

Terms of Use for Users of myclimate Software Applications Using ecoinvent Data v3

Version 1.0 /30 October 2020

Preamble

WHEREAS, **myclimate** is a licensee of the ecoinvent Association, with registered seat in Switzerland;

WHEREAS, **myclimate** has implemented a sub-set of such **ecoinvent Background Data** in its **myclimate Software Application**;

WHEREAS, **myclimate** is sub-licensing such ecoinvent Background Data to **myclimate Software Application 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:

myclimate means the legal entity or organisation that has developed the **myclimate Software Application**.

ToU means the terms of use stipulated in this document.

myclimate Software Application means the software application provided to **myclimate Software Application User** by **myclimate**.

myclimate Software Application User means (end-) user of **myclimate Software Application** and licensee of **ecoinvent Background Data**.

Effective Date means the date upon which **myclimate** has granted **myclimate Software Application User** access to the **myclimate Software Application**.

LCIA means life cycle impact assessment results.

ecoinvent Background Data means a sub-set of ecoinvent database used as **LCIA** results or a derivative to create specific datasets for **myclimate Software Applications** listed according to Annex C.

Term means one (1) years from the coming into force of the agreement between **myclimate** and **myclimate Software Application User** regarding the **myclimate Software Application**.

§ 2 Scope

These **ToU** supplement and apply to the contractual relationship between **myclimate** and **myclimate Software Application User**, in which **myclimate** licenses **ecoinvent Background Data** to **myclimate Software Application User** in its **myclimate Software Application**.

§ 3 Intellectual Property and other Rights

ecoinvent Background Data is solely owned by **ecoinvent**. **ecoinvent Background Data** is only licensed, not sold.

ecoinvent Background Data 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 **ecoinvent Background Data**. The **myclimate Software Application User** is granted a right to use the **ecoinvent Data** as set forth herein.

Subject to § 4, **myclimate** grants **myclimate Software Application User** a non-exclusive, non-transferable, limited, revocable, and royalty-bearing right during the **Term** to use to use the **ecoinvent Background Data** for creating an unlimited number of internal or external, commercial or academic studies and reports

The **ecoinvent Background Data** shall be quoted by **myclimate Software Application User** by attributing to “ecoinvent Data” as implemented in the **myclimate Software Application**, specifying the **ecoinvent Data** version 3.x used.

§ 4 Restrictions on Use

This rights granted in §3 do *not* include the right of **myclimate Software Application User**, among others to

- use, copy, adapt, change, translate, modify, sub-license, sell or distribute all or any portion of the **ecoinvent Background Data** other than expressly licensed under these **ToU** or otherwise expressly required by mandatory law;
- reproduce, disseminate or publicly display the **ecoinvent Background Data**, or any portion or derivation thereof, other than granted in § 3 (2);
- grant to any third party any rights regarding the **ecoinvent Background Data** (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 **ecoinvent Background Data** or derivation thereof;
- prepare extracts of the **ecoinvent Background Data**, or any portion or derivation thereof;
- use the **ecoinvent Background Data**, or any portion or derivation thereof, in any other product or service;
- use the **ecoinvent Background Data**, 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 **ecoinvent Background Data**;
- reverse engineer, decompile and disassemble the **myclimate Software Application**;
- disclose the login details for access to the **myclimate Software Application** to any third party, or to allow third parties to access the **myclimate Software Application**;
- assign the rights under these **ToU** to any third party.

§ 5 Term and Termination

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

myclimate may terminate the rights granted hereunder with immediate effect if the **myclimate Software Application User** breaches these **ToU**.

Upon expiration or termination of the rights granted hereunder the **myclimate Software Application User** shall be obliged to delete any **ecoinvent Background Data** from his/her hard- and software devices and confirm unsolicited such deletion to **myclimate**.

§ 6 Prices

The license fee for the **ecoinvent Background Data** is subject to the **myclimate'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

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

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

§ 8 Limitation of Liability

To the extent permitted by applicable law, **myclimate** 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**.

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

§ 9 Governing Law and Venue

Any general terms and conditions of **myclimate Software Application User** are explicitly excluded

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

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**.
