End User License Agreement
Agri-footprint® via openLCA

Version May 2017

Preamble

- This End User License Agreement (EULA) applies to Your use of Blonk's Database which is made available via GreenDelta's Software called "openLCA".
- Blonk owns all Intellectual Property Rights with regard to its Database. Blonk licensed GreenDelta to make the Database available to End Users via openLCA and to provide End Users with a sub license with regards to the Database, as laid down in this EULA.
- In case of a breach of this End User License Agreement, Blonk is eligible to undertake legal actions to End Users.
- End Users should save this End User License Agreement on a permanent data carrier – for later inspection – and print it before starting to use or gain access to Blonk's Database.

1.   Definitions

The following capitalized terms shall have the following meaning:

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 PJ) Gouda at the Gravin Beatrixstraat 34;
Database	:	Any collection of independent works, data or other materials arranged in a systematic or methodical way and individually accessible by electronic means, produced by Blonk as a non-public database and designated by Blonk as the Agri-Footprint Database®;
End User or You(r)	:	You, a natural person, e.g. an employee or student, whose legal entity e.g. an organisation or university is licensed by GreenDelta or one of its agents or resellers to use Blonk's Database in accordance with the EULA;
EULA	:	This End User License Agreement;
In Writing	:	By paper or electronic means such as fax and/or 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;
GreenDelta	:	GreenDelta, a private limited company organized under the laws of Germany, with its principle place of business in (13349) Berlin at the Müllerstrasse 135;
openLCA	:	The software provided by GreenDelta to the End User, under the name openLCA.

2.   EULA

2.1   Subject to compliance with the terms of this EULA, Blonk grants the End User a personal, non-exclusive and non-transferable license to Use Blonk's Database which is available via openLCA.

3.   Scope of the EULA

3.1   End User is entitled to use data of the Database for his/her personal 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.

3.2   In all cases the End User is obliged to expressly state that the Database and/or data of the Database are supplied by Blonk.

3.3   Other than the grants 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, (sub) license, loan, lease, sell, sublicense, assign or transfer all or any portion of the Database, or any rights granted in this EULA, to any other person or entity;
- create derivative works such as add-ons based on the Database or copy or process any data of the Database for any purpose other than personal use as set forth in article 3.1.;
- release/disseminate interactives models, or the function of such an interactive model, which uses the Database, or parts of the Database, to entities which are not End Users of the Database.
- wholly or partly copy or distribute data of the Database or the Database itself and use these copies externally in any form to, for instance, implement the data of the Database into other databases or other software packages.

3.4   Without prejudice to article 3.3, in no event shall the End User reproduce, disseminate or publicly display the 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.

4.   Your personal data

4.1   Blonk has empowered GreenDelta by right of representation to conclude this EULA between Blonk and you, that is the End User. Therefore, GreenDelta processes your e-mail address, name and potentially other personal information you have provided as these data are necessary for the performance of this EULA. These personal data, which you have provided voluntarily, will be transferred to Blonk as the contracting party.

4.2   With regard to the processing of your personal data, Blonk acts as the data controller. Consequently, you can file a request to Blonk if you want to exercise your right of access to and the right to rectify your personal data. You can file these requests via: [info@agri-footprint.com].

4.3   Please be advised that Blonk may send e-mail messages addressed to you, as a customer. If you do not want to receive such e-mail messages, then you can inform Blonk about this via: [info@agri-footprint.com]. In any case, you will be able to opt-out from unsolicited e-mail messages.

5.   Intellectual property rights

5.1   The Database remains the Intellectual Property of Blonk. This means that Blonk owns all rights, titles and interests, including but not limited to Intellectual Property Rights, in and to the Database.

5.2   Any Intellectual Property Rights related to Database are the exclusive property of Blonk.

5.3   Nothing in this EULA constitutes a transfer of any of Blonk's Intellectual Property Rights to End User.

5.4   End User shall not use Blonk's trademarks other than the obliged reference to its trademarks as stipulated in article 3.2.

6. Guarantees and warrantees

6.1   The Database made available via openLCA is provided "as is" without Blonk'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.

6.2   Blonk shall have no obligation for the installation, technical support and/or maintenance of the Database towards End User.

6.3   Despite Blonk's efforts to ensure that (parts of the) Database are not covered by rights of third-parties, Blonk cannot warrant that third-parties are able to enforce their rights or to make claims in relation to the Database. End User shall inform Blonk 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.

7. Liability

7.1   The entire risk as to the use, quality, and performance of the Database made available in openLCA is with the End User.

7.2   The total liability of Blonk is limited to the amount paid by its insurance company. If the insurance company does not pay any damages, the liability is limited to a maximum amount of one hundred Euros including interest (€ 100.00).

7.3   Nothing in this EULA limits or excludes Blonk's liability for death or personal injury intentionally caused by Blonk's management (Dutch: "*opzet*") or due to Blonk's management deliberate recklessness (Dutch: "*bewuste roekeloosheid*") and any other liability which may not by law be limited or excluded.

7.4   Limitation's to GreenDelta's liability may apply as set forth in separate terms and conditions with regard to the use of openLCA.

8. Changes

8.1   Blonk reserves the right to provide new terms of this EULA.

8.2   New EULA's, such as changed or modified EULA's, shall be provided to You. You shall be enabled to agree or decline to the terms as set forth in the changed or modified EULA.

9. EULA term and termination

9.1   This license is granted on a perpetual basis and shall be effective on the moment You use the Database. This includes new releases or updates of the Database made by Blonk. Database releases or updates that fall outside of the scope of the License Agreement, also fall outside the scope of this EULA. This means that You will not be able to use data of new Database releases updates or are in any way entitled to those release and updates.

9.2   Blonk may terminate or suspend the license as laid down in this EULA at any time without any cause.

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

10. Applicable law and competent court

10.1   This EULA shall be exclusively governed by the law of the Netherlands.

10.2   Any disputes relating thereto will be held before the competent court in The Hague, The Netherlands.

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 5), Guarantees and warrantees (article 6), Limitations of Liability (article 7) as well as Applicable law and Competent Court (article 10).

11.2   If any provision of the EULA is held invalid or unenforceable, 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.

11.3   If Blonk does not exercise or enforce any legal right or remedy, this will not constitute a formal waiver of Blonk'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.

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