

End User License Agreement (EULA)

GFLI Database via GFLI's Data Publication

Preamble

- **This End User License Agreement (EULA) applies to the End User's ("End User", "you," or "your") use of the GFLI Database for non-commercial purposes, which is made available via GFLI's Data Publication (GFLI) at www.globalfeedlca.org.** The EULA also governs the relationship between you and GFLI with respect to use of the GFLI Database. Non-commercial use means that you may use the GFLI Database via GFLI's Data Publication for academic research or private study that does not serve, directly or indirectly, economic interest. You may also use processed, aggregated data, based on GFLI Database via GFLI's Data Publication as part of your marketing activities even if such activities may have a direct or indirect commercial objective.
- **If you wish to use the GFLI Database in a commercial manner (e.g. by incorporating data from the GFLI Database into your commercially sold tool, software, database or consultancy service for commercial purposes), then you must contact GFLI at info@agribusiness-service.nl and request a commercial license.** Examples of commercial use of the GFLI data are:
 - Any (software) tools – such as, but not limited to, LCA tools, carbon footprinting tools, tools for feed formulation, and farm data management tools – that you want to use for (potential) customers, e.g. if you represent a company that provides optimisation or data management software;
 - If you want to use the data to support your consultancy activities, for example in order to perform calculations to the benefit of your customers who pay for insight in animal production systems.
- Please be advised that if you breach this EULA by using data of the GFLI Database in a commercial manner or by making the GFLI Database wholly or partly available to third-parties, then you will be subject to the liquidated damages provision contained in Section 10 of the EULA.
- End Users should save this EULA on a permanent data carrier – for later inspection – and print it before starting to use or gain access to GFLI's Data Publication.
- In case of a breach of this EULA, GFLI may undertake legal actions to recover damages from End Users.

1. Definitions

The following terms shall have the following meaning:

Commercial Use	:	Uses that are not allowed under this EULA: Resale of all or any portion of the GFLI Database; inclusion of GFLI data (wholly or partly) into commercial LCA databases and/or software (e.g. SimaPro, GaBi, etc.) directly by a software owner for sale of data to user base (unit process data needed); inclusion of GFLI data into industry-specific platforms directly by the tool or software developer. Use of the GFLI data in software tools that you want to use for customers or the use of GFLI data to support your consultancy activities are also not allowed. See also sections 3.2 and 3.3.
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Data Provider	:	A natural or legal person that under an agreement delivers data to GFLI.
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End User or You(r)	: You, a natural person (e.g. an employee or student), whose legal entity e.g. an organization or university is licensed by GFLI or one of its agents or resellers to use the GFLI Database in accordance with the EULA.
EULA	: This End User License Agreement.
GFLI	: Global Feed LCA Institute, a non-profit corporation incorporated in Washington, D.C. and subject to the laws of the District of Columbia (USA), with its principal place of business in the Commonwealth of Virginia.
GFLI's Data Publication	: Collection of datasets compliant with GFLI methodology consisting of third-party databases and distributed by GFLI as a public database.
In Writing	: By paper or electronic means such as fax and/or e-mail.
Intellectual Property Rights	: All intellectual property rights recognized by any government anywhere in the world, including 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, to the greatest extent permitted by law, including those subsisting in inventions, designs, drawings and computer programs.
Non-Commercial	: Uses that are allowed under this EULA, including (but not limited to): Organization Product LCA for purposes such as: internal benchmarking; hot spot analysis; scenario analysis, including risk analysis and mitigation for specific ingredients; internal and external marketing and communication of LCA results; communicating impacts to value chain. Industry-level LCA benchmarking and associated guidance for environmental impact reduction through best practices, innovative feed ingredient, etc. Third-party LCA by NGOs and academia. Use of processed, aggregated data, as part of your marketing activities is allowed even if such activities may have a direct or indirect commercial objective. See also section 3.1.

2. EULA

2.1 Subject to compliance with the terms of this EULA, GFLI grants the End User a personal, non-exclusive and non-transferable license to use the GFLI Database which is made available via GFLI's Data Publication.

3. Scope of the EULA

3.1 End User is entitled to use data of the GFLI Database for his/her personal and non-commercial use. This personal use means to the benefit of his/her own reports (e.g. studies, results and digital, interactive presentations), including the performance of calculations and decisions based on the data of the Database whether or not End User will use these calculations or decisions in his/her own reports. (See the definition of "Non-commercial" in Section 1.)

3.2 Other than the granting of rights as set forth in article 3.1, End User is restricted to perform any other acts in relation to the Database or the data contained in the Database. Therefore – among other things – the End User may not: distribute, rent, loan, lease, sell, sublicense, assign or transfer all or any portion of the GFLI Database, or any rights granted in this EULA, to any other person or entity; or commercially create derivative works such as add-ons based on the

GFLI Database, or copy or process any data of the GFLI Database for any purpose other than the permitted use as set forth in article 3.1. (See the definition of “Commercial” in Section 1.)

3.3 In no event shall the End User reproduce, disseminate or publicly display the GFLI Database 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.

3.4 If You breach this EULA (e.g. by using data of the GFLI Database in a commercial manner (articles 3.1 – 3.2 of this EULA) or by making the GFLI Database wholly or partly available to third-parties (article 3.3 of this EULA)), then You agree You are liable to GFLI for the liquidated damages specified in Article 10 of this EULA.

4. Intellectual property rights

4.1 The datasets that make-up the GFLI Database remain the Intellectual Property of the Data Providers. This means that while the Data Providers grant usage rights to the GFLI, the Data Providers continue to own all rights, titles and interests, including but not limited to Intellectual Property Rights, in and to the datasets they have contributed to the GFLI Database, which are incorporated in GFLI’s Data Publication.

4.2 Any Intellectual Property Rights related to the GFLI Database are the exclusive property of the Data Providers.

4.3 Nothing in this EULA constitutes a transfer of any of the Data Providers’ Intellectual Property Rights to End User.

5. Guarantees and warranties

5.1 The GFLI Database, made available via GFLI’s Data Publication, is provided "as is" without GFLI’s or a 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.

5.2 GFLI shall have no obligation towards End User whatsoever, such as obligations with regard to installation, updates, technical support and/or maintenance of the GFLI Database.

5.3 Despite GFLI’s efforts to ensure that (parts of the) GFLI Database are not covered by rights of third parties, GFLI cannot warrant that third parties are able to enforce their rights or to make claims in relation to the GFLI Database. End User shall inform GFLI immediately In Writing if it becomes aware of such third-party claims. Parties shall then discuss the merits of the third parties’ claims and how to deal with these claims.

6. Limitation of Liability

6.1 The entire risk as to the use, quality, and performance of the GFLI Database is with the End User.

6.2 The GFLI Database is made available to End Users via GFLI’s Data Publication free of charge without any warranty of any kind. Consequently, GFLI as well as any Data Provider are not liable towards End User for any damages in relation to this EULA and/or the GFLI Database.

6.3 GFLI will not be liable for any loss, claim or damage that results directly from foreseeable and avoidable circumstances, for which GFLI may be held culpable and which relate directly to this License as well as any indirect loss, claim or damage, or any (if applicable) punitive, special, incidental or consequential damages of any kind (including but not limited to lost savings or loss or corruption of data); or any loss of profit (whether direct or indirect), in each case whether based in contract, tort (including negligence), strict liability, or otherwise – either caused by GFLI or any third-party – which arises out of or is in any way connected with any use of GFLI’s Database or this EULA, even if GFLI has been forewarned of the possibility of such loss or damage.

6.4 If the limitations of liability as stipulated in articles 6.1 – 6.3 are ruled in a court of law unreasonable or onerous, then GFLI’s liability is explicitly limited to the amount paid by its

insurance company, if covered. If GFLI's insurance coverage does not pay any damages, the total liability is limited to a maximum amount of one thousand dollars including interest (\$1,000.00).

- 6.5 Nothing in this EULA limits or excludes GFLI's liability for death or personal injury intentionally caused by GFLI's management or due to GFLI's deliberately reckless management and any other liability which may not by law be limited or excluded.

7. Changes

7.1 GFLI reserves the right to revise and update this EULA periodically.

7.2 New EULAs, such as changed or modified EULAs, shall be provided to You. You may be enabled to agree or decline to the terms as set forth in the revised EULA. If you decline to accept the new terms set forth in any revised versions of the EULA, you will not be permitted to access the GFLI Database.

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 GFLI Database.

8.2 GFLI may terminate or suspend the license as laid down in this EULA at any time with or without cause.

8.3 The license as laid down in this EULA shall automatically terminate with an immediate effect if the End User is in breach of the EULA. This termination shall not prevent GFLI from claiming any further damages or equitable relief.

9. Choice of Law and Venue

9.1 The validity of the EULA, its construction, interpretation, and enforcement, and the rights of the parties hereto shall be determined under, governed by, and construed in accordance with the laws of the District of Columbia (USA).

9.2 The Parties agree that all actions or proceedings arising in connection with the EULA shall be tried and litigated only in the state and federal courts located in the District of Columbia.

10. Liquidated Damages for Unauthorized Commercial Use

10.1 An End User's unlicensed Commercial Use (as defined in Section 1 of the EULA) of the data contained in the GFLI database is a material breach of the EULA. Both parties agree and understand that an unlicensed Commercial Use of the GFLI database will cause GFLI significant commercial harm that is difficult to quantify or prove precisely and that it would be either inconvenient or not feasible to ascertain an adequate remedy. As such, the parties stipulate that End User will be liable for liquidated damages of 100,000 Euros for each instance where an End User acting in a commercial manner makes the GFLI Database wholly or partly available to third-parties. Also, the Parties stipulate that End Users will be liable for liquidated damages of 10,000 Euros for each day such breach continues.

10.2 End User agrees that the liquidated damages specified in Article 10.1 do not preclude GFLI's right to claim damages, such as disgorgement of ill-gotten gains, from End User. In addition, GFLI may seek injunctive relief against End User to cease the unlawful publication of GFLI data.

10.3 In the event a court of competent jurisdiction holds End User liable for breach of contract (including unauthorized commercial use), End User agrees to reimburse GFLI for all attorney's fees and costs arising from the matter.

11. Miscellaneous

11.1 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), choice of law and venue (article 9), and liquidated damages for unauthorized commercial use (article 10).

- 11.2 If any provision of the EULA is held invalid or unenforceable, that provision will be construed to reflect GFLI's original intent. Despite the invalidity or unenforceability of such provision, all other provisions will remain in full force and effect.
- 11.3 If GFLI does not exercise or enforce any legal right or remedy, this will not constitute a formal waiver of GFLI's rights.
- 11.4 This EULA supersedes all previous agreements and licenses, verbal or written, regarding any dealings with respect to the subject matter of this EULA.
- 11.5 The headings contained in this EULA are for reference purposes only and shall not affect in any way the meaning or interpretation of this EULA.
