Terms of Use for Users of myclimate Software Applications Using ecoinvent Data v3

Version 1.0 / 30 October 2020

Preamble

WHEREAS, myclimate is a licensee of the ecoinvent Association, with registered seat in Switzerland;
WHEREAS, myclimate has implemented a sub-set of such ecoinvent Background Data in its myclimate Software Application;
WHEREAS, myclimate is sub-licensing such ecoinvent Background Data to myclimate Software Application User.

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

myclimate means the legal entity or organisation that has developed the myclimate Software Application.
ToU means the terms of use stipulated in this document.
myclimate Software Application means the software application provided to myclimate Software Application User by myclimate.
myclimate Software Application User means (end-) user of myclimate Software Application and licensee of ecoinvent Background Data.
Effective Date means the date upon which myclimate has granted myclimate Software Application User access to the myclimate Software Application.
LCIA means life cycle impact assessment results.
ecoinvent Background Data means a sub-set of ecoinvent database used as LCIA results or a derivative to create specific datasets for myclimate Software Applications listed according to Annex C.
Term means one (1) years from the coming into force of the agreement between myclimate and myclimate Software Application User regarding the myclimate Software Application.

§ 2 Scope
These ToU supplement and apply to the contractual relationship between myclimate and myclimate Software Application User, in which myclimate licenses ecoinvent Background Data to myclimate Software Application User in its myclimate Software Application.

§ 3 Intellectual Property and other Rights
ecoinvent Background Data is solely owned by ecoinvent. ecoinvent Background Data is only licensed, not sold.
ecoinvent Background Data 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 ecoinvent Background Data. The myclimate Software Application User is granted a right to use the ecoinvent Data as set forth herein.

Subject to § 4, myclimate grants myclimate Software Application User a non-exclusive, non-transferable, limited, revocable, and royalty-bearing right during the Term to use to use the ecoinvent Background Data for creating an unlimited number of internal or external, commercial or academic studies and reports.

The ecoinvent Background Data shall be quoted by myclimate Software Application User by attributing to “ecoinvent Data” as implemented in the myclimate Software Application, specifying the ecoinvent Data version 3.x used.

§ 4 Restrictions on Use

This rights granted in §3 do not include the right of myclimate Software Application User, among others to

- use, copy, adapt, change, translate, modify, sub-license, sell or distribute all or any portion of the ecoinvent Background Data other than expressly licensed under these ToU or otherwise expressly required by mandatory law;
- reproduce, disseminate or publicly display the ecoinvent Background Data, or any portion or derivation thereof, other than granted in § 3 (2);
- grant to any third party any rights regarding the ecoinvent Background Data (e.g. sublicensing right);
- publish or make available to others derivative databases or datasets or database-like products using all or any portion of the ecoinvent Background Data or derivation thereof;
- prepare extracts of the ecoinvent Background Data, or any portion or derivation thereof;
- use the ecoinvent Background Data, or any portion or derivation thereof, in any other product or service;
- use the ecoinvent Background Data, 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 ecoinvent Background Data;
- reverse engineer, decompile and disassemble the myclimate Software Application;
- disclose the login details for access to the myclimate Software Application to any third party, or to allow third parties to access the myclimate Software Application;
- assign the rights under these ToU to any third party.

§ 5 Term and Termination

The myclimate Software Application User may extend his/her right under these ToU by concluding an agreement with the myclimate for another Term.

myclimate may terminate the rights granted hereunder with immediate effect if the myclimate Software Application User breaches these ToU.

Upon expiration or termination of the rights granted hereunder the myclimate Software Application User shall be obliged to delete any ecoinvent Background Data from his/her hard- and software devices and confirm unsolicited such deletion to myclimate.
§ 6 Prices
The license fee for the ecoinvent Background Data is subject to the myclimate’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
ecoinvent Background Data is provided “as is”. It is within the responsibility of myclimate Software Application User to verify and to assess the validity and integrity of ecoinvent Background Data to its use, and to decide whether or not it fits for the intended use. myclimate Software Application User uses ecoinvent Background Data at its own risk. myclimate disclaims any and all representations and warranties, expressed or implied, of ecoinvent Background Data including, but without limitation, merchantability, fitness for any particular purpose, accuracy, completeness, correctness, infringement of third party intellectual property rights.
myclimate has made commercially reasonable efforts to reduce ecoinvent Background Data being subject to the rights of third parties. However, myclimate expressly disclaims any representation that ecoinvent Background Data is not subject to the rights of third parties. myclimate Software Application User shall notify myclimate immediately and in writing if any third party should assert an infringement claim against myclimate Software Application User in connection with ecoinvent Background Data.

§ 8 Limitation of Liability
To the extent permitted by applicable law, myclimate 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.
To the extent permitted by applicable law, any and all liability for myclimate’s auxiliary persons is herewith excluded.

§ 9 Governing Law and Venue
Any general terms and conditions of myclimate Software Application User are explicitly excluded
These ToU are subject exclusively to Swiss law, without regard to the conflict of law principles. 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.

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