

Research License End User License Agreement (EULA) re: Blonk's AFP6.3 via GreenDelta's openLCA

Summary – Important arrangements

- **Blonk** ("Blonk Sustainability Tools B.V"), a private limited company organized under the laws of the Netherlands, with its principal place of business in (2805 TD) Gouda at the Groen van Prinsterersingel 45 is the creator of its **Agri-footprint 6.3 Database**;
- This End User License Agreement (**EULA**) applies to **You** – the **End User**, being a student, researcher or an academic – and Your use of Blonk's Agri-footprint 6.3 Database via GreenDelta's **openLCA** software for non-commercial research and academic purposes.
Non-commercial use means that You may use Blonk's Agri-footprint 6.3 Database for research and academic purposes or private study (such as for the creation of reports, presentations or for teaching) as long as this does not serve, directly or indirectly, any economic interest such as commercial use.
Commercial use of is strictly forbidden. Commercial use concerns any exploitation of Blonk's Agri-footprint 6.3 Database including its data in any form whatsoever, which can be valued in money or other monetary units and which exploitation of the Database including its data is (wholly or partly) the subject of commercial transactions with organizations such as businesses and/or natural persons such as consumers;
- The EULA including its Annex also governs the relationship between You and Blonk with respect to use of its Agri-footprint 6.3 Database via openLCA;
- If You wish to commercially use Blonk's Agri-footprint 6.3 Database (e.g. by incorporating data from Blonk's Agri-footprint 6.3 Database into Your commercially exploited tool, software and/or database or for consultancy services), then You must contact Blonk at tools@blonksustainability.nl and request a commercial license;
- This EULA is based on the license agreement between **GreenDelta GmbH** and Blonk. As a consequence, in the event the agreement between Blonk and GreenDelta is terminated, this EULA including Your license to use the Database ends by operation law;
- When the license agreement or this EULA is terminated, You must refrain from using Blonk's Agri-footprint 6.3 Database and destroy the data. You may keep using generated works such as reports;
- Please be advised that if You breach this EULA by using data of Blonk's Agri-footprint 6.3 Database in a commercial manner or by making Blonk's Agri-footprint 6.3 Database wholly or partly available to third-parties, then You will be subject to the liquidated damages ('contractual fines') provision contained in Article 9 of the EULA. In addition, Blonk may undertake legal actions to recover damages from You;
- You should save this EULA including its Annex on a permanent data carrier – for later inspection – and print it before starting to use or gain access to Blonk's Agri-footprint 6.3 Database.

1. EULA

- 1.1 Subject to compliance with the terms of this EULA, Blonk grants You a personal, temporary, non-exclusive and non-transferable license to use Blonk's Agri-footprint 6.3 Database via openLCA.
- 1.2 This license shall be effective either on the moment You use Blonk's Agri-footprint 6.3 Database or when you have bought the license in GreenDelta's online store called openLCA Nexus. This license ends when the license agreement between GreenDelta and Blonk ends or when this EULA is terminated. See Article 8 of this EULA.
- 1.3 If any third party terms and conditions apply, such as Ecoinvent's terms (see **Annex I**), then You must accept those before You can use Blonk's Agri-footprint 6.3 Database. If You decline any applicable third party terms and conditions, then this EULA shall not enter into effect and You must refrain from using Blonk's Agri-footprint 6.3 Database.

2. Scope of the EULA

- 2.1 Based on this EULA, You are allowed to use Blonk's Agri-footprint 6.3 Database via openLCA for non-commercial research and academic purposes or private study.
 - This means that you may use the Database to the benefit of research or academic reports, studies, digital and/or interactive presentations or teaching.
 - This allowed use includes calculations and decision-making based Blonk's Agri-footprint 6.3 Database whether or not You will use these calculations or decisions in Your materials such as reports and studies.
 - You may also import data from the Database to Your internally used software or data platform needed to use the data and interact with the imported data as well as share the data with other End Users;
 - In addition, you may publish data from Blonk's Agri-footprint 6.3 Database in the course of scientific research activities and used as evidence in the research process to the extent this necessary to validate scientific research findings and results.
 - It is also allowed to use the Database for review/verification, which means the use to expose only parts of it to third-party reviewers or auditors who will use the information/data only to the extent this is necessary for review and verification purposes.
In other cases, you may not publish or redistribute the Database or any part thereof to any other person or entity, e.g. by publishing the Database via the internet or any other means of data transfer.
- 2.2 Commercial use or otherwise profit-generating activities associated with the use of the Database are strictly forbidden and fall outside the scope of the license as laid down in this EULA. Commercial use concerns any exploitation of Blonk's Agri-footprint 6.3 Database including its data in any form whatsoever, which can be valued in money or other monetary units and which exploitation of the Database including its data is (wholly or partly) the subject of commercial transactions with organizations such as businesses and/or natural persons such as consumers
- 2.3 Furthermore, You are restricted to perform any other acts in relation to Blonk's Agri-footprint 6.3 Database other than the grants of rights as set forth in Article 2.1. Therefore, You are not allowed to, among other things:
 - rent, (sub) license, loan, lease, sell, sublicense, assign or transfer all or any portion of the rights granted in this EULA, to any other person or entity;
 - create derivative works such as add-ons based on the Agri-footprint 6.3 data or copy or process any Agri-footprint 6.3 data for any purpose other than the use as set forth in Article 2.1;
 - release/disseminate interactives models, or the function of such an interactive model, which uses the Agri-footprint 6.3 data, or parts thereof, to others (if these others do not have a valid Agri-footprint 6.3 license);

- wholly or partly copy or distribute Agri-footprint 6.3 data and use these copies externally in any form to, for instance, implement the data of the Agri-footprint 6.3 data into other databases or other software packages.
- 2.4 If You want to use the data outside the scope of this EULA, then You can make a request to Blonk Agri-footprint B.V. to obtain the proper license, such as a commercial license, by sending an email to: tools@blonksustainability.nl.
 - 2.5 In all cases You are obliged to expressly state that the source of the data from Blonk's Agri-footprint 6.3 Database is Blonk Agri-Footprint B.V., accompanied with the version number of the Agri-footprint 6.3 data, where applicable.

3. Your personal data

- 1.1. Blonk has empowered GreenDelta by right of representation to conclude this EULA between Blonk and you, that is the End User. Therefore, GreenDelta processes your e-mail address, name and potentially other personal information you have provided as these data are necessary for the performance of this EULA. These personal data, which you have provided voluntarily, will be transferred to Blonk as the contracting party.
- 1.2. With regard to the processing of your personal data, Blonk acts as the data controller. Consequently, you can file a request to Blonk if you want to exercise your right of access to and the right to rectify your personal data. You can file these requests via: [\[info@agri-footprint.com\]](mailto:info@agri-footprint.com).
- 1.3. Please be advised that Blonk may send e-mail messages addressed to you, as a customer. If you do not want to receive such e-mail messages, then you can inform Blonk about this via: [\[info@agri-footprint.com\]](mailto:info@agri-footprint.com). In any case, you will be able to opt-out from unsolicited e-mail messages.

4. Intellectual property rights

- 2.1. Nothing in this EULA constitutes a transfer of any Intellectual Property Rights of Blonk to You, and other End Users and/or third parties. Intellectual Property Rights are defined as: "Patents, registered and unregistered trademarks and service marks, domain names, registered designs and design rights, copyright (including such rights in computer software and databases), database rights and moral rights (in each case for the full period thereof and extensions, revivals and renewals thereof), applications for the foregoing and the right to apply for any of the foregoing anywhere in the world, and all similar rights anywhere in the world including those subsisting in inventions, designs, drawings, data, databases and computer programs."
- 2.2. You shall not at any time and under any circumstances use Blonk's works and/or data covered by its Intellectual Property Rights without prior permission of Blonk. Blonk expressly reserves its rights including Intellectual Property Rights. Exceptions for text and data mining do not apply.
- 2.3. You shall not use Blonk's name and trademarks other than the obliged reference to its trademarks as stipulated in Article 2.5. You may not remove or alter any Agri-footprint 6.3 data and/or Blonk identification, proprietary notices, labels or trademarks which appear on or in Blonk's Agri-footprint 6.3 Database.

5. Guarantees and warranties

- 5.1 Blonk's Agri-footprint 6.3 Database and its data via openLCA are made available "as is" without Blonk's warranty of any kind, either express or implied, including – but not limited to – any implied warranty against infringement of third parties' rights including – but not limited to – Intellectual Property Rights, or any other warranties of merchantability, integration, satisfactory quality and fitness for a particular purpose.
- 5.2 Releases or updates fall outside the scope of this EULA. This means that You will not be able to use data of new Agri-footprint 6.3 data releases or updates or are in any way entitled to those release and updates. Blonk shall have no obligation for the installation, technical support and/or maintenance of Blonk's Agri-footprint 6.3 Database towards End User.

- 5.3 Blonk cannot warrant that third-parties are able to enforce their rights or to make claims in relation to Blonk's Agri-footprint 6.3 Database. End User shall therefore inform Blonk immediately if it becomes aware of such third-party claims. Blonk and End User shall then discuss the merits of the third parties' claims and how to deal with these claims.

6. Limitation of Liability

- 6.1 As stipulated in Article 5.1, Blonk's Agri-footprint 6.3 Database is made available to You without any warranty of any kind. Consequently, Blonk is not liable towards You for any damages in relation to this EULA and/or the Database. The entire risk as to the use, quality, and performance of the Database is with You.
- Blonk will not be liable for any loss, claim or damage that results directly from foreseeable and avoidable circumstances, for which Blonk may be held culpable and which relate directly to this Agreement as well as any indirect loss, claim or damage, or any (if applicable) punitive, special, incidental or consequential damages of any kind (including but not limited to lost savings or loss or corruption of data); or any loss of profit (whether direct or indirect), in each case whether based in contract, tort (including negligence), strict liability, or otherwise – either caused by Blonk – which arises out of or is in any way connected with any use of Blonk's Agri-footprint 6.3 Database or this Agreement, even if Blonk has been forewarned of the possibility of such loss or damage.
- 6.2 If the limitations of liability as stipulated in Article 6.1 are ruled in a court of law unreasonable or onerous, then Blonk's liability explicitly limited to the amount paid by its insurance company, if covered. If its insurance company does not pay any damages, then Blonk's total liability is limited to a maximum amount of one hundred Euros including interest (€ 100,00), irrespective of the amount of damaging events and irrespective of the duration of the damaging event(s).
- 6.3 Nothing in this Agreement limits or excludes Blonk's liability for death or personal injury intentionally caused by their management or due to their deliberately reckless management and any other liability which may not by law be limited or excluded.

7. Confidentiality

- 7.1 You acknowledge that Blonk's Agri-footprint 6.3 Database and the data are part of Blonk's trade secrets and are protected by Directive (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets).
- 7.2 You are obliged to keep all materials in relation to Blonk's Agri-footprint 6.3 Database secret, and are not allowed to pass on these materials to third parties, save to the extent permitted in Article 2 of the Agreement.
- The materials include, but are not limited to, information about Blonk's working methods, pricing, licensing models, technical information, this Agreement and/or Blonk's trade secrets and know-how. You agree to provide the necessary means to prevent unauthorized disclosure of such materials.

8. EULA changes, term and termination

- 8.1 Blonk reserves the right to provide new or changed terms of this EULA. You shall be able to agree or decline to the new or changed terms as set forth in the modified EULA. If You decline, You will not be allowed to use Blonk's Agri-footprint 6.3 Database.
- 8.2 After termination of the EULA, You shall permanently delete any (copies) of Blonk's Agri-footprint 6.3 Database and/or parts thereof.
- 8.3 Blonk may terminate or suspend this EULA at any time without any cause.
- 8.4 After termination of the license agreement between Blonk and GreenDelta or this EULA, You may not use Blonk's Agri-footprint 6.3 Database anymore, or create any new works based on the data such as reports.
- In addition, You shall destroy all the data from Blonk's Agri-footprint 6.3 Database (including copies thereof) in Your possession and, upon request, send Blonk evidence of said destruction.

Notwithstanding the above, You are not required to destroy any works created using Blonk's Agri-footprint 6.3 Database, such as generated reports, which were created prior to the termination.

- 8.5 The license as laid down in Article 2 of this EULA shall terminate by operation of law with an immediate effect if You are in breach of this EULA or when the license agreement between Blonk and GreenDelta has been terminated. This termination shall not prevent Blonk from claiming damages and the termination shall not relieve End User from its liability to respect all the obligations claimable before or after the termination date.

9. Liquidated Damages for Unauthorized Commercial Use

- 9.1 If You use Blonk's Agri-footprint 6.3 Database outside the scope of allowed use as mentioned in Article 2, then this constitutes a material breach of the EULA. For example, in case of commercial use or the distribution of Blonk's Agri-footprint 6.3 Database. You agree and understand that such unlicensed use will cause Blonk significant commercial harm that is difficult to quantify or prove precisely and that it would be either inconvenient or not feasible to ascertain an adequate remedy. As such, You will be liable for liquidated damages of Ten thousand Euros (€ 10,000) for each instance where You use Blonk's Agri-footprint 6.3 Database commercially or when You make Blonk's Agri-footprint 6.3 Database wholly or partly available to third-parties. Also, You agree that You will be liable for liquidated damages of Thousand Euros (€ 1,000) for each day such breach continues.
- 9.2 You agree that the liquidated damages specified in Article 9.1 do not preclude Blonk's right to claim damages, such as disgorgement of ill-gotten gains, from You. In addition, Blonk may seek injunctive relief against You to cease the unlawful publication of Blonk's Agri-footprint 6.3 Database and its data.
- 9.3 In the event a court of competent jurisdiction holds You liable for breach of contract (including unauthorized commercial use), You will reimburse Blonk for all attorney's fees and costs arising from the matter.

10. Applicable law and competent court

- 10.1 This EULA shall be exclusively governed by the law of the Netherlands.
- 10.2 Any dispute or legal difference between Blonk and You arising out of or in connection with this EULA, will be held before the competent court in The Hague, The Netherlands.

11. Miscellaneous

- 11.1 All provisions that are intended to survive the termination, by nature or because such has expressly been provided for in this EULA, shall survive such termination. These provisions include, but are not limited to, provisions regarding the Intellectual Property Rights (Article 4), Guarantees and warranties (Article 5), Limitations of Liability (Article 6) as well as Applicable law and Competent Court (Article 10).
- 11.2 If any provision of the EULA is held invalid or unenforceable, that provision will be construed to reflect Blonk's original intent. Despite the invalidity or unenforceability of such provision, all other provisions will remain in full force and effect.
- 11.3 If Blonk's legal identity changes or when there is a change of control, then this EULA shall apply to You and the changed or new legal entity. For instance, when Blonk assigns or transfers the rights in connection with the EULA to another legal entity or when Blonk is acquired by another legal entity.
- 11.4 If Blonk does not exercise or enforce any legal right or remedy, this will not constitute a formal waiver of Blonk's rights.
- 11.5 This EULA supersedes all previous agreements and licenses, verbal or written, between You and Blonk regarding any dealings with respect to the subject matter of this EULA.

Annexes

Annex I: Ecoinvent Terms of Use

Terms of Use for Blonk Databases and Tools Using ecoinvent Data

Version 1.0 / 22 June 2022

Preamble

WHEREAS, **Blonk** is a licensee of the ecoinvent Association, with registered seat in Switzerland, for life cycle inventories (LCI);

WHEREAS, **Blonk** has implemented a sub-set of such LCI (**ecoinvent Data**) in its **Blonk Software Tool**;

WHEREAS, **Blonk** is sub-licensing such **ecoinvent Data** to **Blonk Databases and Tools User**.

§ 1 Definitions

The following defined terms capitalised and printed in bold letters shall have the same meaning in singular as well as in plural:

Blonk means the legal entity or organisation that has developed the **Blonk Software Tool**.

ToU means the terms of use stipulated in this document.

Blonk Databases and Tools means the databases, tools, or software applications provided **Blonk Databases and Tools User** by **Blonk**.

Blonk Databases and Tools User means (end-) user of **Blonk Databases and Tools** and licensee of **ecoinvent Data**.

Effective Date means the date upon which **Blonk** has granted **Blonk Databases and Tools User** access to the **Blonk Software Tool**.

ecoinvent Data means a sub-set of LCI according to Annex C.

Term means one (1) years from the coming into force of the agreement between **Blonk** and **Blonk Databases and Tools User** regarding the **Blonk Software Tool**.

§ 2 Scope

These ToU supplement and apply to the contractual relationship between **Blonk** and **Blonk Databases and Tools User**, in which **Blonk** licenses **ecoinvent Data** to **Blonk Databases and Tools User** in its **Blonk Software Tool**.

§ 3 Intellectual Property and other Rights

ecoinvent Data is solely owned by **ecoinvent**. **ecoinvent Data** is only licensed, not sold.

ecoinvent Data is protected by national and international laws, such as copyright laws, database rights and/or treaties. **ecoinvent** reserves all intellectual property rights in and to **ecoinvent Data**. The **Blonk Databases and Tools User** is granted a right to use the **ecoinvent Data** as set forth herein.

Subject to § 4, **Blonk** grants **Blonk Databases and Tools User** a non-exclusive, non-transferable, limited, revocable, and royalty-bearing right during the **Term** to use to use the **ecoinvent Data** for creating an unlimited number of internal or external, commercial or academic studies and reports. The **ecoinvent Data** shall be quoted by **Blonk Databases and Tools User** by attributing to “ecoinvent Data” as implemented in the **Blonk Software Tool**, specifying the **ecoinvent Data** used.

§ 4 Restrictions on Use

This rights granted in §3 do *not* include the right of **Blonk Databases and Tools User**, among others to

- use, copy, adapt, change, translate, modify, sub-license, sell or distribute all or any portion of the **ecoinvent Data** other than expressly licensed under these ToU or otherwise expressly required by mandatory law;
- reproduce, disseminate or publicly display the **ecoinvent Data**, or any portion or derivation thereof, other than granted in § 3 (2);
- grant to any third party any rights regarding the **ecoinvent Data** (e.g. sub-licensing right);
- publish or make available to others derivative databases or datasets or database-like products using all or any portion of the **ecoinvent Data** or derivation thereof;
- prepare extracts of the **ecoinvent Data**, or any portion or derivation thereof;

- use the **ecoinvent Data**, or any portion or derivation thereof, in any other product or service;
- use the **ecoinvent Data**, or any portion or derivation thereof, to provide any service for third parties except for the studies and reports stipulate in § 3 (3); and/or
- use web crawlers or any other types of software or hardware technology to automatically download or index the **ecoinvent Data**;
- reverse engineer, decompile and disassemble the **Blonk Software Tool**;
- disclose the login details for access to the **Blonk Databases and Tools** to any third party, or to allow third parties to access the **Blonk Software Tool**;
- assign the rights under these **ToU** to any third party.

§ 5 Term and Termination

The **Blonk Databases and Tools User** may extend his/her right under these **ToU** by concluding an agreement with the **Blonk** for another **Term**.

Blonk may terminate the rights granted hereunder with immediate effect if the **Blonk Databases and Tools User** breaches these **ToU**.

Upon expiration or termination of the rights granted hereunder the **Blonk Databases and Tools User** shall be obliged to delete any **ecoinvent Data** from his/her hard- and software devices and confirm unsolicited such deletion to **Blonk**.

§ 6 Prices

The license fee for the **ecoinvent Data** is subject to the **Blonk's** price list valid at the time of the order or subject to a written agreement between the parties regarding the price.

§ 7 Representations and Warranties

ecoinvent Data is provided “as is”. It is within the responsibility of **Blonk Databases and Tools User** to verify and to assess the validity and integrity of **ecoinvent Data** to its use, and to decide whether or not it fits for the intended use. **Blonk Databases and Tools User** uses **ecoinvent Data** at its own risk. **Blonk** disclaims any and all representations and warranties, expressed or implied, of **ecoinvent Data** including, but without limitation, merchantability, fitness for any particular purpose, accuracy, completeness, correctness, infringement of third party intellectual property rights. **Blonk** has made commercially reasonable efforts to reduce **ecoinvent Data** being subject to the rights of third parties. However, **Blonk** expressly disclaims any representation that **ecoinvent Data** is not subject to the rights of third parties. **Blonk Databases and Tools User** shall notify **Blonk** immediately and in writing if any third party should assert an infringement claim against **Blonk Databases and Tools User** in connection with **ecoinvent Data**.

§ 8 Limitation of Liability

To the extent permitted by applicable law, **Blonk** disclaims any and all liability for direct damages and/or indirect damages (e.g. consequential damages, loss of income, business or profit, reputation) occurring under these **ToU**.

To the extent permitted by applicable law, any and all liability for **Blonk's** auxiliary persons is herewith excluded.

§ 9 Governing Law and Venue

Any general terms and conditions of **Blonk Databases and Tools User** are explicitly excluded. These **ToU** are subject exclusively to **Swiss law**, without regard to the conflict of law principles. Disagreements regarding the interpretation of these **ToU** or other disagreements between the parties, regarding the above-described scope, shall be settled amicably first. In case no amicable settlement is reached, the disputes arising out of, or in connection with, these **ToU** shall be brought exclusively before the **competent court of the city of Zurich**.

Commercial License

End User License Agreement (EULA) re: Blonk's AFP6.3 via GreenDelta's openLCA

Summary – Important arrangements

- **Blonk** ("Blonk Sustainability Tools B.V"), a private limited company organized under the laws of the Netherlands, with its principal place of business in (2805 TD) Gouda at the Groen van Prinsterersingel 45 is the creator of its **Agri-footprint 6.3 Database**;
- This End User License Agreement (**EULA**) applies to **You** – the **End User**, being an LCA expert, sustainability professional or consultant – and Your use of Blonk's Agri-footprint 6.3 Database via GreenDelta's **openLCA** software for commercial purposes, by processing the data for e.g. single-user generation of multiple consultancy reports, presentations, and R&D;
- The EULA including its Annex also governs the relationship between You and Blonk with respect to use of its Agri-footprint 6.3 Database via openLCA;
- Integration of Blonk's Agri-footprint 6.3 Database into an any tool is strictly forbidden and falls outside the scope of this EULA. Such forbidden use includes the Database's data integration in tools, such as: LCA tools, carbon footprinting tools, tools for feed formulation or farm data management tools. In addition, it is forbidden to publish, redistribute or re-sell the Database. As a consequence, any use where the Database is e.g. integrated or used with other databases to create a new products, services and/or tools, requires a developer license and is not covered by this EULA.
- If You wish to use Blonk's Agri-footprint 6.3 Database outside the scope of this EULA (e.g. by incorporating data from Blonk's Agri-footprint 6.3 Database into Your tool, software and/or database), then You must contact Blonk at tools@blonksustainability.nl and request a developer license.
- This EULA is based on the license agreement between **GreenDelta GmbH** and Blonk. As a consequence, in the event the agreement between Blonk and GreenDelta is terminated or expired, this EULA including Your license to use the Database ends by operation law;
- When the license agreement or this EULA is terminated or expired, You must refrain from using Blonk's Agri-footprint 6.3 Database and destroy the data;
- Please be advised that if You breach this EULA by using data of Blonk's Agri-footprint 6.3 Database in a commercial manner or by making Blonk's Agri-footprint 6.3 Database wholly or partly available to third-parties, then You will be subject to the liquidated damages provision contained in Article 9 of the EULA. In addition, Blonk may undertake legal actions to recover damages from You;
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- 1.2 This license shall be effective either on the moment You use Blonk's Agri-footprint 6.3 Database or when you have bought the license in GreenDelta's online store called openLCA Nexus. This license ends when the license agreement between GreenDelta and Blonk ends or when this EULA is terminated. See Article 8 of this EULA.
- 1.3 If any third party terms and conditions apply, such as Ecoinvent's terms (see **Annex I**), then You must accept those before You can use Blonk's Agri-footprint 6.3 Database. If You decline any applicable third party terms and conditions, then this EULA shall not enter into effect and You must refrain from using Blonk's Agri-footprint 6.3 Database.

2. Scope of the EULA

- 2.1 Based on this EULA, You are allowed to use Blonk's Agri-footprint 6.3 Database via openLCA for commercial purposes. More specifically, this EULA allows you to process data from Blonk's Agri-footprint 6.3 Database via openLCA for single-user generation of multiple reports, presentations, and R&D. This includes use of Blonk's Agri-footprint 6.3 Database via openLCA to the benefit of Your consultancy reports (e.g. studies, results and digital, interactive presentations), including the performance of calculations and decisions whether or not You use these calculations or decisions in the reports.

Uses that are allowed under this Agreement, including (but not limited to):

- import data to Your internally used software or data platform needed to use the data, such as LCA software, and interact with the imported data as well as sharing the data with other End Users;
- organization or product assessment for purposes such as internal benchmarking;
- development of mitigation strategies for products;
- hot spot analysis;
- scenario analysis, including risk analysis and mitigation;
- development of low impact recipes and products;
- identifying opportunities for low impact materials;
- internal and external communication of LCA results.

It is also allowed to use the Database for review/verification, which means the use to expose only parts of it to third-party reviewers or auditors who will use the information/data only to the extent this is necessary for review and verification purposes.

In addition, you may publish data from Blonk's Agri-footprint 6.3 Database in the course of scientific research activities and used as evidence in the research process to the extent necessary to validate scientific research findings and results.

- 2.2 Integration of Blonk's Agri-footprint 6.3 Database into an any tool is strictly forbidden and falls outside the scope of the license as laid down in this EULA. Such forbidden use includes the Database's data integration in tools, such as: LCA tools, carbon footprinting tools, tools for feed formulation or farm data management tools. You are therefore not allowed to wholly or partly copy or distribute data of Blonk's Agri-footprint 6.3 Database or the Database itself and use these copies externally in any form to, for instance, implement the data of the Database into other databases or software packages, other than internally used software or data platform needed to use the data from the Database such as LCA software.
In addition, You may not publish, redistribute or re-sell the Database or any part thereof to any other person or entity, e.g. by publishing the Database via the internet or any other means of data transfer.

- 2.3 You are restricted to perform any other acts in relation to Blonk's Agri-footprint 6.3 Database other than the grants of rights as set forth in Article 2.1. Therefore, You are not allowed to, among other things:
create derivative works such as add-ons based on Blonk's Agri-footprint 6.3 Database, or copy or process any data from the Database for any purpose other than the permitted use as set forth in Article 2.1. If You want to use the data outside the scope of this EULA, then You can make a request to Blonk Agri-footprint B.V. to obtain the proper license, such as a developer license, by sending an email to: tools@blonksustainability.nl.
- 2.4 In all cases You are obliged to expressly state that the source of the data from Blonk's Agri-footprint 6.3 Database is Blonk Agri-Footprint B.V., accompanied with the version number of the Agri-footprint 6.3 data, where applicable.

3. Your personal data

- 3.1 Blonk has empowered GreenDelta by right of representation to conclude this EULA between Blonk and you, that is the End User. Therefore, GreenDelta processes your e-mail address, name and potentially other personal information you have provided as these data are necessary for the performance of this EULA. These personal data, which you have provided voluntarily, will be transferred to Blonk as the contracting party.
- 3.2 With regard to the processing of your personal data, Blonk acts as the data controller. Consequently, you can file a request to Blonk if you want to exercise your right of access to and the right to rectify your personal data. You can file these requests via: [\[info@agri-footprint.com\]](mailto:info@agri-footprint.com).
- 3.3 Please be advised that Blonk may send e-mail messages addressed to you, as a customer. If you do not want to receive such e-mail messages, then you can inform Blonk about this via: [\[info@agri-footprint.com\]](mailto:info@agri-footprint.com). In any case, you will be able to opt-out from unsolicited e-mail messages.

4. Intellectual property rights

- 4.1. Nothing in this EULA constitutes a transfer of any Intellectual Property Rights of Blonk to You, and other End Users and/or third parties. Intellectual Property Rights are defined as: "Patents, registered and unregistered trademarks and service marks, domain names, registered designs and design rights, copyright (including such rights in computer software and databases), database rights and moral rights (in each case for the full period thereof and extensions, revivals and renewals thereof), applications for the foregoing and the right to apply for any of the foregoing anywhere in the world, and all similar rights anywhere in the world including those subsisting in inventions, designs, drawings, data, databases and computer programs."
- 4.2. You shall not at any time and under any circumstances use Blonk's works and/or data covered by its Intellectual Property Rights without prior permission of Blonk. Blonk expressly reserves its rights including Intellectual Property Rights. Exceptions for text and data mining do not apply.
- 4.3. You shall not use Blonk's name and trademarks other than the obliged reference to its trademarks as stipulated in Article 2.5. You may not remove or alter any Agri-footprint 6.3 data and/or Blonk identification, proprietary notices, labels or trademarks which appear on or in Blonk's Agri-footprint 6.3 Database.
- 4.4. You are not allowed to make any claims regarding Blonk and or its Database in publications, such as reports, websites or marketing expressions, other than the source reference as mentioned in Article 2.5. Any mention to Blonk and or its trade marks (including logo's) is subject to approval by Blonk. You can request such approval by contacting Blonk: info@blonksustainability.nl

4. Guarantees and warranties

- 5.4 Blonk's Agri-footprint 6.3 Database and its data via openLCA are made available "as is" without Blonk's warranty of any kind, either express or implied, including – but not limited to – any implied warranty against infringement of third parties' rights including – but not limited to –

Intellectual Property Rights, or any other warranties of merchantability, integration, satisfactory quality and fitness for a particular purpose.

- 5.5 Releases or updates fall outside the scope of this EULA. This means that You will not be able to use data of new Agri-footprint 6.3 data releases or updates or are in any way entitled to those release and updates. Blonk shall have no obligation for the installation, technical support and/or maintenance of Blonk's Agri-footprint 6.3 Database towards End User.
- 5.6 Blonk cannot warrant that third-parties are able to enforce their rights or to make claims in relation to Blonk's Agri-footprint 6.3 Database. You shall therefore inform Blonk immediately if it becomes aware of such third-party claims. Blonk and End User shall then discuss the merits of the third parties' claims and how to deal with these claims.

5. Limitation of Liability

- 6.1 As stipulated in Article 5.1, Blonk's Agri-footprint 6.3 Database is made available to You without any warranty of any kind. Consequently, Blonk is not liable towards You for any damages in relation to this EULA and/or the Database. The entire risk as to the use, quality, and performance of the Database is with You.

Blonk will not be liable for any loss, claim or damage that results directly from foreseeable and avoidable circumstances, for which Blonk may be held culpable and which relate directly to this Agreement as well as any indirect loss, claim or damage, or any (if applicable) punitive, special, incidental or consequential damages of any kind (including but not limited to lost savings or loss or corruption of data); or any loss of profit (whether direct or indirect), in each case whether based in contract, tort (including negligence), strict liability, or otherwise – either caused by Blonk – which arises out of or is in any way connected with any use of Blonk's Agri-footprint 6.3 Database or this Agreement, even if Blonk has been forewarned of the possibility of such loss or damage.

- 6.2 If the limitations of liability as stipulated in Article 6.1 are ruled in a court of law unreasonable or onerous, then Blonk's liability explicitly limited to the amount paid by its insurance company, if covered. If its insurance company does not pay any damages, then Blonk's total liability is limited to a maximum amount of one hundred Euros including interest (€ 100,00), irrespective of the amount of damaging events and irrespective of the duration of the damaging event(s).
- 6.3 Nothing in this Agreement limits or excludes Blonk's liability for death or personal injury intentionally caused by their management or due to their deliberately reckless management and any other liability which may not by law be limited or excluded.

6. Confidentiality

- 7.1 You acknowledge that Blonk's Agri-footprint 6.3 Database and the data are part of Blonk's trade secrets and are protected by Directive (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets).
- 7.2 You are obliged to keep all materials in relation to Blonk's Agri-footprint 6.3 Database secret, and are not allowed to pass on these materials to third parties, save to the extent permitted in Article 2 of the Agreement.

The materials include, but are not limited to, information about Blonk's working methods, pricing, licensing models, technical information, this Agreement and/or Blonk's trade secrets and know-how. You agree to provide the necessary means to prevent unauthorized disclosure of such materials.

7. EULA changes, term and termination

- 8.1 Blonk reserves the right to provide new or changed terms of this EULA. You shall be able to agree or decline to the new or changed terms as set forth in the modified EULA. If You decline, You will not be allowed to use Blonk's Agri-footprint 6.3 Database.
- 8.2 After termination of the EULA, You shall permanently delete any (copies) of Blonk's Agri-footprint 6.3 Database and/or parts thereof.

- 8.3 Blonk may terminate or suspend this EULA at any time without any cause.
- 8.4 After termination or expiration of the license agreement between Blonk and GreenDelta or this EULA, You may not use Blonk's Agri-footprint 6.3 Database anymore, or create any new works based on the data such as reports.
- In addition, You shall destroy all the data from Blonk's Agri-footprint 6.3 Database (including copies thereof) in Your possession and, upon request, send Blonk evidence of said destruction. Notwithstanding the above, You are not required to destroy any works created using Blonk's Agri-footprint 6.3 Database, such as generated reports, which were created prior to the termination or expiration.
- 8.5 The license as laid down in Article 2 of this EULA shall terminate by operation of law with an immediate effect if You are in breach of this EULA or when the license agreement between Blonk and GreenDelta has been terminated or expired. This termination or expiration shall not prevent Blonk from claiming damages and the termination shall not relieve End User from its liability to respect all the obligations claimable before or after the termination or expiration date.

8. Liquidated Damages for Unauthorized Commercial Use

- 9.1 If You use Blonk's Agri-footprint 6.3 Database outside the scope of allowed use as mentioned in Article 2, then this constitutes a material breach of the EULA. For example, in case of commercial use or the distribution of Blonk's Agri-footprint 6.3 Database. You agree and understand that such unlicensed use will cause Blonk significant commercial harm that is difficult to quantify or prove precisely and that it would be either inconvenient or not feasible to ascertain an adequate remedy. As such, You will be liable for liquidated damages of Ten thousand Euros (€ 10,000) for each instance where You use Blonk's Agri-footprint 6.3 Database commercially or when You make Blonk's Agri-footprint 6.3 Database wholly or partly available to third-parties. Also, You agree that You will be liable for liquidated damages of Thousand Euros (€ 1,000) for each day such breach continues.
- 9.2 You agree that the liquidated damages specified in Article 9.1 do not preclude Blonk's right to claim damages, such as disgorgement of ill-gotten gains, from You. In addition, Blonk may seek injunctive relief against You to cease the unlawful publication of Blonk's Agri-footprint 6.3 Database and its data.
- 9.3 In the event a court of competent jurisdiction holds You liable for breach of contract (including unauthorized commercial use), You will reimburse Blonk for all attorney's fees and costs arising from the matter.

9. Applicable law and competent court

- 10.1 This EULA shall be exclusively governed by the law of the Netherlands.
- 10.2 Any dispute or legal difference between Blonk and You arising out of or in connection with this EULA, will be held before the competent court in The Hague, The Netherlands.

10. Miscellaneous

- 11.1 All provisions that are intended to survive the termination or expiration, by nature or because such has expressly been provided for in this EULA, shall survive such termination or expiration. These provisions include, but are not limited to, provisions regarding the Intellectual Property Rights (Article 4), Guarantees and warranties (Article 5), Limitations of Liability (Article 6) as well as Applicable law and Competent Court (Article 10).
- 11.2 If any provision of the EULA is held invalid or unenforceable, that provision will be construed to reflect Blonk's original intent. Despite the invalidity or unenforceability of such provision, all other provisions will remain in full force and effect.
- 11.3 If Blonk's legal identity changes or when there is a change of control, then this EULA shall apply to You and the changed or new legal entity. For instance, when Blonk assigns or transfers the

rights in connection with the EULA to another legal entity or when Blonk is acquired by another legal entity.

11.4 If Blonk does not exercise or enforce any legal right or remedy, this will not constitute a formal waiver of Blonk's rights.

11.5 This EULA supersedes all previous agreements and licenses, verbal or written, between You and Blonk regarding any dealings with respect to the subject matter of this EULA.

Annexes

I. Ecoinvent Terms of Use

Annex I: Ecoinvent Terms of Use

Terms of Use for Blonk Databases and Tools Using ecoinvent Data

Version 1.0 / 22 June 2022

Preamble

WHEREAS, **Blonk** is a licensee of the ecoinvent Association, with registered seat in Switzerland, for life cycle inventories (LCI);

WHEREAS, **Blonk** has implemented a sub-set of such LCI (**ecoinvent Data**) in its **Blonk Software Tool**;

WHEREAS, **Blonk** is sub-licensing such **ecoinvent Data** to **Blonk Databases and Tools User**.

§ 1 Definitions

The following defined terms capitalised and printed in bold letters shall have the same meaning in singular as well as in plural:

Blonk means the legal entity or organisation that has developed the **Blonk Software Tool**.

ToU means the terms of use stipulated in this document.

Blonk Databases and Tools means the databases, tools, or software applications provided **Blonk Databases and Tools User** by **Blonk**.

Blonk Databases and Tools User means (end-) user of **Blonk Databases and Tools** and licensee of **ecoinvent Data**.

Effective Date means the date upon which **Blonk** has granted **Blonk Databases and Tools User** access to the **Blonk Software Tool**.

ecoinvent Data means a sub-set of LCI according to Annex C.

Term means one (1) years from the coming into force of the agreement between **Blonk** and **Blonk Databases and Tools User** regarding the **Blonk Software Tool**.

§ 2 Scope

These ToU supplement and apply to the contractual relationship between **Blonk** and **Blonk Databases and Tools User**, in which **Blonk** licenses **ecoinvent Data** to **Blonk Databases and Tools User** in its **Blonk Software Tool**.

§ 3 Intellectual Property and other Rights

ecoinvent Data is solely owned by **ecoinvent**. **ecoinvent Data** is only licensed, not sold.

ecoinvent Data is protected by national and international laws, such as copyright laws, database rights and/or treaties. **ecoinvent** reserves all intellectual property rights in and to **ecoinvent Data**. The **Blonk Databases and Tools User** is granted a right to use the **ecoinvent Data** as set forth herein.

Subject to § 4, **Blonk** grants **Blonk Databases and Tools User** a non-exclusive, non-transferable, limited, revocable, and royalty-bearing right during the **Term** to use to use the **ecoinvent Data** for creating an unlimited number of internal or external, commercial or academic studies and reports. The **ecoinvent Data** shall be quoted by **Blonk Databases and Tools User** by attributing to "ecoinvent Data" as implemented in the **Blonk Software Tool**, specifying the **ecoinvent Data** used.

§ 4 Restrictions on Use

This rights granted in §3 do *not* include the right of **Blonk Databases and Tools User**, among others to

- use, copy, adapt, change, translate, modify, sub-license, sell or distribute all or any portion of the **ecoinvent Data** other than expressly licensed under these **ToU** or otherwise expressly required by mandatory law;
- reproduce, disseminate or publicly display the **ecoinvent Data**, or any portion or derivation thereof, other than granted in § 3 (2);
- grant to any third party any rights regarding the **ecoinvent Data** (e.g. sub-licensing right);
- publish or make available to others derivative databases or datasets or database-like products using all or any portion of the **ecoinvent Data** or derivation thereof;
- prepare extracts of the **ecoinvent Data**, or any portion or derivation thereof;
- use the **ecoinvent Data**, or any portion or derivation thereof, in any other product or service;
- use the **ecoinvent Data**, or any portion or derivation thereof, to provide any service for third parties except for the studies and reports stipulate in § 3 (3); and/or
- use web crawlers or any other types of software or hardware technology to automatically download or index the **ecoinvent Data**;
- reverse engineer, decompile and disassemble the **Blonk Software Tool**;
- disclose the login details for access to the **Blonk Databases and Tools** to any third party, or to allow third parties to access the **Blonk Software Tool**;
- assign the rights under these **ToU** to any third party.

§ 5 Term and Termination

The **Blonk Databases and Tools User** may extend his/her right under these **ToU** by concluding an agreement with the **Blonk** for another **Term**.

Blonk may terminate the rights granted hereunder with immediate effect if the **Blonk Databases and Tools User** breaches these **ToU**.

Upon expiration or termination of the rights granted hereunder the **Blonk Databases and Tools User** shall be obliged to delete any **ecoinvent Data** from his/her hard- and software devices and confirm unsolicited such deletion to **Blonk**.

§ 6 Prices

The license fee for the **ecoinvent Data** is subject to the **Blonk's** price list valid at the time of the order or subject to a written agreement between the parties regarding the price.

§ 7 Representations and Warranties

ecoinvent Data is provided “as is”. It is within the responsibility of **Blonk Databases and Tools User** to verify and to assess the validity and integrity of **ecoinvent Data** to its use, and to decide whether or not it fits for the intended use. **Blonk Databases and Tools User** uses **ecoinvent Data** at its own risk. **Blonk** disclaims any and all representations and warranties, expressed or implied, of **ecoinvent Data** including, but without limitation, merchantability, fitness for any particular purpose, accuracy, completeness, correctness, infringement of third party intellectual property rights.

Blonk has made commercially reasonable efforts to reduce **ecoinvent Data** being subject to the rights of third parties. However, **Blonk** expressly disclaims any representation that **ecoinvent Data** is not subject to the rights of third parties. **Blonk Databases and Tools User** shall notify **Blonk** immediately and in writing if any third party should assert an infringement claim against **Blonk Databases and Tools User** in connection with **ecoinvent Data**.

§ 8 Limitation of Liability

To the extent permitted by applicable law, **Blonk** disclaims any and all liability for direct damages and/or indirect damages (e.g. consequential damages, loss of income, business or profit, reputation) occurring under these **ToU**.

To the extent permitted by applicable law, any and all liability for **Blonk's** auxiliary persons is herewith excluded.

§ 9 Governing Law and Venue

Any general terms and conditions of **Blonk Databases and Tools User** are explicitly excluded. These **ToU** are subject exclusively to **Swiss law**, without regard to the conflict of law principles. Disagreements regarding the interpretation of these **ToU** or other disagreements between the parties, regarding the above-described scope, shall be settled amicably first. In case no amicable

settlement is reached, the disputes arising out of, or in connection with, these ToU shall be brought exclusively before the **competent court of the city of Zurich**.
