

End User Licence Agreement (EULA) for HiQLCD Database and HiQLCD Datasets (Yearly Licence)

§1 Preamble

This **EULA** represents a contract between **HiQ Smart Data** and you as an individual or legal person as Licensee.

Please read this **EULA** carefully before accessing and using any version of the **HiQLCD Database** or any HiQLCD Dataset.

By downloading, installing or using any **HiQLCD Database** or using any **HiQLCD 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 the **HiQLCD Database** or any **HiQLCD Dataset** except those in the free part of the database for which no licence fee is due.

§2 Definitions

The following defined terms and expressions shall have the same meaning in singular as well as in plural:

HiQLCD Database means the database containing **HiQLCD Datasets**. The **HiQLCD Database** covers any version of the database to which the **Licensee** has access.

HiQLCD Dataset means two sets of data: life cycle inventory (LCI) data and life cycle impact assessment (LCIA) results in the **HiQLCD Database**, each representing the environmental data for a specific human activity, in electronic they may be accessed by the **Licensee**.

HiQLCD is hereinafter also referred to as **Licensor**.

End User means any individual or legal person being granted full access to **HiQLCD Database** via the Reseller Software.

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

LCA means Life Cycle Assessment.

Licence Fee means the price to be paid for the access to, and use of, the **HiQLCD Database** or **HiQLCD 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**.

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

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

Reseller means a supplier of **LCA** Software to whom **HiQLCD** has commissioned a sub-licensing right of the **HiQLCD Database**.

Reseller Software means **Reseller's** **LCA** software into which the **HiQLCD Database** has been integrated.

Studies and Reports means copyrightable materials.

Yearly Licence means the licence granted under this **EULA** for the **Term**.

§3 Scope and Licence

1. This **EULA** shall apply to all contractual relationships in which a **Licensee** acquires a licence for the use of the **HiQLCD Database** or any **HiQLCD 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 non-exclusive, non-transferable, and royalty-bearing right to access and use the **HiQLCD Database**. Thereby, **End User** shall have full access and use right to the **HiQLCD 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 an **HiQLCD Database**.

§4 Licence fees

1. **Licensee** shall pay the **Reseller** the **Licence Fee**.
2. The **Licence Fee** is non-refundable.

§5 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.

§6 Ownership and Intellectual Property Rights

1. The **HiQLCD Database** is solely owned by HIQ SMART DATA. The **HiQLCD Database** is only licensed, not sold.
2. The **HiQLCD Database** 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 use of a **Yearly Licence** is bound and limited to one workstation (i.e. workstation-bound license).
2. **User** is granted unlimited access to the **HiQLCD Database** only through the **Reseller Software**. After the **Term** the **End User** undertakes to irrevocably delete the **HiQLCD Database** from the workstation(s).
3. **Licensee** is not entitled to publish or make available to others derivative databases or datasets or database-like products using all or any portion of the **HiQLCD Database** or **HiQLCD Dataset**, or any derivation thereof. 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**.
4. **Licensee** is not entitled to reproduce, disseminate or publicly display any significant portions of the **HiQLCD Database** or the **HiQLCD Datasets**.
5. **Licensee** is not entitled to sell, rent, lease, loan, distribute, export, import, act as an intermediary or provider, or grant any kind of licence rights to third parties with regard to

the **HiQLCD Database**, the **HiQLCD Dataset** or any portions thereof. **Studies and Reports** are exempted from this sub-section 6.

6. **Licensee** is not entitled to undertake, cause, permit or authorize the modification, translation, reverse engineering, decompiling, disassembling or hacking of the **HiQLCD Database**, the **HiQLCD Dataset** or any part thereof except to the extent required by mandatory law.
7. **Licensee** is not entitled to assign the **HiQLCD Database** or the **HiQLCD Dataset** as a whole or any portions thereof to any third party.

§8 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.

§9 Representations and Warranties

1. **Licensor** represents the operability of the currently available version of the **HiQLCD Database** and the specifications in the data quality guideline.
2. Subject to § 8(1), the **HiQLCD Database** is provided "as is". It is within the responsibility of **Licensee** to verify and to assess the validity and integrity of the **HiQLCD Database** prior to its use, and to decide whether or not it fits for the intended use. **Licensee** uses the **HiQLCD Database** or any **HiQLCD Dataset** at her own risk. **Licensor** disclaims any and all representations and warranties, expressed or implied, of the **HiQLCD Database** 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 the **HiQLCD Database** will be available without interruption.
3. **Licensor** has made commercially reasonable efforts to reduce **HiQLCD Datasets** being subject to the rights of third parties. However, **Licensor** expressly disclaims any representation that **HiQLCD Datasets** are not subject to the rights of third parties. **Licensee** shall notify **Licensor** immediately and in writing if any third party should assert an infringement claim against **Licensee** in connection with the **HiQLCD Database**.
4. In case of programming errors (e.g. technical corruption) limiting the usability of the currently available version of the **HiQLCD Database**, 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 the **HiQLCD Database**.

§10 Return

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

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

§11 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
3. After expiry of the thirty (30) day notice period, login to the **HiQLCD Database** or **HiQLCD Dataset** shall only be granted to **Licensees** who have accepted the new terms.

b) HiQLCD Database

4. The **HiQLCD Database** and/or **HiQLCD Dataset** may change from time to time. **Licensee** acknowledges and agrees that HIQ SMART DATA may update (e.g. add features or functions to) the **HiQLCD Database** and/or **HiQLCD Dataset** with or without notifying **Licensee**. **Licensee** may need to update third party software from time to time in order to access and use the **HiQLCD Database**.
5. Scheduled offline periods are necessary to maintain and update the **HiQLCD Database**. These may be announced in advance.

§12 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 **HiQLCD Database** or any **HiQLCD Dataset**.

§13 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. **HIQ SMART DATA** 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 **HIQ SMART DATA'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 China 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 China.

Shanghai, 1 December 2024

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY DOWNLOADING OR INSTALLING OR USING THE HIQLCD DATABASE AND/OR DATASET, 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.