# End User Licence Agreement (EULA) for the CIRCULARITY FOOD PACKAGE add-on for Agribalyse

This document combines two (2) EULAs described in the following two parts.

**Part I**:

*End User Licence Agreement (EULA) for Agribalyse Database and Agribalyse Datasets*

**Part II**:

*End User Licence Agreement (EULA) for CIRCULARITY FOOD PACKAGE add-on for Agribalyse by GreenDelta GmbH (CIRCULARITY FOOD PACKAGE), July 2023 (version 1.0)*

Agribalyse licence EULA Part I applies, besides Part II for CIRCULARITY FOOD PACKAGE.

This licence does not grant the rights to resell the database or parts of it through any commercial or other product. A special licence must be granted by Agribalyse, GreenDelta and openLCA Nexus in that case.

Please read BOTH EULAs (Part I and Part II) carefully before using CIRCULARITY FOOD PACKAGE.

By downloading, installing or using CIRCULARITY FOOD PACKAGE, end user agrees to be bound by the terms of use of BOTH PARTS of this EULA because CIRCULARITY FOOD PACKAGE add-on is only available in combination with the Agribalyse Database.

If you do not accept this EULA, you are NOT ALLOWED to use the CIRCULARITY FOOD PACKAGE product.

**Part I**:

*End User Licence Agreement (EULA) for Agribalyse Database and Agribalyse Datasets*

etalab

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# LICENCE OUVERTE 2.0
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## SPECIAL CLAUSE FOR USING AGRIBALYSE 3.1 IN OPENLCA

*As part of the partnership between ADEME and ecoinvent, users have free access to the ecoinvent data available through Agribalyse for certain scopes and for certain conditions only : "For academic uses based in France and for intermediate enterprises, SMEs and NGOs based in France in the agro-food sectors".*

*For all other cases, a licence of ecoinvent v2.2 & v.3.4 from openLCA Nexus is required for accessing Agribalyse v.3.1.*

*Users who download Agribalyse without fulfilling the aforementioned conditions expose themselves to legal action by ecoinvent.*

## "REUSE" OF THE "INFORMATION" COVERED BY THIS LICENCE

The "Grantor" grants the "Reuser" the free, non-exclusive right to "Reuse" the "Information" subject of this licence, for commercial or non-commercial purposes, worldwide and for an unlimited period, in accordance with the conditions stated below.

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**For example:**

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## PERSONAL DATA

The "Information" made available may contain "Personal data" that may be subject to "Reuse". If this is the case, the "Grantor" informs the "Reuser" about its existence. The "Information" may be freely reused, within the rights granted by this licence, subject to compliance with the legal framework relating to personal data protection.

## INTELLECTUAL PROPERTY RIGHTS

It is guaranteed to The "Reuser" that potential "Intellectual property rights" held by third parties or by the "Grantor" on "Information" do not interfere with the rights granted by this licence.

When the "Grantor" holds transferable "Intellectual property rights" on the "Information", he/she assigns these to the "Reuser" on a non-exclusive basis, free of charge, worldwide, for the entire duration of the "Intellectual property rights", and the "Reuser" is free to use the "Information" for any purpose that complies with the rights and conditions defined in this licence.

## LIABILITY

The "Information" is made available as it is produced or received by the "Grantor", without any other express or tacit guarantee than those set out in this licence. The

"Grantor" does not guarantee the absence of errors or inaccuracies in the "Information", nor a continuous supply of the "Information". He/she cannot be held responsible for any loss, prejudice or damage of any kind caused to third parties as a result of the "Reuse". The "Reuser" is solely responsible for the "Reuse" of the "Information". This "Reuse" must not mislead third parties as to the contents of the "Information", its source or its date of update.

## APPLICABLE LEGISLATION

This licence is governed by French law.

### COMPATIBILITY OF THIS LICENCE

This licence has been designed to be compatible with any free licence that at least requires an acknowledgement of authorship, and specifically with the previous version of this licence as well as with the following licences: United Kingdom's "Open Government Licence" (OGL), Creative Commons' "Creative Commons Attribution" (CC-BY) and Open Knowledge Foundation's "Open Data Commons Attribution" (ODC-BY).

## DEFINITIONS

Within the meaning of this licence, are to be considered as :

- The "**Grantor**": any person granting the right to "Reuse" "Information" under the rights and conditions set out in this licence.

- The "**Information**":

    - any public information contained in documents disclosed or published by any administration referred to in the first paragraph of Article L. 300-2 of the code des relations entre le public et l'administration (CRPA),

    - any information made available by any person under the terms and conditions of this licence.

- The "**Reuse**": the use of the "Information" for other purposes than those for which it was produced or received.

- The "**Reuser**": any person reusing the "Information" in accordance with the conditions of this licence.

- "**Personal data**": any information relating to an identified or identifiable natural person who may be identified directly or indirectly. Its "Reuse" is conditional on the respect of the existing legal framework.

- "**Derived information**": any new data or information created directly from the "Information" or from a combination of the "Information" and other data or information not subject to this licence.

- "**Intellectual property rights**": all rights identified as such under the code de la propriété intellectuelle (including copyright, rights related to copyright, sui generis rights of database producers, etc.).

## ABOUT THIS LICENCE

This licence is intended to be used by administrations for the reuse of their public information. It can also be used by any individual wishing to supply "Information" under the conditions defined in this licence.

France has a comprehensive legal framework aiming at the spontaneous dissemination by the administrations of their public information in order to ensure the widest possible reuse of this information.

The right to "Reuse" the administrations' "Information" is governed by the code des relations entre le public et l'administration (CRPA).

This licence facilitates the unrestricted and free of charge reuse of public information and is one of the licences which can be used by the administration pursuant to the decree issued under article L. 323-2 of the CRPA.

Under the Prime Minister's authority, the Etalab mission is mandated to open up the maximum amount of data held by State administrations and public institutions. Etalab has drawn up the Open Licence to facilitate the unrestricted and free of charge reuse of public information, as defined by article L. 321-1 of the CRPA.  This licence is version 2.0 of the Open Licence. Etalab reserves the right to propose new versions of the Open Licence. Nevertheless, "Reusers" may continue to reuse information obtained under this licence should they so wish.

**Part II**: *End User Licence Agreement (EULA) for CIRCULARITY FOOD PACKAGE add-on for Agribalyse by GreenDelta GmbH (CIRCULARITY FOOD PACKAGE), July 2023 (version 1.0)*

# End User Licence Agreement (EULA) for CIRCULARITY FOOD PACKAGE add-on for Agribalyse by GreenDelta GmbH (CIRCULARITY FOOD PACKAGE)

**Version 1.0 / 12 July 2023**

**Preamble**

This **EULA** stipulates a contract between **GreenDelta GmbH** and you as an individual or legal person as **Licensee**.

Please read this EULA carefully before accessing and using the **CIRCULARITY FOOD PACKAGE** or any **CIRCULARITY FOOD PACKAGE Dataset.**

By downloading, installing or using **CIRCULARITY FOOD PACKAGE** or any **CIRCULARITY FOOD PACKAGE Dataset**, **Licensee** agrees to be bound by the terms of use of this **EULA**.

If you do not accept this **EULA**, you are NOT granted the right to use **CIRCULARITY FOOD PACKAGE** or any **CIRCULARITY FOOD PACKAGE Dataset**.

**§ 1 Definitions**

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

**CIRCULARITY FOOD PACKAGE** means CIRCULARITY FOOD PACKAGE add-on for the Agribalyse Database by GreenDelta GmbH. It contains **CIRCULARITY FOOD PACKAGE Datasets**. CIRCULARITY FOOD PACKAGE covers any version of the add-on to which the **Licensee** has access.

**CIRCULARITY FOOD PACKAGE Dataset** means the individual Life Cycle Inventory (LCI) data in CIRCULARITY FOOD PACKAGE add-on, including required indicators following the CIRCULARITY FOOD PACKAGE norm, in whatever form (electronic, paper) they may be accessed by the **Licensee**.

**GreenDelta GmbH** is a sustainability consultancy and software developing firm based in Berlin, hereafter referred to as **GreenDelta** or **Licensor**, www.greendelta.com.

**End User** means any individual or legal person being granted full access to **CIRCULARITY FOOD PACKAGE** via the **Reseller Software.**

**EULA** means End User Licence Agreement of any version of **CIRCULARITY FOOD PACKAGE** or any **CIRCULARITY FOOD PACKAGE Dataset.**

**Guest User** means any individual or legal person being granted direct but only limited access to **CIRCULARITY FOOD PACKAGE add-on**, namely to the undefined unit process, via the website of **openLCA Nexus** (https://nexus.openlca.org/).

**LCA** means Life Cycle Assessment.

**Licence Fee** means the price to be paid for the access to, and use of, **CIRCULARITY FOOD PACKAGE** or **CIRCULARITY FOOD PACKAGE Dataset** that is stipulated in the price list valid at

the time of the order by the Licensee, or subject to an individual written agreement between **Licensor or Reseller** and the **Licensee** regarding the price.

**Licensee** means **End User** and **Guest User.**

**Licensor** shall have the meaning set forth in the definition of **GreenDelta GmbH.**

**Parties** means jointly **Licensor** and **Licensee**.

**Reseller** means a supplier of **LCA** Software to whom **GreenDelta** has commissioned a sub-licensing right of **CIRCULARITY FOOD PACKAGE add-on.**

**Reseller Software** means **Reseller's LCA** software into which CIRCULARITY FOOD PACKAGE has been integrated.

**Studies and Reports** means copyrightable materials.

**Term** shall have the meaning set forth in section §11(1).

### § 2 Scope of this EULA and subject matter

1. This **EULA** shall apply to all contractual relationships in which a **Licensee** acquires a licence for the use of **CIRCULARITY FOOD PACKAGE** or any **CIRCULARITY FOOD PACKAGE Dataset** directly from **Licensor** or via a **Reseller**.

2. Subject to the terms of use set forth in this **EULA**, **Licensor** grants for the **Term** a nonexclusive, non-transferable, (notwithstanding the Term) revocable, and royalty-bearing right to access and use **CIRCULARITY FOOD PACKAGE add-on**. Thereby, **End User** shall have full access and use right to the **CIRCULARITY FOOD PACKAGE Datasets** via the **Reseller Software**.

3. Unless agreed otherwise between the Parties, Licensee is not granted a sub-licensing right.

4. Licensor has no obligation to make available to End User any subsequent versions of CIRCULARITY FOOD PACKAGE add-on.

### § 3 Licence Fees

1. **Licensee** shall pay the **Reseller** the **Licence Fee**.

2. The **Licence Fee** is non-refundable.

3. After receipt of the **Licence Fee**, login and password will be sent to **Licensee**, allowing **End User** full access to CIRCULARITY FOOD PACKAGE in the **Reseller Software**.

### § 4 Login

1. The **Licensee** shall keep the login and password confidential and shall not disclose them to any third party. Login and passwords may be changed by **Licensor** at any time and the new login and password are communicated to **Licensee**.

### § 5 Ownership and Intellectual Property Rights

1. **CIRCULARITY FOOD PACKAGE** is solely owned by **Licensor** or its data suppliers, as the case may be. **CIRCULARITY FOOD PACKAGE** is only licensed, not sold.

**Agribalyse – CIRCULARITY PACKAGE: End User Licence Agreement (EULA) for CIRCULARITY PACKAGE add-on for Agribalyse by GreenDelta GmbH (CIRCULARITY PACKAGE add-on)**

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2. **CIRCULARITY FOOD PACKAGE** is protected by national and international laws, such as copyright laws, database rights and/or treaties. **Licensor** reserves all intellectual property rights.

## § 6 Restrictions of use

1. The following licences are distinguished:

   a) A single-user licence is granted and limited to an individual, identified person only and limited to one workstation.

   b) A multi-user licence is granted and limited to a group of identified users.

2. **Licensee** is not entitled to use **CIRCULARITY FOOD PACKAGE** or **CIRCULARITY FOOD PACKAGE Datasets** for preparing extracts, or for any further commercial purposes.

3. **Licensee** is not entitled to reproduce, disseminate or publicly display any portions of **CIRCULARITY FOOD PACKAGE addon** or the **CIRCULARITY FOOD PACKAGE** Datasets.

4. **Licensee** is not entitled to sell, rent, lease, loan, distribute, export, import, act as an intermediary or provider, or grant any kind of licence rights to third parties with regard to **CIRCULARITY FOOD PACKAGE add-on**, the **CIRCULARITY FOOD PACKAGE Dataset** or any portions thereof.

5. **Licensee** is not entitled to undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the **CIRCULARITY FOOD PACKAGE add-on**, the **CIRCULARITY FOOD PACKAGE Datasets** or any part thereof except to the extent permitted by law. Publication of individual datasets and results are permitted within the scope of **Studies and Reports** provided that this does not violate the legitimate business interests of the **Licensor**.

6. Licensee is not entitled to assign **CIRCULARITY FOOD PACKAGE, a CIRCULARITY FOOD PACKAGE Dataset** as a whole or any portions thereof to any third party.

## § 7 Limitation of Liability

1. To the extent permitted by applicable law, **Licensor** 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 this **EULA**.

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

## § 8 Representations and Warranties

1. **Licensor** represents the operability of the currently available version of **CIRCULARITY FOOD PACKAGE and** the specifications in the data quality guideline.

2. Subject to § 8(1), **CIRCULARITY FOOD PACKAGE** is provided "as is". It is within the responsibility of **Licensee** to verify and to assess the validity and integrity of **CIRCULARITY FOOD PACKAGE** prior to its use, and to decide whether or not it fits for the intended use. **Licensee** uses **CIRCULARITY FOOD PACKAGE** or **any CIRCULARITY FOOD PACKAGE Dataset** at his/her own risk. **Licensor** disclaims any and all representations and warranties, expressed or implied, of **CIRCULARITY FOOD PACKAGE** including, but without limitation, merchantability, fitness for any particular purpose, accuracy, completeness, correctness, infringement of third party intellectual property rights, breach of data use obligations or restrictions, or that **CIRCULARITY FOOD PACKAGE** will be available without interruption.

3. **Licensor** has made commercially reasonable efforts to reduce **CIRCULARITY FOOD PACKAGE Datasets** being subject to the rights of third parties. However, **Licensor** expressly disclaims any representation that **CIRCULARITY FOOD PACKAGE Datasets** are not subject to the rights of third parties**. Licensee** shall notify **Licensor** immediately and in writing if any third party should assert an infringement claim against **Licensee** in connection with **CIRCULARITY FOOD PACKAGE**.

4. In case of programming errors (e.g. technical corruption) limiting the usability of the currently available version of **CIRCULARITY FOOD PACKAGE**, the warranty period shall be one year after purchase of a licence. In the event of a warranty claim, **Licensee's** sole remedy for the programming error is, at **Licensor's** sole discretion, programming fixes, updates and upgrades, work-around or replacement of **CIRCULARITY FOOD PACKAGE**.

## § 9 Return

1. The exchange or the return of **CIRCULARITY FOOD PACKAGE** or any **CIRCULARITY FOOD PACKAGE Dataset** to **GreenDelta GmbH** are generally not possible and never possible whenever the data have already been accessed. Only in exceptional cases and after prior written approval by **GreenDelta GmbH** shall it be possible to return the already ordered **CIRCULARITY FOOD PACKAGE** or **any CIRCULARITY FOOD PACKAGE Dataset**. In case **CIRCULARITY FOOD PACKAGE** or **any CIRCULARITY FOOD PACKAGE Dataset** have been ordered specifically for the **Licensee**, as well as custom-configured systems are excluded from any right of return.

2. In case **Licensor** agrees on returning **CIRCULARITY FOOD PACKAGE** or **any CIRCULARITY FOOD PACKAGE Dataset,** such return will be at **Licensee's** own risk and expenses *within a maximum of ten (10) days after the **Licensee** will have received the first order confirmation from CIRCULARITY FOOD PACKAGE add-on*. **CIRCULARITY FOOD PACKAGE** or **any CIRCULARITY FOOD PACKAGE Dataset** must be sent with the received confirmation of the data key. When returning **CIRCULARITY FOOD PACKAGE** or **any CIRCULARITY FOOD PACKAGE Dataset** the **Licensee** must expect a complete loss of **CIRCULARITY FOOD PACKAGE** or **any CIRCULARITY FOOD PACKAGE Dataset**. **GreenDelta GmbH** assumes no liability for damages resulting from such loss.

## § 10 Changes a)

**EULA**

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** shall be notified to **Licensee's** e-mail address known to **Licensor** and/or to **Reseller**. As of such notification, **Licensee** shall have a thirty (30) day notice period to deny such new terms and terminate the **EULA** to the following e-mail addresses:

   • to the **Reseller's** e-mail address if **Licensee** has an agreement with the **Reseller**, and/or

   • to gd@greendelta.com if **Licensee** accesses **CIRCULARITY FOOD PACKAGE** directly via the **openLCA Nexus** website.

3. After expiry of the thirty (30) day notice period, login to **CIRCULARITY FOOD PACKAGE** or **CIRCULARITY FOOD PACKAGE Dataset** shall only be granted to **Licensees** who have accepted the new terms**.**

**b) CIRCULARITY FOOD PACKAGE**

4. **CIRCULARITY FOOD PACKAGE** and/or **CIRCULARITY FOOD PACKAGE Datasets** may change from time to time. **Licensee** acknowledges and agrees that **Licensor** may update (e.g. add features or functions to) **CIRCULARITY FOOD PACKAGE** and/or **CIRCULARITY FOOD PACKAGE Dataset** with or without notifying **Licensee**. **Licensee** may need to update third party software from time to time in order to access and use **CIRCULARITY FOOD PACKAGE add-on**.

5. Scheduled offline periods are necessary to maintain and update **CIRCULARITY FOOD PACKAGE add-on**. These may be announced in advance.

## § 11 Term and Termination

1. The term of the licence granted hereunder is one (1) year after the first access according to §2(2) herein.

2. **Licensee** shall have a termination right according to §10(a) (2).

3. Notwithstanding section §11(1), **Licensor** may terminate this **EULA** at any time without consent of **Licensee** with three (3) month notification period.

4. Notwithstanding section §11(1), **Licensor** may terminate this **EULA** with immediate effect if **Licensee** fails to comply with any terms of this **EULA**. In such event, **Licensee** must irrevocably delete all copies of the provided **CIRCULARITY FOOD PACKAGE** or any **CIRCULARITY FOOD PACKAGE Dataset**.

## § 12 General Provisions

1. If any provision of this **EULA** is or becomes invalid or unenforceable, the validity or enforceability of any other provision of this Agreement shall not be affected. 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.

2. **GreenDelta GmbH** may assign or delegate this **EULA**, in whole or in part, to any person or entity at any time with or without **Licensee's** consent. **Licensee** may not assign or delegate any rights or obligations under this **EULA** without **Licensor´s** prior written consent, and any unauthorized assignment and any delegation by **Licensee** shall be null and void.

3. Any general terms and conditions of **Licensee** are explicitly excluded.

4. This **EULA** is _subject exclusively to German law_, without regard to the conflict of law principles.

5. Disagreements regarding the interpretation of this **EULA** 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, this **EULA** shall be brought _exclusively before the competent court of the city of Berlin_.

Berlin, 12 July 2023

**YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY DOWNLOADING OR INSTALLING OR USING CIRCULARITY FOOD PACKAGE AND/OR CIRCULARITY FOOD PACKAGE ADDON DATASETS, AND/OR BY TICKING THE EULA ACCEPTANCE BOX, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO LICENSOR THE RIGHTS SET FORTH HEREIN.**