End User License Agreement for the Carbon Minds LCA Database

For Carbon Minds GmbH, Eupener Straße 165, 50933 Cologne, Germany (hereinafter "**CM**")

Updated: October 2021
Version: CYC – 1.0

Section 1 – General

(1) The following End User License Agreement of CM (hereinafter referred to "**EULA**") applies to the provision of Life Cycle Assessment Databases generated by CM (these Life Cycle Assessment Databases in whole or in parts are hereinafter referred to as (**"LCA Database")** to customers of CM (hereinafter referred to as "**Customer**").

(2) CM provides LCA Databases which are based on data from third parties and data from CM. The LCA Databases are generated by applying complex calculation models established by CM.

(3) General terms and conditions of Customer shall not become part of the contract between CM and Customer.

(4) Any service descriptions in sales presentations, brochures or similar publications shall not become a part of the contract and shall not be binding.

(5) Only businesses (*Unternehmer* in terms of Art. 14 German Civil Code, BGB) may become contractual partners of CM on the basis of this EULA.

(6) CM reserves the right to offer Customer an educational license for the LCA Databases, provided Customer is an eligible institution (i.e. University) from the educational sector and only uses the license for non-commercial purposes.

Section 2 – Services of CM

(1) CM provides the LCA Databases for the usage as described in this EULA only.

(2) CM is not obliged to provide any user manuals, documentation, tutorials, or other supporting documentation. CM assumes no legal responsibility for any such documentation provided. CM shall not be responsible for the accuracy, up-to-dateness or completeness of the documentation provided.

(3) The LCA Databases serve Customer to generate models for the calculation of other data (hereinafter referred to as "**Output Data**").

(4) The LCA Databases are only modeling data. CM does in no respect warrant that the LCA Databases are accurate, complete and up-to-date. Customer is, in particular, aware that the LCA Databases are derived from third-party data and that CM is not obligated and not able to verify whether these third-party data are accurate, complete and up-to-date. CM does in no respect warrant that the LCA Databases are suited to generate accurate, complete and up-to-date Output Data. Unless otherwise agreed, CM is not obliged to provide updates for the LCA Databases purchased by Customer.

(5) The service of CM under this EULA does not include the provision of any software.

Section 3 – Grant of Rights

(1) CM grants the Customer a non-exclusive, non-sublicensable and non-transferable license to use the LCA Databases within the limits as set out in this EULA.

(2) Customer may use the LCA Databases for creating Output Data and for internal purposes only. Customer must not sell or rent or otherwise distribute the LCA Databases, make publicly available or otherwise publish or disclose the LCA Databases to any third party. Customer may not extract the LCA Database from the software in which they have been provided the LCA Database, unless expressly agreed in writing.

(3) Customer must not publish, sell or rent or otherwise distribute Life Cycle Impact Assessment Results (hereinafter referred to as **"LCIA Results"**) that are directly derived from the LCA Databases, nor make publicly available or otherwise publish or disclose LCIA Results to any third party. Customer may not extract the LCIA Results which are directly derived from the LCA Database from the software in which they have been provided the LCA Database, unless expressly agreed in writing.

(4) Customer may not transfer or sublicense the rights of use to the LCA Databases to any third party.

(5) Without affecting Section 3 (3) of this EULA, if Customer uses LCA Databases to calculate models of its own, the publication of these models or newly calculated data (e.g. Output Data) is permitted, provided the publication does not disclose the LCA Databases and it is not possible to deduct or deduce the LCA Databases.

(6) The license term shall be one (1) year. After the license term has ended, Customer shall (i) no longer be permitted to use the LCA Databases, (ii) be obliged to delete the LCA Databases (including all copies of the LCA Databases) in the possession of Customer and (iii) demonstrate, upon CM's request, that Customer has deleted the LCA Databases.

(7) The license for the LCA Databases is, as stipulated in the applicable offer of CM or a authorized reseller, either (i) a Named User, (ii) a Concurrent User, or (iii) a company-wide license. Named User is a license that allows only the registered single natural person to use the LCA Database with an account which cannot be shared. Concurrent User is a license that allows to be used by different users taking turns, each with their own user account. Each Concurrent License allows up to three (3) user accounts to be connected, and one of them can use the license at a time. The Concurrent License amount sets the maximum number of Users who can use the LCA Databases at the same time. Customers with Concurrent licenses bought the reseller One Click LCA Ltd. by 31 December 2024 allow up to five (5) connected Users. Company-wide license means a license that allows any employee of the Customer to use the LCA Database for internal purposes of the Customer only, but without concurrency or quantity limitations.

(8) CM shall have the right to request from Customer to provide appropriate documentation that Customer complies and has complied with Customer's obligations according to Section 3 (6) and Section 3 (7). In case such documentation is not sufficient in CM's discretion, CM shall be permitted to carry out on-site audits and Customer shall assist CM with such audit.

(9) Any use of the LCA Databases beyond the permitted use as set out in this EULA shall form a breach of contract.

Section 4 – Rights and Obligations of Customer

(1) Customer is familiar with the scope and content of the LCA Databases and assumes the risk as to whether the LCA Databases meet Customer's needs. Customer shall clarify any questions with the help of employees of CM or qualified third parties before the conclusion of the contract.

(2) Upon Customer's consent, CM may use Customer's company name and logo as a testimonial. Customer will not unreasonably withhold its consent.

Section 5 – Liability
(1) CM shall be fully liable for (i) injuries to life or health caused by intent or negligence, (ii) other damages that are caused by intent or gross negligence, (iii) claims under the German Product Liability Act (*Produkthaftungsgesetz*) and (iv) in the event of an explicit assumption of a guarantee (*Garantie*) by CM.
(2) Notwithstanding Section 5 (1), CM shall in case of simple negligence (*einfache Fahrlässigkeit*) only be liable for breaches of material contractual obligations (obligations the fulfilment of which is essential to the proper performance of the contract or on the observance of which the contracting party regularly relies and may rely). However, the liability of CM shall in that case be limited to the typical damage foreseeable at the time of conclusion of the contract.
(3) Any further liability shall be excluded.
(4) Any strict liability of CM according to Section 536a (1) BGB shall particularly be excluded for potential deficiencies of the LCA Databases already prevailing at the date at which the contract was concluded.
(5) CM shall not be obligated to replace the LCA Databases in case of loss or deletion of the LCA Databases by Customer.
(6) CM shall not be liable for incorrect Output Data deriving from using the LCA Databases. This applies, in particular, to damages that result from the publication of Output Data.
(7) Customer shall indemnify CM against any third-party claims arising from any unauthorized disclosure or publication of the LCA Databases by Customer.

Section 6 – Warranty Rights
    (1) CM has established the LCA Databases on the basis of third-party data using state-of-the-art calculation models. However, CM does not warrant that the LCA Databases are accurate, complete and up-to-date.
    (2) In cases of defects of the LCA Databases, CM may, at Carbon Mind's discretion, remove the defect or provide a substitute delivery. The Customer can withdraw from the contract only after two attempts to rectify the defect have failed.
    (3) The right of the Customer of reduction shall be excluded.
    (4) The statutory warranty period shall be 12 months.

Section 7 – Final Provisions
    (1) Changes and additions to the EULA and any contract based on this EULA must be in writing.
    (2) This EULA and any contract based on this EULA are subject to German law only. The UN Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
    (3) The place of performance for all contractual obligations with CM and the sole place of jurisdiction is Cologne, Germany.
    (4) The contract language is English.
    (5) Should individual provisions of the contract be or become invalid, the validity of the remaining ones remains unaffected.