

Fax order form for free SimaPro 7.3 Faculty license



Educational institutes in non-OECD countries can request a free 6 months SimaPro Faculty license. The Faculty license is a single user version that can be installed on multiple computers of students and staff within your department. The Faculty license also includes the ecoinvent v2 database, including access code for the ecoinvent web site (www.ecoinvent.org).

Specific conditions for the free non-OECD SimaPro Faculty license:

- The SimaPro Faculty license is provided free of charge to educational institutes in non-OECD countries only, upon sending this signed order form.
- Delivery is done electronically (via download/email). The user will make sure the registration code or ecoinvent access codes are not distributed outside his/her organisation.
- The software and database are only to be used for educational purposes. Use in paid research projects, or in projects in OECD countries is not allowed.
- After 6 months the software will expire and run as a demo version. The software can be revived by requesting a new Faculty license. The ecoinvent access codes will be renewed after one year.
- Support is only given to the named contact person on this order form.
- PRé Consultants has the right to refuse a free license if there are any suspicions of abuse, and can withdraw or change the offer for a free SimaPro Faculty license at any time.

Your contact details

Organisation		Department	
Contact person		Phone	
Address		Fax	
Post or ZIP code		E-mail	
City			
Country			

License agreement and signature

Yes, I want to request a free 6 month SimaPro Faculty license with ecoinvent v2 database license.

I have read the SimaPro End User License Agreement (EULA) and Service Level Agreement (SLA) for SimaPro software licenses released 1 March 2006, the specific conditions for the use of the free Faculty license, and the ecoinvent database conditions. I fully understand and agree with these conditions. I declare that the licences will ONLY be used for educational purposes by students and staff registered at our faculty.

Indicate the start date of the license:

Name:

Signature:

Position (must be lecturer/professor):

Date:

I give permission to send me the occasional e-mail with information on training dates, special offers, etc. Your email address will only be used by PRé Consultants or its local partner. (permission required by Dutch Telecom Act).

Fax this page to PRé Consultants: + 31 33 4555024
or to your local partner (www.pre.nl/partners)

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 advice, 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.

Terms of Use for ecoinvent Data v2.0 for end users

Document version 20.11.2007

§ 1 Scope of the business conditions and subject matter

1. The business conditions for end users shall apply to all contractual relationships in which end users acquire the ecoinvent Data v2.0 directly from the ecoinvent Centre (Swiss Centre for Life Cycle Inventories) or via a reseller. The ecoinvent Centre is hereinafter referred to as the "licensor", end users as the "licensee" and LCA Software suppliers as "resellers".

2. Subject to the terms of use set forth in this agreement, the licensor grants the licensee the right to use the ecoinvent Data v2.0, the accompanying CD-ROM with the final reports, and any other related written material, hereinafter collectively referred to as the "ecoinvent Data".

3. As a rule the ecoinvent Data may be used in different versions and either as a single-user version on an individual computer or as a multi-user version on several individual computers (or a workstation) at the licensee's site.

4. The licensee gets the ecoinvent membership and with that full and unlimited access to the entire content of the ecoinvent Database (including dataset download). The licensee gets a CD-ROM including all final reports of the ecoinvent projects. The reports comprise a detailed description and a derivation of data and information of all datasets in ecoinvent Data v2.0.

§ 2 Prices

1. The compensation for the transfer and use of the ecoinvent Data of the respective version and licence type is subject to the price list valid at the time of the order or subject to a written agreement between the parties regarding the price.

2. The compensation shall be paid in advance. After payment, login and password are submitted to the licensee that allows for an access to the ecoinvent Database v2.0. The final reports' CD-ROM is also sent out after payment.

§ 3 Rights to use

1. As between the parties, the licensor reserves all rights in and to the ecoinvent Data. By transferring the ecoinvent Data, the licensee is granted a right to use as set forth herein, unless additional rights to use are explicitly granted in a written document.

2. The licensee is granted a non-exclusive licence that may not be assigned (see § 5), to use the ecoinvent Data as a single-user licence only on a single computer and to use it as set forth herein. As a multi-user version, the ecoinvent Data may be implemented on a certain number of computers or workstations at the same location. The number of concurrent computers using the ecoinvent Data is specified in the licensee's order and in the respective bill.

3. The licensee is entitled to use the ecoinvent Data v2.0 for an unlimited number of LCA projects and reports. Data shall be quoted by attributing the source to the corresponding final ecoinvent report.

4. Multi-user licensees need at least one single-user licence.

5. The licensee shall not make more than one (1) backup copy of the data. The backup copy shall be marked as such.

6. If the entire ecoinvent Data must be backed up at regular intervals in order to ensure data safety or a fast restoration of the computer system after a computer crash, the licensee may make the mandatory number of backup copies. The respective data carriers shall be marked accordingly. Backup copies shall be used exclusively for archiving purposes.

§ 4 Limits on the right to use

1. The use of a single user licence is connected to one identified person. The use of a multi-user licence is connected and limited to a corresponding number of identified persons. This right to use the licence may only be transferred to other employees of the licensee with approval of the licensor.

2. The use of the ecoinvent Data by preparing extracts, or for further use for commercial purposes is prohibited. The licensee shall not reproduce, disseminate or publicly display the ecoinvent Data as a whole or any substantial part thereof, as determined by their nature and quantity. Reproduction, dissemination or public display with regard to nature and quantity of insignificant portions of the ecoinvent Data is prohibited, to the extent this would unreasonably affect the legitimate interests of the licensor.

§ 5 Assignment

1. The licensee may not assign the ecoinvent Data as a whole or in parts to any third party.

2. ecoinvent Data or any portions thereof may not be rented, leased or be on loan.

§ 6 Other rights

1. The licensor reserves any other rights regarding the use and exploitation of the ecoinvent Data. In particular, licensees are not authorized to use the ecoinvent Data concurrently on more than the workstations specified in the bill or to distribute reproductions of the ecoinvent Data or substantial portions thereof.

2. The ecoinvent licence is valid for the present as well as all preceding ecoinvent Data versions, e.g., the licence for ecoinvent Data v2.0 is as well valid for previous releases¹. The ecoinvent licence v2.0 is also valid for Intermediate updates of the ecoinvent Data version 2.0 (i.e. versions 2.1 and 2.2, etc., if any).

3. Upon availability of a new ecoinvent Data release, i.e. ecoinvent Data v3.0, the licence for the old ecoinvent Data version expires and a new licence is due. The licensee may purchase the new licence for payment of the update price quoted in the licensor's price list. The old licence is valid until three months after the publication of a new version. New versions of ecoinvent Data are expected to be published at regular intervals of three to four years.

4. If the licensee chooses not to purchase a new licence, the licensee loses the ecoinvent member state and is reset to ecoinvent guest² three months after the new ecoinvent Data version is being published. At the same time, the licensee's right to use the ecoinvent support in accordance with § 7 expires.

§ 7 Support and hotline

1. The licensee is entitled to standard support for the ecoinvent Data (the current and all previous versions). The licensor assists the licensee in problems and questions related to ecoinvent Data. The right for standard support is applicable during the entire licence period.

2. Identified persons as set out under § 4.1 are entitled to use the support.

3. Standard support includes intermediate updates of the ecoinvent Data (error corrections), access authorisation to the solution collection "frequently asked questions (FAQ)", and the possibility of direct contact with the licensor via e-mail or fax. The licensee's questions will be answered by e-mail or fax. The response time is typically a maximum of five working days. If more time is needed for a response, the licensee will be notified.

4. Direct contact via e-mail or fax requires a detailed description of the problem or potential error encountered. The person

entitled to use the support shall first refer to the information provided in the user manual (webpage "How to use"), or in the FAQ pages prior to contacting the licensor.

5. Direct contacts are restricted to questions concerning the data and the standard program features of the Query tool as documented in the user manual. Standard support does not include telephone consultations, on-site service, training, data recovery, backup of data, programming and modelling, maintenance service regarding the implementation of ecoinvent Data in LCA software tools.

6. Intermediate updates (e.g., version 2.1) are communicated via e-mail and on the ecoinvent website. Updated datasets can be accessed via the internet and via the resellers.

§ 8 Validity and material defects of ecoinvent Data

1. It is within the responsibility of the licensee to verify and assess the validity and integrity of the ecoinvent Data prior to their use and to decide whether or not it fits for the intended use. In case of use of the data, especially for damage prone applications, the licensee is obliged to verify the proper integration of the data based on the documented references and descriptions.

2. The licensor's liability for material defects is restricted to the proper transfer of ecoinvent Data from the documented sources into the database. In case of provable transfer and integration errors or doubtless derivation errors, the licensor shall make a corrected data record available. The licensor does not assume any other warranty obligations - in particular, for the integrity of the ecoinvent Data provided or its fitness for the licensee's intended use.

§ 9 Guarantee

1. The licensor guarantees that the ecoinvent Data is not subject to the rights of third parties, in particular that its use does not infringe patents, copyrights or other intellectual property rights of third parties. The licensee shall notify the licensor immediately and in writing if any third party should assert an infringement claim against the licensee in connection with the ecoinvent Data.

2. The licensor guarantees the operability of the ecoinvent Data and that it has been written following the accepted rules of programming.

3. No guarantees for technical details or for the capability and/or suitability of the ecoinvent Data for a specific purpose beyond the specifications in the user manual are made.

4. In case of programming errors limiting the usability of the ecoinvent Data, the statutory guarantee provisions apply, the warranty period being one year.

§ 10 Venue and governing law

1. All disputes arising out of or in connection with the present agreement, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved, to the exclusion of the ordinary courts by an **Arbitral Tribunal of the Zurich chamber of commerce** with seat in Zurich in accordance with the International Arbitration Rules of the Zurich Chamber of Commerce. The decision of the Arbitral Tribunal shall be final, and the parties waive all challenge of the award in accordance with Art. 192 Private International Law Statute. **Arbitration shall take place in Zurich under the Law of Switzerland.**

§ 11 Final provisions

1. This Agreement may be varied only by written agreement signed by both parties.

¹ All versions of the previous release (versions v1.01, v1.1, v1.2, and v1.3) are available.

² Ecoinvent guests have access to the meta information of all datasets but not to the raw data, the results of the life cycle inventories and impact assessments. They have no access to the download section.