

Terms of Use for Readers of ISCC 205 Greenhouse Gas Emissions Report using ecoinvent Data v3

Version 1.0 / 11 December 2017

Preamble

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

WHEREAS, ISCC has implemented a sub-set of such LCIA (Limited LCIA) in its ISCC 205 Greenhouse Gas Emissions Report;

WHEREAS, ISCC is sub-licensing such Limited LCIA to ISCC 205 Greenhouse Gas Emissions Report Reader.

§ 1 Definitions

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

ISCC means the legal entity or organisation that has developed the ISCC 205 Greenhouse Gas Emissions Report.

ToU means the terms of use stipulated in this document.

ISCC 205 Greenhouse Gas Emissions Report means the 2016 report provided to ISCC 205 Greenhouse Gas Emissions Report Reader by ISCC.

ISCC 205 Greenhouse Gas Emissions Report Reader means (end-) Reader of ISCC 205 Greenhouse Gas Emissions Report and licensee of Limited LCIA.

Effective Date means the date upon which ISCC has granted ISCC 205 Greenhouse Gas Emissions Report Reader access to the ISCC 205 Greenhouse Gas Emissions Report.

LCIA means life cycle impact assessment results.

Limited LCIA means a sub-set of LCIA, namely of the life cycle impact indicator results for the 31 datasets listed in ISCC 205 Greenhouse Gas Emissions Report.

§ 2 Scope

1. These ToU supplement and apply to the contractual relationship between ISCC and ISCC 205 Greenhouse Gas Emissions Report Reader, in which ISCC licenses Limited LCIA to ISCC 205 Greenhouse Gas Emissions Report Reader in its ISCC 205 Greenhouse Gas Emissions Report.

§ 3 Intellectual Property and other Rights

1. Limited LCIA is solely owned by ecoinvent. Limited LCIA is only licensed, not sold.

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 **ISCC 205 Greenhouse Gas Emissions Report Reader** is granted a right to use the ecoinvent Data as set forth herein.

3. Subject to § 4, **ISCC grants ISCC 205 Greenhouse Gas Emissions Report Reader** a non-exclusive, non-transferable, limited, revocable, and royalty-bearing right 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 **ISCC 205 Greenhouse Gas Emissions Report Reader** by attributing to “ecoinvent Data” as implemented in the **ISCC 205 Greenhouse Gas Emissions Report**, specifying the ecoinvent Data version 3.x used.

§ 4 Restrictions on Use

1. This rights granted in §3 do not include the right of **ISCC 205 Greenhouse Gas Emissions Report Reader**, 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 **ISCC 205 Greenhouse Gas Emissions Report**;
- disclose the login details for access to the **ISCC 205 Greenhouse Gas Emissions Report** to any third party, or to allow third parties to access the **ISCC 205 Greenhouse Gas Emissions Report**;
- assign the rights under these **ToU** to any third party.

§ 5 Termination

2. **ISCC** may terminate the rights granted hereunder with immediate effect if the **ISCC 205 Greenhouse Gas Emissions Report Reader** breaches these **ToU**.

3. Upon expiration or termination of the rights granted hereunder the **ISCC 205 Greenhouse Gas Emissions Report Reader** shall be obliged to delete any **Limited LCIA** from his/her hard- and software devices and confirm unsolicited such deletion to **ISCC**.

§ 6 Representations and Warranties

1. **Limited LCIA** is provided “as is”. It is within the responsibility of **ISCC 205 Greenhouse Gas Emissions Report Reader** 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. **ISCC 205 Greenhouse Gas Emissions Report Reader** uses **Limited LCIA** at its own risk. **ISCC** 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. **ISCC** has made commercially reasonable efforts to reduce **Limited LCIA** being subject to the rights of third parties. However, **ISCC** expressly disclaims any representation that **Limited LCIA** is not subject to the rights of third parties. **ISCC 205 Greenhouse Gas Emissions Report Reader** shall notify **ISCC** immediately and in writing if any third party should assert an infringement claim against **ISCC 205 Greenhouse Gas Emissions Report Reader** in connection with **Limited LCIA**.

§ 7 Limitation of Liability

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

§ 8 Governing Law and Venue

1. Any general terms and conditions of **ISCC 205 Greenhouse Gas Emissions Report Reader** 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**.
