

IUCLID 6

End User License Agreement

13/6/2018



IUCLID 6 is developed by the European
Chemicals Agency in association with the OECD



Table of Contents

1. DEFINITIONS	2
2. RIGHTS GRANTED REGARDING THE SOFTWARE.....	4
3. USE OF THE SOFTWARE API	7
4. OWNERSHIP AND LICENSE.....	10
5. UPDATES	11
6. DISCLAIMER OF WARRANTY & LIMITED LIABILITY	12
7. TERM & TERMINATION	14
8. SUPPORT - HELPLINE.....	15
9. PRIVACY.....	16
10. MISCELLANEOUS PROVISIONS.....	17

PLEASE READ AND REVIEW THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, USING, COPYING OR DISTRIBUTING ALL OR ANY PORTION OF THE IUCLID SOFTWARE. BY DOWNLOADING, USING, COPYING OR DISTRIBUTING ALL OR ANY PORTION OF THE IUCLID SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR THE LIMITATIONS ON: USE CONTAINED IN ARTICLE 2 ; TRANSFERABILITY IN ARTICLE 2; WARRANTY IN ARTICLE 6; AND LIABILITY IN ARTICLE 6. IF YOU DO NOT AGREE, DO NOT USE THIS SOFTWARE.

1. DEFINITIONS

‘Licensor’ shall mean the European Chemicals Agency, having its seat at Annankatu 18, 00120 Helsinki, Finland.

‘Licensee’ shall mean you, the individual identified as such by downloading the Software.

‘Software’ shall mean a computer software system named ‘IUCLID’ to collect, store and exchange with others data on chemical substances, their properties, their producers or importers and related data and meta data. The use of the Software is not restricted to a specific national, regional or international legal requirement. The Software means also all of the contents of the files (provided either by electronic download, on physical media or any other method of distribution), disk(s), CD-ROM(s) or other media with which this Agreement is provided, as well as any future versions, improvements, developments, programming fixes, updates, plug-ins, add-ons and upgrades of the above-mentioned computer software.

‘Software API’ shall mean the application program interface provided by the Licensor consisting of a set of routines utilised by the Software to provide the Software functionalities for a given platform or operating system, the Software API being included in, linked to the Software or accessing the same database as the Software, as well as any future versions, improvements, developments, programming fixes, updates and upgrades of the above-mentioned Software.

‘Derivative Works’ means any software program and any support materials, including but not limited to manuals, flow charts, and specifications, derived from, written and/or produced by, or incorporating any part of the Software, as defined here-above.

‘Use’ or ‘Used’ in connection with the Software, as defined below, means storing any portion of the Software in a machine, and/or transmitting any portion of the Software to a machine for processing and/or compiling, executing or interpreting any machine instructions contained in the Software, and/or displaying any portion of the Software in connection with the processing of such machine instructions.

‘Computer’ means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

‘Permitted Number’ means one (1) unless otherwise indicated under a valid license (e.g. volume license) granted by Licensor.

‘Permitted Purpose’ shall mean the purpose of developing software or code to interface and connect a software application (the ‘Licensee Software Application’) with Software using the Software API.

‘False information’ shall mean any disloyal, treacherous, insincere, simulated, feigned deceptive or misleading information or any information dishonestly contrived to give an incorrect reading.

‘REACH Legal Framework’ shall include Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) related legislation including Council Directive 67/548/EEC on the approximation of laws, regulations and administrative provisions relating to the classification, packaging and labelling of dangerous substances as amended and Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures.

‘Legal Entity’ shall mean any legal entity defined by the Licensee when obtaining the Software and for which he intends to use the Software. In particular, a Legal Entity shall mean a Producer, a Registrant, a Manufacturer, an Importer, a Downstream User or a Distributor as defined in the REACH Legal Framework.

2. RIGHTS GRANTED REGARDING THE SOFTWARE

If you obtained the Software from Licensor, and subject to your compliance with the terms of this agreement, Licensor grants Licensee a personal, non-exclusive, non-transferable and royalty-free license to use the Software. The Software may include one or more libraries, files or other items, for which Licensor grants the Licensee a right of use, on the basis of the licenses given by its suppliers.

2.1. Licensee may:

- a) Install and Use a copy of the Software, an unlimited Permitted Number of times within the computer environment of the Legal Entity or Legal Entities for which it was downloaded, including network deployments and / or several separate standalone deployments.
- b) During the installation process, use electronic identification files, including Legal Entity Object XML files describing the Legal Entity for which the installation is intended, provided by the Licensor.
- c) Make one copy of the whole Software only, in machine readable form for back-up and archival purpose only, provided that Licensee reproduces all the proprietary notices on each copy which appear on or in the Software and that the backup copy is not installed or used on any Computer outside the computer environment of the Legal Entity or Legal Entities for which it was obtained and installed. This copy must be kept in Licensee's control and possession. Licensee shall use its best efforts to ensure that the Software does not fall into the hands of third parties whether as a result of theft or otherwise.
- d) Use the Software to collect, store and exchange with others data required by regulatory framework, in particular the REACH Legal Framework, including data on chemical substances, their properties, their producers or importers and related data and meta data. The use of the Software is not restricted to a specific national, regional or international legal requirement. The Licensee may Use the Software to act as representative on behalf of Legal Entities and/or other entities subject to the REACH Legal Framework.
- e) Use the Software through a server or a network, provided that the Software has been properly licensed to the End User and/or provided by the End User;

- f) Use the Software in relation to services provided to third parties, provided that such services are dedicated to promote the Software and its use only and consist in:
- Preparing and executing training sessions to teach and promote the proper use of the Software;
 - Offering support in relation to the Software, provided that all other requirements of the present Licence Agreement, including point 2.2 below, are met;
 - Providing consultancy on the adequate deployment, configuration and use of the Software;
- g) Implement synchronous interfaces to the Software, using only the Software API;
- h) Use the Software or screenshots of it in demonstrations, presentations, trade shows, publications or similar audience targeted events or artefacts to promote its widespread use;
- i) Perform any other activity that has the potential to promote the widespread use of the Software.

2.2. Licensee shall not itself nor allow any third party to:

- a) During the installation process, use electronic identification files, including Legal Entity Object XML files describing the Legal Entity for which the installation is intended, others than the files provided by the Licensor;
- b) Use the Software to create and transmit False information;
- c) Create and transmit information, including description of legal entities or chemical substances, on behalf of Legal Entities other than itself unless explicitly authorized;
- d) Unless otherwise expressly permitted herein, use the Software through a server or a network, including but not limited use the Software (i) either directly or through commands, data or instructions from or to another computer (i.e. without using the Software API) or (ii) for internal network, internet or web hosting services; more particularly, provide or offer the Software over

a network (including Internet) to other parties that are, under the terms of the present License Agreement, obliged to install the Software on a different computer and to comply with the requirements and undertakings of the present License Agreement.

- e) Derive profits from the Use of the Software not being authorised by the present Licence Agreement; for the avoidance of doubt, Licensee shall contact Licensor to obtain its approval regarding its Use of the Software where said Use is not authorised according to article 2.1. above or to an other part of this Agreement;
- f) Rent, lease, sublicense, assign, transfer or grant any kind of rights regarding the Software or any portions thereof in any form to any third party, without Licensor's prior written consent;
- g) Modify, translate, reverse engineer, decompile, disassemble, create Derivative Works based on, or copy the Software or any part of the Software, except otherwise mentioned by the legislative measures in force or with the prior written consent of Licensor;
- h) Remove or alter any Software identification, proprietary notices, labels or trademarks which appear on or in the Software.
- i) Disclose the results of any benchmark test on the Software to any third party without Licensor's prior written consent.
- j) Use the back-up and archival copy (or allow anyone else to use such copy) for any purpose other than to replace the original copy in the event it is destroyed or becomes defective.
- k) Provide electronic files, including back-up files, archive files, copy of the Software or of electronic identification files provided by the Licensor to third parties that are not Legal Entities registered with the Licensor.

Licensor shall have no obligation for installation, support and maintenance of the Software.

3. USE OF THE SOFTWARE API

3.1. Licensee may make use of the Software API provided that:

- a) Licensee complies with the present Licence Agreement;
- b) Licensee's use of the Software API is for legitimate purposes only and shall not adversely affect the functionality or performance of the Software or services provided by Licensor; and
- c) Licensee will monitor the Licensor Website in order to ensure that Licensee is aware of any changes in the Licence Agreement. If such changes are not acceptable to Licensee, Licensee will immediately stop using the Software API and, where applicable, the Licensor Software.

3.2. If Licensee is interested in using the Software API for a purpose which is not permitted under this Agreement, Licensee will have to obtain Licensor's prior written consent and explicitly agree upon any further commercial terms.

3.3. Subject to Licensee compliance with the present Licence Agreement, Licensor grants to Licensee a limited, non-exclusive, non-assignable, non-sublicensable, non-transferable right to use the Software API for a Permitted Purpose, as defined below.

3.4. This right to use does not grant to Licensee any right to any version enhancement, update, or guarantee the continuous availability of the Software API. Licensor may revise, modify or cease to provide the Software API, require Licensee to immediately cease using the Software API or its functionality or any part thereof, which may result in loss of compatibility.

3.5. Licensee right to use the Software API is subject further to Licensee compliance with the following:

3.5.1. Licensee Software Application shall in no way and to no extent whether directly or indirectly adversely affect, impede or otherwise hinder or disrupt the functionality or performance of Licensor Software or products or services provided by Licensor, including without limitation, that it:

- a) does not adversely impact the exchange and access to IUCLID data;
- b) does not adversely impact the stability of Licensor;
- c) does not adversely impact the behaviour of other applications using the Software API;
- d) does not attempt to install spyware or malware on the client computer;
- e) does not attempt to redistribute information about the use of Software or Licensor services without express permission of the Licensor;

- f) correctly identifies itself to Licensor when requesting authorisation; and
- g) does not attempt to modify the Licensor Software User Interface in any way.

3.5.2. Without the prior written consent of Licensor, Licensee will not remove or hide, modify, take over or otherwise alter the Licensor Software User Interface. At all times, Licensee will comply with the requirements and specifications relating to application design and use and presentation as stated here-below.

3.5.3. Save as expressly approved in writing by Licensor, Licensee will not distribute the Licensee Software Application online through website(s) that in Licensor's opinion is/are in any way similar to, or infringe the intellectual property rights of the Licensor website or use Licensor's trademarks or words describing Licensor's products or services as the registered URL for website(s).

3.5.4. Licensee will at all times maintain the value and reputation of the Software, Software API and Licensor name, to the best of Licensee abilities.

3.5.5. Licensee will not use the Software API in any software application that in Licensor's opinion is actually or potentially fraudulent or inappropriate or contrary to the present Licence Agreement.

3.5.6. Licensee will not collect any personal information or data in a misleading, illegal, unauthorised or unfair way. Licensee agrees that the services and products provided through Licensee Software Application shall be provided by Licensee in compliance with all applicable laws and regulations (including without limitation those relating to the protection of privacy and the processing of personal data or traffic data).

3.5.7. Licensee agrees that Licensee is solely responsible for, and that Licensor has no responsibility to Licensee or to any third party for, any services and/or products Licensee provides through Licensee Software Application.

3.5.8. Licensee hereby specifically acknowledges that Licensee rights to use the Software API are strictly subject to Licensee full compliance with the present Licence Agreement, including the following instructions related to promotion, marketing and design of Licensee Software Application, and any breach of any provision of the present Licence Agreement or any applicable Additional Terms shall give rise to automatic right of termination by Licensor.

3.5.9. Licensee shall not itself nor allow any third party to provide electronic files, including back-up files, archive files, copy of the Software API or of electronic identification files provided by the Licensor to third parties that are not Legal Entities registered with the Licensor.

3.6. Licensee may only use the following references to Licensor, Software API and Software in connection with Licensee Software Application:

- ‘works with IUCLID Software’ or ‘works with IUCLID’
 - ‘uses IUCLID Software’ or ‘uses IUCLID’
 - ‘for IUCLID Software’ or ‘for IUCLID’
- 3.7. Licensee acknowledges that the Licensee Software Application must prominently display the following statement in the help text or about text, in the Acknowledgements in the documentation associated with Licensee Software Application and the packaging and other promotional material: ‘This product uses the IUCLID API but is not endorsed, certified or otherwise approved in any way by European Chemicals Agency or the European Community, represented by the European Commission’.
- 3.8. The Licensee Software Application may only use icons from Licensor’s archive of application icons in reference to Licensor.
- 3.9. Nothing in the present Licence Agreement will give Licensee any right to use the Licensor trademarks and logos, or make references to Licensor or Licensor’s products or services other than those explicitly stated above. Unauthorised references or use shall be considered as material breach of the present Licence Agreement and shall result in immediate termination thereof. Such termination shall be without limitation to Licensor’s right to claim damages, seek for injunctive or other equitable relief and obtain other remedies from Licensee.
- 3.10. Licensee acknowledges and agrees that Licensee use of the Software API will be at Licensee own risk and account. Licensee agrees, on demand, to indemnify, defend and hold Licensor and staff harmless from and against any and all liability and costs, in connection with or arising out of (a) Licensee use of the Software API or (b) any breach or violation of the terms and conditions of the present Licence Agreement and (c) the provision of any Licensee Software Application developed using the Software API.
- 3.11. In the event that Licensee wishes to use the Software API in a manner other than as expressly set out in the present Licence Agreement such use is expressly prohibited unless and until Licensor enters into a specific licence agreement with Licensee.

4. OWNERSHIP AND LICENSE

The Software and/or the Software API is not sold to Licensee who shall not acquire any right, title or interest (including without limitation copyright or other right in the nature of copyright or any other intellectual property right whatsoever) in the Software and/or the Software API, which shall remain the sole property of the Licensor.

Any copy or partial copy of the Software and/or the Software API shall be owned by Licensor subject to the license rights granted to Licensee and shall be considered as being regulated by this agreement.

Licensee's rights to use the Software and/or the Software API are specified in this Agreement, and Licensor retains all rights not expressly granted to Licensee in this Agreement. No right or license under any patent application, issued patent, know-how or other proprietary information is granted or shall be granted by implication.

The Software and the Software API are intellectual property of Licensor protected as such by national copyright laws, international treaty provisions, and applicable laws of the country in which it is being used. Trademarks, logos and trade names quoted on or in the Software and/or the Software API are the properties of their respective owners. Any reproduction of the Software and/or the Software API is only granted on the absolute condition that it contains all the legal specifications of the Software and/or the Software API property.

The structure, the organisation, the performances of the Software and/or the Software API and any information clearly identified as confidential by Licensor, are valuable trade secrets and confidential information of Licensor. The Licensee agrees to hold these trade secrets in confidence.

5. UPDATES

If the Software and/or the Software API is an Update to a previous version of the Software and/or the Software API, Licensee must possess a valid license to such previous version in order to Use such Update. All Updates are provided to Licensee on a license exchange basis. Licensee agrees that by Using an Update it voluntarily terminates its right to use any previous version of the Software and/or the Software API. Licensee acknowledges that any obligation Licensor may have to support the previous versions of the Software and/or the Software API may be ended upon availability of the Update.

6. DISCLAIMER OF WARRANTY & LIMITED LIABILITY

Licensor has used its outmost efforts to ensure that the Software and/or the Software API will perform substantially in accordance with the REACH Legal Framework and will operate correctly.

The Software and/or the Software API is however provided 'as is' without warranty of any kind, either express or implied, including, but not limited to, any implied warranty against infringement of third parties property rights, of merchantability and fitness for a particular purpose. Unless otherwise expressly agreed upon between the Parties, Licensor provides no technical support, warranties or remedies for the Software and/or the Software API.

The entire risk as to the use, quality, and performance of the Software and/or the Software API is with the Licensee. Should the Software and/or the Software API prove defective, the Licensee, and not Licensor, assumes the entire cost of any necessary repair. In no event, Licensor will be liable for any incidental, consequential, direct or indirect damages including but not limited to the loss of data, lost of profits, or any other financial loss arising from the use of, or inability to use, even if Licensor have been notified of the possibility of such damages. Licensor's aggregate liability and that of its suppliers under or in connection with this agreement shall be limited to the amount paid for the Software and/or the Software API, if any.

If Licensee has obtained the Software in Germany or Austria, or uses the Software API in or from Germany or Austria, and usually resides in such country, then the previous paragraph does not apply. Instead, subject to the provisions below, Licensor's statutory liability for damages shall be limited as follows: (i) Licensor shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the licence agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation and (ii) Licensor shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation. The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries. Licensee is required to take all reasonable measures to avoid and reduce damages, in particular to make back-up copies of the Software and/or the Software API and its computer data subject to the provisions of this Agreement.

Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to Licensee. In such states and jurisdictions, Licensor's liability shall be limited to the greatest extent permitted by law and the limitations or exclusions of warranties and liability contained herein do not prejudice applicable statutory consumer rights of person acquiring goods otherwise than in the course of business. In such states and jurisdictions, and to the extent allowed by applicable law, implied warranties on the Software and/or the Software API, if any, are limited to ninety (90) days. In such states and jurisdictions, Licensor's and its suppliers' entire liability and Licensee's exclusive remedy shall be repair or replacement of the Software that does not meet Licensor's Limited Warranty and which is returned to Licensor by Licensee together with a detailed explanation. This Limited Warranty is void if failure of the Software and/or the Software API has resulted from accident, abuse, misapplication, abnormal use, Trojan horse, virus, or any other

malicious external code. Any replacement Software and/or the Software API will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

7. TERM & TERMINATION

This license is effective from the date Licensee receives the Software and/or Software API. Each party may terminate this license at any time without cause upon written notice.

The Agreement and the license granted hereunder shall automatically terminate at Licensor's sole discretion if Licensee is in breach of this Agreement. This termination shall not prevent Licensor from claiming any further damages. Upon termination for any reason, the Licensee shall destroy or return the Software to Licensor, any copy made partial or whole in its possession. Upon termination for any reason, the Licensee shall certify by means of a written document duly signed by a legal representative that the provisions of the present article have been respected, and this within a time limit of eight (8) days as from the date of termination.

This termination shall not relieve the Licensee from its liability to respect all the obligations claimable before the termination date. In particular the provisions of the dispositions relating to the Protection and Security of Software, the Disclaimer of Warranty and the Indemnification and Limitations of Liabilities shall survive the termination of this Agreement, howsoever caused, but this shall not imply or create any continued right to Use the Software after termination of this Agreement.

8. SUPPORT - HELPLINE

Licensor may set up a support helpline dedicated to the Software and/or the Software API solely. Any request for support and advice concerning the regulatory framework and/or any other requirement under a specific national, regional or international law shall be addressed to the helpdesk/info centre in charge of that particular legislation. The Licensor retains the right to impose other reasonable conditions and to request a reasonable fee before providing such information. Any such information supplied by Licensor may only be used by Licensee for the purpose of using the Software and/or the Software API and may not be disclosed to any third party or used for other purposes, in particular to create any software which is substantially similar to the expression of the Software and/or the Software API, unless using the Software API.

If Licensee uses the support helpline, Licensor is only responsible for providing the requested information within a reasonable time frame, taking into account the complexity of the question and/or of the information requested by Licensee.

Licensor is obligated to render the requested service after:

- i. it has received from Licensee the information required
- ii. payment of the respective charge, if any.

All the actions taken by Licensor will be performed according to the information delivered by Licensee. To such effect, Licensor will not accept any responsibility if such information contains errors or omissions. Licensee is absolutely responsible for the data delivered in any Request for Information.

9. PRIVACY

Licensee is informed that its personal data may be used by Licensor and automatically processed. The identifying data that Licensee may submit (the Data) will be treated in accordance with the policy on 'protection of individuals with regard to the processing of personal data by the Community institutions', based on Regulation (EC) N° 45/2001.

It may occur that Licensee is requested to provide certain Data such as name, mailing address, e-mail address, and other data such as country, area as well as any other information requested via a specific form. The Data will not be communicated to non-authorized third parties and will only be collected to allow Licensee the use of the Software and/or the Software API and for the establishment of statistics or trends. The Data will not be used for any other purposes than the indicated and will not be kept within our systems beyond the necessary timeframe to achieve this goal. Licensor will take all possible measures in order to secure the Data. However, it cannot eliminate all the risks related to the use of the Internet. Thus, at the time of submitting the Data, Licensee must be aware that other users of the Internet can possibly manage to visualise the Data.

Further to the law on private data protection, Licensee is allowed to access, modify or to oppose any processing of the Data. To use that right, Licensee may contact Licensor by e-mail at the following e-mail addresses:

- questions related to the processing and protection of personal data:

data-protection-officer@echa.europa.eu

10. MISCELLANEOUS PROVISIONS

This agreement shall start on acceptance of the present Agreement by Licensee when downloading the Software and/or downloading or using the Software API. Licensee's affirmative act of downloading the Software and/or the Software API or using the Software API constitutes its electronic signature to the present Agreement and its consent to enter into agreements with Licensor electronically.

This Agreement shall be governed by and construed in accordance with the Finnish law.

Any dispute, controversy or claim arising out of or relating to this Agreement shall be settled by adjudication before the competent courts of Helsinki

Licensee shall not directly or indirectly transfer the Software to any country to which such transfer would be prohibited by any applicable export control laws.

This is the entire agreement between Licensor and Licensee relating to the contents of the Software and/or the Software API and supersedes any other communications with respect to the Software and/or the Software API. This Agreement cancels all previous agreements and statements, verbal or written, regarding any dealings between the parties with respect to the subject matter hereof. Licensor reserves the right to modify the present Licence Agreement at any time, on a general or individual basis, by publishing the revised IUCLID End User Licence Agreement on the Licensor Website or by otherwise notifying Licensee of the revised IUCLID End User Licence Agreement.

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

The waiver by Licensor of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

The headings given sections of this Agreement are solely for convenience or reference, and shall not be construed as having any bearing upon the interpretation or meaning of the provisions of this Agreement.

LICENSEE ACKNOWLEDGES TO HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT INDICATED ABOVE.