



# Fax Order form for SimaPro Service Contract



Prices are in New Zealand Dollars and are valid until 31<sup>st</sup> December 2008

Your details			
Company		Department	
User name		Phone	
Address		Fax	
City, State		E-mail	
Post or ZIP code		Order no.	
Country			

Standard licences	Price for 1 year	Price for 2 years	Price for 3 years	No. of licenses	Subtotal	A service contract entitles you to free software plus at least two data updates and access to the helpdesk. The contract is NOT automatically renewed; you need to order and pre-pay a renewal before the end of your service contract.
Light (single-user)	\$2,400	\$4,560	\$6,480		\$	
Analyst (single-user)	\$2,400	\$4,560	\$6,480		\$	
Multi-user (2 users)	\$3,600	\$6,840	\$9,720		\$	
M.U. additional user	\$1,200	\$2,280	\$3,240		\$	
<b>Total</b>					\$	

Educational Licences	Price for 6 months	Price for 1 year	Price for 2 years	Price for 3 years	No. of licenses	Subtotal	A service contract entitles you to free software plus at least two data updates and access to the helpdesk. The contract is NOT automatically renewed; you need to order and pre-pay a renewal before the end of your service contract.
PhD/Research licence		\$800	\$1,520	\$2,160		\$	
Classroom multi user licence		\$1,600	\$3,040	\$4,320		\$	
Faculty License	\$1,800	\$3,420	\$6,480	\$9,720		\$	
<b>Total</b>						\$	

Signature	
<input type="checkbox"/> Please send me an invoice	<input type="checkbox"/> I will pay by credit card via Paymate.com.au (attracts 3% surcharge) <input type="checkbox"/> An electronic invoice will be sent to you with the payment procedure
<p>I have read the terms of delivery for SimaPro software licenses and I fully understand and agree with the conditions.</p> <p>Name: Company-stamp:</p> <p>Position:</p> <p>Signature: _____ Date: _____</p>	

Fax this page to Life Cycle Strategies at 61 3 9427 7621

Phone 61 417 388 658

Email [simapro@lifecycles.com.au](mailto:simapro@lifecycles.com.au)

## **SimaPro End User License Agreement (EULA) and Service Level Agreement (SLA)**

Issued by PRé Consultants bv, 1 March 2006

### **1. License**

1.1 PRé Consultants bv in the Netherlands (hereafter: PRé) is the rightful owner of the copyright and property rights pertaining to the SimaPro software, associated databases and manuals. PRé has obtained all necessary licenses for the use of third party data.

1.2 If databases supplied with the software have conflicting licensing conditions, the specific database license is leading over the SimaPro licensing conditions where applicable.

1.3 The Licensee is defined as the organisation identified on the order form. The organisation can appoint any person within the organisation as a user, and can change this at any time, provided that no more than one person is appointed at the same time for every licence owned by the organisation.

1.4 PRé grants Licensee the non-exclusive right to use the SimaPro software and accompanying databases. The use consists exclusively of the right to load and run the software, to apply the databases and to add, delete or edit data. Licensee is entitled to make a back up of the software and databases. This does not imply any assignment of the copyright or related rights of the software and databases.

1.5 For indefinite licenses Licensee can use the software and databases for an indefinite period. This includes updates provided under the service level agreement (see under 3).

1.6 For temporary licenses Licensee can use the software and databases during the time period chosen on the order form. After expiration of the license, the software will only run in demo mode. This means all data is still available, visible and printable, but cannot be edited in any way.

1.7 Licenses for educational versions will only be provided if the organisation ordering the license is an educational institute declaring in writing that the sole application of the license is educational and that the software will not be used for commercial purposes. PRé may refuse the delivery of an educational license without obligation to explain the grounds for such decision.

1.8 A special temporary license is available for faculties or departments of educational institutes, which allows distributing single user licenses to employees of the faculty and faculty students that are officially registered as actively taking part in one or more curricula. Students, who have finished these curricula, may no longer use the license.

1.9 The software and databases may only be used by Licensee. Licensee may not assign its rights under this agreement, nor sell, rent out or lease, sublicense, alienate or grant limited rights to the software, data and carriers to which the license applies, nor make them available to third parties in any way or for any purpose whatsoever, without the written consent of PRé.

1.10 Licensee is not entitled to modify the software otherwise than in the context of repairing defects or updating.

1.11 The software and data enclosed may not be copied or typed over to be distributed in any electronic form and may not be published on the Internet. It is specifically prohibited to copy the data into databases of other software packages without the prior written consent of PRé. Licensee is free to print the data in his/her own reports as long as it is expressly stated that (parts of) the data are supplied by PRé, and these may not be published in any form.

1.12 PRé is in no way obliged to make available to Licensee any information regarding the technical working of the program, the data formats and how the data can be exchanged with other systems. PRé is in no way obliged to provide the programs source codes, or to make alterations in the code.

### **2. Registration**

2.1 PRé will send Licensee a registration code within 7 days after reception of a valid order form and (if required) advance payment. This code enables Licensee to install and use the supplied software and databases. Licensee is responsible for installation and registration.

2.2 During installation an additional activation code may be required. This code is generated by an internet application maintained and operated by PRé, and is based only on certain computer hardware characteristics collected by SimaPro. No other information is collected.

2.3 PRé allows a single license to be installed on only one computer hardware. If this hardware is replaced by other hardware, a new activation code is needed, and a new code may be requested. PRé may refuse delivery of a new code, if it has reasons to suspect misuse of the license.

### **3. Service level agreement**

3.1 A service level agreement (hereafter service contract) as specified below can be part of the software license.

3.2 A newly purchased indefinite license includes one free first year of service contract. All temporary licenses include a service contract for the period of the license.

3.3 Service contracts for indefinite licenses will automatically be renewed for a period of one year, unless Licensee sends a written cancellation to PRé at least 4 weeks before expiration date. A service contract renewal always starts the day after the previous expiry date. When a service contract has expired, PRé will give no further support in any way. When a service contract has been cancelled it can no longer be renewed; to obtain a newer version an update has to be purchased.

3.4 The price of service contracts for indefinite licenses will be established by PRé once per year.

3.5 Licensee has the following rights during the period the service contract is valid:

- Licensee will get at least 2 database updates per year. PRé has the sole right to determine the content of the data update.

- Licensee receives all relevant software updates that are released within this period.

- Licensee has free access to the helpdesk of PRé. The Licensee can ask questions concerning the working of the software and the contents of the databases. PRé reserves the rights to refuse answering a question.

3.6 Licensee accepts that software specifications can change with each update.

3.7 If Licensee sends in data to PRé in order to solve technical problems, PRé will keep all data and information strictly confidential.

### **4. Payments**

4.1 Invoices are to be paid within 30 days. If Licensee does not pay the sum due in time, the Licensee owes statutory interest on the unpaid amount, without any notice of default being necessary. If Licensee still fails to pay the claim after being put in default, the claim may be passed on for collection. In this case Licensee is obliged to pay additional extra-judicial and judicial costs, the sum of which shall be established at a minimum of 15% of the total outstanding amount.

4.2 Upon reception of an order for software or database licenses, or service contract renewals, PRé can require advance payment.

4.3 PRé may appoint a partner to send invoices and collect payments and/or credit card payments on its behalf. Payments made to such partners will be considered as payments made to PRé.

### **5. Termination**

5.1. PRé shall have the right to dissolve the contract if Licensee, after being given proper written notice of default and setting a reasonable term in which the breach can be remedied, is in breach of any of its obligations under the contract. PRé shall never be liable for damages because of termination.

5.2. PRé may terminate the contract by written notice having immediate effect, without any notice of default and without judicial intervention, wholly or in part, if Licensee is granted a moratorium on payment, whether or not provisional, if the involuntary winding-up of the Client is requested or if its enterprise is liquidated or terminated in any other manner than through restructuring or a merger of enterprises.

5.3. Upon termination on the basis of this article, Licensee is obliged to cease any use of the software and data from the date of termination and to return to PRé all copies of the software in its possession by registered mail within 10 days after the date of termination.

### **6. Disclaimers**

6.1 PRé disclaims all warranties that the software or the data included in the software package are fit for any particular functional purpose.

6.2 PRé does not warrant that the software will run without interruption or defects, that all defects will be remedied, that the databases do not contain any inaccuracies, or that advise, support or other information given by PRé or its partners does not contain errors.

### **7. Liability**

7.1 The total liability of PRé for imputable breach of contract shall be limited to compensation of direct damage and/or loss up to the amount of the paid license price (exclusive of VAT).

7.2 PRé shall not accept any liability for indirect damage and/or loss, including consequential damage and/or loss, loss of profit, missed savings and loss due to business stagnation.

7.3 Liability of PRé due to an imputable breach of contract shall only exist if Licensee immediately gives proper notice of default in writing, setting a reasonable term in which the breach can be remedied and PRé remains imputably in breach of its obligations even after that term. The notice of default must contain a description of the breach as detailed as possible, so that PRé will be able to respond adequately.

7.4 The total liability of PRé for loss due to death or bodily injury or for damage and/or loss due to the intention or gross negligence of PRé, shall under no circumstances amount to more than the amount for which PRé is insured.

7.5 Except for the cases referred to above, PRé shall not be liable in any way whatsoever for damages, irrespective of the grounds on which an action for damages might be based. A condition for the existence of any right to damages shall always be that Licensee reports the damage and/or loss to PRé as quickly as possible after it arises.

### **8. Choice of Law**

This agreement is subject to Dutch law. Any disputes which might arise between PRé and Licensee shall be decided by the competent court in Utrecht, the Netherlands.