

End User License Agreement

Agri-footprint 5.0 data

Academic and limited commercial use

Preamble

- This End User License Agreement (EULA) applies to Your use of the Agri-footprint 5.0 data which are made available via data platforms and/or software applications.
- By using the Agri-footprint 5.0 data You accept all terms as laid down in this EULA, including the limitations on use, non-transferability, warranty and liability.
- You should save this EULA on a permanent data carrier – for later inspection – and print it before starting to use or gain access to the Agri-footprint 5.0 data.

1. Definitions

The following capitalized terms shall have the following meaning:

Licensor	: Blonk Agri-footprint B.V., a private limited company organized under the laws of the Netherlands, with its principal place of business in (2805 TD) Gouda at the Groen van Prinsterersingel 45;
Agri-footprint 5.0 data	: The Agri-Footprint 5.0® database which is a consistent set of LCI data of agri-food products based on information of public sources and/or information provided by specific data providers that authorized Blonk Consultants to use the information contained in the Database. It consists of independent works, data, information and/or other materials, whether or not arranged in a systematic or methodical way, including only impact data, made available to You as non-public data and/or a non-public database. Agri-Footprint 5.0 contains data from cultivation of crops, animal production systems, goods being used in agriculture, processing of plant and animal based materials, materials used in agri-processing, transport, logistics and production and consumption mixes. The scope of Agri-Footprint 5.0 is to have global coverage of all agricultural-commodities. The coverage can be extended with every update as well as the quality of the datasets.
End User or You(r)	: You, a natural person, e.g. an employee or student, whose legal entity such as a company or university is licensed and legally allowed to use Agri-footprint 5.0 data in accordance with this EULA;
EULA	: This End User License Agreement;
In Writing	: By paper or electronic means such as fax and/or e-mail;
Intellectual Property Rights	: Patents, registered and unregistered trademarks and service marks, domain names, registered designs and design rights, copyright (including such rights in computer software and databases), database rights and moral rights (in each case for the full period thereof and extensions, revivals and renewals thereof), applications for the foregoing and the right to apply for any of the foregoing anywhere in the world, and all similar rights anywhere in the world including those subsisting in inventions, designs, drawings and computer programs.

2. EULA

- 2.1 Subject to compliance with the terms of this EULA, Licensor grants the End User a personal, non-exclusive and non-transferable license to use the Agri-footprint 5.0 data which are made available via data platforms and/or software applications.

3. Scope of the EULA

- 3.1 You, as an End User, are allowed to use the Agri-footprint 5.0 data for academic use cases and/or for a maximum of three (3) commercial use cases, irrespective of the time period in which this limited commercial use occurs.

Academic use means the use to the benefit of academic reports (e.g. studies, results and digital and/or interactive presentations), including the performance of calculations and decisions based on the Agri-footprint 5.0 data whether or not End User will use these calculations or decisions in his/her reports.

Limited commercial use means the use of the Agri-footprint 5.0 data to perform calculations as output that are to be shared with your company's/university's clients or customers, in exchange of a fee.

- 3.2 An additional commercial license is required if you want to use the Agri-footprint 5.0 data for more than three (3) commercial use cases. Such use is not covered by the limited commercial use as described in this EULA. You can request additional commercial licenses by contacting Blonk Agri-footprint B.V. by sending an email to info@blonkconsultants.nl

- 3.3 In all use cases the End User is obliged to expressly state that the source of the Agri-footprint 5.0 data is Blonk Agri-Footprint B.V., accompanied with the version number of the Agri-footprint 5.0 data, where applicable.

- 3.4 Other than the grants of rights as set forth in article 3.1, End User is restricted to perform any other acts in relation to the Agri-footprint 5.0 data. Therefore – among other things – the End User may not:

- distribute, rent, (sub) license, loan, lease, sell, sublicense, assign or transfer all or any portion of the Agri-footprint 5.0 data, or any rights granted in this EULA, to any other person or entity;
- create derivative works such as add-ons based on the Agri-footprint 5.0 data or copy or process any Agri-footprint 5.0 data for any purpose other than the use as set forth in articles 3.1 – 3.2;
- release/disseminate interactives models, or the function of such an interactive model, which uses the Agri-footprint 5.0 data, or parts thereof, to others;
- wholly or partly copy or distribute Agri-footprint 5.0 data and use these copies externally in any form to, for instance, implement the data of the Agri-footprint 5.0 data into other databases or other software packages.
- use, copy or integrate the Agri-footprint 5.0 data in internally used software or data platforms.

- 3.5 Without prejudice to article 3.4, in no event shall the End User reproduce, disseminate or publicly display the Agri-footprint 5.0 data as a whole or any part thereof to any other person or entity, e.g. via the world wide web (internet) or any other means of data transfer.

- 3.6 If You and/or Your legal entity, such as a company or university, want to use the Agri-footprint 5.0 data in a manner that falls outside the scope of this EULA – for example by integrating Agri-footprint 5.0 data in a software application as a service provider for Your own customers, or for internal use within your company with a commercial goal beyond the permitted limited commercial use, – then You must contact Licensor In Writing about this intended use of the Agri-footprint 5.0 data. This will allow Licensor to discuss the matter and – if it agrees with the request – arrange a separate license if parties reach an agreement about the intended use of the Agri-footprint 5.0 data. If you are not sure whether or not your use cases are covered by this EULA, please contact Blonk Agri-footprint B.V. to determine your type of use case.

- 3.7 If You breach this EULA, for example by making Agri-footprint 5.0 data available online and selling it to third-parties, then You forfeit an immediately due and payable penalty of 10,000.00 Euros per breach and 1,000.00 Euros for each day that such breach continues, without prejudice to Blonk's right to claim damages – such as, but not limited to the handing over of the profits made by You and/or the third-party that used Your files containing the Agri-footprint 5.0 data

– as well as Blonk’s right to claim any legal costs and without prejudice to the other rights that it has by virtue of law and/or this EULA.

4. Intellectual property rights

- 4.1 Nothing in this EULA constitutes a transfer of any Intellectual Property Rights of Licensor or any third party to End User.
- 4.2 End User shall not at any time and under any circumstances use Licensor’s works and/or data covered by its Intellectual Property Rights without prior permission In Writing of Licensor.
- 4.3 End User shall not use Licensor’s trademarks other than the obliged reference to its trademarks as stipulated in article 3.3. End User may not remove or alter any Agri-footprint 5.0 data and/or Licensor identification, proprietary notices, labels or trademarks which appear on or in the Agri-footprint 5.0 data.

5. Guarantees and warranties

- 5.1 The Agri-footprint 5.0 data are made available "as is" without Licensor’s warranty of any kind, either express or implied, including – but not limited to – any implied warranty against infringement of third parties’ rights including – but not limited to – Intellectual Property Rights, or any other warranties of merchantability, integration, satisfactory quality and fitness for a particular purpose.
- 5.2 Licensor shall have no obligation for the installation, technical support and/or maintenance of the Agri-footprint 5.0 data towards End User.
- 5.3 Licensor cannot warrant that third-parties are able to enforce their rights or to make claims in relation to the Agri-footprint 5.0 data. End User shall therefore inform Licensor immediately In Writing if it becomes aware of such third-party claims. Licensor and End User shall then discuss the merits of the third parties’ claims and how to deal with these claims.

6. Liability

- 6.1 The entire risk as to the use, quality, and performance of the Agri-footprint 5.0 data is with the End User.
- 6.2 Licensor shall not be liable for any incidental, consequential, direct or indirect damages – including but not limited to – the loss of data including Agri-footprint 5.0 data, lost profits, or any other financial loss arising from the use of, or inability to use, the Agri-footprint 5.0 data even if Licensor has been notified of the possibility of such loss, damages, claims or costs or for any claim.
- 6.3 The total liability of Licensor is limited to the amount paid by its insurance company. If the insurance company does not pay any damages, the liability is in any case limited to a maximum amount of one hundred Euros including interest (€ 100.00).
- 6.4 Nothing in this EULA limits or excludes Licensor’s liability for death or personal injury intentionally caused by Licensor’s management (Dutch: “opzet”) or due to Licensor’s management deliberate recklessness (Dutch: “bewuste roekeloosheid”) and any other liability which may not by law be limited or excluded.

7. Changes

- 7.1 Licensor reserves the right to provide new terms of this EULA.
- 7.2 New EULA’s, such as changed or modified EULA’s, shall be provided to You. You shall be able to agree or decline to the new terms as set forth in the changed or modified EULA. If You decline, You will not be allowed to use the Agri-footprint 5.0 data.
- 7.3 If Licensor’s legal identity changes, then this EULA shall apply to You and the changed legal identity. For instance, when Licensor assigns or transfers the rights in connection with the EULA to another legal identity, then You are bound to the EULA with respect the new legal identity as a legitimate licensor of the Agri-footprint 5.0 data.

8. EULA term and termination

- 8.1 This license is granted on a perpetual basis and shall be effective on the moment You use the Agri-footprint 5.0 data. Releases or updates fall outside the scope of this EULA. This means that You will not be able to use data of new Agri-footprint 5.0 data releases or updates or are in any way entitled to those release and updates. After termination of the EULA, you shall permanently delete any (copies) of the Database and/or parts thereof.

8.2 Licensors may terminate or suspend the agreements and the license as laid down in this EULA at any time without any cause.

8.3 The license as laid down in this EULA shall terminate by operation of law with an immediate effect if the End User is in breach of this license. This termination shall not prevent Licensor from claiming damages and the termination shall not relieve End User from its liability to respect all the obligations claimable before or after the termination date.

9. Applicable law and competent court

9.1 This EULA shall be exclusively governed by the law of the Netherlands.

9.2 Any dispute or legal difference between Licensor and End User arising out of or in connection with this EULA, will be held before the competent court in The Hague, The Netherlands.

10. Miscellaneous

10.1 All provisions that are intended to survive the termination, by nature or because such has expressly been provided for in this EULA, shall survive such termination. These provisions include, but are not limited to, provisions regarding the Intellectual Property Rights (article 4), Guarantees and warranties (article 5), Limitations of Liability (article 6) as well as Applicable law and Competent Court (article 10).

10.2 If any provision of the EULA is held invalid or unenforceable, that provision will be construed to reflect Licensor's original intent. Despite the invalidity or unenforceability of such provision, all other provisions will remain in full force and effect.

10.3 If Licensor does not exercise or enforce any legal right or remedy, this will not constitute a formal waiver of Licensor's rights.

10.4 This EULA supersedes all previous agreements and licenses, verbal or written, regarding any dealings with respect to the subject matter of this EULA.
