

End User License Agreement (EULA)

Branded Dataset

Preamble

- This End-User License Agreement (EULA) applies to Your use of Branded Dataset(s). This EULA applies in addition to any EULA or other arrangements You have with Blonk, for example Your AFP license (if applicable);
- All rights, including Intellectual Property Rights, with regard to the Dataset remain the property of the data provider of the concerning Branded Dataset. The data provider licensed Blonk to make its Branded Dataset available to You.
- Please be advised that if You breach this EULA, for example by making the entire Branded Dataset 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.
- You should read this EULA carefully. You accept its contents by downloading or using the Branded Dataset(s).

1. Definitions

The following capitalized terms shall have the following meaning:

Branded Dataset	:	Brand-specific data with regard to life cycle inventory assessments on environmental impacts;
End-User or You(r)	:	You, such as an employee or student;
EULA	:	This End-User License Agreement;
Blonk	:	Blonk Agri-footprint B.V., a private limited company organized under the laws of the Netherlands, with its principle place of business in (2805 TD) Gouda at the Groen van Prinsterersingel 45;
BST Toolportal	:	Blonk Sustainability Tools' Toolportal, an online portal accessible to End-Users which contains Branded Dataset(s) among other things as well as Blonk's AFP Database, available at https://tools.blonkconsultants.nl/ ;
In Writing	:	By paper or electronic means such 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, Blonk grants You a personal, non-exclusive, non-transferable and free of charge license to use the Branded Dataset(s), made available via BST Toolportal.

3. Scope of the EULA

3.1 Based on this EULA, You are allowed:

- a) to download the Branded Dataset(s) as a file (e.g. formatted as a CSV-file) which You may use and import into Your LCA software of your choosing, to the extent this is compatible with the used file type, which automatically connects with Blonk's AFP Database and use the data of the Branded Dataset(s), as long as You have a separate license to use Blonk's AFP Database;
- b) to download the Branded Dataset(s) as an Excel-file and use the Branded Dataset(s) as environmental impact data.

- 3.2 Other than the grants of rights as set forth in article 3.1, You are restricted to perform any other acts in relation to the Branded Dataset(s). Therefore – among other things – You may not:
- systematically and/or on a large scale distribute the Branded Dataset(s) by selling or renting these datasets and you may not reproduce, disseminate or publicly display the Branded Dataset(s) as a whole to any other person or entity, for example via the world wide web (internet);
 - sell, rent, (sub) license, loan, lease, assign or transfer any rights granted in this EULA, to any other person or entity.
- 3.3 If you publish information based wholly or partly based on the Branded Dataset(s), then you must mention the data provider(s) which own the Branded Dataset(s) as the source of the data as well as Blonk as the distributor of the Branded Dataset(s).
- 3.4 If You breach this EULA, for example by making the entire Branded Dataset 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 the data provider'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 Branded Dataset(s) – as well as the data provider's right to claim any legal costs and without prejudice to the other rights that the data provider has by virtue of law or this EULA.

4. Intellectual property rights

- 4.1 The Branded Dataset(s) remain the Intellectual Property of the concerning data provider(s). This means that the concerning data provider owns all rights, titles and interests, including but not limited to Intellectual Property Rights, in and to their Branded Dataset(s).
- 4.2 Nothing in this EULA constitutes a transfer of any of Blonk's or the data provider's Intellectual Property Rights to End-User.

5. Guarantees and warranties

- 5.1 Diligent care has been used to ensure that any of the Branded Dataset(s) are accurate and up-to-date. However, Blonk or the data provider make no representation or warranty, either expressly or implied, of the accuracy, reliability, or completeness thereof. The Branded Dataset(s) does not constitute or provide scientific advice, diagnosis or recommendation for treatment of any kind.
- 5.2 In addition, the Branded Dataset(s) are provided to You "as is" without Blonk's or the data provider'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 and fitness for a particular purpose, e.g. with regard to updates of the Branded Dataset(s).
- 5.3 Blonk and the data provider shall have no obligation towards You whatsoever, such as obligations with regard to installation, updates, technical support and/or maintenance of the Branded Dataset(s).

6. Liability

- 6.1 The entire risk as to the use, quality, and performance of the Branded Dataset(s) is with the End-User.
- 6.2 The data provider's Branded Dataset(s) is/are made available to End-Users by Blonk free of charge without any warranty of any kind. Consequently, Blonk and the data provider are not liable towards You for any damages or costs in relation to this EULA and/or the Branded Dataset(s). In no event shall Blonk or the data provider be liable for any damages arising from or reliance upon, or use of, the Branded Dataset(s).
- 6.3 Nothing in this EULA limits or excludes the data provider's liability for death or personal injury intentionally caused by the data provider's management (Dutch: "opzet") or due to the data provider's management deliberate recklessness (Dutch: "bewuste roekeloosheid") and any other liability which may not by law be limited or excluded.

7. Changes

- 7.1 New EULA's, such as changed or modified EULA's, shall be provided to You. You will be able to agree or decline to the terms as set forth in the changed or modified EULA. If You choose not to accept the changed or modified EULA, Your license to use the Branded Dataset(s) automatically ends.

8. EULA term and termination

- 8.1 This license is granted on a perpetual basis and shall be effective on the moment You download or use the Branded Dataset(s).
- 8.2 Your license as laid down in this EULA may be suspended or terminated at any time without any cause, either by You, Blonk or the data provider. In addition, this EULA shall automatically terminate with an immediate effect if You breach this license. Any termination shall not prevent Blonk or the data provider from claiming any damages in case You have breached the EULA.

9. Applicable law and competent court

- 9.1 This EULA shall be exclusively governed by the law of the Netherlands.
- 9.2 Any disputes relating thereto 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), Liability (article 6) as well as Applicable law and Competent Court (article 9).
- 10.2 If any provision of the EULA is held invalid or unenforceable, then that provision will be construed to reflect Blonk's original intent. Despite the invalidity or unenforceability of such provision, all other provisions will remain in full force and effect.
- 10.3 If the data provider of a Branded Dataset and/or Blonk do not exercise or enforce their legal rights or remedies, then this will not constitute a formal waiver of said 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.