



LCA SimaPro Software & Support Order Form

Professional

prices valid until October 2010



Contact Information– Please provide us with contact information. All activation codes, updates and renewal notices will be sent to this contact. The user may be changed at a later date by contacting EarthShift or PRé.

Organization	Address
Contact Name	City, State
Phone	Zip
Email	Country

Step 1: SimaPro LCA Software– Select a license and indicate the quantity

All SimaPro licenses include the current ecoinvent database plus a free one year service contract.

If you are upgrading from a temporary to an indefinite license, the entire cost of your temporary license can be applied towards the purchase of an indefinite license if upgraded within the 1 year period. To receive credit for your temporary license please enter "-1" in the quantity field.

	1yr temporary single user	Qty	indefinite single user	Qty	indefinite multi-user (2 users)	Qty	indefinite extra- user for multi- user	Qty
Compact	\$3,000		\$5,300		\$7,850		\$2,650	
Analyst	\$4,100		\$8,200		\$12,300		\$4,100	
Developer	\$6,000		\$11,950		\$17,900		\$6,000	

Step 2: Service Contracts for Indefinite Licenses- A service contract entitles you to all software and database updates as well as access to the SimaPro help desk for technical support.

*For New Indefinite Licenses-*The first year of service is included with your license but you can add on additional years of service now to save money and avoid yearly contract renewals.

	Single User	Qty	Multi-user	Qty	Extra-user for multi-user	Qty
2yr of service (5% discount)	\$1,450		\$2,150		\$750	
3yr of service (10% discount)	\$2,700		\$4,050		\$1,350	

For Upgrades to Indefinite Licenses- If you are upgrading from a temporary to an indefinite license you must purchase at least a one year service contract unless upgrading within the first three months of your temporary.

	Single User	Qty	Multi-user	Qty	Extra-user for multi-user	Qty
one year	\$1,500		\$2,250		\$750	
two years (5% discount)	\$2,850		\$4,050		\$1,450	
three years (10% discount)	\$4,050		\$6,050		\$2,050	

Step 3: Training & Support– Choose from the packages below to get the support and training you need to get started, or to enhance your LCA projects and skills. All training classes and consulting time must be used within one years time from date of purchase. Select preferred training dates from our regularly scheduled classes, www.earthshift.com/training.

	Description	Portsmouth, NH	Your Location	Total
Accelerator	Fast Track your LCA team with 2 days custom training followed by one day project modeling support for up to 4 people	\$7,500	\$9,500 + travel	
Expediator	2 Day on-site course, Portsmouth, NH plus 2 advanced 3 hour online LCA classes of your choice for one person and 20 hrs of phone/web based consulting		\$6,700	<i>Courses/dates*</i>
Cruiser	Intro to LCA online course and 2 session (6 hour) Applied LCA in SimaPro course for one person with 10hrs of phone/web based consulting		\$3,350	
Trainer	Intro to LCA online course and 2 session (6 hour) Applied LCA in SimaPro course for one person		\$1,500	

*Requested training dates are not guaranteed and all classes are subject to cancellation and minimum enrollment.

Wrapping it up...

Step 4: Would you like the SimaPro CD-ROMs?- The SimaPro installation package plus all manuals and ecoinvent data reports can be found online, however if you wish to receive the CD-ROMs and manual hardcopies a \$15 shipping fee will be added to your order. Please indicate your answer below:

<input type="checkbox"/>	Yes, send me the CD-Roms (\$15 fee)
<input type="checkbox"/>	No, I will access everything online

Step 5: Questions & Comments- If you have any special requests, pre-agreements or concerns please indicate them here and we will address them before processing your order.

Step 6: Review and Total your order

subtotal for Software:	
subtotal for Service Contracts:	
subtotal for Training & Support:	
optional shipping:	
TOTAL:	

Step 7: SimaPro End User License Agreement- Please read the SimaPro End User License Agreement (EULA) and Service Level Agreement (SLA), issued 1 March 2006 as well as the ecoinvent database conditions on the following page and indicate your agreement below:

I _____ (name) **agree to the terms of the SimaPro End User License Agreement on behalf of** _____ (organization).

Step 8: Payment options- Please indicate below whether you will be paying by credit card, attaching a Purchase order or mailing in a check.

<input type="checkbox"/>	I will attach a Purchase order for the total amount to this order (Payment terms 30 days)		
	PO #		
<input type="checkbox"/>	I wish to make this purchase now with the below credit card		
	Credit Card # (Visa/Master Card/AmEx/Discover)	Exp. Date	
	Name on Card	Email for Receipt	
<input type="checkbox"/>	I will mail in a check for the total amount to the address below (order will not be processed until check is received)		

Fax or email this form to EarthShift - (802)329-2214

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phone 802-434-3326 · e-mail info@earthshift.com · web site www.earthshift.com

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

Issued by PRé Consultants bv, 1 March 2006 and administered by EarthShift.

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.

1.13 Licensee permits licensor to disclose licensee's company name, logo and/or project information in a list of representative clients made available in licensor's marketing materials and website.

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.