

Terms of Use for users of Olam AtSource Tool with ecoinvent Data v3

Version 2.0 / 12 April 2018

Preamble

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

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

WHEREAS, **Olam** is sub-licensing such Limited LCIA to **AtSource Tool User**.

WHEREAS, **Olam** has developed an **Olam Unique Special explicit datasets (OUSED)** which means Olam created datasets, except the ecoinvent part (which is 'only' licenced), are solely owned by Olam.

§ 1 Definitions

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

Olam means the legal entity or organisation that has developed the **AtSource Tool**.

ToU means the terms of use stipulated in this document.

AtSource Tool means the software application provided to **AtSource Tool User** by **Olam**.

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

Effective Date means the date upon which **Olam** has granted **AtSource Tool User** access to the **AtSource Tool**.

LCIA means life cycle impact assessment results.

Limited LCIA means a sub-set of **LCIA**, namely of 3 life cycle impact indicator results for the 61 datasets listed according to Annex C.

Olam Unique Special explicit dataset (OUSED) means Olam created datasets, except the ecoinvent part (which is 'only' licenced). **Term** means five (5) years from the coming into force of the agreement between **Olam** and **AtSource Tool User** regarding the **AtSource Tool**.

§ 2 Scope

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

§ 3 Intellectual Property and other Rights

1. **Limited LCIA** is solely owned by **ecoinvent**. **Limited LCIA** is only licensed, not sold. And the owner of the **OUSED** is **Olam**.

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 **AtSource Tool User** is granted a right to use the ecoinvent Data as set forth herein.

3. Subject to § 4, **Olam** grants **AtSource Tool User** a non-exclusive, non-transferable, limited, revocable, and royalty-bearing right during the **Term** 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 **AtSource Tool User** by attributing to “ecoinvent Data” as implemented in the **AtSource Tool**, specifying the ecoinvent Data version 3 and all updates of such versions used (i.e. version 3.1, 3.2, etc.). Later versions are included if there are no changes in the structure and methodology of the future database as well as its commercial conditions.

§ 4 Restrictions on Use

1. To the extent not explicitly permitted in the “Agreement”, the rights granted in §3 do *not* include the right of **AtSource 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 **AtSource Tool**;
- disclose the login details for access to the **AtSource Tool** to any third party, or to allow third parties to access the **AtSource Tool**;
- assign the rights under these **ToU** to any third party.

§ 5 Term and Termination

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

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

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

§ 6 Prices

1. To the extent not explicitly permitted in the “Agreement”, the license fee for the **Limited LCIA** is subject to the **Olam**’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 **AtSource 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. **AtSource Tool User** uses **Limited LCIA** at its own risk. **Olam** 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. **Olam** has made commercially reasonable efforts to reduce **Limited LCIA** being subject to the rights of third parties. However, **Olam** expressly disclaims any representation that **Limited LCIA** is not subject to the rights of third parties. **AtSource Tool User** shall notify **Olam** immediately and in writing if any third party should assert an infringement claim against **AtSource Tool User** in connection with **Limited LCIA**.

§ 8 Limitation of Liability

1. To the extent permitted by applicable law, **Olam** 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 **Olam**’s auxiliary persons is herewith excluded.

§ 9 Governing Law and Venue

1. Any general terms and conditions of **AtSource 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**.
