

# End User Licence Agreement (EULA) for the PSILCA Database and PSILCA Datasets

## § 1 Preamble

This EULA represents a contract between GreenDelta GmbH, legally representing the Product Social Impact Life Cycle Assessment database (PSILCA), and you as an individual or legal person as end user of a PSILCA licence.

This EULA consists of two parts. Part one refers to the PSILCA database as a whole and part two refers in particular to input/ output datasets from Eora.

Please read this EULA carefully before using any version of PSILCA.

By downloading, installing or using any PSILCA database or dataset, end user agrees to be bound by the terms of use of BOTH PARTS of this EULA.

If you do not accept this EULA, you are NOT ALLOWED to use the PSILCA 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 PSILCA database or any PSILCA dataset.

**GreenDelta GmbH** is a sustainability consultancy and software developing firm based in Berlin, hereafter referred to as GreenDelta or **Licensor**, [www.greendelta.com](http://www.greendelta.com).

**PSILCA database** means **Product Social Impact Life Cycle Assessment database**. The PSILCA database covers any version of the database that the end user has access to, either as sample files or as files for purchase. The PSILCA database may be accessed through licences available for different software systems.

**PSILCA dataset** means the individual Life Cycle Inventory (LCI) data in the PSILCA database, each representing the social data for a specific human activity, in whatever form (electronic, paper) they may be accessed by the end user.

**End user** represents an individual or legal person using the PSILCA database or any PSILCA dataset as a *single-user* on an individual computer or as a *multi-user* on several individual computers or a workstation.

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 PSILCA database or any PSILCA dataset is solely owned by Licensor and/or any other Licensor's data supplier. They are only licensed, not sold.
2. The PSILCA database as well as any PSILCA dataset are 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 PSILCA database or any PSILCA dataset directly from Licensor.
4. Subject to the terms of use set forth in this EULA, Licensor grants to Licensee the right to use the PSILCA database or a PSILCA dataset under the conditions of this EULA.
5. The PSILCA database is available in three versions: Starter, Professional and Developer. They differ in terms of their levels of complexity, provided level of detail and applied cut-off criterion.
6. PSILCA database or a PSILCA dataset are licensed at different licence fees in the different versions for *commercial use* (Business users) either as a single-user licence on an individual computer or as a multi-user licence on several individual computers or workstations at Licensee's site.
7. The three versions of PSILCA database or a PSILCA dataset can also be granted with different licence fees as a single-user licence on an individual computer or as a multi-user licence on several individual computers or workstations for *non-commercial, academic use* at Licensee's site (Academic users).
8. The Single Academic User Licence is restricted to a single user, the Licensee, employed at a degree granting institutions. The PSILCA database or PSILCA datasets may only be used by the Licensee for research and teaching purposes, and they may only be installed on the Licensee's computer.
9. Conditions on Use and Supply of PSILCA
  - a) The licence is granted to the Licensee who is responsible for the proper use of the licence as defined in this EULA. Licensor must be notified of any changes to the name and/or address of the Licensee.
  - b) The PSILCA database may only be used by the Licensee to whom the software is supplied, and shall not be copied for use by other organizations, individual or legal persons.

c) Acknowledgements of the PSILCA database must be made by attributing as source the corresponding version of the PSILCA database or the PSILCA dataset whenever PSILCA is used.

10. The Licensee obtains access to the PSILCA database or a PSILCA dataset with a login and password for online access.

#### **§ 4 Licence fees**

1. The payment for the transfer and use of the PSILCA database or PSILCA datasets of the respective version and licence type is subject to the price list valid at the time of the order or subject to a written agreement between Licensor/Reseller and Licensee regarding the price.

2. After payment, login and password are supplied to Licensee, allowing access to the corresponding PSILCA database or PSILCA dataset.

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 current version of the PSILCA database or for a specific PSILCA dataset which has been purchased. Access to this data is granted as long as a specific version is offered as a licence by GreenDelta. If a certain version is no longer offered as a license by GreenDelta or a reseller to whom the right of licensing has been commissioned, neither access to nor support for such a version of the PSILCA database or for a specific PSILCA dataset are guaranteed.

2. Against payment of an annual service fee, the end user obtains access to any published updates for the licensed version of the PSILCA database or the PSILCA dataset during the following 12 months period. Access to updates can only be obtained by continuous annual payment of the annual service fee or by purchase of a new license.

#### **§ 6 Rights of Licensee**

1. As between the Parties, Licensor reserves all rights in and to the PSILCA database or to a specific PSILCA dataset. Licensee is granted a right to use the PSILCA database or a specific PSILCA dataset as set forth in this EULA, unless additional rights to use are explicitly granted in a written document.

2. As a single-user license, end user is granted a non-exclusive licence that may be assigned to use the licensed version of the PSILCA database on a single computer only as set forth in this EULA.

3. With a multi-user licence, the PSILCA Database may be implemented on a specific number of computers or workstations, provided that these computers or workstations are owned by the

same end user. The number of concurrent computers using the PSILCA database is specified in the end user's order and in the respective bill.

4. End user is entitled to use the PSILCA database or a specific PSILCA dataset for an unlimited number of commercial or educational projects and reports. Data shall be quoted herein by attributing as source the corresponding version of the PSILCA database or the PSILCA dataset.

## **§ 7 Restrictions of use**

1. The following licences are distinguished:

- a) A single-user licence is granted and limited to an individual, identified person only.
- b) A Multi-user licence is granted and limited to a group of identified users.

2. Licensee is not entitled to use the PSILCA database for preparing extracts, or for any further commercial purposes.

3. Licensee is not entitled to reproduce, disseminate or publicly display any portions of the PSILCA database or the PSILCA 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 the PSILCA database, the PSILCA 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 PSILCA database, the PSILCA datasets or any part thereof except to the extent permitted by law.

6. Licensee is not entitled to assign the PSILCA database or the PSILCA datasets 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 PSILCA database and the PSILCA dataset, e.g. the right to add additional features or functions, or to provide data fixes, updates and upgrades, to the PSILCA database.

2. Licensor has no obligation to make available to Licensee any subsequent versions of the PSILCA dataset, except when Licensee has continuously paid the annual service fee for updates.

## **§ 9 Validity and material defects of PSILCA database or a PSILCA dataset**

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

## **§ 10 Liability**

1. Licensor shall only be liable for damages occurring on wilful intent or gross negligence.
2. 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 PSILCA database or any PSILCA dataset.
3. Licensor's liability for material defects is restricted to those taking place during the transfer of the PSILCA database or any PSILCA dataset from the original source to Licensee.
4. Licensee indemnifies Licensor against any claim of third parties due to the use of the PSILCA database or any PSILCA dataset.
5. Licensee must assume the entire risk of using the PSILCA database or any PSILCA dataset.

## **§ 11 Guarantees / Warranties**

1. The PSILCA database 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 PSILCA database or any PSILCA dataset.
2. Licensor guarantees the operability of the currently available version of the PSILCA database.
3. Licensor has made all efforts possible to avoid PSILCA datasets 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 PSILCA 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 PSILCA database.
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 PSILCA database.
5. Licensor does not guarantee that the technical details of the PSILCA database are suitable for a specific purpose beyond the specifications in the PSILCA document and quality guideline.

6. In case of programming errors (e.g. technical corruption) limiting the usability of the currently available version of the PSILCA database, the warranty period shall be one year after purchase of a licence.

## **§ 12 Severability Clause**

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 in combination with the next use of the PSILCA database or PSILCA datasets.

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 PSILCA database or PSILCA datasets will be allowed again. In case of a missing renewed consent by Licensee, any further use of the PSILCA database or PSILCA datasets 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 PSILCA database or any PSILCA dataset.

3. The use of the PSILCA database or PSILCA datasets will be automatically terminated in case of Licensee denies renewal of consent to this EULA.

## **§ 15 Applicable Law and Court of Jurisdiction**

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 of Jurisdiction in Berlin, Germany.

**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 NEXUS DATABASE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO LICENSOR THE RIGHTS SET FORTH HEREIN.**

# End User License Agreement (EULA) for the Eora MRIO Database

## § 1 Preamble

This EULA represents a contract between KGM & Associates Pty Ltd., legal owner of the Eora Database and you as an individual or legal person as end user of license to use the data in the Eora Database. The Eora Database is provided via the openLCA Nexus system from GreenDelta, in a derived version for openLCA and other LCA software systems, tentatively called Nexus database.

Please read this EULA carefully before using Nexus database.

By downloading, installing or using Nexus database, end user of licenses agrees to be bound by the terms of use of this EULA. If you do not accept this EULA, you are NOT ALLOWED to use Nexus database.

Full documentation on the Eora Database is available online at the worldmrio.com website and given in: “Lenzen M, Kanemoto K; Moran D, and Geschke A (2012): Mapping the structure of the world economy, Environmental Science & Technology 46(15) pp 8374–8381. DOI: 10.1021/es300171x” and “Lenzen, M., Moran, D., Kanemoto, K., Geschke, A. (2013): Building Eora: A Global Multi-regional Input-Output Database at High Country and Sector Resolution, Economic Systems Research, 25:1, 20-49, DOI:10.1080/09535314.2013.769 938”

## § 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 License Agreement.

**KGM** refers to KGM & Associates Pty Ltd. ABN 36 156 385 018, an Australian corporation which owns the Eora Database, hereinafter referred to as **Licensor**.

End user(s) are hereinafter referred to as **Licensee**.

**End user** represents an individual or legal person using the Eora Database embedded in a software tool as a single user on an individual computer or as a multi-user on several individual computers or a workstation.

**Eora Database** means the **Eora MRIO Database** as outlined in the documentation referred to above, which is accessible through the Nexus database, and refers to any version of the Eora MRIO Database that the Licensee has access to.

**Reseller** means a supplier of Nexus database.

**Nexus database** means the Eora database in a derived or combined version for openLCA and other LCA software systems developed by GreenDelta and provided in Nexus.

### **§ 3 Scope of this EULA and subject matter**

1. The Eora Database is solely owned by Licensor. It is licensed, not sold.
2. The Eora Database is protected by national and international copyright laws and treaties. Licensor reserves all intellectual property rights in the Eora Database, including copyrights and trademark rights.
3. This EULA shall apply to all contractual relationships in which a Licensee acquires a license for the use of the Nexus database and hence the use of Eora Database directly from GreenDelta.
4. Subject to the terms of use set forth in this EULA, Licensor grants to Licensee the right to use the Eora Database under the conditions as set hereinafter.
5. The Eora Database is licensed as an element within Nexus database. All license fees for the use of the Nexus database are covered by license fee which the Licensee pays to GreenDelta. The Nexus Database can be used by any user and on every computer system which is licensed to use Nexus database according to the license agreement between Licensee and GreenDelta.
6. Conditions on the Use and Supply of the Eora Database:
  - a. The license is granted to the Licensee who is responsible for the proper compliance with the terms of this license. GreenDelta must be notified of any changes to the name and/or address of the Licensee. If the Licensee leaves the department/division, and the license is the property of the department/division, the Licensee must contact GreenDelta and transfer the license to someone else who is employed by the owner of the license.
  - b. The Nexus Database may only be used within the department/division (or by the person) to whom the software is supplied, and shall not be copied for use by other organizations or persons.
  - c. Acknowledgments of the Eora Database must be made by citing the reference listed above in section 1 whenever Eora is used.
7. The Licensee obtains access to the Eora Database as a part of Nexus database.

### **§ 4 License fees**

1. The payment for the transfer and use of the Eora Database is covered by the license that the Licensee obtained for the use of Nexus database from GreenDelta.

## **§ 5 Rights of Licensee**

1. As between the Parties, Licensor reserves all rights in and to the Eora Database. Licensee is granted a right to use the Eora Database as set forth in this EULA.
2. The rights of the end user regarding the use of the Nexus database extends to the use of the Eora Database as / within Nexus database.

## **§ 6 Restrictions of use**

1. All restrictions that apply to the use of Nexus database extend to the use of the Eora Database.
2. Further, the following restrictions apply to the use of the Eora Database as / within Nexus database.
  - a. Licensee is not entitled to use or extract unprocessed data from the Eora Database.
  - b. Licensee is not entitled to reproduce, disseminate or publicly display any substantive portions of the Eora Database, or use any of the Eora Database for any commercial purpose. The user may publish selected results, not in excess of ~50 individual data points, as part of publications, charts, et cetera, displaying results taken or derived from Eora.
  - c. Licensee is not entitled to sell, rent, lease, loan, distribute, export, import, act as an intermediary or provider, or grant any kind of license rights to third parties with regard to the Eora Database or any portions thereof.
  - d. Licensee must not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Eora Database or any part thereof.
  - e. Licensee is not entitled to assign the Eora Database or any other right under this agreement as a whole or any portions thereof to any third party.

## **§ 7 Other rights of Licensor**

1. Licensor reserves any other rights regarding the use and exploitation of the Eora Database, e.g. the right to add additional features or functions, or to provide programming fixes, updates and upgrades, to the Eora Database.
2. Licensor has no obligation to make available to Licensee any subsequent versions of an Eora Database.
3. It is within the responsibility of Licensee to verify and to assess the validity and integrity of the Nexus Database prior to its use and to decide whether or not it fits for the intended use.

## **§ 8 Limitation of Liability**

1. Licensor will meet its obligations under this Agreement in accordance with accepted commercial standards and will execute its obligations with care, skill and diligence.
2. All data accessible through the Nexus database is provided on an as is, where is basis. Licensor does not represent or warrant that it is complete or free from errors, and does not assume, and expressly disclaims, any liability for any loss or damage caused by errors or omissions or delay or interruption in the provision of or access to the Nexus Database, whether such errors, omissions, delays or interruptions result from negligence or any other cause.
3. LICENSOR DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, CONDITION, QUALITY, PERFORMANCE AND ANY WARRANTY AGAINST INFRINGEMENT. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, ANY OTHER PECUNIARY LOSS, OR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, THIRD PARTY OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE USE OR INABILITY TO USE THE DATA, ACCESSIBILITY OF THE NEXUS DATABASE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN THE EVENT OF ANY DEFECT IN THE DATA, NEXUS DATABASE, OR OTHER BREACH OF THIS AGREEMENT BY LICENSOR OR OTHER CLAIMS BROUGHT BY THE LICENSEE (WHETHER IN NEGLIGENCE OR OTHERWISE), LICENSOR'S ENTIRE LIABILITY SHALL NOT EXCEED \$AUD 100 [One Hundred Australian Dollars].
4. LICENSOR ACCEPTS NO RESPONSIBILITY FOR THE PERFORMANCE OF THE NEXUS DATABASE, AND LICENSEE'S SOLE REMEDIES FOR ANY DAMAGE CAUSED BY USE OR UNAVAILABILITY OF THE NEXUS DATABASE SHALL BE AGAINST GREENDELTA.

## **§ 9 Severability Clause**

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.

## **§ 10 Changes of this Agreement**

1. Licensor may change or discontinue any feature of the Eora Database and the terms of this EULA at any time, by posting revisions onto the Eora Database website. Licensee agrees to be deemed to be apprised of and bound by any changes to the terms of this EULA, and its continued use of the Nexus database indicates Licensee's agreement to the revised terms. Licensee also agrees to review this information from time to time as may be required to keep informed of any revisions to the Eora Database.

2. In the event that the Licensee does not agree with the revised terms of the EULA or changes or discontinuation of any feature of the Eora Database, it must notify the Licensor within seven business days of receiving notification of the change. In such case, further use of the Eora Database will be automatically denied without any right of compensation or reimbursement of payment being due from the Licensor.

## **§ 11 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. In the event of such termination, the Licensor's sole liability shall be payment to the Licensee of a termination fee of \$AUD 100 [One Hundred Australian Dollars].

2. Licensor may terminate this EULA for breach 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 Database.

3. The use of the Nexus Database will be automatically terminated in case of Licensee denies renewal of consent to this EULA.

## **§ 12 Applicable Law and Court of Jurisdiction**

This Agreement will be construed and interpreted in accordance with the laws of New South Wales, Australia, without regard to its conflict of law's provisions. The parties submit to the exclusive jurisdiction of courts of New South Wales, Australia.

## **§ 13 Precedence**

As a condition of using the Nexus database, the Licensee must enter into multiple agreements, including this EULA. In the event of an inconsistency between this EULA and any other agreement relating to the use of the Nexus database, the terms of this EULA shall prevail to the extent of the inconsistency.

## **§ 14 Data Collection and Use**

Licensee agrees that Licensor and GreenDelta may collect and use certain technical information associated with your use of the Nexus database, including, without limitation, any information provided in connection with any support or technical services for the Nexus database.

## **§ 15 Indemnification and Waiver**

Licensee shall defend Licensor, its parent, subsidiaries, affiliates and/or their respective successors and assigns, officers, directors, employees, agents, licensors, representatives, advertisers, business and promotional partners, operational service providers, suppliers, resellers and contractors (the “Indemnified Parties”) against any and all claims, demands and/or actions and indemnify and hold the Indemnified Parties harmless from and against any and all losses, damages, costs and expenses (including reasonable attorneys’ fees), resulting from any breach or violation of this EULA, infringement, misappropriation or any violation of the rights of any other party, violation or noncompliance with any law or regulation, the breach or violation of any term or condition of your Agreement with us, any use, alteration or export of the Eora Database or otherwise in connection with this EULA. The Licensor reserves the right to assume, at its expense, the exclusive defence and control of any claims or actions and all negotiations for settlement or compromise, and you agree to fully cooperate with us upon our request.

The Licensee waives any and all claims and causes of action against Licensor and any of their offices and employees for any loss, injury or damage arising from its use of the Eora Database and indemnifies Licensee against such claims by the agent’s officers, employees or any other person acting on the Agent’s behalf.

**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 NEXUS DATABASE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO LICENSOR THE RIGHTS SET FORTH HEREIN.**