End User License Agreement (EULA) for the Social Hotspots Database and System and the SHDB Datasets

§ 1 Preamble

This EULA represents a contract between NewEarth B, legally representing the Social Hotspots Database (SHDB) and you as an individual or legal person as end user of an SHDB license.

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

By using the SHDB Database or using any SHDB Dataset, end user of licenses agrees to be bound by the terms of use of this EULA.

Full documentation on the Social Hotpots Database V2 is available online on the SHDB membership website.

Attribution:

§ 2 Definitions

EULA means End User License Agreement of any version of the SHDB Database or any SHDB Dataset.

NewEarth B means a Maine B corporation with offices located in York, Maine hereinafter referred to as Licensor.

SLCA means Social Life Cycle Assessment.

SHDB Database means the Social Hotspots Database and System containing SHDB Datasets. The SHDB database may be access through the SHDB website (www.socialhotspot.org) or through licenses available for different software systems.

The SHDB Database covers any version of the database that any end user has access to.

SHDB Dataset means the individual Life Cycle Inventory data in the SHDB Database, each representing the economic relationships and labour intensity estimates (when relevant) as well as the social risk and opportunity data for a specific country and or human activity, in whatever form (electronic, paper, website) they may be accessed by the end user.

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

End user are hereinafter referred to as Licensee.

Licensor and Licensee are hereinafter referred to as Parties.

Reseller means a supplier of LCA Software with the SHDB Database.

GTAP means the Global Trade Analysis Project, Purdue university.
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   2) The SHDB may only be used by the person or Licensee’s employees to whom the membership is granted, and shall not be copied for use by other organizations or individuals.
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§ 4 License fees

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   2. After payment, the license files are sent to Licensee, allowing access to the corresponding SHDB Database or SHDB Dataset.

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1. Licensor shall only be liable for damages occurring on willful intent or gross negligence.

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3. Licensor's liability for material defects is restricted to those taking place during the transfer of the SHDB Database or any SHDB Dataset from the original source to Licensee.

4. Licensee must assume the entire risk of using the SHDB Database or any SHDB Dataset.

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6. In case of programming errors (e.g. technical corruption) limiting the usability of the currently available version of the SHDB Database, membership may be extended to cover the period of lost access.

§ 12 Severability Clause

1. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the validity or enforceability in that jurisdiction or any other provision of this Agreement shall not be affected. The concerned provision is superseded in accordance with the legal laws.

2. Instead of an invalid provision, a valid provision shall be deemed to be agreed which comes economically closest to what the parties intended; the same applies in the case of an omission.

§ 13 Changes of this Agreement
1 Licensor reserves the right at its discretion to change, modify, add or remove terms of use of this EULA at any time.

2. Any change, modification, addition or removal of the terms of use of this EULA must be notified to Licensee as soon as possible. Such notification will be done by announcement in

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combination with the next update of SHDB Database or SHDB Dataset.

3. If requested by Licensor, Licensee will have to agree on such change, modification, addition or removal of the terms of use of this EULA before use of the latest version of SHDB Database or SHDB Dataset will be allowed again. In case of a missing renewed consent by Licensee, any further use of SHDB Database or SHDB Dataset will be automatically denied without any right of compensation or reimbursement of payment being due.

4. In case of modifications and changes of any national or international legal framework having compulsory effect on this EULA as well as on the provision of any contractual duties, rights and services formerly negotiated between Licensor and Licensee, Licensor shall be allowed to change this EULA without explicit consent of Licensee.

§ 14 Termination

1. Licensor reserves the right to terminate this EULA at any time without consent of Licensee. Termination shall automatically become effective one month after notification to Licensee has taken place.

2. Licensor may terminate this EULA with immediate effect if Licensee fails to comply with any term or condition of this EULA. In such event, Licensee must destroy all copies of the provided SHDB Database or any SHDB Dataset.

3. The use of SHDB Database or SHDB Dataset will be automatically terminated in case of Licensee denies renewal of consent to this EULA.

§ 15 Applicable Law and Court of Jurisdiction

1. All disputes arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendment and termination, shall be exclusively governed by US law.

2. The Court of Jurisdiction is Maine.

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