

# License Agreement

## License holder (LICENSEE):

(Company name and address will be listed on every printout):

Company Name: \_\_\_\_\_

Main Contact person (will not appear on printouts): \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Zip code/City: \_\_\_\_\_

Tel.: \_\_\_\_\_

Email: \_\_\_\_\_

(Max. 40 characters in each line) NOTE: If Invoice should go to other address, please enclose details.

## Type of Business:

(Please tick the appropriate box):

Manufacturer, large turbines

Manufacturer, cogen

Utilities

Manufacturer, small turbines

Manufacturer, bio

Public authorities

<=25kW

Manufacturer, solar

Educational institution/research

Project developer

Investors / facility owners

Miscellaneous

Reseller

Consultant

## Type of License:

(Please tick the appropriate box):

Standard license

One-year license

University /

Educational license

## General License Conditions:

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Free access to data through the EMD Online Data Service is maintained for a minimum of one year after the release of a newer version of the licensed software.

The purchase price for the license(s) and any other costs in connection with this agreement are payable upon issuance of order confirmation by EMD International A/S to the LICENSEE, unless other payment terms have been agreed.

This agreement will commence on the date, when the license file for the software is produced and send to the LICENSEE by e-mail.

**Special Conditions for One-Year Licenses:** The supplied license(s) is only valid for a TIME-LIMITED period of ONE YEAR. Upon expiry, the software will return to demo mode.

**Special Conditions for University / Educational Licenses:** The supplied license(s) can **ONLY** be used for research and educational purposes, no commercial use is allowed, which will be specified on all print outs from the software together with the name of the university / institution. EMD International A/S will only provide support to one appointed contact person of the university / institution.

The software license(s) (programs / modules / no. of licenses/languages) supplied initially under this Agreement is:

## Type of Software:

(Please tick the appropriate box):

windPRO

energyPRO

Modules	Language(s)	Number of Licenses

In connection with this license purchase I / we consent to the following terms:

**Restrictions, Disclaimer and Limitation of Liability**

*Article 1. Software Restrictions*

No part of the program may be decompiled, disassembled, reverse-engineered nor may the source code be derived in any other way. No part of the program may be modified or used to derive other software products from it, including translation or localization, but excluding packaging for software distribution. If the Licensee is a legal entity, the Licensee can transfer usage rights to subsidiaries and/or affiliated companies whose relation is characterized by (a) majority ownership or majority-interest (b) being controlled or a controlling company (c) being in the same company group (d) cross-shareholding or (e) being parties to an enterprise agreement. Beyond subsidiaries and affiliated companies, the program or documentation may not be disclosed to or used by a third party without a written permission from EMD International A/S. License rights will be discontinued if the terms of payment are not respected.

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**b.** In no event will EMD International A/S be liable for indirect, consequential, incidental or special damages including, but not limited to, lost profits and lost savings arising out of the use or inability to use the software, even if EMD International A/S has been advised of the possibility of such damages or for any claim by the LICENSEE based on a third party claim.

**c.** For any claim whatsoever related to the subject matter of this Agreement, EMD International A/S's liability for actual damages, regardless of the form of action, shall be limited to the amount paid to EMD International A/S for the license for the software that caused the damages or that is the subject matter of, or is directly related to, the cause of action.

**d.** The LICENSEE agrees to indemnify, defend and hold harmless, EMD International A/S for liability arising out of any negligent act or omission of the LICENSEE, its employees, contractors or agents with respect to the software.

**e.** No action, regardless of form, arising out of this Agreement, may be taken later than two years after the cause of action has arisen, except for breach of the provisions in article 1, for which four years shall apply.

*Article 3. Arbitration.*

Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall - unless it is settled by direct negotiation - be settled by arbitration in accordance with the arbitration rules established by the United Nations Commission on International Trade Law (UNCITRAL) in effect on the date of this agreement. The number of arbitrators shall be one. The language to be used in the arbitrary proceedings shall be English. The place of arbitration shall be Copenhagen, Denmark. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

**Future Service Options**

For future upgrades and support of the licensed software upon expiry of the first year of free service, the LICENSEE can choose between the following options (please tick where appropriate):

- Yes, I would like to enter on-going service for my **STANDARD** license, which includes:
  - ✓ Free access to latest versions (developments) of program(s)
  - ✓ Free support by phone or e-mail to software specific questions.

The annual service fee is 20% of the current valid list price for the license(s) / module(s) supplied to you. Our latest price list is always available at: [www.emd.dk](http://www.emd.dk) The service fee is invoiced on an annual basis. Please note that the LICENSEE can at any time choose to cancel on-going service with expiry at the end of the prepaid period, if so requested.
- No, I do not want to enter on-going service at this time, but please contact me after the first year when the free service period expires to discuss a possible prolonging of service.
- Yes, I would automatically like to enter on-going service for my **UNIVERSITY / EDUCATIONAL** license based on the information and prices I have received from EMD International A/S.
- Please contact me before the termination of the **ONE-YEAR LICENSE** to discuss a continuation of the license or a possible upgrade to a standard license.

By signing, I / we accept the terms and conditions specified in this License Agreement:

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Date	Signature, LICENSEE	V.A.T. No <i>(Only needed for EU-based companies /institutions)</i>
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