

# Terms of Use for Users of Ecochain Software Tool Using ecoinvent Data v3

Version 1.0 / 17 July 2020

## Preamble

WHEREAS, **Ecochain** is a licensee of the ecoinvent Association, with registered seat in Switzerland, for life cycle impact assessment results (**LCIA**);

WHEREAS, **Ecochain** has implemented a sub-set of such **LCIA (Limited LCIA)** in its **Ecochain Software Tool**;

WHEREAS, **Ecochain** is sub-licensing such Limited LCIA to **Ecochain Software Tool User**.

## § 1 Definitions

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

**Ecochain** means the legal entity or organisation that has developed the **Ecochain Software Tool**.

**ToU** means the terms of use stipulated in this document.

**Ecochain Software Tool** means the software application provided to **Ecochain Software Tool User** by **Ecochain**.

**Ecochain Software Tool User** means (end-) user of **Ecochain Software Tool** and licensee of **Limited LCIA**.

**Effective Date** means the date upon which **Ecochain** has granted **Ecochain Software Tool User** access to the **Ecochain Software Tool**.

**LCIA** means life cycle impact assessment results.

**Limited LCIA** means a sub-set of **LCIA** according to Annex C.

**Term** means the term of the agreement between **Ecochain** and the **Ecochain Software Tool User** regarding the **Ecochain Software Tool**.

## § 2 Scope

1. These **ToU** supplement and apply to the contractual relationship between **Ecochain** and **Ecochain Software Tool User**, in which **Ecochain** licenses **Limited LCIA** to **Ecochain Software Tool User** in its **Ecochain Software Tool**.

## § 3 Intellectual Property and other Rights

1. **Limited LCIA** is solely owned by **ecoinvent**. **Limited LCIA** is only licensed, not sold.

2. **Limited LCIA** is protected by national and international laws, such as copyright laws, database rights and/or treaties. **ecoinvent** reserves all intellectual property rights in and to **Limited LCIA**. The **Ecochain Software Tool User** is granted a right to use the **ecoinvent Data** as set forth herein.

3. Subject to § 4, **Ecochain** grants **Ecochain Software Tool User** a non-exclusive, non-transferable, limited, revocable, and royalty-bearing right during the **Term** to use to use the **Limited LCIA** for creating an unlimited number of internal or external, commercial or academic studies and reports

4. The **Limited LCIA** shall be quoted by **Ecochain Software Tool User** by attributing to “ecoinvent Data” as implemented in the **Ecochain Software Tool**, specifying the ecoinvent Data version 3.x used.

#### § 4 Restrictions on Use

1. This rights granted in §3 do *not* include the right of **Ecochain Software Tool User**, among others to

- use, copy, adapt, change, translate, modify, sub-license, sell or distribute all or any portion of the **Limited LCIA** other than expressly licensed under these **ToU** or otherwise expressly required by mandatory law;
- reproduce, disseminate or publicly display the **Limited LCIA**, or any portion or derivation thereof, other than granted in § 3 (2);
- grant to any third party any rights regarding the **Limited LCIA** (e.g. sub-licensing right);
- publish or make available to others derivative databases or datasets or database-like products using all or any portion of the **Limited LCIA** or derivation thereof;
- prepare extracts of the **Limited LCIA**, or any portion or derivation thereof;
- use the **Limited LCIA**, or any portion or derivation thereof, in any other product or service;
- use the **Limited LCIA**, or any portion or derivation thereof, to provide any service for third parties except for the studies and reports stipulate in § 3 (3); and/or
- use web crawlers or any other types of software or hardware technology to automatically download or index the **Limited LCIA**;
- reverse engineer, decompile and disassemble the **Ecochain Software Tool**;
- disclose the login details for access to the **Ecochain Software Tool** to any third party, or to allow third parties to access the **Ecochain Software Tool**;
- assign the rights under these **ToU** to any third party.

#### § 5 Term and Termination

1. The **Ecochain Software Tool User** may extend his/her right under these **ToU** by concluding an agreement with the **Ecochain** for another **Term**.

2. **Ecochain** may terminate the rights granted hereunder with immediate effect if the **Ecochain Software Tool User** breaches these **ToU**.

3. Upon expiration or termination of the rights granted hereunder the **Ecochain Software Tool User** shall be obliged to delete any **Limited LCIA** from his/her hard- and software devices and confirm unsolicited such deletion to **Ecochain**.

#### § 6 Prices

1. The license fee for the **Limited LCIA** is subject to the **Ecochain’s** price list valid at the time of the order or subject to a written agreement between the parties regarding the price.

## § 7 Representations and Warranties

1. **Limited LCIA** is provided “as is”. It is within the responsibility of **Ecochain Software Tool User** to verify and to assess the validity and integrity of **Limited LCIA** to its use, and to decide whether or not it fits for the intended use. **Ecochain Software Tool User** uses **Limited LCIA** at its own risk. **Ecochain** disclaims any and all representations and warranties, expressed or implied, of **Limited LCIA** including, but without limitation, merchantability, fitness for any particular purpose, accuracy, completeness, correctness, infringement of third party intellectual property rights.

2. **Ecochain** has made commercially reasonable efforts to reduce **Limited LCIA** being subject to the rights of third parties. However, **Ecochain** expressly disclaims any representation that **Limited LCIA** is not subject to the rights of third parties. **Ecochain Software Tool User** shall notify **Ecochain** immediately and in writing if any third party should assert an infringement claim against **Ecochain Software Tool User** in connection with **Limited LCIA**.

## § 8 Limitation of Liability

1. To the extent permitted by applicable law, **Ecochain** disclaims any and all liability for direct damages and/or indirect damages (e.g. consequential damages, loss of income, business or profit, reputation) occurring under these **ToU**.

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

## § 9 Governing Law and Venue

1. Any general terms and conditions of **Ecochain Software Tool User** are explicitly excluded

2. These **ToU** are subject exclusively to **Swiss law**, without regard to the conflict of law principles.

3. Disagreements regarding the interpretation of these **ToU** or other disagreements between the parties, regarding the above-described scope, shall be settled amicably first. In case no amicable settlement is reached, the disputes arising out of, or in connection with, these **ToU** shall be brought exclusively before the **competent court of the city of Zurich**.

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