

## GaBi Academy Software and Data Special Terms and Conditions

- 1) The license to the Products under this Order Form grants certain Authorized Users different rights in relation to the Products. For the term of this Order Form the following additional definitions shall apply.

“Named Users” means (i) license usage by Client will be measured on a per user basis; (ii) for each User license, only one Authorized User shall have a unique user-name and password to use the Product; and (iii) the maximum number of Authorized Users who may access or use the Product shall not exceed the number of Named User Licenses described on this Order Form. Client may replace Named Users to reflect personnel changes, provided that Client uses commercially reasonable efforts to limit the annual frequency for activating/deactivating Named Users.

“Database” means a technical container large organized collection of data that is used as a method of storing, managing and retrieving information sold or licensed to the Client in the scope defined in the Order Form.

“Database Content” means data and information (especially but not limited to datasets, LCA-Models, impacts, libraries) held by or stored in the Database that is made available to the Client by Sphera. Database content does not include data and information of Client.

“Academy version” means the licensing of Products with the agreed upon number of Named User licenses delivered by Sphera during the agreed upon duration for exclusively for the use for academical purposes with the exclusion of projects which are financed by companies. Sphera retains the right to reject an application or cancel a license if it is suspected that the license is being, or will be, used inappropriately especially for commercial purposes.

- 2) The definition of Sphera Property in Section 1.11 of the General Terms and Conditions is hereby expanded to include Database and Database Content.

3) Right to Use:

- Client’s rights and restrictions on use of the Software and Data Products set forth in Section 3 of the Data and Software Exhibits are hereby extended to use of the Database and Database Content.
- Instructions of use, documentation and other written materials which Sphera creates within the scope of contract fulfillment are given to the Client upon request in copy for contractual usage for the Client’s own purposes if the owed Fees have been paid.
- The Client is not allowed to duplicate the documents obtained from Sphera within the scope of contract fulfilment, except for the Client’s own purposes. Client is only allowed with prior written consent of Sphera to forward these documents to third parties who are not part of the Client company. Upon termination of the Agreement or this Order Form, the Client has to immediately return the documents and materials given during the term of this Order Form. Any copies are to be deleted.
- Sphera hereby grants to Client, and Client hereby accepts, a limited, nonexclusive, non-transferable, no assignable, right and license to use any Database Content and results containing Database Content for Client’s Permitted Use only. The Client is not entitled neither for internal nor external purposes, to transfer copy or use the Database Content in part or in whole or results that contain Database Content into other Software, tools, Applications or Programmes (e.g. Excel) nor is Client entitled to create separate databases (e.g. Excel table) by calculating results on the basis of the Database Content. The restriction does not apply in the event the results solely consists of Client data and were calculated by using the GaBi Software.
- Client may only publish results that contain Database Content, under the restriction that Database Content is anonymized and aggregated such that the individual value contributing to the aggregated result cannot be mathematically separated or extracted and Client credits to Sphera in the following form: “Includes content supplied by [NAME of Sphera COMPANY or its third-party provider].; Copyright (publication year).
- In no event shall Client sell, lease, transfer, sublicense, or otherwise make available, or permit access to the Database Content/results containing Database Content or any portion thereof to any third party.

- 4) Sphera provides Maintenance for the current version of the Software Products. The delivery of new additional modules with new functional areas will be contracted separately and for the applicable Fees. Updates/upgrades will be delivered in an executable code to the Client per automated download or per e-mail, or if desired, per data storage medium at Sphera’s option.

- 5) In the event access to the GaBi ecoinvent Product is included on the Order Form, the following terms and conditions apply. The Products were developed by using proprietary software and open source software and they contain proprietary as well as open source software tools. The GaBi-database contains Information, Data and Datasets of third Parties (“Third Party Content”), especially from the Database of ECOINVENT ([https://ecoinvent.org/wp-content/uploads/2022/04/ecoinvent\\_new-db-eula\\_01\\_04\\_2022.pdf](https://ecoinvent.org/wp-content/uploads/2022/04/ecoinvent_new-db-eula_01_04_2022.pdf)). The usage of Third Party Content is generally restricted in the same way as Sphera Proprietary content as under the Sphera T&Cs. Nevertheless the usage of third Party content may be restricted by the third party. In this event Sphera will mark such content as Third Party Content in an adequate manner. Upon Client’s request Sphera will provide the additional license terms for Third Party Content. However, if Third Party Content is publically available, e.g. data of the Greenhouse Gas Protocol, Client has the option to use data of the original source; in this case those authorization rights apply. To enable provision and use of Ecoinvent data there is a need to create an Ecoinvent licence. For these licences Sphera transfers personal data to Ecoinvent. This transfer contains Client’s company designation, Client contact’s first and last name, Client’s business address, and Client contact’s business email address. Further information on Client rights, especially those related to revoke Client’s consent and demand deletion of Client’s personal data, can be found on Sphera’s website via <https://www.sphera.com/data-processing-policy>.