



IC+ Database End User Licence Agreement (EULA)

Version 1.0

Date: September 2026

Important Notice

This End User Licence Agreement (“EULA”) applies to all End Users of the IC+ Database.

IC+ and IC+ Data may only be accessed or used by individuals authorised by an organisation holding a valid Commercial Data Licence Agreement with Circular Ecology Ltd. By accessing, downloading, receiving, viewing, importing, integrating, copying, storing, using, or otherwise interacting with IC+ or IC+ Data, each End User agrees to comply with this EULA. End Users who do not agree to this EULA must not access or use IC+ or IC+ Data and must delete or remove any copies of IC+ Data in their possession or control.

The applicable Commercial Data Licence Agreement requires the Licensed Organisation to ensure that its End Users receive and comply with this EULA.

Agreed Terms

1. Definitions

1.1. “Circular Ecology” means Circular Ecology Ltd.

1.2. “IC+” means the commercial embodied carbon database product provided by Circular Ecology, including all associated data, emissions factors, calculators, tables, classifications, structures, metadata, identifiers, mappings, documentation, updates, downloads, and supporting resources.

1.3. “IC+ Data” means all emissions factors, datasets, values, tables, classifications, mappings, metadata, identifiers, documentation, and other data or content contained within, supplied with, or derived directly from IC+.

1.4. “Licensed Organisation” means the organisation holding the applicable Commercial Data Licence Agreement with Circular Ecology.

1.5. “Licensed Entity” means the Licensed Organisation and any additional legal entity expressly covered by the Commercial Data Licence Agreement.

1.6. “Commercial Data Licence Agreement” means the agreement between Circular Ecology and the Licensed Organisation governing the commercial licence to access and use IC+, including the applicable licence period, number of End Users, Licensed Entities, Territory, Approved Tools, approved API use and any other licence conditions.

1.7. “Licence” means the permission granted by Circular Ecology under a Commercial Data Licence Agreement, including the defined scope of use, number of End Users, Licensed Organisation, Licensed Entities, Territory, Approved Tools, approved APIs, licence period, and any other licence conditions.

1.8. “End User” means an individual who is authorised under a valid Licence to access or use IC+ Data, either directly or through an Approved Tool, platform, model, database, workflow, API, software product, or similar resource.

1.8.1. An individual shall also be treated as an End User where that individual receives access to IC+ Data, including an IC+ emission factor, or information from which IC+ Data or an IC+ emission factor can reasonably be identified, inferred, reconstructed, extracted or back-calculated.

1.9. “Report Recipient” means a person or organisation that receives a Project Specific Output containing calculated results only and that does not receive access to IC+ Data, emission factors, or information from which IC+ Data or emission factors can reasonably be identified, inferred, reconstructed, extracted, or back-calculated.

1.10. “Client” means any external organisation or individual receiving work, services, deliverables, reports, outputs, tools, models, calculations, assessments, or other resources from the Licensed Organisation.

1.11. “Output” means any report, calculation, model, spreadsheet result, file, BIM output, visualisation, assessment, project deliverable, carbon footprint, or other result generated using IC+ Data.

1.12. “Project Specific Output” means an Output created for a defined project, assessment, product, client instruction, reporting activity, or task that does not enable the extraction, reconstruction, modification, independent use, or reusable application of IC+ Data.

1.13. “Active Use” means use of IC+ Data in ongoing work, calculations, tools, systems, workflows, models, spreadsheets, platforms, software, APIs, data management systems, or other processes that support current or future activities.

1.14. “Archived Output” means a record, report, calculation, assessment, submission, or deliverable retained solely for record-keeping, audit, evidential, or historic reference purposes, where the underlying data cannot be extracted, reused, modified, or applied for Active Use.

1.15. “Tool” means any software, platform, calculator, model, plugin, application, API, database, BIM workflow, internal system, web resource, SaaS product, or other digital or non-digital resource that incorporates, accesses, stores, applies, or makes use of IC+ Data.

1.16. “Approved Tool” means a Tool identified in the applicable Commercial Data Licence Agreement as authorised and licensed for use with IC+ Data.

1.17. “API” means an Application Programming Interface through which IC+ Data may be accessed, queried, retrieved, transmitted, integrated, or used programmatically.

1.18. “Territory” means the country or geographic region specified in the Commercial Data Licence Agreement.

1.19. “Derived Data” means any data, dataset, factor collection, assembly, template, mapping, model, library, structured resource, or similar resource created using IC+ Data, other than a Project Specific Output.

1.20. “Competing Database” means any database, emissions factor library, dataset, lookup service, platform, Tool, resource, or similar product that uses, reproduces, incorporates, or

enables access to IC+ Data in a manner that acts as a substitute for access to IC+, replicates a material part of IC+, or enables IC+ Data to be independently accessed, applied, or reused without an appropriate licence.

1.21. "Public Access Tool" means any Tool, website, calculator, platform, spreadsheet, database, API, or other resource that can be accessed by the public, or by users without suitable authentication, access control, or user restriction.

2. Licence Grant

2.1. Access to and use of IC+ Data is permitted only where the End User is authorised by an organisation holding a valid Commercial Data Licence Agreement with Circular Ecology.

2.2. Subject to compliance with this EULA, each authorised End User is granted a limited, revocable, non-exclusive and non-transferable right to access and use IC+ Data for the purposes authorised by the Licensed Organisation.

2.3. End Users may access and use IC+ Data only through the access methods, systems, Tools and resources made available to them by the Licensed Organisation.

2.4. An End User's right to access and use IC+ Data ends immediately if:

2.4.1. The relevant Commercial Data Licence Agreement expires, is terminated, suspended or withdrawn;

2.4.2. The Licensed Organisation withdraws the End User's authorisation;

2.4.3. The End User ceases to be eligible for access; or

2.4.4. The End User breaches this EULA.

2.5. No ownership of IC+, IC+ Data, or any associated intellectual property is transferred to the Licensed Organisation, any Licensed Entity, or any End User.

2.6. All rights not expressly granted under this EULA are reserved by Circular Ecology.

3. Permitted Use

3.1. End Users shall only use IC+ Data within the scope of the Licensed Organisation's valid IC+ licence and any Approved Tools where required under the applicable Commercial Data Licence Agreement.

3.2. End Users may use IC+ Data for calculations, assessments, modelling, reporting, analysis and the preparation of Project Specific Outputs.

3.3. End Users must not use IC+ Data outside the scope of the access provided to them by the Licensed Organisation.

3.4. End Users must not permit any unauthorised person to access, use or benefit from IC+ Data.

3.5. End Users must not distribute, disclose, share, transmit, publish, export, reproduce, or otherwise make IC+ Data available to any unauthorised person.

4. End User Access

- 4.1. Only individuals authorised by the Licensed Organisation and covered by a valid Commercial Data Licence Agreement may access or use IC+ Data.
- 4.2. Each End User licence applies to 1 individual and is non-transferable unless otherwise expressly agreed by Circular Ecology.
- 4.3. Access to IC+ Data must not be shared through generic accounts, shared passwords, pooled access arrangements, unmanaged accounts, or any other method that allows unauthorised individuals to access IC+ Data.
- 4.4. Where individuals outside the Licensed Organisation are authorised to access IC+ Data, such access must occur only through an Approved Tool or other access method expressly permitted under the applicable Commercial Data Licence Agreement.
- 4.5. The Licensed Organisation is responsible for ensuring that all End Users comply with this EULA.
- 4.6. The Licensed Organisation shall maintain reasonable records sufficient to demonstrate compliance with the applicable licence scope, including, where relevant, user numbers, access arrangements, and use of IC+ Data.
- 4.7. End Users must not share credentials, access rights, download links, database files, API credentials, system access, or other means of accessing IC+ Data with any unauthorised person.
- 4.8. An individual who is able to view, identify, retrieve, extract, export, reuse, access, infer, reconstruct, or back-calculate IC+ Data or IC+ emission factors through a Tool, report, dashboard, spreadsheet, API, platform, model, or similar resource shall be treated as an End User.

5. Outputs & Project Deliverables

- 5.1. End Users may create Outputs using IC+ Data in accordance with this EULA.
- 5.2. Project Specific Outputs may be shared with Clients, project teams, contractors, regulators, assessors, certifiers, funders and other relevant third parties as part of normal professional activity, provided that the Output does not expose IC+ Data and complies with clause 5.4.
- 5.3. Sharing a Project Specific Output does not grant the recipient any right to access, copy, extract, reuse, modify, reconstruct, or independently apply IC+ Data.
- 5.4. A Report Recipient shall not be treated as an End User solely by reason of receiving a report, assessment, project deliverable, calculation summary, datasheet, case study, product literature, or carbon footprint, provided that the Output does not contain:
 - 5.4.1. IC+ emission factors;
 - 5.4.2. IC+ Data;

5.4.3. Identifiers, metadata, references, or other information that enables IC+ emission factors or IC+ Data to be independently identified, reconstructed, extracted, reused, or applied; or

5.4.4. Information from which IC+ Data or emission factors can reasonably be derived, reconstructed, inferred, or back-calculated.

5.5. Project Specific Outputs containing only calculated results may be shared with unlicensed recipients, provided that the Output does not expose IC+ Data or enable IC+ Data or IC+ emission factors to be identified, inferred, reconstructed, extracted, back-calculated, reused, or independently applied.

5.6. Where a Client or third party receives access to IC+ Data, emission factors, an Approved Tool containing IC+ Data, a spreadsheet containing IC+ Data, a model containing IC+ Data, a database containing IC+ Data, or any Output that enables the ongoing, independent, reusable, or active use of IC+ Data, an appropriate licence is required to cover the recipient as an End User.

5.7. Where IC+ emission factors, IC+ Data, or information capable of identifying IC+ Data are included within an Output, each recipient with access to that information must be covered by an appropriate licence.

5.8. Outputs must not be structured, formatted, aggregated, or distributed in a manner that acts as a substitute for access to IC+ or enables the creation of a competing dataset, factor library, benchmark resource, or similar resource.

6. Tools, Platforms, Models, & Systems

6.1. IC+ Data shall only be accessed, used, stored, integrated or applied within an Approved Tool.

6.2. End Users shall access IC+ Data only through Approved Tools made available by the Licensed Organisation.

6.3. Permission to use IC+ Data in one Approved Tool does not permit access, use, storage, integration or application of IC+ Data in any other Tool.

6.4. The Licensed Organisation shall ensure that each Approved Tool includes reasonable technical and organisational controls to prevent:

6.4.1. Unauthorised access;

6.4.2. Unauthorised copying;

6.4.3. Unauthorised extraction;

6.4.4. Unauthorised export;

6.4.5. Scraping;

6.4.6. Redistribution;

6.4.7. Reconstruction of IC+ Data;

6.4.8. Access by unlicensed users.

6.5. End Users must not copy, transfer, extract, move, upload, recreate or otherwise use IC+ Data within any Tool, database, model, workflow, platform, system, or application that is not an Approved Tool.

6.6. An Approved Tool may only be provided to, accessed by, or used by individuals outside the Licensed Organisation where such access is expressly permitted under the applicable Commercial Data Licence Agreement.

6.7. Where a Tool is handed over, transferred or otherwise provided to a Client or third party for ongoing operational use, that Client or third party must hold or be covered by an appropriate licence.

7. Public Access Tools

7.1. IC+ Data must not be incorporated into, exposed through, or made available by any Public Access Tool unless expressly permitted under the applicable Commercial Data Licence Agreement.

7.2. Public access, anonymous access, unauthenticated access, no-login access, open access, or other unrestricted access to IC+ Data is prohibited unless expressly authorised by Circular Ecology.

7.3. Where a Public Access Tool is authorised, the Licensed Organisation shall implement and maintain any authentication, access controls, technical safeguards, End User controls, reporting controls, usage restrictions, export restrictions, or other requirements specified by Circular Ecology.

7.4. Circular Ecology may refuse, suspend, withdraw, or amend permission for Public Access Tools at its discretion.

8. API Use

8.1. Use of IC+ Data through an API is prohibited unless the Licensed Organisation holds a valid Commercial Data Licence Agreement that expressly grants permission for API use.

8.2. API use is permitted only where expressly authorised under the applicable Commercial Data Licence Agreement.

8.3. Circular Ecology may require information regarding the proposed API implementation before granting or renewing API permissions, including:

8.3.1. Description of the API and proposed implementation;

8.3.2. Authentication method;

8.3.3. Access controls;

8.3.4. Security controls;

8.3.5. End User numbers;

8.3.6. Organisations served;

- 8.3.7. Whether raw IC+ Data can be returned through API responses;
 - 8.3.8. Whether data may be exported;
 - 8.3.9. Whether the API is public, private, internal, or customer-specific;
 - 8.3.10. How IC+ Data is protected from extraction or redistribution.
- 8.4. IC+ Data must not be made available through open, public, unrestricted, anonymous, unauthenticated, or unmanaged APIs.
- 8.5. All Licensed Organisations accessing IC+ Data through an API must hold, or be expressly covered by, a valid Commercial Data Licence Agreement permitting such access.
- 8.6. All End Users accessing IC+ Data through an API, or through any Tool, platform, system, or service that receives IC+ Data through an API, must be covered by an appropriate licence.
- 8.7. API use may be subject to additional commercial, technical, security, support, monitoring, and audit requirements specified by Circular Ecology in the applicable Commercial Data Licence Agreement.
- 8.8. Circular Ecology may refuse, suspend, withdraw, or amend API permissions where the proposed or actual API use presents an unacceptable risk of unauthorised access, extraction, identification, reconstruction, redistribution, or misuse of IC+ Data.

9. Restrictions on Use

9.1. Except where expressly permitted under the applicable Commercial Data Licence Agreement, End Users must not:

- 9.1.1. Copy, distribute, publish, resell, sublicense, assign, transfer, or otherwise make IC+ Data available outside the licensed scope;
- 9.1.2. Expose IC+ Data in a manner that enables extraction, scraping, bulk download, reconstruction, reverse engineering, or reuse;
- 9.1.3. Use IC+ Data to create, support, validate, improve, maintain, or contribute to a Competing Database, except where the relevant use is expressly permitted under the applicable Commercial Data Licence Agreement;
- 9.1.4. Create or maintain, except where expressly permitted under the applicable Commercial Data Licence Agreement, a reusable emissions factor library, lookup table, dataset, mapping, assembly, template, or similar structured resource that:
 - 9.1.4.1. Acts as a substitute for IC+;
 - 9.1.4.2. Remains available for ongoing Active Use outside the licensed scope or after the expiry, termination, suspension, or withdrawal of the applicable licence; or
 - 9.1.4.3. Would allow IC+ Data to be accessed, distributed, reused or applied without a valid licence.

9.1.5. Use IC+ Data to train, fine-tune, validate, benchmark, or develop any artificial intelligence system, machine learning model, synthetic dataset, database, knowledge base, or automated system intended to:

9.1.5.1. Reproduce IC+ Data;

9.1.5.2. Substitute for IC+;

9.1.5.3. Expose or distribute IC+ Data;

9.1.5.4. Create a Competing Database; or

9.1.5.5. Provide access to IC+ Data outside the licensed scope.

This restriction does not prevent the use of IC+ Data within AI-assisted tools, platforms, workflows, or software products where such use is otherwise permitted under the applicable Commercial Data Licence Agreement.

9.1.6. Scrape, harvest, systematically extract, or automate collection of IC+ Data;

9.1.7. Circumvent, bypass, disable, interfere with, or otherwise undermine technical protections, licence controls, access restrictions, download restrictions, usage monitoring, or security controls;

9.1.8. Remove, alter, suppress, obscure, or misrepresent attribution notices, copyright notices, identifiers, provenance information, or other ownership information associated with IC+.

9.2. Any use not expressly permitted by this EULA or the applicable Commercial Data Licence Agreement is prohibited.

9.3. Derived Data created using IC+ Data does not become independent of IC+ solely because it has been processed, combined, reformatted, categorised, mapped, structured, or incorporated into another resource. Derived Data remains subject to the applicable Commercial Data Licence Agreement.

10. Data Visibility & Export Controls

10.1. IC+ Data must not be exposed in a manner that enables unauthorised extraction, copying, scraping, reconstruction, reverse engineering, or reuse.

10.2. Outputs, reports, calculations, assessments, Project Specific Outputs, dashboards, and other permitted deliverables may be exported, shared, distributed, downloaded, printed, or otherwise communicated in accordance with this EULA and the applicable Commercial Data Licence Agreement.

10.3. The ability to export Outputs does not grant any right to export, distribute, disclose, or make available IC+ Data itself.

10.4. End Users must not export, distribute, or make available IC+ Data, emission factors, lookup tables, material libraries, metadata, identifiers, reusable datasets, database tables,

or other underlying IC+ resources except where expressly permitted under the applicable Commercial Data Licence Agreement.

10.5. Exports of raw emission factors, bulk factor lists, material libraries, reusable datasets, database tables, structured IC+ Data, or other information that would enable IC+ Data to be independently applied, reconstructed, reused, or redistributed are prohibited unless expressly permitted under the applicable Commercial Data Licence Agreement.

10.6. IC+ Data must not be displayed, exposed, exported, disclosed, or presented in a manner that would allow an unlicensed individual to identify, infer, derive, reconstruct, back-calculate, or independently apply IC+ Data.

11. Ownership & Intellectual Property

11.1. IC+, IC+ Data, and associated intellectual property rights are owned by or licensed to Circular Ecology and its licensors.

11.2. Access to and use of IC+ Data is provided under a time-limited licence and does not transfer ownership of IC+ Data.

11.3. No ownership rights in IC+, IC+ Data, or any associated intellectual property are transferred to the Licensed Organisation, any End User, Client, Report Recipient, or other third party.

11.4. The Licensed Organisation and End Users must not claim ownership of IC+ Data or represent IC+ Data as their own proprietary dataset.

11.5. All rights not expressly granted by Circular Ecology are reserved.

12. Attribution

12.1. Users of IC+ must give proper recognition to IC+ and Circular Ecology Ltd. where attribution is reasonably practicable in the context of the licensed use.

12.2. Circular Ecology may specify the required form of attribution in the applicable Commercial Data Licence Agreement, supporting guidance, documentation, or other written instructions.

12.3. Users must not imply that Circular Ecology endorses any user, organisation, product, Tool, platform, report, assessment, Output, calculation, or conclusion.

13. Confidentiality & Security

13.1. IC+ Data shall be treated as confidential and must not be disclosed except as expressly permitted by this EULA or the applicable Commercial Data Licence Agreement.

13.2. End Users must take reasonable steps to protect IC+ Data from unauthorised access, disclosure, copying, extraction, misuse, or loss.

13.3. End Users must not provide access to IC+ Data to any unauthorised individual and must ensure that IC+ Data is only accessed by authorised users.

13.4. Where access credentials are used, End Users must protect those access credentials and must not share them with any unauthorised person.

13.5. End Users and Licensed Organisations must promptly notify Circular Ecology if they become aware of any unauthorised access, disclosure, extraction, copying, loss, or misuse of IC+ Data.

13.6. End Users and Licensed Organisations shall cooperate with Circular Ecology in investigating and addressing any actual or suspected unauthorised access, disclosure, extraction, copying, loss, or misuse of IC+ Data.

13.7. End Users must not publish, post, upload, or otherwise make IC+ Data publicly available except as expressly permitted under this EULA or the applicable Commercial Data Licence Agreement.

14. Updates, Corrections, & Product Changes

14.1. Circular Ecology may, at its discretion, update, amend, supplement, correct, revise, restructure, reclassify, expand, reduce, or otherwise modify IC+, IC+ Data, associated documentation, supporting resources, software components, APIs, classifications, identifiers, mappings, methodologies, or related materials.

14.2. Circular Ecology is under no obligation to provide any update, correction, release, feature, functionality, dataset, category, methodology, interface, enhancement, or other modification to IC+.

14.3. Any update, correction, release, enhancement, or modification to IC+ provided by Circular Ecology shall be governed by this EULA and the applicable Commercial Data Licence Agreement.

14.4. Circular Ecology may withdraw, discontinue, replace, consolidate, rename, or retire any part of IC+ at any time.

14.5. Circular Ecology does not guarantee that any particular data point, emission factor, classification, identifier, feature, interface, API endpoint, structure, methodology, or resource will remain available indefinitely.

15. Support & Maintenance

15.1. Unless expressly stated in the applicable Commercial Data Licence Agreement, Circular Ecology is under no obligation to provide support, maintenance, onboarding, implementation assistance, data mapping assistance, consultancy services, training, service levels, response time commitments, or other support services.

15.2. Where support or maintenance services are provided, they shall be subject to the applicable Commercial Data Licence Agreement or any separate support terms issued by Circular Ecology.

15.3. End Users and Licensed Organisations are encouraged to notify Circular Ecology of suspected errors, omissions, inconsistencies, defects, or other issues identified within IC+ Data using the contact details set out in clause 27.

15.4. Circular Ecology may investigate, correct, update, or otherwise address reported issues at its discretion.

15.5. Additional support, consultancy, implementation assistance, training, or other professional services may be subject to additional fees.

16. Licence Status

16.1. Access to and use of IC+ is conditional upon the Licensed Organisation maintaining a valid Commercial Data Licence Agreement.

16.2. Where a Commercial Data Licence Agreement expires, terminates, is suspended, or is otherwise no longer valid, End Users must immediately cease using IC+ Data except to the extent expressly permitted elsewhere in this EULA or the applicable Commercial Data Licence Agreement.

16.3. Upon termination, expiry, or suspension of the applicable Commercial Data Licence Agreement, Circular Ecology may suspend or remove access to IC+, Approved Tools, APIs, downloads, updates, services, or other resources incorporating IC+ Data.

16.4. End Users and Licensed Organisations must comply with any post-termination requirements set out in this EULA or the applicable Commercial Data Licence Agreement, including requirements relating to the retention, deletion, return, or continued storage of IC+ Data.

17. Compliance

17.1. End Users and Licensed Organisations must comply with this EULA and cooperate with reasonable enquiries made by Circular Ecology in connection with the use of IC+ Data.

17.2. End Users and Licensed Organisations must provide accurate and complete information where reasonably requested by Circular Ecology for the purpose of investigating suspected misuse, unauthorised access, unauthorised disclosure, or other breaches of this EULA.

17.3. End Users must not deliberately conceal, misrepresent, or obstruct the investigation of any suspected breach of this EULA.

17.4. Circular Ecology may suspend or restrict access to IC+ where it reasonably believes that a breach of this EULA has occurred or is likely to occur.

17.5. Additional compliance, audit, verification, reporting, and licensing requirements may apply under the applicable Commercial Data Licence Agreement.

18. Expiry, Suspension, and Termination

18.1. End Users must immediately cease accessing and using IC+ Data upon expiry, termination, suspension, withdrawal, or other cessation of the Commercial Data Licence Agreement held by the Licensed Organisation.

18.2. End Users must not continue to use IC+ Data for Active Use following expiry, termination, suspension, withdrawal, or other cessation of the Commercial Data Licence Agreement.

18.3. Archived Outputs, archived reports, and archived records may be retained after expiry, termination, suspension, or withdrawal of the Commercial Data Licence Agreement, provided that the IC+ Data contained within them cannot be extracted, reused, modified, recalculated, or applied for Active Use.

18.4. Continued use of archived IC+ Data for new work, recalculation, reanalysis, monitoring, verification, updated Outputs, or any other form of Active Use requires a valid Commercial Data Licence Agreement.

18.5. The termination, expiry, suspension, or withdrawal of a Commercial Data Licence Agreement does not grant any ongoing right to use IC+ Data solely because that data remains stored within a Tool, spreadsheet, database, model, platform, workflow, software application, API, or other resource.

18.6. End Users must comply with any post-termination, post-expiry, suspension, deletion, removal, retention, or other requirements applicable to them under this EULA or the relevant Commercial Data Licence Agreement.

19. Warranties & Disclaimer

19.1. Whilst Circular Ecology endeavours to use reasonable skill and care in developing and maintaining IC+, IC+ is provided on an "as-is" and "as available" basis. Circular Ecology does not warrant that IC+, IC+ Data, associated documentation, Outputs, Tools, APIs, or other resources will be error-free, complete, uninterrupted, current, continuously available, or suitable for every use case or purpose.

19.2. Circular Ecology does not warrant that use of IC+ will satisfy any particular regulatory, contractual, certification, procurement, project, reporting, assurance, academic, or professional requirement.

19.3. The Licensed Organisation and End Users remain solely responsible for:

19.3.1. Professional judgement;

19.3.2. Methodology selection;

19.3.3. Data selection;

19.3.4. Assumptions and inputs;

19.3.5. Calculations and analysis;

19.3.6. Interpretation of results;

19.3.7. Reporting outputs; and

19.3.8. Any other decisions made using IC+ Data.

19.4. Except where expressly required by applicable law, no warranties, representations, conditions, or guarantees of any kind are given in relation to IC+ or IC+ Data, whether express, implied, statutory, or otherwise.

20. Limitation of Liability

20.1. To the fullest extent permitted by law, Circular Ecology shall not be liable for any indirect, consequential, incidental, special, exemplary, or punitive loss or damage arising from or relating to IC+, IC+ Data, this EULA, or any Commercial Data Licence Agreement.

20.2. To the fullest extent permitted by law, Circular Ecology shall not be liable for any loss of profits, revenue, business, opportunity, goodwill, anticipated savings, data, or for any business interruption or third-party claim arising from the use of IC+ or IC+ Data.

20.3. To the fullest extent permitted by law, Circular Ecology's total aggregate liability arising under or in connection with IC+, IC+ Data, this EULA, or any Commercial Data Licence Agreement shall not exceed the fees paid by the Licensed Organisation for the relevant licence during the 12 months preceding the event giving rise to the claim.

20.4. Nothing in this EULA excludes or limits liability where such exclusion or limitation is prohibited by applicable law.

21. Relationship with the Commercial Data Licence Agreement

21.1. This EULA applies to End Users authorised by an organisation holding a valid Commercial Data Licence Agreement.

21.2. The Commercial Data Licence Agreement governs the commercial licence granted to the Licensed Organisation, including licence scope, users, entities, Territory, Approved Tools, API permissions, licence period, and other commercial terms.

21.3. Nothing in this EULA grants any rights beyond those granted under the applicable Commercial Data Licence Agreement.

22. Severability

22.1. If any provision of this EULA is held to be invalid, unlawful, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, lawful, and enforceable.

22.2. If such modification is not possible, the relevant provision shall be deemed deleted, and the remaining provisions of this EULA shall continue in full force and effect.

23. Waiver

23.1. Failure by Circular Ecology to enforce any provision of this EULA shall not constitute a waiver of that provision or any other provision.

23.2. Any waiver must be made in writing by Circular Ecology.

24. Changes to this EULA

24.1. Circular Ecology may update this EULA from time to time.

24.2. Updated versions will apply from the effective date stated in the updated EULA, unless otherwise stated.

24.3. Licensed Organisations are responsible for ensuring that End Users are made aware of applicable updates to this EULA.

24.4. Continued access to or use of IC+ after an updated EULA becomes effective constitutes acceptance of the updated EULA, subject to the terms of any applicable Commercial Data Licence Agreement.

25. Governing Law & Jurisdiction

25.1. This EULA shall be governed by the laws of England and Wales.

25.2. The courts of England and Wales shall have exclusive jurisdiction over disputes arising from or in connection with this EULA, except where applicable law provides otherwise.

26. Continuing Obligations

26.1. Clauses relating to restrictions on use, ownership and intellectual property, attribution, confidentiality, data visibility and export controls, warranty disclaimer, limitation of liability, compliance, and governing law shall continue to apply after expiry, termination, suspension, or withdrawal of the applicable Commercial Data Licence Agreement to the extent necessary to give them effect.

27. Contact

27.1. Questions relating to this EULA, IC+ licensing, or compliance may be directed to Circular Ecology via: <https://circularecology.com/contact.html>