

# End User Licence Agreement (EULA) for Nexus products

## 1 Preamble

This EULA represents a contract between Nexus, legally represented by GreenDelta and you as an individual or legal person as end user.

Please read this EULA carefully before using any version of Nexus products.

By downloading, installing or using any Nexus product, end users agree to be bound by the terms of use of this EULA.

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

## 2 Definitions

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

EULA means this End User Licence Agreement of any version of the Nexus products.

Nexus means online shop for LCA data that offers the largest assortment of LCA data worldwide. Nexus is hereinafter referred to as Licensor.

Nexus product means life cycle related files of different kind (databases for example) as offered on the nexus openLCA website <https://nexus.openlca.org/>. The Nexus product covers any version of a product that the end user has access to, either as sample files, as files for purchase or as files for free.

End user represents an individual or legal person using the Nexus product as a single user on an individual computer or he orders an additional licence of the Nexus product to use it on two computers.

End user is hereinafter referred to as Licensee.

Licensor and Licensee are hereinafter referred to individually as Party and collectively as Parties.

## 3 Scope of this EULA and subject matter

1. The Nexus product is solely owned by Licensor and/or any other Licence data supplier. They are only licenced, not sold.

2. The Nexus product is protected by national and international copyright laws and treaties. Licensor reserves all intellectual property rights, including copyrights and trademark rights.

3. This EULA shall apply to all contractual relationships in which a Licensee acquires a licence for the use of the Nexus product directly from Licensor.

4. Subject to the terms of use set forth in this EULA, Licensor grants to Licensee the right to use the Nexus product under the conditions of this EULA.

5. Depending on the specific files, Nexus products may be licenced with a fee for commercial or educational use.

## 4 Licence fees

1. The Licensee obtains access to the download section of the Nexus website with a login and password. Nexus Sample Files and Nexus Files for free can be downloaded free of charge. Nexus for Purchase Files can be downloaded after a onetime payment.
2. The payment for the transfer and use of Nexus products and licence type is subject to the price list valid at the time of the order or subject to a written agreement between Licensee and Licensor.
3. Login and passwords may be changed by Licensor at any time and the new login and password are communicated to Licensee.

## 5 Validity of Licence

1. The granted licence is only valid for the Nexus product as it is downloaded.
2. Licensee obtains access to any published updates for the licenced version of the Nexus product if he has a valid service contract / has paid the appropriate maintenance fee.

## 6 Rights of Licensee

1. Licensor reserves all rights in and to the Nexus product at all times. Licensee is granted a right to use the Nexus product as set forth in this EULA, with any additional rights if explicitly granted in a written document.
2. End user is granted a non-exclusive licence that may be assigned to use the licenced version of the Nexus product on a single computer only as set forth in this EULA.
3. End user is entitled to use the Nexus commercial product for an unlimited number of commercial or educational projects and reports and to use the Nexus educational product for an unlimited number of educational projects and reports. Data shall be quoted herein by attributing as source the corresponding Nexus product.

## 7 Restrictions of use

1. The Single user Licence is, without the prior written consent of Licensor, limited to only one (1) Personal Computer System.

The use of additional licences is, without the prior written consent of Licensor, limited to the amount of the licences.

2. Without a prior written consent of Licensor, Licensee is not entitled to use the Nexus product for preparing extracts, or for any further commercial purposes.
3. Licensee is not entitled to reproduce, disseminate or publicly display any portions of the Nexus product.
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 the Nexus product 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 Nexus product or any part thereof except to the extent permitted by law.
6. Licensee is not entitled to assign the Nexus product as a whole or any portions thereof to any third party.

## 8 Other rights of Licensor

1. Licensor reserves all rights regarding the use and exploitation of the Nexus product, e.g. the right to add additional features or functions, or to provide data fixes and updates, to the Nexus product.
2. Licensor has no obligation to make available to Licensee any subsequent versions of the Nexus product.

## 9 Validity and material defects of Nexus product

It is the responsibility of Licensee to verify and to assess the validity and integrity of the Nexus product prior to its use and to decide whether or not it fits for the intended use.

## 10 Liability

1. Licensor shall not be liable for any material defects/damages, including consequential damages, loss of income, business or profit, special, indirect or incidental damages due to the use of the Nexus product.
2. Licensor's liability for material defects is restricted to those taking place during the transfer of the Nexus product from the original source to Licensee.
3. Licensee indemnifies Licensor against any claim of third parties due to the use of the Nexus product.
4. Licensee must assume the entire risk of using the Nexus product

## 11 Guarantees / Warranties

1. The Nexus product is distributed on an "AS IS" basis, without warranty. Licensor disclaims all warranties, expressed or implied, including, but without limitation, the warranties of merchantability and of fitness for any purpose of the Nexus product.
2. Licensor guarantees the operability of the currently available version of the Nexus product.
3. Licensor has made all efforts possible to avoid Nexus product being subject to the rights of third parties, in particular that its use does not infringe patents, copyrights or other intellectual property rights of third parties. However, Licensor does not guarantee that the Nexus products 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 Nexus product.
4. Licensor does not guarantee the accuracy, completeness, correctness, non-infringement of third party rights or fitness for a particular purpose of information available from the currently available version of the Nexus product.
5. In case of programming errors (e.g. technical corruption) limiting the usability of the currently available version of the Nexus product, the warranty period shall be one year after purchase of a licence.
6. There is no helpdesk support. Comments and suggestions for improvement are appreciated.

## 12 Severability Clauses

1. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the validity or enforceability in that jurisdiction or any other provision of this Agreement shall not be affected. The concerned provision is superseded in accordance with the legal laws.
2. Instead of an invalid provision, a valid provision shall be deemed to be agreed which comes economically closest to what the parties intended; the same applies in the case of an omission.

## 13 Changes of this Agreement

1. Licensor reserves the right at its discretion to change, modify, add or remove terms of use of this EULA at any time.
2. Any change, modification, addition or removal of the terms of use of this EULA must be notified to Licensee as soon as possible. Such notification will be done by announcement on the Nexus website in combination with the next use of the Nexus product.
3. Licensee will have to agree on such change, modification, addition or removal of the terms of use of this EULA before use of the latest version of the Nexus product will be allowed again. In case of a missing renewed consent by Licensee, any further use of the Nexus product will be automatically denied without any right of compensation or reimbursement of payment being due.
4. In case of modifications and changes of any national or international legal framework having compulsory effect on this EULA as well as on the provision of any contractual duties, rights and services formerly negotiated between Licensor and Licensee, Licensor shall be allowed to change this EULA without explicit consent of Licensee.

## 14 Termination

1. Licensor reserves the right to terminate this EULA at any time without consent of Licensee. Termination shall automatically become effective one month after notification to Licensee has taken place.
2. Licensor may terminate this EULA with immediate effect if Licensee fails to comply with any term or condition of this EULA. In such event, Licensee must destroy all copies of the provided Nexus product.
3. The use of the Nexus product will be automatically terminated in case of Licensee denies renewal of consent to this EULA.

## 15 Applicable Law and Court of Jurisdiction

1. This Agreement shall be governed, subjected to, and construed in accordance with the laws of Germany. All disputes arising from and/or in connection with present Agreement, and/or from any further agreements resulting there from, and which the Parties are unable to resolve between themselves, shall exclusively be brought before the competent Court Berlin, Germany.

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