

# Terms of Use for ecoinvent Data v1.3 for end users

Document version 30.10.2006



## § 1 Scope of the business conditions and subject matter

1. The business conditions for end users shall apply to all contractual relationships in which end users acquire the ecoinvent Data v1.3 directly from the ecoinvent Centre (Swiss Centre for Life Cycle Inventories) or via a reseller. The ecoinvent Centre is hereinafter referred to as the "licensor", end users as the "licensee" and LCA Software suppliers as "resellers".
2. Subject to the terms of use set forth in this agreement, the licensor grants the licensee the right to use the ecoinvent Data v1.3, the accompanying CD-ROM with the final reports, and any other related written material, hereinafter collectively referred to as the "ecoinvent Data".
3. As a rule the ecoinvent Data may be used in different versions and either as a single-user version on an individual computer or as a multi-user version on several individual computers (or a workstation) at the licensee's site.
4. The licensee gets the ecoinvent membership and with that full and unlimited access to the entire content of the ecoinvent Database (including dataset download). The licensee gets a CD-ROM including all final reports of the project ecoinvent 2000. The reports comprise a detailed description and a derivation of data and information of all datasets in ecoinvent Data v1.3.

## § 2 Prices

1. The compensation for the transfer and use of the ecoinvent Data 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 the parties regarding the price.
2. The compensation shall be paid in advance. After payment, login and password are submitted to the licensee that allows for an access to the ecoinvent Database. The final reports' CD-ROM is also sent out after payment.

## § 3 Rights to use

1. As between the parties, the licensor reserves all rights in and to the ecoinvent Data. By transferring the ecoinvent Data, the licensee is granted a right to use as set forth herein, unless additional rights to use are explicitly granted in a written document.
2. The licensee is granted a non-exclusive licence that may not be assigned (see § 5), to use the ecoinvent Data as a single-user licence only on a single computer and to use it as set forth herein. As a multi-user version, the ecoinvent Data may be implemented on a certain number of computers or workstations at the same location. The number of concurrent computers using the ecoinvent Data is specified in the licensee's order and in the respective bill.
3. The licensee is entitled to use the ecoinvent Data v1.3 for an unlimited number of LCA projects and reports. Data shall be quoted by attributing the source to the corresponding final report.
4. Multi-user licensees need at least one single-user licence.
5. The licensee shall not make more than one (1) backup copy of the data. The backup copy shall be marked as such.
6. If the entire ecoinvent Data must be backed up at regular intervals in order to ensure data safety or a fast restoration of the computer system after a computer crash, the licensee may make the mandatory number of backup copies. The respective data carriers shall be marked accordingly. Backup copies shall be used exclusively for archiving purposes.

#### **§ 4 Limits on the right to use**

1. The use of a single user licence is connected to one identified person. The use of a multi-user licence is connected and limited to a corresponding number of identified persons. This right to use the licence may only be transferred to other employees of the licensee with approval of the licensor.
2. The use of the ecoinvent Data by preparing extracts, or for further use for commercial purposes is prohibited. The licensee shall not reproduce, disseminate or publicly display the ecoinvent Data as a whole or any substantial part thereof, as determined by their nature and quantity. Reproduction, dissemination or public display with regard to nature and quantity of insignificant portions of the ecoinvent Data is prohibited, to the extent this would unreasonably affect the legitimate interests of the licensor.

#### **§ 5 Assignment**

1. The licensee may not assign the ecoinvent Data as a whole or in parts to any third party.
2. ecoinvent Data or any portions thereof may not be rented, leased or be on loan.

#### **§ 6 Other rights**

1. The licensor reserves any other rights regarding the use and exploitation of the ecoinvent Data. In particular, licensees are not authorized to use the ecoinvent Data concurrently on more than the workstations specified in the bill or to distribute reproductions of the ecoinvent Data or substantial portions thereof.
2. The ecoinvent licence is valid for the present as well as all preceding ecoinvent Data versions, e.g., the licence for ecoinvent Data v2.0 is as well valid for ecoinvent Data v1.0<sup>1</sup>. The ecoinvent licence v1.3 is also valid for Intermediate updates of an ecoinvent Data version (e.g., versions 1.4 and 1.5, etc., if any).
3. Upon availability of a new ecoinvent Data release, i.e., ecoinvent Data v2.0, the licence for the old ecoinvent Data version expires and a new licence is due. The licensee may purchase the new licence for payment of the price quoted in the licensor's price list. The old licence is valid until three months after the publication of a new version. New versions of ecoinvent Data are expected to be published at regular intervals of two to three years.
4. If the licensee chooses not to purchase a new licence, the licensee loses the ecoinvent member state and is reset to ecoinvent guest<sup>2</sup> three months after the new ecoinvent Data version is being published. At the same time, the licensee's right to use the ecoinvent support in accordance with § 7 expires.

#### **§ 7 Support and hotline**

1. The licensee is entitled to standard support for the ecoinvent Data (the current and all previous versions). The licensor assists the licensee in problems and questions related to ecoinvent Data. The right for standard support is applicable during the entire licence period.
2. Identified persons as set out under § 4.1 are entitled to use the support.
3. Standard support includes intermediate updates of the ecoinvent Data (error corrections), access authorisation to the solution collection "frequently asked questions (FAQ)", and the possibility of direct contact with the licensor via e-mail or fax. The licensee's questions will be answered by e-mail or fax. The response time is typically a maximum of five working days. If more time is needed for a response, the licensee will be notified.
4. Direct contact via e-mail or fax requires a detailed description of the problem or potential error encountered. The person entitled to use the support shall first refer to the information provided in the user manual (webpage "How to use"), or in the FAQ pages prior to contacting the licensor.

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<sup>1</sup> Four versions (v1.01, v1.1, v1.2 and v1.3) are currently available.

<sup>2</sup> Ecoinvent guests have access to the meta information of all datasets but not to the raw data, the results of the life cycle inventories and impact assessments. They have no access to the download section.

5. Direct contacts are restricted to questions concerning the data and the standard program features of the Query tool as documented in the user manual. Standard support does not include

telephone consultations,  
on-site service,  
training,  
data recovery,  
backup of data,  
programming and modelling,  
maintenance service regarding the implementation of ecoinvent Data in LCA software tools.

6. Intermediate updates (e.g., version 1.4) are communicated via e-mail and on the ecoinvent website. Updated datasets can be accessed via the internet and via the resellers.

## **§ 8 Validity and material defects of ecoinvent Data**

1. It is within the responsibility of the licensee to verify and assess the validity and integrity of the ecoinvent Data prior to their use and to decide whether or not it fits for the intended use. In case of use of the data, especially for damage prone applications, the licensee is obliged to verify the proper integration of the data based on the documented references and descriptions.

2. The licensor's liability for material defects is restricted to the proper transfer of ecoinvent Data from the documented sources into the database. In case of provable transfer and integration errors or doubtless derivation errors, the licensor shall make a corrected data record available. The licensor does not assume any other warranty obligations - in particular, for the integrity of the ecoinvent Data provided or its fitness for the licensee's intended use.

## **§ 9 Guarantee**

1. The licensor guarantees that the ecoinvent Data is not 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. The licensee shall notify the licensor immediately and in writing if any third party should assert an infringement claim against the licensee in connection with the ecoinvent Data.

2. The licensor guarantees the operability of the ecoinvent Data and that it has been written following the accepted rules of programming.

3. No guarantees for technical details or for the capability and/or suitability of the ecoinvent Data for a specific purpose beyond the specifications in the user manual are made.

4. In case of programming errors limiting the usability of the ecoinvent Data, the statutory guarantee provisions apply, the warranty period being one year.

## **§ 10 Venue and governing law**

1. All disputes arising out of or in connection with the present agreement, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved, to the exclusion of the ordinary courts by an **Arbitral Tribunal of the Zurich chamber of commerce** with seat in Zurich in accordance with the International Arbitration Rules of the Zurich Chamber of Commerce. The decision of the Arbitral Tribunal shall be final, and the parties waive all challenge of the award in accordance with Art. 192 Private International Law Statute.

**Arbitration shall take place in Zurich under the Law of Switzerland.**

## **§ 11 Final provisions**

1. This Agreement may be varied only by written agreement signed by both parties.