SOCIAL HOTSPOT DATABASE, VERSION 6, SimaPro ORDERFORM

End User License Agreement (EULA) for the Social Hotspots Database™, SHDB Datasets and SHDB web-based tools

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

If you do not accept this EULA, you are not allowed to use the SHDB Database or any SHDB Dataset.

Full documentation on the Social Hotpots Database V6 2025 is available online on the SHDB membership website and as a companion document to the license file.

Attribution:
Bennema, Monique, Norris, Gregory, Benoit Norris, Catherine. 2025. The Social Hotspots Database V6, NewEarth B

§ 2 Definitions

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

EULA means End User License Agreement of any version of the **SHDB Database**, **SHDB Dataset and SHDB web-based tools.**

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

S-LCA means Social Life Cycle Assessment.

SHDB Database means the Social Hotspots Database containing **SHDB Datasets**. The **SHDB Database** covers any version of the database that any **end user** has access to. The **SHDB Database** may be accessed through the SHDB website (www.socialhotspot.org), through licenses available for different software systems and Excel-based spreadsheets.

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, value-added data for a specific country and human activity, in whatever form (electronic, paper, website) they may be accessed by the end user.

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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 workstations. **End user** are hereinafter referred to as **Licensee**. `

Academic license means the right to use the **SHDB Database** or an **SHDB Dataset** on a computer (or workstation) at the **Licensee's** site for educational use only.

Licensee means **End user**

Licensor means **NewEarth B**

Parties means jointly **Licensor** and **Licensee**.

Reseller means a supplier of the **SHDB Database** or any **SHDB Dataset**.

GTAP means the Global Trade Analysis Project, Purdue university.

Studies and Reports means copyrightable materials.

§ 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. The **SHDB Database** as well as any **SHDB Dataset** are licensed at different license fees in different versions for professional use either as a single-user license on an individual computer or as a multi-user license on several individual computers or workstations at **Licensee's** site.

6. The **SHDB Database** as well as any **SHDB Dataset** can also be granted with different license fees as a single-user license on an individual computer or as a multi-user license on several individual computers or workstations for educational use at **Licensee's** site.

7. 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**.

8. 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.

9. Acknowledgments of the SHDB must be made by citing the reference listed above in section 1 whenever the SHDB is used.

10. Licensor has no obligation to make available to **End user** any subsequent versions of the **SHDB Database** (when there is no service contract in place)

§ 4 License fees

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. The license Fee is non-refundable

3. After payment, download information or SHDB web portal access information is sent to Licensee, allowing access to the corresponding **SHDB Database** or **SHDB Dataset.**

4. The **Licensee** shall keep the download access confidential and shall not disclose them to any third party

§ 5 Validity of License

1. Upon purchase, Licensee obtains a nonexclusive, worldwide, royalty-free, perpetual, or yearly license to the current (as of the date of the Order) version of the SHDB Database or specific **SHDB Dataset**.

2. The granted perpetual license is only valid for the current version of the SHDB Database or for a specific **SHDB Dataset** which has been purchased.

3. Against payment of an annual service fee, the **end user** or **end user of a perpetual license** obtains access to any published updates for the licensed version of the **SHDB Database** or the **SHDB Dataset** during the following 12 months period. Access to updates can only be obtained by continuous annual payment of the annual service fee or by purchase of a new license.

4. After updates are published, Licensee of perpetual license 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

SOCIAL HOTSPOT DATABASE, VERSION 6, SimaPro ORDERFORM

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** for the term of the subscription.

3. As a *single-user license*, **end user** is granted a non-exclusive license that may be assigned to use the licensed version of the **SHDB Database** on a single computer only as set forth in this **EULA**.

4. With a *multi-user license*, the **SHDB Database** may be implemented on several computers or workstations, provided that these computers or workstations are owned by the same **end user**.

5. **Licensee** is entitled to use the **SHDB Database** for professional or educational projects and reports depending on the license type purchased.

6. End user of an academic license is granted a non-exclusive license to use the **SHDB Database** on one or more computer(s) or workstations at the same University and to use it for an unlimited number of educational S-**LCA** projects and reports**.**

7. Academic licenses can't be used for non-educational projects.

8. End user of an academic license is responsible for ensuring that the **Database** accessed are used exclusively by the personnel and students at the University for educational, academic use.

9. 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. The use of a single-user license is connected and limited to one identified person (or one workstation/user).

2. The use of a multi-user professional license is connected and limited on geographic location. For subsequential/additional users, additional licenses need to be purchased at the price set by the most recent price list.

3. The use of a single or multi-user **academic license** is connected to one clearly defined **department** and educational institution. The right to use an **academic license** may be transferred to employees and students of the **Licensee** without further approval of the **Licensor**. Adequate measures must be taken by **Licensee** to ensure that all the employees and students involved understand the limits on the rights to use and that the **academic license** is for non-commercial personal and educational use only.

4. Professional licenses are limited to the use of one workstation/user restricted to one geographic location (Single-user license). For additional users, additional licenses (Multi-user license) need to be purchased at the price set by the most recent price list.

5. **Licensee** is not entitled to publish or make available to others derivative databases or datasets or database-like products using all or any portion of the **SHDB Database** or **Dataset,** or any derivation thereof. Publication of individual datasets and results are permitted within the scope of studies and reports provided that this not violate the legitimate business interests of the Licensor.

6. The number of studies and reports should not exceed 100/year

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

8. **Licensee is** not entitled to sell, rent, lease, loan, distribute, export, import, act as an intermediary or provider, or grant any kind of license rights to third parties regarding the **SHDB Database**, the **SHDB Dataset** or any portions thereof.

9. **Licensee** is not entitled to undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the **SHDB Database**, the **SHDB Dataset** or any part thereof except to the extent permitted by law. Provided, however, that nothing in the foregoing will be deemed to restrict Licensee from augmenting the **SHDB Database** or any **SHDB Dataset** with data of its own and using such combination. **Licensee** retains all right, title, and interest in and to its own data.

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

11. End user of an educational license is not authorized to use the **SHDB** for externally funded research projects of his institution.

§ 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 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 commercially reasonable efforts to reduce possible **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 documentation.

6. In case of programming errors (e.g. technical corruption) limiting the usability of the currently available version of the **SHDB Database**, the license 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.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY DOWNLOADING OR INSTALLING OR USING THE SHDB DATA, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO LICENSOR THE RIGHTS SET FORTH HEREIN.

Signature:

Name:
Organization:
Position:
Date: