



bAwear Score IaaS (Information as a Service)

bAwear B.V.

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Terms of Use Tool

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Article 1. Definitions

The definitions, used in these bAwear Score Terms of Use will have the following meaning:

User Account:	the account enabling the User to access and use the Tool
Agreement:	the agreement between bAwear and the Customer or a Partner and a Customer on the basis of which the User is granted the right to use (a part of) the Tool and the Tool
Customer:	the legal entity that enters into the Agreement with bAwear or a Partner
User System:	any (element or combination of) software or hardware used by the User to access the Tool or the Data, including computer-, data- or telecom facilities and an internet connection
User Data:	data that are not part of the Data and that are processed by the Customer, whether or not as part of a dataset or database, using the Tool and/or the Data
Data:	all data (originally) contained in a database, dataset or data library that is offered within the Tool

IP Rights:	intellectual property rights, wherever in the world, whether registrable or unregistrable, registered or unregistered, including but not limited to copyrights and data base rights
IaaS:	the service of providing access to and use of the SimaPro powered Tool
Partner:	the party that is authorized by bAwear to resell services provided by bAwear
bAwear:	bAwear B.V.
bAwear Systems:	the infrastructure consisting of hardware and software that bAwear and its partners use to provide the Tool and the Data
Scenario:	a bAwear Score-defined set of variations of hotspots from an underlying model
Tool:	the standard online software application offered by bAwear under the name bAwear Score tool
User:	the user of the Tool and/or Data, working at the Customer's organization or at a third party's organization

Article 2. Applicability

2.1 Each and every use of the Tool and of (a part of) the Data is subject to these bAwear Score Terms of Use. Using the Tool or (a part of) the Data implies acceptance of these Tool Terms of Use.

2.2 bAwear Score reserves the right to change these Terms of Use unilaterally. The continuation of the right to use Tool and the Data is subject to acceptance of such amended Terms of Use.

Article 3. Limitations of use

Solely Users that have been granted a license by a Customer in accordance with the Agreement and that are registered by that Customer in accordance with the Agreement have the right to use the Tool and the Data. The extent of such use depends on the type of license obtained by the relevant Customer for that User.

Article 4. Guarantees of the User

4.1 The extent of the use of the bAwear Score Information as a service varies per User, depending on the type of license, obtained by the Customer for a User. A license may be provided for commercial purposes ('Business Package') or educational purposes ('Educational Package'). bAwear reserves the right to amend the functionality per license or rights of Users at its discretion.

4.2 The User guarantees:

- a) to use the Tool and the Data for own business purposes or educational purposes (depending on whether a 'Business Package' or 'Educational Package' is obtained) of the User's organization only;
- b) to refrain from using the Tool and the Data in any way that violates the legitimate business interests of bAwear, its third-party suppliers and Partners.

- c) to use the Tool and the Data in accordance with these bAwear Score Terms of Use and the instructions of bAwear or a Partner (if applicable) only, whether given in writing or orally;
- d) to comply with the provisions of end-user license agreements (EULA's) of third parties, if applicable in accordance with Article 4 of these bAwear Score Terms of Use;
- e) to refrain from publishing or making available to others derivative software, databases, data libraries or datasets or database-like products using all or any part/portion of the Tool or the Data;
- f) to refrain from sharing the Data (with the exception of the results of Scenarios) with any (legal) person that is not a User and in any event complying with the limitations that are set by bAwear and/or by the User that disclosed the Data;
- g) to protect access to the User Account by keeping the respective usernames, passwords and possible other credentials strictly confidential;
- h) to notify bAwear immediately from becoming aware of theft, loss or abuse of the credentials referred to under section or from becoming aware of any abuse of the Tool or the Data;
- i) to refrain from violating any copyright, database right or other intellectual property right of bAwear or any third party;
- j) to refrain from using the Tool and the Data in any way that causes, or may cause, damage to the availability or accessibility of the Tool or the bAwear Score data;
- k) to use the Tool and the Data in accordance with all applicable laws;
- l) to prevent bAwear or any party other than Users from accessing the Tool and the Data.

4.3 bAwear may assume that all actions undertaken from a User Account after logging in with a valid username and password are authorized and supervised by the User to whom the User Account was assigned, unless the User Account has (as (to the sole opinion of bAwear Score) sufficiently demonstrated by that User) been abused by a third party without any relation to a breach by that User of these Terms of Use or act of negligence by that User.

4.4 In the event of the occurrence of any of the following situations:

- abuse of the Tool or the Data; or
- a failure to accept these bAwear Score Terms of Use or of any amendment to these bAwear Score Terms of Use by a User; or
- a violation by the User of the obligations or guarantees set out in these bAwear Score User Terms; or
- a breach of the Agreement by the Customer that has ordered the license on which a right to use the Tool or the Data is based;
- the occurrence of a threat to the stability, continuity or security of the Tool or the Data for whichever reason;

bAwear may (in its sole discretion) intervene and take any measure it deems appropriate to end such situation from continuing, including but not limited to the termination of the use of the Tool or Data by a User and, in the event of a violation of the law, report such violation to the competent authorities, without any notice being required and without incurring any liability for damages of the relevant User or any other User.

4.5 bAwear is not liable for damages or costs as a result of transmission errors, interruptions or non-availability of the User System and User Data.

Article 5. Duration of the use in the event:

- a) of an occurrence as referred to in Article 4.3 of these bAwear Score User Terms; or
- b) that the Customer terminates the license on which the right to use the Tool or the Data is based;
- c) that the Agreement is suspended or terminated, for whichever reason.

bAwear has the right to immediately suspend or terminate the use of the Tool and the Data by the relevant User, without incurring any liability for damages, caused by such termination.

Article 6. Intellectual property

6.1 bAwear and/or its licensors hold all intellectual property rights pertaining to the Tool and the Data and all related Tool designs, specifications, interfaces and documentation. The User waives all (possible) intellectual property rights to the Tool, the Data and related Tool designs. The User shall not remove any proprietary notice of bAwear Score or its licensors from any copy of the Tool or the Data.

Article 7. Disclaimer

7.1 bAwear does not undertake any obligation to Users, such as an obligation to provide support regarding the use of the Tool or Data.

7.3 bAwear does not warrant that the Tool will run without interruption, or error free, virus free, or that the Data do not contain any inaccuracies or that information given by bAwear Score does not contain any errors. It is the sole responsibility of the User to take all steps to ensure that the Tool or Data do not damage User's information, the User Data, or the User System(s).

7.4 bAwear has the right to amend the Tool or release New Versions at any time. bAwear is not liable for any damages the User suffers as a result of such amendment(s) or release(s).

7.5 bAwear shall in no event be liable to User or any third party for any damages and/or loss, including, without limitation, indirect, special, punitive, or consequential damages including, without limitation, damages for loss of business, loss of profits, missed savings, loss due to business stagnation, loss of data, third party damages, loss of business information, arising out of or connected in any way with the use of, or inability to use the Tool or Data, irrespective of the grounds on which an action for damages might be based. The User explicitly waives any right to claim any damages from bAwear.

7.6 The User is liable towards bAwear for any and all damages that bAwear or any third party suffers as a result of the use of the Tool or as a result of a breach of these the bAwear Score Terms of Use or any end user license agreement of a third-party supplier. User will indemnify bAwear and hold bAwear harmless (Dutch: "vrijwaren") for any such damages.

Article 8. Choice of Law and competent court

These bAwear Score Terms of Use and any disputes arising out of or in connection with these bAwear Score Terms of Use shall be governed by the laws of the Netherlands. Any and all disputes that may arise between bAwear and a User shall be exclusively submitted to the competent court in Rotterdam, the Netherlands.