# EcoSpold Public License v1.0 (ESPL 1.0)

#### Definitions.

- **1.0.1. "Commercial Use"** means distribution or otherwise making the Covered Code available to a third party.
- **1.1.** "Contributor" means each entity that creates or contributes to the creation of Modifications.
- **1.2.** "Contributor Version" means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.
- **1.3.** "Covered Code" means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.
- **1.4.** "Electronic Distribution Mechanism" means a mechanism generally accepted in the software development community for the electronic transfer of data.
- **1.5.** "Executable" means Covered Code in any form other than Source Code.
- **1.6.** "Initial Developer" means the individual or entity identified as the Initial Developer in the Source Code notice required by **Exhibit A**.
- **1.7.** "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.
- 1.8. "License" means this document.
- **1.8.1.** "Licensable" means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.
- **1.9.** "Modifications" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:
  - **A.** Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.
  - **B.** Any new file that contains any part of the Original Code or previous Modifications.
- **1.10.** "Original Code" means Source Code of computer software code (EcoSpold and EcoSpold Access) which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.
- **1.10.1. "Patent Claims"** means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.
- 1.11. "Source Code" means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.
- **1.12.** "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.
- 1.13. "EcoSpold" is a data (exchange) format used to document and exchange information about unit process life cycle inventory data and about impact assessment methods. The EcoSpold data format is used in the Swiss LCI database ecoinvent. EcoSpold is the XML format including the schema files (\*.xsd), XML master data files ("Stammdatendateien") (\*.xml) and stylesheet files for the semantic validation, for the creation of the documentation.
- **1.14.** "EcoSpold Access" EcoSpold Access comprises the software tools for the conversion of EcoSpold files from and to other file formats (e.g., spreadsheet calculation software and

HTML), as well as the software tools to edit, validate and display EcoSpold files. Additionally, example files in EcoSpold-, HTML- and other file formats as well as the documentation are part of EcoSpold Access.

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#### 3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

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## 3.8. Compatibility.

Contributors' Versions shall be made based on the XML standards. XML files created with a Contributor's Version shall be fully compatible with the original EcoSpold XML files created with the Original Code. A Contributor's Version shall be able to convert its datasets from original EcoSpold datasets (created with the Original Code) and vice versa without loosing or regrouping information contained in the original EcoSpold files. Files created with a Contributor's Version shall be importable to EcoSpold Access.

#### 3.9. Reporting.

Any changes made in EcoSpold and EcoSpold Access shall be reported to and discussed with the Initial Developer.

#### 4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

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This License applies to code to which the Initial Developer has attached the notice in **Exhibit A** and to related Covered Code.

#### 6. Versions of the License.

# 6.1. New Versions.

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- 1. The license is published by the ecoinvent Centre.
- 2. The license can be modified used for code which is not already governed by this license.
- 3. The name of the license in Exhibit A is the "EcoSpold Public License".

- 4. The reference to an alternative license in Exhibit A has been removed.
- 5. Two definitions, "EcoSpold" and "EcoSpold Access" have been added.
- 6. Two paragraphs (3.8 and 3.9) have been added, covering compatibility and reporting requirements.
- 7. Paragraph 10. has been deleted (and the subsequent paragraphs have been renumbered), and paragraph 10 (originally paragraph 11). has been changed, covering arbitration, state of juridiction and applicable law.
- 8. Amendments I, II, III, V, and VI have been deleted, Amendment IV has been adapted (now amendment I) to the EcoSpold Public License.
- 9. Exhibit A, Netscape Public License has been deleted.
- 10. A new amendment (II) has been added, describing the required and restricted rights to use the trademarks of ecoinvent Centre.

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The Original Code consists of the EcoSpold data format and EcoSpold Access.

[NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.]

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