

End User License Agreement (EULA) for the Social Hotspots Database and System and the SHDB Datasets

§ 1 Preamble

This EULA represents a contract between NewEarth B, legally representing the Social Hotspots Database (SHDB) and you as an individual or legal person as end user of an SHDB license.

Please read this EULA carefully before using any version of the SHDB Database or any SHDB Dataset.

By using the SHDB Database or using any SHDB Dataset, end user of licenses agrees to be bound by the terms of use of this EULA.

Full documentation on the Social Hotspots Database V2 is available online on the SHDB membership website.

Attribution:

Benoit Norris, Catherine, Norris, Gregory A., Aulisio, Deana. 2013. The Social Hotspots Database V2, New Earth.

§ 2 Definitions

EULA means End User License Agreement of any version of the SHDB Database or any SHDB Dataset.

NewEarth B means a Maine B corporation with offices located in York, Maine hereinafter referred to as Licensor.

SLCA means Social Life Cycle Assessment.

SHDB Database means the Social Hotspots Database and System containing SHDB Datasets. The SHDB database may be access through the SHDB website (www.socialhotspot.org) or through licenses available for different software systems.

The SHDB Database covers any version of the database that any end user has access to.

SHDB Dataset means the individual Life Cycle Inventory data in the SHDB Database, each representing the economic relationships and labour intensity estimates (when relevant) as well as the social risk and opportunity data for a specific country and or human activity, in whatever form (electronic, paper, website) they may be accessed by the end user.

End user represents an individual or legal person using the SHDB Database or any SHDB Dataset as a single user on an individual computer or as a multi-user on several individual computers or a workstation.

End user are hereinafter referred to as Licensee.

Licensor and Licensee are hereinafter referred to as Parties.

Reseller means a supplier of LCA Software with the SHDB Database.

GTAP means the Global Trade Analysis Project, Purdue university.

§ 3 Scope of this EULA and subject matter

1. The SHDB Database or any SHDB Dataset are solely owned by Licensor or any other Licensor's data supplier such as GTAP. They are only licensed, not sold.
2. The SHDB Database as well as any SHDB Dataset are protected by national and international copyright laws and treaties. Licensor reserves all intellectual property rights, including copyrights and trademark rights.
3. This EULA shall apply to all contractual relationships in which a Licensee acquires a license for the use of the SHDB Database or any SHDB Dataset directly from Licensor or via a Reseller.
4. Subject to the terms of use set forth in this EULA, Licensor grants to Licensee the right to use the SHDB Database or an SHDB Dataset under the conditions as set hereinafter.
5. Conditions on the Use and Supply of the SHDB
 - 1) The license is granted to the licensee who is responsible for the proper use of the license. Licensor must be notified of any changes to the name and/or address of the licensee.
 - 2) The SHDB may only be used by the person or Licensee's employees to whom the membership is granted, and shall not be copied for use by other organizations or individuals.
 - 3) Acknowledgments of the SHDB must be made by citing the reference listed above in section 1 whenever the SHDB is used.

§ 4 License fees

a) End user

1. The payment for the transfer and use of the SHDB Database or SHDB Dataset of the respective version and license type is subject to the price list valid at the time of the order or subject to a written agreement between Licensor / Reseller and Licensee regarding the price.
2. After payment, the license files are sent to Licensee, allowing access to the corresponding SHDB Database or SHDB Dataset.

§ 5 Validity of License

1. Upon purchase, Licensee obtains a nonexclusive, worldwide, royalty-free, perpetual license to the current (as of the date of the Order) version of the SHDB Database or specific SHDB Dataset.
2. Licensee obtains access and the license extends to any updates published for the licensed version of the SHDB Database or the SHDB Dataset during the term of the Service Contract for which Licensee has paid the annual service fee. In the event that Licensee does not purchase the Service Contract for three (3) or more years, Licensee may only obtain the most up-to-date version of the SHDB Database or SHDB Dataset by purchasing a new license.
3. After updates are published, Licensee may continue using prior versions of the SHDB Database or any specific SHDB Dataset for which it is licensed; provided, however, that Licensor does not guarantee continued access to or support for such prior versions.

§ 6 Rights of Licensee

1. As between the Parties, Licensor reserves all rights in and to the SHDB Database or to a specific SHDB Dataset. Licensee is granted a right to use the SHDB Database or a specific SHDB Dataset as set forth in this EULA, unless additional rights to use are explicitly granted in a written document.

2. Licensee is granted a non-exclusive license to use the licensed version of the SHDB Database portal only as set forth in this EULA.

3. Licensee is entitled to use the SHDB Database for an unlimited number of commercial or educational projects and reports. Data shall be quoted herein by attributing as source the corresponding SHDB Database and/or the corresponding version of the SHDB Dataset as specified in Section 1.

§ 7 Restrictions of use

1.a. The use of a single-user license is connected and limited to one identified person.

2. Licensee is not entitled to use the SHDB Database or the SHDB Dataset by preparing extracts, or for any further commercial purposes.

3. Licensee is not entitled to reproduce, disseminate or publicly display any significant portions of the SHDB Database or the SHDB Datasets.

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6. Licensee is not entitled to assign the SHDB Database or the SHDB Dataset as a whole or any portions thereof to any third party.

§ 8 Other rights of Licensor

1. Licensor reserves any other rights regarding the use and exploitation of the SHDB Database, e.g. the right to add additional features or functions, or to provide programming fixes, updates and upgrades, to the SHDB Database.

2. Licensor has no obligation to make available to Licensee any subsequent versions of an SHDB Dataset, except when Licensee has continuously paid the annual service fee for updates.

§ 9 Validity and material defects of SHDB Database or an SHDB Dataset

It is within the responsibility of Licensee to verify and to assess the validity and integrity of the SHDB Database or the SHDB Dataset prior to its use and to decide whether or not it fits for the intended use.

§ 10 Limitation of Liability

1. Licensor shall only be liable for damages occurring on willful intent or gross negligence.
2. Licensor shall not be liable for any material defects/damages, including consequential damages, loss of income, business or profit, special, indirect or incidental damages due to the use of SHDB Database or any SHDB Dataset.
3. Licensor's liability for material defects is restricted to those taking place during the transfer of the SHDB Database or any SHDB Dataset from the original source to Licensee.
4. Licensee must assume the entire risk of using the SHDB Database or any SHDB Dataset.
5. Licensor's liability arising out of this EULA will not exceed the amount actually paid or payable to Licensor under this EULA.

§ 11 Guarantees / Warranties

1. Licensor disclaims all warranties, expressed or implied, including, but without limitation, the warranties of merchantability and of fitness for any purpose of SHDB Database or any SHDB Dataset.
2. Licensor guarantees the operability of the currently available version of the SHDB Database.
3. Licensor has made all efforts possible to avoid SHDB Datasets being subject to the rights of third parties, in particular that its use does not infringe patents, copyrights or other intellectual property rights of third parties. However, Licensor does not guarantee that SHDB Datasets are not subject to the rights of third parties. Licensee shall notify Licensor immediately and in writing if any third party should assert an infringement claim against Licensee in connection with the SHDB Database.
4. Licensor does not guarantee the accuracy, completeness, correctness, non-infringement of third party rights or fitness for a particular purpose of information available from the currently available version of the SHDB Database.
5. Licensor does not guarantee that the technical details of the SHDB Database are suitable for a specific purpose beyond the specifications in the SHDB document and quality guideline.
6. In case of programming errors (e.g. technical corruption) limiting the usability of the currently available version of the SHDB Database, membership may be extended to cover the period of lost access.

§ 12 Severability Clause

1. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the validity or enforceability in that jurisdiction or any other provision of this Agreement shall not be affected. The concerned provision is superseded in accordance with the legal laws.
2. Instead of an invalid provision, a valid provision shall be deemed to be agreed which comes economically closest to what the parties intended; the same applies in the case of an omission.

§ 13 Changes of this Agreement

- 1 Licensor reserves the right at its discretion to change, modify, add or remove terms of use of this EULA at any time.
2. Any change, modification, addition or removal of the terms of use of this EULA must be notified to Licensee as soon as possible. Such notification will be done by announcement in

combination with the next update of SHDB Database or SHDB Dataset.

3. If requested by Licensor, Licensee will have to agree on such change, modification, addition or removal of the terms of use of this EULA before use of the latest version of SHDB Database or SHDB Dataset will be allowed again. In case of a missing renewed consent by Licensee, any further use of SHDB Database or SHDB Dataset will be automatically denied without any right of compensation or reimbursement of payment being due.

4. In case of modifications and changes of any national or international legal framework having compulsory effect on this EULA as well as on the provision of any contractual duties, rights and services formerly negotiated between Licensor and Licensee, Licensor shall be allowed to change this EULA without explicit consent of Licensee.

§ 14 Termination

1. Licensor reserves the right to terminate this EULA at any time without consent of Licensee. Termination shall automatically become effective one month after notification to Licensee has taken place.

2. Licensor may terminate this EULA with immediate effect if Licensee fails to comply with any term or condition of this EULA. In such event, Licensee must destroy all copies of the provided SHDB Database or any SHDB Dataset.

3. The use of SHDB Database or SHDB Dataset will be automatically terminated in case of Licensee denies renewal of consent to this EULA.

§ 15 Applicable Law and Court of Jurisdiction

1. All disputes arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendment and termination, shall be exclusively governed by US law.

2. The Court of Jurisdiction is Maine.

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