

End User License Agreement (EULA) for DATASMART Life Cycle Inventory Database
May 2017

Preamble

This EULA stipulates a contract between Hamilton Enterprises, DBA Long Trail Sustainability (LTS), and you as an individual or legal person as Licensee. Please read this EULA carefully before accessing and using any version of the DATASMART Database or any DATASMART Dataset. By downloading, installing or using any DATASMART Database or using any DATASMART Dataset, Licensee agrees to be bound by the terms of use of this EULA. If you do not accept this EULA, you are NOT granted the right to use the DATASMART Database or any DATASMART Dataset.

1 Definitions

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

DATASMART Database means the database containing DATASMART Datasets. The DATASMART Database covers any version of the database to which the Licensee has access.

DATASMART Dataset means four (4) sets of data: undefined unit process, linked unit process, life cycle inventory (LCI) data and life cycle impact assessment (LCIA) results in the DATASMART Database, each representing the environmental data for a specific human activity, in whatever form (electronic, paper) they may be accessed by the Licensee.

Long Trail Sustainability (LTS) means Hamilton Enterprises, DBA Long Trail Sustainability (LTS), a Limited Liability Company (LLC) founded in 2017, having its registered office in Huntington, VT. LTS is hereinafter also referred to as Licensor.

End User means any individual or legal person being granted full access to DATASMART Database via the Reseller Software, SimaPro. EULA means End User License Agreement of any version of the DATASMART Database or any DATASMART Dataset.

LCA means Life Cycle Assessment.

License Fee means the price to be paid for the access to, and use of, the DATASMART Database or DATASMART Dataset that is stipulated in the price list valid at the time of the order by the Licensee, or subject to an individual written agreement between Licensor or Reseller and the Licensee regarding the price.

Licensee means End User and Guest User.

Licensor shall have the meaning set forth in the definition of LTS.

Parties means jointly Licensor and Licensee.

Reseller means a supplier of SimaPro LCA Software to whom DATASMART has commissioned a sub-licensing right of the DATASMART Database.

Reseller Software means Reseller's SimaPro LCA software into which the DATASMART Database has been integrated.

Studies and Reports means copyrightable materials.

Term shall have the meaning set forth in section 11(1).

Yearly License means the license granted under this EULA for the Term.

2 Scope and License

1. This EULA shall apply to all contractual relationships in which a Licensee acquires a license for the use of the DATASMART Database or any DATASMART Dataset directly from Licensor or via a Reseller.
2. Subject to the terms of use set forth in this EULA, Licensor grants for the Term a nonexclusive, non-transferable, (notwithstanding the Term) revocable, and royalty-bearing right to access and use the DATASMART Database. Thereby, End User shall have full access and use right to the DATASMART Datasets via the Reseller Software.
3. Unless agreed otherwise between the Parties, Licensee is not granted a sub-licensing right.
4. Licensor has no obligation to make available to End User any subsequent versions of a DATASMART Database.

3 License Fees

1. Licensee shall pay the Reseller the License Fee.
2. The License Fee is non-refundable.
3. After receipt of the License Fee, download information will be sent to Licensee, allowing End User full access to the DATASMART Database in the Reseller Software.

4 Download Access

1. The Licensee shall keep the download access confidential and shall not disclose them to any third party.

5 Ownership and Intellectual Property Rights

1. The DATASMART Database is solely owned by Licensor or its data suppliers, as the case may be. The DATASMART Database is only licensed, not sold.
2. The DATASMART Database is protected by national and international laws, such as copyright laws, database rights and/or treaties. Licensor reserves all intellectual property rights.

6 Restrictions of use

1. The use of a single user license is bound and limited to one workstation/user.
2. End User is granted unlimited access to the DATASMART Database only through the Reseller Software. After the Term the End User undertakes to irrevocably delete the DATASMART Database from the workstation(s).
3. Licensee is not entitled to publish or make available to others derivative databases or datasets or database-like products using all or any portion of the DATASMART Database or DATASMART Dataset, or any derivation thereof. Publication of individual datasets and results are permitted within the scope of Studies and Reports provided that this does not violate the legitimate business interests of the Licensor.

4. Licensee is not entitled to reproduce, disseminate or publicly display any significant portions of the DATASMART Database or the DATASMART Datasets.
5. 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 DATASMART Database, the DATASMART Dataset or any portions thereof. Studies and Reports are exempted from this subsection 6.
6. Licensee is not entitled to undertake, cause, permit or authorize the modification, translation, reverse engineering, decompiling, disassembling or hacking of the DATASMART Database, the DATASMART Dataset or any part thereof except to the extent required by mandatory law.
7. Licensee is not entitled to assign the DATASMART Database or the DATASMART Dataset as a whole or any portions thereof to any third party.
8. Full use of the DATASMART Database or the DATASMART Dataset is subject to Licensee's ownership of an ecoinvent v2.2 license, and there within agreement to the ecoinvent v2.2 EULA terms.

7 Limitation of Liability

1. To the extent permitted by applicable law, Licensor 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 this EULA.
2. To the extent permitted by applicable law, any and all liability for Licensor's auxiliary persons is herewith excluded.

8 Representations and Warranties

1. Licensor represents the operability of the currently available version of the DATASMART Database and the specifications in the data quality guideline.
2. Subject to Section 8(1), the DATASMART Database is provided "as is". It is within the responsibility of Licensee to verify and to assess the validity and integrity of the DATASMART Database prior to its use, and to decide whether or not it fits for the intended use. Licensee uses the DATASMART Database or any DATASMART Dataset at their own risk. Licensor disclaims any and all representations and warranties, expressed or implied, of the DATASMART Database including, but without limitation, merchantability, fitness for any particular purpose, accuracy, completeness, correctness, infringement of third party intellectual property rights, breach of data use obligations or restrictions, or that the DATASMART Database will be available without interruption.
3. Licensor has made commercially reasonable efforts to reduce DATASMART Datasets being subject to the rights of third parties. However, Licensor expressly disclaims any representation that DATASMART 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 DATASMART Database.
4. In case of programming errors (e.g. technical corruption) limiting the usability of the currently available version of the DATASMART Database, the warranty period shall be one year after purchase of a license. In the event of a warranty claim, Licensee's sole remedy for the programming error is, at

Licensor's sole discretion, programming fixes, updates and upgrades, work-around or replacement of the DATASMART Database.

9 Return

1. The exchange or the return of DATASMART Database or any DATASMART Dataset to LTS are generally not possible and never possible whenever the data have already been accessed. Only in exceptional cases and after prior written approval by LTS shall it be possible to return the already ordered DATASMART Database or any DATASMART Dataset. In case DATASMART Database or any DATASMART Dataset have been ordered specifically for the Licensee, as well as custom-configured systems are excluded from any right of return.

2. In case LTS agrees on returning any DATASMART Database or any DATASMART Dataset, such return will be at Licensee's own risk and expenses within a maximum of ten (10) days after the Licensee will have received the first order confirmation from LTS. DATASMART Database or any DATASMART Dataset must be sent with the received confirmation of the data key. When returning DATASMART Database or any DATASMART Dataset the Licensee must expect a complete loss of the DATASMART Database or any DATASMART Dataset. LTS assumes no liability for damages resulting from such loss.

10 Changes

a) EULA

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 shall be notified to Licensee's e-mail address known to Licensor and/or to Reseller. As of such notification, Licensee shall have a thirty (30) day notice period to deny such new terms and terminate the EULA to the following e-mail addresses:

- to the Reseller's e-mail address if Licensee has an agreement with the Reseller, and/or
- to support@ltsexperts.com

3. After expiry of the thirty (30) day notice period, if no termination email is received it will be deemed as acceptance of the new terms by the Licensee.

b) DATASMART Database

4. The DATASMART Database and/or DATASMART Dataset may change from time to time. Licensee acknowledges and agrees that LTS may update (e.g. add features or functions to) the DATASMART Database and/or DATASMART Dataset with or without notifying Licensee. Licensee may need to update third party software from time to time in order to access and use the DATASMART Database.

5. Scheduled offline periods are necessary to maintain and update the DATASMART Database. These may be announced in advance.

11 Term and Termination

1. The term of the license granted hereunder is one (1) year after the first access according to section 2(2) herein.

2. Licensee shall have a termination right according to section 10(a) (2).
3. Notwithstanding section 11(1), Licensor may terminate this EULA at any time without consent of Licensee with three (3) month notification period.
4. Notwithstanding section 11(1), Licensor may terminate this EULA with immediate effect if Licensee fails to comply with any terms of this EULA. In such event, Licensee must irrevocably delete all copies of the provided DATASMART Database or any DATASMART Dataset.

12 General Provisions

1. If any provision of this EULA is or becomes invalid or unenforceable, the validity or enforceability of any other provision of this Agreement shall not be affected. 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.
2. LTS may assign or delegate this EULA, in whole or in part, to any person or entity at any time with or without Licensee's consent. Licensee may not assign or delegate any rights or obligations under this EULA without LTS's prior written consent, and any unauthorized assignment and any delegation by Licensee shall be null and void.
3. Any general terms and conditions of Licensee are explicitly excluded.
4. This EULA is subject exclusively to United States of America (USA) law, without regard to the conflict of law principles.
5. Disagreements regarding the interpretation of this EULA 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, this EULA shall be brought exclusively before the competent court of the city of Burlington, VT.

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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 DATASMART DATABASE AND/OR DATASET, AND/OR BY TICKING THE EULA ACCEPTANCE BOX, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO LICENSER THE RIGHTS SET FORTH HEREIN.