

End User License Agreements

A: Research License End User License Agreement (with Ecoinvent Annex)

B: Commercial License End User License Agreement (with Ecoinvent Annex)

C: Developer End User License Agreement

Continued on the next page.

Research License

End User License Agreement (EULA) re: Blonk's AFP 7 via GreenDelta's openLCA

Summary – Important arrangements

- **Blonk** (“Blonk Milieu Advies B.V.”), a private limited company organized under the laws of the Netherlands, with its principal place of business in (3068 AV) Rotterdam at the Marten Meesweg 8 is the creator of its **Agri-footprint 7 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 7 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 7 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 7 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 7 Database via openLCA;
- If You wish to commercially use Blonk's Agri-footprint 7 Database (e.g. by incorporating data from Blonk's Agri-footprint 7 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 7 Database and destroy the data. You may keep using generated works such as reports. If You would like to continue using Agri-footprint data after License agreement termination, then You are obligated to contact Blonk, or another distributor of Blonk, and purchase a new License Agreement before accessing the Database;
- Please be advised that if You breach this EULA by using data of Blonk's Agri-footprint 7 Database in a commercial manner or by making Blonk's Agri-footprint 7 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 7 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 7 Database via openLCA.
- 1.2 This license shall be effective either on the moment You use Blonk's Agri-footprint 7 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 7 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 7 Database.

2. Scope of the EULA

- 2.1 Based on this EULA, You are allowed to use Blonk's Agri-footprint 7 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 7 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 7 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 7 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 7 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 7 data or copy or process any Agri-footprint 7 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 7 data, or parts thereof, to others (if these others do not have a valid Agri-footprint 7 license);

- wholly or partly copy or distribute Agri-footprint 7 data and use these copies externally in any form to, for instance, implement the data of the Agri-footprint 7 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 Milieu Advies 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 7 Database is Blonk Milieu Advies B.V., accompanied with the version number of the Agri-footprint 7 data, where applicable.
- 2.6 This License is personal and cannot be used to the benefit of other entities.
- 2.7 With regards to the **Ecoinvent Data ("Ecoinvent Data")** contained within the Database, You are **not** allowed to, among other things:
- i. use, copy, adapt, change, translate, modify, sub-license, sell or distribute all or any portion of the Ecoinvent Data other than expressly sub-licensed in this Agreement or otherwise expressly required by mandatory law;
 - ii. reproduce, disseminate or publicly display the Ecoinvent Data, or any portion or derivation thereof, other than granted in this Agreement;
 - iii. grant to any third party any rights regarding the Ecoinvent Data (e.g., sub-licensing right);
 - iv. 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;
 - v. prepare extracts of the Ecoinvent Data, or any portion or derivation thereof;
 - vi. use the Ecoinvent Data, or any portion or derivation thereof, in any other product or service;
 - vii. use the Ecoinvent Data, or any portion or derivation thereof, to provide any service for third parties except for the studies and reports as granted in this Agreement;
 - viii. use web crawlers or any other types of software or hardware technology to automatically download or index the Ecoinvent Data;
 - ix. reverse engineer, decompile and disassemble the Tool to derive the Ecoinvent Data therefrom;
 - x. disclose the login details for access to the Tool to any third party, or to allow third parties to access the Tool;
 - xi. assign the sub-licensing rights to any third party.
 - xii. file any claim with regard to the sub-license rights granted hereunder.

You agree that Ecoinvent has beneficiary rights regarding the enforcement of the restrictions pursuant to the preceding paragraph. If you breach any of the restrictions according to this section, or you become aware of such breach, you shall notify Blonk in writing about the breach by emailing info@blonksustainability.nl. Blonk will forward the notification to Ecoinvent. If the EULA and/or the Agreement between Your Organization is terminated or expires, then you are not allowed to use the Ecoinvent data.

- 2.8 If You want to use the data outside the scope of this EULA, then Your Organization can make a request to Blonk Milieu Advies B.V. to obtain the proper license, such as a commercial license, by sending an email to: info@blonksustainability.nl.
- 2.9 In all cases You are obliged to expressly state that the source of the data from Blonk's Agri-footprint 7 Database is Blonk Milieu Advies B.V., accompanied with the version number of the Agri-footprint 7 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 processor. 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@blonksustainability.nl.
- 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@blonksustainability.nl. 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 7 data and/or Blonk identification, proprietary notices, labels or trademarks which appear on or in Blonk's Agri-footprint 7 Database.

5. Guarantees and warranties

- 5.1 Blonk's Agri-footprint 7 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 7 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 7 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 7 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 7 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 7 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 7 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 7 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 7 Database.
- 8.2 After termination of the EULA, You shall permanently delete any (copies) of Blonk’s Agri-footprint 7 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 7 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 7 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 7 Database, such as generated reports, which were created prior to the termination. If You would like to access Agri-footprint 7 data after License agreement termination, then You are obligated to contact Blonk, or another distributor of Blonk, and purchase a new License Agreement before accessing the Database.
- 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 7 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 7 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 7 Database commercially or when You make Blonk's Agri-footprint 7 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 7 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.

Commercial License

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

Summary – Important arrangements

- **Blonk** (“Blonk Milieu Advies B.V”), a private limited company organized under the laws of the Netherlands, with its principal place of business in (3068 AV) Rotterdam at the Marten Meesweg 8 is the creator of its **Agri-footprint 7 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 7 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 7 Database via openLCA;
- Integration of Blonk's Agri-footprint 7 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 7 Database outside the scope of this EULA (e.g. by incorporating data from Blonk's Agri-footprint 7 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 7 Database and destroy the data;
- Please be advised that if You breach this EULA by using data of Blonk's Agri-footprint 7 Database in a commercial manner or by making Blonk's Agri-footprint 7 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;
- 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 7 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 7 Database via openLCA.
- 1.2 This license shall be effective either on the moment You use Blonk's Agri-footprint 7 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 7 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 7 Database.

2. Scope of the EULA

- 2.1 Based on this EULA, You are allowed to use Blonk's Agri-footprint 7 Database via openLCA for commercial purposes. More specifically, this EULA allows you to process data from Blonk's Agri-footprint 7 Database via openLCA for single-user generation of multiple reports, presentations, and R&D. This includes use of Blonk's Agri-footprint 7 Database via openLCA to the benefit (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 7 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 7 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 7 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 7 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 7 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 Milieu Advies B.V. to obtain the proper license, such as a developer license, by sending an email to: tools@blonksustainability.nl.

2.4 With regards to the **Ecoinvent data ("Ecoinvent Data")** contained within the Database, You are not allowed to, among other things:

- i. use, copy, adapt, change, translate, modify, sub-license, sell or distribute all or any portion of the Ecoinvent Data other than expressly sub-licensed in this Agreement or otherwise expressly required by mandatory law;
- ii. reproduce, disseminate or publicly display the Ecoinvent Data, or any portion or derivation thereof, other than granted in this Agreement;
- iii. grant to any third party any rights regarding the Ecoinvent Data (e.g., sub-licensing right);
- iv. 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;
- v. prepare extracts of the Ecoinvent Data, or any portion or derivation thereof;
- vi. use the Ecoinvent Data, or any portion or derivation thereof, in any other product or service;
- vii. use the Ecoinvent Data, or any portion or derivation thereof, to provide any service for third parties except for the studies and reports as granted in this Agreement;
- viii. use web crawlers or any other types of software or hardware technology to automatically download or index the Ecoinvent Data;
- ix. reverse engineer, decompile and disassemble the Tool to derive the Ecoinvent Data therefrom;
- x. disclose the login details for access to the Tool to any third party, or to allow third parties to access the Tool;
- xi. assign the sub-licensing rights to any third party.
- xii. file any claim regarding the sub-license rights granted hereunder.

You agree that Ecoinvent has beneficiary rights regarding the enforcement of the restrictions pursuant to the preceding paragraph. If you breach any of the restrictions according to this section, or you become aware of such breach, you shall notify Blonk In Writing about the breach by emailing info@blonksustainability.nl. Blonk will forward the notification to Ecoinvent. If the EULA and/or the Agreement between Your Organization is terminated or expires, then you are not allowed to use the Ecoinvent data.

2.5 In all cases You are obliged to expressly state that the source of the data from Blonk's Agri-footprint 7 Database is Blonk Milieu Advies B.V., accompanied with the version number of the Agri-footprint 7 data, where applicable.

3. Your personal data

- 3.1 Blonk has empowered ~~GreenDelta~~~~company~~ 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 processor. 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@blonksustainability.nl.
- 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@blonksustainability.nl. 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 7 data and/or Blonk identification, proprietary notices, labels or trademarks which appear on or in Blonk's Agri-footprint 7 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

5. Guarantees and warranties

- 5.1 Blonk's Agri-footprint 7 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 7 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 7 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 7 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.

6. Limitation of Liability

6.1 As stipulated in Article 5.1, Blonk's Agri-footprint 7 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 7 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 7 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 7 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 7 Database.

8.2 After termination of the EULA, You shall permanently delete any (copies) of Blonk's Agri-footprint 7 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\[company\]](#) or this EULA, You may not use Blonk's Agri-footprint 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 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 Database, such as generated reports, which were created prior to the termination. If You would like to access Agri-footprint data after License agreement termination,

then You are obligated to contact Blonk, or another distributor of Blonk, and purchase a new License Agreement before accessing the Database.

- 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.

9. Liquidated Damages for Unauthorized Commercial Use

- 9.1 If You use Blonk's Agri-footprint 7 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 7 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 7 Database commercially or when You make Blonk's Agri-footprint 7 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 7 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 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.

Developer End User License Agreement (EULA)

Summary – Important arrangements

- **Blonk** (“Blonk Milieu Advies B.V.”), a private limited company organized under the laws of the Netherlands, with its principal place of business in Marten Meesweg 8 (3068 AV) Rotterdam is the creator of its **Agri-footprint 7 Database**;
- This End User License Agreement (**EULA**) applies to **You** – the **End User**, being for example an LCA expert, developer or consultant – and Your use of Blonk’s Agri-footprint 7 Database for commercial purposes, by processing the data for multi-user generation of multiple reports, presentations, research as well as development and integration within a **Tool**.
The term “Tool” applies to any tools, software, services and/or products offered by You or **Your Organization** – which is a business or otherwise for-profit organization – which use data from the Database or interact with the Database. The Tools may be used internally within Your Organization and shared with colleagues (“**Internal Users**”) or externally for example as a product for Your Organization’s customers (“**External Users**”);
- The EULA including its Annexes also governs the relationship between You and Blonk with respect to use of its Agri-footprint 7 Database;
- It is forbidden to engage in direct competition with Blonk by exploiting the tools created with Blonk’s Agri-footprint 7 Database. Such use falls outside the scope of this Agreement. You are also not allowed to transfer Blonk’s Agri-footprint 7 Database to a **Tool Provider**. This is a provider of digital tools including software platforms and feed optimization software, such as business data management systems e.g. Enterprise Resource Planning (“ERP”) systems, which makes data available to legal entities and/or natural persons. In addition, it is forbidden to publish, redistribute or re-sell the Database.
- If You wish to use Blonk’s Agri-footprint 7 Database outside the scope of this EULA, then You must contact Blonk at tools@blonksustainability.nl and request a bespoke agreement.
- This EULA is based on the license agreement between Your Organization and Blonk. As a consequence, in the event the agreement between Blonk and Your Organization 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 7 Database and destroy the data;
- Please be advised that if You breach this EULA by using data of Blonk’s Agri-footprint 7 Database in a commercial manner or by making Blonk’s Agri-footprint 7 Database wholly or partly available to third-parties, then You will be subject to the liquidated damages provision contained in Article 8 of the EULA. In addition, Blonk may undertake legal actions to recover damages from You;
- You should save this EULA including its Annexes on a permanent data carrier – for later inspection – and print it before starting to use or gain access to Blonk’s Agri-footprint 7 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 7 Database.
- 1.2 This license shall be effective either on the moment You use Blonk's Agri-footprint 7 Database or when you have digitally ticked the box next to a text which contained a link to this EULA. This license ends when the license agreement between Your Organization and Blonk ends or when this EULA is terminated. See Article 7 of this EULA.
- 1.3 If any third party terms and conditions apply, such as Ecoinvent's terms (**Article 2.3** of this EULA), then You must accept those before You can use Blonk's Agri-footprint 7 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 7 Database.

2. Scope of the EULA

- 2.1 Based on this EULA, You are allowed to use Blonk's Agri-footprint 7 Database for commercial purposes. More specifically, this EULA allows you to process data from Blonk's Agri-footprint 7 Database for multi-user generation of multiple reports, presentations, and R&D. This includes use of Blonk's Agri-footprint 7 Database to the benefit of Your or Your Organization's consultancy reports (e.g. studies, results and digital, interactive presentations), including the performance of calculations and decisions whether or not You or Your Organization uses 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 Internal Users;
- organization or product assessments 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.

In addition, you may publish data from Blonk's Agri-footprint 7 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.

This EULA also allows you to integrate data from Blonk's Agri-footprint 7 Database into Tool You created. Such as: LCA tools, carbon footprinting tools, tools for feed formulation or farm data management tools. Such Tools may be provided to Internal Users as well External Users, such as Your customers, provided that you comply with Article 2.5 of this EULA by providing External Users with the information set forth in **Annex II**.

- 2.2 It is forbidden to transfer data from Blonk's Agri-footprint 7 to Tool Providers and You are not allowed to commercially exploit data wholly or partly to the benefit of Tool Providers. 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.

You are restricted to perform any other acts in relation to Blonk's Agri-footprint 7 Database other than the grants of rights as set forth in Article 2.1. Therefore, You are not allowed to, among other things:

- Share the Tool with External Users who have not been provided with the text as referred to in Article 2.6 of this EULA;
- rent, loan, lease, sell, sublicense, assign or transfer all or any portion of the rights granted in this EULA, to any other person or entity;
- copy or process any data from the Database for any purpose other than the permitted use as set forth in Article 2.1.

2.3 With regards to the Ecoinvent Data ("Ecoinvent Data") contained within the Database, You are not allowed to, among other things:

- i. use, copy, adapt, change, translate, modify, sub-license, sell or distribute all or any portion of the Ecoinvent Data other than expressly sub-licensed in this Agreement or otherwise expressly required by mandatory law;
- ii. reproduce, disseminate or publicly display the Ecoinvent Data, or any portion or derivation thereof, other than granted in this Agreement;
- iii. 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;
- iv. prepare extracts of the Ecoinvent Data, or any portion or derivation thereof;
- v. use web crawlers or any other types of software or hardware technology to automatically download or index the Ecoinvent Data;
- vi. reverse engineer, decompile and disassemble the Tool to derive the Ecoinvent Data therefrom;
- vii. disclose the login details for access to the Tool to any third party, or to allow third parties to access the Tool;
- viii. file any claim with regard to the sub-license rights granted hereunder.

You agree that Ecoinvent has beneficiary rights regarding the enforcement of the restrictions pursuant to the preceding paragraph. If you breach any of the restrictions according to this section, or you become aware of such breach, you shall notify Blonk in writing about the breach by emailing info@blonksustainability.nl. Blonk will forward the notification to Ecoinvent. If the EULA and/or the Agreement between Your Organization is terminated or expires, then you are not allowed to use the Ecoinvent data.

2.4 If You want to use the data outside the scope of this EULA – for example if You want to build a complete feed solution such as APS-tools and optimization software that calculates environmental impacts or if You want to transfer data to Tool Providers – then Your Organization can make a request to Blonk Milieu Advies B.V. to obtain a bespoke agreement, by sending an email to: info@blonksustainability.nl.

2.5 In all cases You are obliged to expressly state that the source of the data from Blonk's Agri-footprint 7 Database is Blonk Milieu Advies B.V., accompanied with the version number of the Agri-footprint 7 data, where applicable.

2.6 If You make the Tool available to External Users, then You warrant that You shall provide the information as set forth in **Annex I** and terms and conditions from third parties, where applicable. This information provision should be done in a legally binding manner. For example, by providing the information prior to the first use of the Tool by an External User.

2.7 You are obliged to make sure that any Tools have technical measures to prevent End Users or others to copy the Database. For example, by limiting the amount of scenarios which can be created with a Tool.

3. Intellectual property rights

- 1.1. 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.”
- 1.2. 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.
- 1.3. 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 7 data and/or Blonk identification, proprietary notices, labels or trademarks which appear on or in Blonk’s Agri-footprint 7 Database.
- 1.4. 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. Your Organization can request such approval by contacting Blonk.

4. Guarantees and warranties

- 5.1 Blonk’s Agri-footprint 7 Database and the data 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 7 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 7 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 7 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 4.1, Blonk’s Agri-footprint 7 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 7 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 5.1 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 7 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 7 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 7 Database.
- 8.2 After termination or expiration of the EULA, You shall permanently delete any (copies) of Blonk's Agri-footprint 7 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 Your Organization or this EULA, You may not use Blonk's Agri-footprint 7 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 7 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 7 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 Your Organization 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

- 10.1 If You use Blonk's Agri-footprint 7 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 7 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 five thousand Euros (€ 5,000) for

each instance where You use Blonk's Agri-footprint 7 Database commercially or when You make Blonk's Agri-footprint 7 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.

- 10.2 You agree that the liquidated damages specified in Article 8.1 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 7 Database and its data.
- 10.3 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

- 13.1 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 3), Guarantees and warranties (Article 4), Limitations of Liability (Article 5) as well as Applicable law and Competent Court (Article 9).
- 13.2 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.
- 13.3 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.
- 13.4 If Blonk does not exercise or enforce any legal right or remedy, this will not constitute a formal waiver of Blonk's rights.
- 13.5 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.
