ECODESIGN+
SERVICE AND LICENSE AGREEMENT

Version: 0.92

Effective Date: 30th of January 2026

Last Updated: 28rd[h] of January 2026

PREAMBLE

ECODESIGN company GmbH, a company registered in Vienna, Austria (hereinafter referred to as "**ECO**" or "**Provider**"), provides a web-based software tool called ECODESIGN+ for the assessment of Greenhouse Gas Emissions measured in the environmental impact category Global Warming Potential (GWP) occurring along the product life cycle – also called "Product Carbon Footprint (PCF)". [1]

By accessing, registering for, or using the ECODESIGN+ platform (hereinafter "**Service**" or "**Software**"), you (the individual, company, or organization) (hereinafter "**Licensee**" or "**User**" or "**you**") agree to be bound by this Service and License Agreement (hereinafter "**Agreement**").

If you do not agree to these terms, do not use the Service.

1. DEFINITIONS

"**Agreement**" – This complete document governing the relationship between ECO and Licensee.

"**Documentation**" – User guides, technical specifications, and training materials available at www.ecodesignplus.com.

"**Interface**" – The data processing connection established by ECO to enable data transfer between Licensee's systems and the Service.

"**Licensee**" – The individual, organization, or company entering into this Agreement with ECO.

"**License Fee**" – The subscription price agreed upon at the time of purchase.

"**Personal Data**" – Any information relating to an identified or identifiable natural person as defined by GDPR (EU Regulation 2016/679).

"**Product Carbon Footprint (PCF)**" – The Global Warming Potential (GWP) of the Greenhouse Gas Emissions quantified in mass CO_2 equivalent emissions associated with a product life cycle, calculated using the Service.

"**Service**" – The web-based software tool ECODESIGN+ and all features, tools, and data provided therein.

2. LICENSE GRANT AND SCOPE OF USE

2.1 Grant of License

ECO grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited right to use the Service during the License Term, subject to the terms and conditions of this Agreement.

2.2 Permitted Uses

Licensee may use the Service solely for the following purposes:

- Internal Training: Training of Licensee's employees or authorized representatives.

- Product Assessment: Calculating PCF/GWP for internal product development and improvement.

- Internal Communication: Using PCF/GWP results for internal organizational communication and decision-making.

2.3 Restrictions

Licensee shall NOT:

- Modify, adapt, or create derivative works of the Service, Software, or Documentation.

- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying logic.

- Assign, transfer, sublicense, or delegate its rights under this Agreement to any third party without ECO's prior written consent.

- Use the Service for any illegal, unlawful, or harmful purpose.

- Rent, lease, or provide the Service to third parties for commercial purposes.

- Extract or use the Database independently of the Service.

2.4 Intellectual Property Ownership

ECO retains all right, title, and interest in:

- The Service and all underlying technology, algorithms, and software.

- All Databases, inventory data, and calculation methodologies.

- All Documentation and training materials.

- All copyrights, patents, trademarks, and trade secrets.

Licensee shall not challenge, dispute, or infringe upon ECO's intellectual property rights.

2.5 Third-Party Data and Licenses

ECO has obtained all necessary third-party licenses and permissions required to provide the Service. Licensee acknowledges that the Service incorporates third-party data and shall comply with any applicable third-party license terms referenced in the Documentation.

3. PRODUCT CARBON FOOTPRINT CERTIFICATION AND COMMUNICATION

3.1 Permitted Communication

Licensee may communicate PCF/GWP assessment results (calculated using the Service) for internal purposes only without additional certification or compliance requirements.

3.2 External Communication and Third-Party Disclosure

If Licensee intends to communicate, publish, certify, or disclose PCF/GWP results to external third parties (including customers, regulators, or the public), Licensee must:

- Verify compliance with applicable external standards, certification schemes (e.g., ISO 14044, ISO 14040), and regulatory requirements.

- Obtain any required third-party certifications, claims of conformance, or independent verification.

- Ensure all necessary documentation and substantiation are provided.

- Comply with all applicable laws and industry standards governing carbon footprint communication.

ECO is not responsible for ensuring that the Service meets the requirements for external communication scenarios. Licensee bears sole responsibility for assessing whether the Service's output is suitable for Licensee's intended communication purpose.

3.3 Attribution Requirement

Any publication, communication, or external disclosure of GWP results must include the following attribution: "Calculated with the ECODESIGN+ software — http://www.ecodesignplus.com[Month/Year]"

4. SERVICE TERMS AND CONDITIONS

4.1 Service Description and Scope

The Service provides the following functionality:

- Combination of input data with values in a Database.

- Derivation of CO2 equivalent emissions associated with input data.

- Display and reporting of PCF/GWP results.

The Service is provided via a web-based Interface. Licensee's data is transmitted to ECO's data processing centre via the Interface. The specific functionality is described in the Documentation available at http://www.ecodesignplus.com.

4.2 Licensee Responsibilities

Licensee is solely responsible for:

- Obtaining and maintaining its own Internet connection and data processing systems.

- Ensuring its systems meet the technical requirements specified in the Documentation.

- Connecting its systems to the Interface in accordance with the Documentation.

- Backing up and retaining copies of data transferred to or through the Service.

ECO is not responsible for Licensee's Internet connectivity, system compatibility, or data backup.

4.3 Service Limitations

- ECO's service obligation is limited to providing access to the Service via the Interface.

- ECO is not responsible for the accuracy, completeness, or fitness of the Service or Database for any particular purpose.

- ECO may involve third parties in the provision of its services without prior notice to Licensee.

- Continuous system availability cannot be guaranteed for technical reasons.

4.4 Right to Modify Service

ECO reserves the right to:

- Make updates, modifications, or create new releases to the Service at any time.

- Change, add, or remove features or functionality from the Service.

- Modify the Database, calculation methodologies, or data sources.

ECO will endeavour to make changes in a way that does not materially limit the contracted services. ECO will notify Licensee of Major Updates or New Releases via email or written notice in a timely manner (minimum 30 days advance notice for material changes).

4.5 Support and Training

- ECO (or its reseller) will provide standard support for Licensee's use of the Service.

- Customization, adaptation of the Database, or development of specific functions beyond the standard Service are available upon request but are not included in this standard License.

- Additional support and customization services will be subject to separate agreement and additional fees.

5. LICENSE TERM AND DURATION

5.1 License Activation

The License Term begins on the date on which ECO sends Licensee the login credentials (username and password) for the Service (the "Activation Date"). A specific Activation Date is possible, Licensee must submit a written request to mailto:support@ecodesignplus.com prior to payment, clearly indicating the requested Activation Date.

5.2 Active License Period

Once login credentials are provided, the License remains active for the purchased duration without interruption, except as provided in Section 5.3.

5.3 License Extension Due to Service Disruption

In the event of technical problems, server downtime, or other Service interruptions that prevent Licensee from logging in or performing calculations, the License Term will be automatically extended by a period equal to the duration of the interruption.

5.4 License Renewal and Data Retention

- The Agreement is renewed automatically for one more licence period if not terminated according to Section 13.3.

- ECO will retain Licensee's software models, data, and calculation history for a minimum of 1 (one) month following License expiration.

- During this 1-month retention period, Licensee may request that ECO reactivates Licensee's models and data. This reactivation is done free of charge.

- After 1 month, ECO may delete Licensee's data without further notice, or alternatively reactivate Licensee's models and data applying an activation fee.

6. PAYMENT AND REGISTRATION

6.1 Right of Withdrawal

This Agreement is offered exclusively to business customers (B2B). No statutory right of withdrawal applies under Austrian Consumer Protection Law. Licensee confirms and warrants that it enters into this Agreement in its capacity as a business and possesses a valid UID/VAT number.

6.2 Fee Changes

- ECO may change License Fees or other terms upon timely written notice to Licensee.

- Fee changes become effective on the next billing date following receipt of the notice.

6.3 Invoice Payment Terms

Licensee shall pay all License Fees within 14 calendar days of receipt of invoice by bank transfer to ECO's designated bank account.

Payment Terms:

- Net payment without deductions.

- Electronic invoicing: ECO will issue invoices to Licensee's registered email address.

- Suspension: ECO may suspend Service access if payments are overdue by 30 days.

- Collection Costs: Licensee bears all reasonable collection costs and legal fees.

7. OBLIGATIONS AND RESTRICTIONS OF LICENSEE

7.1 Prohibited Activities

Licensee shall NOT and shall ensure that its authorized users do NOT:

- Attempt to obtain, access, or transfer information from the Service without authorization.

- Intervene in, tamper with, or allow others to tamper with the Service or ECO's systems.

- Attempt to gain unauthorized access to ECO's networks or infrastructure.

- Conduct any form of hacking, phishing, malware distribution, or cyber-attack against the Service.

- Violate any applicable laws, regulations, or the rights of third parties.

7.3 Data Compliance and Customer Notification

If Licensee transfers Personal Data (data relating to identified or identifiable individuals) to the Service on behalf of its own customers or end users:

- Licensee is responsible for obtaining all necessary prior authorizations and consents from data subjects (e.g., its customers) for the transfer of their data to ECO.

- Licensee is solely responsible for the legally compliant collection, storage, and transmission of Personal Data to ECO in accordance with GDPR (EU Regulation 2016/679) and applicable data protection laws.

- Licensee must provide its data subjects with a comprehensive Data Privacy Statement disclosing that:

    - Their data will be processed by ECO as a Data Processor.

    - The data will be used solely for PCF/GWP calculations.

    - Their data may be retained for compliance and archival purposes.

    - They have rights under GDPR, including the right to access, rectification, erasure, and portability.

- Licensee shall ensure its privacy notices are updated whenever this Agreement or the Privacy Policy is modified.

7.4 Credential Protection

Licensee shall:

- Protect its login credentials (username, password, API keys, public/private keys) with reasonable care.

- Keep credentials secure and confidential.

- NOT share, disclose, or transfer credentials to third parties without ECO's prior written consent.

- Immediately notify ECO of any unauthorized access or suspected security breach.

ECO will manage Licensee credentials securely and in accordance with the Privacy Policy.

7.5 Accurate Information and Notification Obligations

Licensee shall:

- Provide complete, accurate, and truthful information at the time of Agreement execution.

- Maintain a valid and accessible email address throughout the contractual relationship.

- Immediately notify ECO of any changes to:

    - Company information (legal name, address, contact details).

    - Email address.

- If Licensee fails to notify ECO of changes, ECO is not responsible for any resulting difficulties or disadvantages to Licensee.

8. WARRANTY, LIABILITY, AND DISCLAIMERS

8.1 Limited Warranty

ECO warrants only that:

- The Service will be provided in accordance with this Agreement.

- The Service will be provided using reasonable professional care and skill.

EXCEPT AS EXPRESSLY STATED ABOVE, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED.

8.2 Disclaimers

ECO expressly disclaims all warranties, representations, and conditions, whether express, implied, statutory, or otherwise, including:

- Fitness for a Particular Purpose: The Service is not warranted to meet Licensee's specific requirements or intended use.

- Accuracy and Completeness: ECO does not warrant that the Service, Database, or PCF/GWP calculations are accurate, complete, or free from inaccuracies or errors.

- Continuous Operation: ECO does not warrant that the Service will operate without interruption, errors, or defects, or that all defects will be corrected.

- Third-Party Compliance: The Service does not automatically comply with external standards, certification schemes, or regulatory requirements for carbon footprint communication.

8.3 Limited Liability

IN NO EVENT SHALL ECO BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR:

8.3.1 Excluded Damages

Any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to:

- Loss of use, access, or functionality.

- Loss of profits, revenue, or business opportunity.

- Loss of data or information.

- Loss of business or goodwill.

- Business interruption or disruption.

- Costs of procurement of substitute goods, services, or technology.

- Any damages arising from errors, omissions, inaccuracies, or defects in the Service or Database.

This limitation applies whether the damages arise from:

- Breach of this Agreement.

- Negligence or gross negligence.

- Strict liability.

- Tort, contract, or any other legal theory. Even if ECO has been advised of the possibility of such damages.

8.3.2 Liability Cap

ECO's total cumulative liability to Licensee arising from or relating to this Agreement, the Service, or any breach thereof shall not exceed the total License Fees paid by Licensee in the 12 months preceding the event giving rise to liability.

If Licensee has not been a customer for 12 months, liability shall not exceed the License Fees paid by Licensee to date.

8.3.3 Essential Purpose Exception

These liability limitations shall apply notwithstanding any failure of any exclusive or essential purpose of any remedy, except where such limitations are prohibited by mandatory law.

8.4 Force Majeure

ECO shall not be liable for any failure or delay in performing its obligations under this Agreement caused by events beyond its reasonable control, including:

- Natural disasters, earthquakes, floods, storms, or acts of nature.

- Strikes, lockouts, labor disputes, or supply chain disruptions.

- Epidemics, pandemics, or public health emergencies.

- Disruption of telecommunications, electrical power, or Internet infrastructure.

- Cyberattacks, malware, or data breaches (except those caused by ECO's negligence).

In the event of Force Majeure, ECO will provide Licensee with prompt notification and will use reasonable efforts to mitigate the impact and restore service.

8.5 Internet and Telecommunications Failures

ECO is not liable for errors, interruptions, or delays resulting from:

- Telecommunications failures or Internet outages beyond ECO's control.

- Line congestion, overload, or network bottlenecks.

- Licensee's Internet Service Provider failure or degradation.

- Licensee's system configuration or compatibility issues.

8.6 Data Loss and Backup

ECO is not liable for replacement, recovery, or restoration of Licensee data in the event of data loss, deletion, or corruption. Licensee is solely responsible for maintaining independent backups of all data transmitted to or stored in the Service.

9. CONTRACT MODIFICATIONS AND AMENDMENTS

9.1 Right to Modify Terms

ECO may modify this Agreement, the Documentation, or other terms of service at any time by providing written notice to Licensee via email or written communication.

9.2 Procedure for Modifications

- Notice of modification will be sent to the email address on file for Licensee.

- The modification becomes effective 6 weeks after receipt of the modification notice, unless Licensee objects in writing within that time period.

- If Licensee objects to a material modification, Licensee may terminate this Agreement without penalty.

- Material modifications include: changes to core functionality, significant fee increases (>30%), or changes to core limitations of liability or warranty.

- Non-material modifications (minor clarifications, administrative updates, corrections of errors) may take effect earlier or immediately at ECO's discretion.

9.3 Continued Use as Acceptance

If Licensee continues to use the Service after the modification period expires without objecting, Licensee is deemed to have accepted the modification.

9.4 Formal Requirements for Amendments

All amendments, modifications, or supplementary agreements to this Agreement must be made in writing or in text form (email) to be effective and binding.

10. GENERAL PROVISIONS

10.1 Third-Party Beneficiaries

This Agreement is entered into solely between ECO and Licensee. No third party has any rights or claims under this Agreement, except as expressly permitted herein.

10.2 Assignment and Delegation

- Licensee may NOT assign, transfer, or delegate its rights or obligations under this Agreement without ECO's prior written consent. Any attempted assignment without consent is void.

- ECO may assign this Agreement (or portions thereof) to a successor, affiliate, or third party providing substantially equivalent services, with notice to Licensee.

10.3 Third-Party Performance

ECO has the right to involve third parties (subcontractors, cloud providers, data processors) in the performance of its obligations under this Agreement. ECO will ensure all third parties maintain equivalent security, confidentiality, and compliance standards.

Licensee is not permitted to involve third parties in performing its obligations without ECO's express prior written consent.

10.4 Entire Agreement

This Agreement, together with the Privacy Policy and Documentation, constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior understandings, discussions, negotiations, and agreements, whether written or oral.

10.5 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction:

- That provision will be severed and shall not affect the validity or enforceability of the remaining provisions.

- The parties shall work together in good faith to replace the invalid provision with a new provision that achieves the original economic intent as closely as possible.

- If a regulatory gap exists, the parties shall adopt the provision that best reflects the parties' presumed intentions.

10.6 Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of that right or provision. Any waiver must be made expressly in writing by the waiving party.

10.7 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts (original + copies) and in electronic form (PDF, email, online acceptance). Electronic signatures and email acceptances are legally binding and enforceable.

10.8 Notices

Any formal notices required under this Agreement shall be sent to:

ECODESIGN company engineering & management consultancy GmbH

Address: Schwindgasse 4/2, 1040 Vienna

Austria

Email: support@ecodesignplus.com

Fax: +43 1 4035611 16

For Licensee:

The email address or mailing address provided by Licensee at registration.

Notices are effective upon receipt.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Governing Law

This Agreement is governed by and construed in accordance with the laws of the Republic of Austria, without regard to its conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

11.2 Jurisdiction and Venue

Exclusive Jurisdiction:

- Any and all disputes, claims, or legal proceedings arising from or relating to this Agreement shall be subject to the exclusive jurisdiction of the competent courts of Vienna, Austria (the registered office of ECO).

- Alternatively, ECO may elect to bring proceedings in the courts of Licensee's location at ECO's sole discretion.

- Licensee consents to the personal jurisdiction and venue of the Vienna courts.

11.3 Dispute Resolution Procedure (Optional – before litigation)

Prior to initiating formal legal proceedings, the parties agree to attempt to resolve disputes through the following process:

    1. Good Faith Negotiation: The parties' representatives shall meet (in person or via video conference) within 30 days of a dispute notice to negotiate in good faith.

    2. Escalation: If unresolved within 30 days, the dispute shall be escalated to senior management.

    3. Mediation (Optional): Either party may propose mediation or alternative dispute resolution (ADR) in Vienna, Austria.

    4. Litigation: If unresolved after 60 days, either party may initiate formal legal proceedings in the Vienna courts.

11.4 Cost of Litigation

Each party shall bear its own legal costs and attorney fees, except where a court orders otherwise.

12. PRIVACY AND DATA PROTECTION

12.1 Privacy Policy

Licensee's use of Personal Data and the Service's data handling practices are governed by ECO's separate Privacy Policy available at www.ecodesignplus.com. Licensee shall review the Privacy Policy and comply with its requirements.

12.2 Data Processing Agreement (DPA)

If Licensee transfers Personal Data to the Service, a separate Data Processing Agreement (DPA) may be required to comply with GDPR Chapter IV (Data Transfers). ECO will provide a GDPR-compliant DPA upon request.

12.3 GDPR Rights

Licensee and data subjects have rights under GDPR, including:

    - Right of access to Personal Data (Art. 15).

    - Right to rectification (Art. 16).

    - Right to erasure (Art. 17).

    - Right to restrict processing (Art. 18).

    - Right to data portability (Art. 20).

    - Right to object (Art. 21).

Requests for GDPR rights should be submitted to support@ecodesignplus.com.

13. TERM AND TERMINATION

13.1 Effective Date

This Agreement becomes effective upon:

- Licensee's acceptance of these terms (via payment of the licence fee), AND

- ECO's confirmation of acceptance via email or provision of login credentials.

13.2 License Term

The initial License Term is for the period specified by Licensee at purchase (e.g., 1 year, etc.).

13.3 Termination for Convenience

- The Agreement is renewed automatically for one more licence period but Licensee may terminate this Agreement at any time by providing written notice to support@ecodesignplus.com latest four weeks before the end of the current period. Termination will take effect at the end of the current billing period.

- ECO may terminate this Agreement upon 30 days' written notice to Licensee for any reason.

13.4 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if:

- The other party materially breaches this Agreement and fails to cure the breach within 30 days of receiving written notice.

- The other party becomes insolvent, bankrupt, or enters insolvency proceedings.

- The other party commits fraud or wilful misconduct.

13.5 Effect of Termination

Upon termination or expiration of this Agreement:

- Licensee's access to the Service will immediately cease.

- Licensee shall delete all copies of the Service, Documentation, and related materials.

- ECO will retain Licensee's data for 1 month as specified in Section 5.4.

- Licensee must pay all accrued fees and outstanding charges.

- Provisions that survive termination (Confidentiality, IP, Liability, Governing Law) shall remain in effect.

14. ADDITIONAL TERMS

14.1 Version History

| Version | Date | Changes |

| 1.0 | 1 February 2025 | Initial unified version merging EULA v1.1 and ToS v0.91 |

14.2 Acceptance of Terms

ACKNOWLEDGMENT:

By clicking "I Accept" during registration, by paying the licence fee or by using the Service, you confirm that:

- You have read and understood this entire Agreement.

- You are authorized to enter into this Agreement on behalf of your organization.

- You accept and agree to be bound by all terms and conditions herein.

- You acknowledge that you have reviewed the Privacy Policy and comply with it.

14.3 Contact Information

For questions, support, or to provide notice under this Agreement, contact:

ECODESIGN company GmbH
Email: support@ecodesignplus.com
Fax: +43 1 4035611 16
Website: www.ecodesignplus.com

END OF AGREEMENT