission led pilot phase on Environmental footprint (for the list of PEFCRs/OEFSRs see webpage [http://ec.europa.eu/environment/eussd/smgp/PEFCR\\_OEFSR.htm](http://ec.europa.eu/environment/eussd/smgp/PEFCR_OEFSR.htm)) and in accordance with the terms and conditions of this EULA exclusively until 31st December 2020 (PERMITTED USE). In case a data set 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 FINAL USER can subscribe for free to an information mailing list that will inform any such repair or replacement within 10 business days.

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 notice of the LICENSOR and against an additional charge.

### **4. Reservation of rights and Ownership**

The DATASET allocated by the 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**

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, for free or against a fee, and independently whether in ILCD format or any other form or format. The permitted exception is the distribution of the original DATASET for free among project partners (entities or persons) implementing a specific PEF or OEF study under the named 26 PEFCRs and OEFSRs and meeting the other requirements under this EULA.



These conditions also apply analogously to DATASETs that were already previously redistributed. In case the data set 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.

Distribution for free of a PEF or OEF LCI result data set as one form of DERIVED DATASET is permitted. The distributed PEF or OEF LCI result data set must retain a reference to the fact that one or more DATASETs under this present license, provided by the LICENSOR and developed based on ecoinvent, Agri-footprint, AGRIBALYSE and World Food LCA Database data sets, have been used, and an electronic reference to the data node <https://lcdn.quantis-software.com/PEF/> is to be included in visible form for the user. The correct citation for external communications about the use of DATASETs is as a minimum:

- Quantis (2016-2020): EF-compliant Food and Agriculture LCI Datasets for EU Environmental Footprinting (EF) implementation 2016-2020. <DATASET's complete Name>, <DATASET's Location>, <DATASET's Reference year>, <DATASET's UUID>, <DATASET's Version number>, <DATASET's owner>. <https://lcdn.quantis-software.com/PEF/>.

Distribution of other types of DERIVED DATASETs that are not PEF or OEF results or 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, ...) has to identify in a prominent and well visible place the source of the DATASETs as follows:

- Quantis (2016-2020): EF-compliant Food and Agriculture LCI Datasets for EU Environmental Footprinting (EF) implementation 2016-2020. Use only permitted under the license conditions found in each dataset. <https://lcdn.quantis-software.com/PEF/>.

## **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 in 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-OEF-requests@quantis-intl.com](mailto:PEF-OEF-requests@quantis-intl.com) 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 the 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. The FINAL USER can subscribe to a free email information service via [PEF-OEF-requests@quantis-intl.com](mailto:PEF-OEF-requests@quantis-intl.com) via which channel the LICENSOR will inform all subscribed FINAL USERS about any identified defects and data repairs or replacements, or other relevant information about the DATASETS and data node and other relevant information in PEF/OEF context.

## **11. Term and Termination**

This EULA and the hereunder granted PERMITTED USE are effective until 31 of December 2020. 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 2021, 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 or distribute, the original DATASETS or MODIFIED DATASETS
- 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 2020.

The LICENSOR do not warrant the accuracy and completeness of the DATASETS. LICENSOR do not warrant any quality of the DATASET beyond the stated data quality as documented in the data set documentation and reviewed by an independent external review panel. 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.

## **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.

Provided the FINAL USER is a legal entity or a merchant, LICENSOR's place of business – Canton of Vaud (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 Lausanne, Switzerland.

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.

# End User License Agreement

## For the use of “EF-compliant “Other Processes” LCI Datasets for EU Environmental Footprinting (EF) implementation 2016-2020”

**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 Quantis Sàrl (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-OEF-requests@quantis-intl.com.**

### 1. Definition

**“LICENSOR”:** Quantis Sàrl, EPFL Innovation Park, Bâtiment D, 1015 Lausanne, Switzerland

**“DATASET”:** this present and 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 via the Quantis data node of the International Life Cycle Data Network (ILCDN) under this address: <https://lcdn.quantis-software.com/PEF/>

**“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 PEF or OEF study in compliance with any PEFCR/OEFSR developed in the context of the Commission led pilot phase on Environmental footprint. For the list of PEFCRs/OEFSRs see webpage [http://ec.europa.eu/environment/eussd/smgp/PEFCR\\_OEFSR.htm](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 the LICENSOR and under additional conditions. Non- FINAL USERS have to contact the LICENSOR under PEF-OEF-requests@quantis-intl.com.

### **REGULAR PRODUCT ENVIRONMENTAL FOOTPRINT (PEF) STUDIES AND ORGANISATION ENVIRONMENTAL FOOTPRINT (OEF) STUDIES:**

Studies that are developed and used in compliance with the rules specified in the European Commission’s Product Environmental Footprint (PEF) and Organisation Environmental Footprint (OEF) guides, published as Annexes II and III of the COMMISSION RECOMMENDATION of 9 April 2013 on the use of common methods to measure and

communicate the life cycle environmental performance of products and organisations (2013/179/EU) [in: Official Journal of the European Union, L124, Volume 56, 4 May 2013 (ISSN 1977- 0677)], as well as meeting additional requirements as specified currently in the latest version of the Commission's "Guidance for the implementation of the EU Product Environmental Footprint (PEF) during the Environmental Footprint (EF) pilot phase" and the "Guidance for the implementation of the EU Organisation Environmental Footprint (OEF) during the Environmental Footprint (EF) Pilot Phase" - if applicable- or replacing documents, and any referenced documents.

**"MODIFIED"/"MODIFICATIONS"** refers to having omitted, changed or added information of a DATASET, resulting in a data set 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 data set 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 one or more of the DATASET, and by making use of substantial additional information and/or third party data sets, resulting in a significantly different data set (i.e. LCIA results differ more than 10% after normalization and weighting) 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 through a dedicated node in the International Life Cycle Data Network (ILCDN) the non-exclusive, non-transferable, and non-sublicensable 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 PEFCR/OEFSR developed in the context of the Commission led pilot phase on Environmental footprint (for the list of PEFCRs/OEFSRs see webpage [http://ec.europa.eu/environment/eussd/smgp/PEFCR\\_OEFSR.htm](http://ec.europa.eu/environment/eussd/smgp/PEFCR_OEFSR.htm)) and in accordance with the terms and conditions of this EULA exclusively until 31st December 2020 (PERMITTED USE). In case a data set 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 FINAL USER can subscribe for free to an information mailing list that will inform any such repair or replacement within 10 business days.

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 notice of the LICENSOR and against an additional charge.

### **4. Reservation of rights and Ownership**

The DATASET allocated by the 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**

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, for free or against a fee, and independently whether in ILCD format or any other form or format. The permitted exception is the distribution of the original DATASET for free among project partners (entities or persons) implementing a specific PEF or OEF study under the named 26 PEFCRs and OEFSRs and meeting the other requirements under this EULA.

These conditions also apply analogously to DATASETs that were already previously redistributed. In case the data set 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.

Distribution for free of a PEF or OEF LCI result data set as one form of DERIVED DATASET is permitted. The distributed PEF or OEF LCI result data set must retain a reference to the fact that one or more DATASETs under this present license, provided by the LICENSOR and developed based on ecoinvent, EPIC and Quantis data sets, have been used, and an electronic reference to the data node <https://lcdn.quantis-software.com/PEF/> is to be included in visible form for the user. The correct citation for external communications about the use of DATASETs is as a minimum:

- Quantis (2016-2020): EF-compliant “Other Processes” LCI Datasets for EU Environmental Footprinting (EF) implementation 2016-2020. <DATASET’s complete Name>, <DATASET’s Location>, <DATASET’s Reference year>, <DATASET’s UUID>, <DATASET’s Version number>, <DATASET’s owner>. <https://lcdn.quantis-software.com/PEF/>.

Distribution of other types of DERIVED DATASETs that are not PEF or OEF results or 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, ...) has to identify in a prominent and well visible place the source of the DATASETs as follows:

- Quantis (2016-2020): EF-compliant “Other Processes” LCI Datasets for EU Environmental Footprinting (EF) implementation 2016-2020. Use only permitted under the license conditions found in each dataset. <https://lcdn.quantis-software.com/PEF/>.

## **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 in 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-OEF-requests@quantis-intl.com](mailto:PEF-OEF-requests@quantis-intl.com) 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 the 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. The FINAL USER can subscribe to a free email information service via [PEF-OEF-requests@quantis-intl.com](mailto:PEF-OEF-requests@quantis-intl.com) via which channel the LICENSOR will inform all subscribed FINAL USERS about any identified defects and data repairs or replacements, or other relevant information about the DATASETS and data node and other relevant information in PEF/OEF context.

## **11. Term and Termination**

This EULA and the hereunder granted PERMITTED USE are effective until 31 of December 2020. 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 2021, 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 or distribute, the original DATASETS or MODIFIED DATASETS
- 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 2020.

The LICENSOR do not warrant the accuracy and completeness of the DATASETS. LICENSOR do not warrant any quality of the DATASET beyond the stated data quality as documented in the data set documentation and reviewed by an independent external review panel. 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.

## **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.

Provided the FINAL USER is a legal entity or a merchant, LICENSOR's place of business – Canton of Vaud (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 Lausanne, Switzerland.

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.



# End User License Agreement For the use of “GaBi-based LCI Datasets for EU Environmental Footprinting (EF) implementation 2016-2020”, of CEPE aisbl

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 CEPE aisbl (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 [sustainability@cepe.org](mailto:sustainability@cepe.org).

## 1. Definition

**"LICENSOR"**: CEPE aisbl, Av. Van Nieuwenhuyse 6, B-1160, Brussels, Belgium

**"DATASET"**: this present and 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 via CEPE's data node of the International Life Cycle Data Network (ILCDN) under this address: <http://lcdn-cepe.org>

**"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 PEF or OEF study in compliance with any PEFCR/OEFSR developed in the context of the Commission led pilot phase on Environmental footprint. For the list of PEFCRs/OEFSRs see webpage [http://ec.europa.eu/environment/eussd/smgp/PEFCR\\_OEFSR.htm](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. Non Final Users have to contact Licensor under [sustainability@cepe.org](mailto:sustainability@cepe.org)

**„REGULAR PRODUCT ENVIRONMENTAL FOOTPRINT (PEF) STUDIES AND ORGANISATION ENVIRONMENTAL FOOTPRINT (OEF) STUDIES“**: Studies that are developed and used in compliance with the rules specified in the European Commission's Product Environmental Footprint (PEF) and Organisation Environmental Footprint (OEF) guides, published as Annexes II and III of the COMMISSION RECOMMENDATION of 9 April 2013 on the use of common methods to measure and communicate the life cycle environmental performance of products and organisations (2013/179/EU) [in: Official Journal of the European Union, L124, Volume 56, 4 May 2013 (ISSN 1977-0677)], as well as meeting additional requirements as specified currently in the latest version of the Commission's "Guidance for the implementation of the EU Product Environmental Footprint (PEF) during the Environmental Footprint (EF) pilot phase" and the "Guidance for the implementation of the EU Organisation Environmental



Footprint (OEF) during the Environmental Footprint (EF) Pilot Phase” - if applicable- or replacing documents, and any referenced documents.

**"MODIFIED"/"MODIFICATIONS"** refers to having omitted, changed or added information of a DATASET, resulting in a data set 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 data set 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 one or more of the DATASET, and by making use of substantial additional information and/or third party data sets, resulting in a significantly different data set (i.e. LCIA results differ more than 10% after normalization and weighting) 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 through a dedicated node in the International Life Cycle Data Network (ILCDN) the non-exclusive, non-transferable, and non-sublicensable 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 the list of PEFCRs/OEFSRs see webpage [http://ec.europa.eu/environment/eussd/smgp/PEFCR\\_OEFSR.htm](http://ec.europa.eu/environment/eussd/smgp/PEFCR_OEFSR.htm) and in accordance with the terms and conditions of this EULA exclusively until 31st December 2020 (PERMITTED USE). In case a data set 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 FINAL USER can subscribe for free to an information mailing list that will inform any such repair or replacement within 10 business days.

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, for free or against a fee, and independently whether in ILCD format or any other form or format. The permitted exception is the distribution of the original DATASET for free among project partners (entities or persons) implementing a specific PEF or OEF study under the PEFCRs and OEFSRs provided in the list of PEFCRs/OEFSRs see webpage [http://ec.europa.eu/environment/eussd/smgp/PEFCR\\_OEFSR.htm](http://ec.europa.eu/environment/eussd/smgp/PEFCR_OEFSR.htm) and meeting the other requirements under this EULA. These conditions also apply analogously to DATASETS that were already previously redistributed. In case the data set 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.

Distribution for free of a PEF or OEF LCI result data set as one form of DERIVED DATASET is permitted. The distributed PEF or OEF LCI result data set must retain a reference to the fact that one or more DATASETS under this present license, provided by the LICENSOR and developed based on GaBi data



sets, have been used, and an electronic reference to the data node (address of the node to be put) is to be included in visible form for the user. The required citation for external communications about the use of DATASETs is as a minimum:

CEPE Aisbl (2017-2020): LCI datasets for Chemicals for Paints for EU Environmental Footprinting (EF) implementation 2016-2020. <DATASET'S complete Name>, <DATASET's Location>, <DATASET's Reference year>, <DATASET's GUID>, <DATASET's Version number>, <DATASET's owner>. (Address of the node to be put)

Distribution of other types of DERIVED DATASETs that are not PEF or OEF results or 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 ...) has to identify in a prominent and well visible place the source of the DATASETs as follows:

CEPE aisbl (2017-2020): LCI datasets for EU Environmental Footprinting (EF) implementation 2016-2020. Use only permitted under the license conditions found in each dataset.  
(<http://46.105.145.87:8080>)

## 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 (Generic email to be put) 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. The FINAL USER can subscribe to a free email information service via (generic email to be put) via which channel the LICENSOR will inform all subscribed FINAL USERS about any identified defects and data repairs or replacements, or other relevant information about the DATASETS and data node and other relevant information in PEF/OEF context.

## 11. Term and Termination

This EULA and the hereunder granted PERMITTED USE are effective until 31 of December 2020. 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 2021, 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 or distribute, the original DATASETS or MODIFICATED DATASETS
- 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 2020.





LICENSOR do not warrant the accuracy and completeness of the DATASETS. LICENSOR do not warrant any quality of the DATASET beyond the stated data quality as documented in the data set documentation and reviewed by an independent external review panel. 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 Law of Belgium.

Provided the FINAL USER is a legal entity or a merchant, LICENSOR's place of business – Brussels in Belgium – shall have exclusive jurisdiction unless another place of jurisdiction is mandatory by Belgian Law. LICENSOR is nevertheless entitled to invoke the aid of any other judicially competent court.

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.

# End User License Agreement For the use of “Textile LCI Datasets for EU Environmental Footprinting (EF) implementation 2016-2020”, of Cycleco

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 Cycleco (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 [info@cycleco.eu](mailto:info@cycleco.eu).**

## 1. Definition

**"LICENSOR"**: Cycleco, 18 Avenue Roger Salengro, 01500 Ambérieu-en-Bugey, France

**"DATASET"**: this present and 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 via Cycleco's data node of the International Life Cycle Data Network (ILCDN) under this address: <https://node.cycleco.eu/node/>

**"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 PEF or OEF study in compliance with any PEFCR/OEFSR developed in the context of the Commission led pilot phase on Environmental footprint. For the list of PEFCRs/OEFSRs see webpage [http://ec.europa.eu/environment/eussd/smgp/PEFCR\\_OEFSR.htm](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. Non Final Users have to contact Licensor under [info@cycleco.eu](mailto:info@cycleco.eu)

**„REGULAR PRODUCT ENVIRONMENTAL FOOTPRINT (PEF) STUDIES AND ORGANISATION ENVIRONMENTAL FOOTPRINT (OEF) STUDIES“**: Studies that are developed and used in compliance with the rules specified in the European Commission's Product Environmental Footprint (PEF) and Organisation Environmental Footprint (OEF) guides, published as Annexes II and III of the COMMISSION RECOMMENDATION of 9 April 2013 on the use of common methods to measure and communicate the life cycle environmental performance of products and organisations (2013/179/EU) [in: Official Journal

of the European Union, L124, Volume 56, 4 May 2013 (ISSN 1977-0677)], as well as meeting additional requirements as specified currently in the latest version of the Commission's "Guidance for the implementation of the EU Product Environmental Footprint (PEF) during the Environmental Footprint (EF) pilot phase" and the "Guidance for the implementation of the EU Organisation Environmental Footprint (OEF) during the Environmental Footprint (EF) Pilot Phase" - if applicable- or replacing documents, and any referenced documents.

**"MODIFIED"/"MODIFICATIONS"** refers to having omitted, changed or added information of a DATASET, resulting in a data set 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 data set 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 one or more of the DATASET, and by making use of substantial additional information and/or third party data sets, resulting in a significantly different data set (i.e. LCIA results differ more than 10% after normalization and weighting) 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 through a dedicated node in the International Life Cycle Data Network (ILCDN) the non-exclusive, non-transferable, and non-sublicensable 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 24 Product groups and 2 sectors as defined in the 24 Product Environmental Footprint Category Rules (PEFCR) and 2 Organisation Environmental Footprint Sectorial Rules (OEFSR) listed in the Annex and in accordance with the terms and conditions of this EULA exclusively until 31<sup>st</sup> December 2020 (PERMITTED USE). In case a data set 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 referring to the original dataset. The FINAL USER can subscribe for free to an information mailing list that will inform any such repair or replacement within 10 business days.

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. This right applied for a final user but is not valid for distributing the DATASET via a software or any other mean.

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, for free or against a fee, and independently whether in ILCD format or any other form or format. The permitted exception is the distribution of the original DATASET for free among project partners (entities or persons) implementing a specific PEF or OEF study under the named 26 PEFCRs and OEFSRs and meeting the other requirements under this EULA. Prior the distribution, the distributor of the DATASET shall prove to the LICENSOR that the distribution is strictly limited

to the named 26 PEFCRs and OEFSRs, and get the written consent of the LICENSOR before distributing the DATASETS. These conditions also apply analogously to DATASETS that were already previously redistributed. In case the data set 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.

Distribution for free of a PEF or OEF LCI result data set as one form of DERIVED DATASET is permitted. The distributed PEF or OEF LCI result data set 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://node.cycleco.eu/node/>) is to be included in visible form for the user. The required citation for external communications about the use of DATASETS is as a minimum:

- Cycleco (2017-2020): LCI datasets for Textile for EU Environmental Footprinting (EF) implementation 2016-2020. <DATASET'S complete Name>, <DATASET's Location>, <DATASET's Reference year>, <DATASET's GUID>, <DATASET's Version number>, <DATASET's owner>. <https://node.cycleco.eu/node/>

Distribution of other types of DERIVED DATASETS that are not PEF or OEF results or 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 ...) has to identify in a prominent and well visible place the source of the DATASETS as follows:

- Cycleco (2017-2020): LCI datasets for EU Environmental Footprinting (EF) implementation 2016-2020. Use only permitted under the license conditions found in each dataset. <https://node.cycleco.eu/node/>

## 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 [info@cycleco.eu](mailto:info@cycleco.eu) 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. The FINAL USER can subscribe to a free email information service via (generic email to be put) via which channel the LICENSOR will inform all subscribed FINAL USERS about any identified defects and data repairs or replacements, or other relevant information about the DATASETS and data node and other relevant information in PEF/OEF context.

## 11. Term and Termination

This EULA and the hereunder granted PERMITTED USE are effective until 31 of December 2020. 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 2021, 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 or distribute, the original DATASETS or MODIFIED DATASETS
- 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 2020.

LICENSOR do not warrant the accuracy and completeness of the DATASETS. LICENSOR do not warrant any quality of the DATASET beyond the stated data quality as documented in the data set documentation and reviewed by an independent external and internal reviewers. 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 1€ in the maximum per DATASET and FINAL USER. The LICENSOR is not liable of any use of MODIFIED or DERIVED DATASETS in case of - but not limited to - integration in software, recalculation or renaming of elementary flows, restructuring of compartments structure, update of background database, update of editor format, unit or unit group changes, partial edition of metadata.

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 Law of France.

Provided the FINAL USER is a legal entity or a merchant, LICENSOR's place of business – Ambérieu-en-Bugey in France – shall have exclusive jurisdiction unless another place of jurisdiction is mandatory by French Law. LICENSOR is nevertheless entitled to invoke the aid of any other judicially competent court.

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.

## ANNEX

List of 24 PEFCRs and 2 OEFSRs – for the exact definition of the respective product group that each PEFCR covers, see the official PEFCRs and OEFSRs that are currently accessible via the European Commission's "Single Market for Green Products Initiative" website at <http://ec.europa.eu/environment/eussd/smgp/>

### PEFCRs:

- Batteries and accumulators
- Decorative paints
- Hot & cold water pipe systems
- Liquid household detergents
- IT equipment
- Metal sheets
- Non-leather shoes
- Photovoltaic electricity generation
- Intermediate paper products
- T-shirts
- Uninterruptable power supply
- Leather
- Thermal insulation
- Beer
- Coffee
- Fish
- Dairy products
- Feed
- Meat
- Pet food
- Olive oil
- Pasta
- Wine
- Packed water

### OEFSRs:

- Retail sector
- Copper sector