

## 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 license

### General License Conditions:

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One user license can be activated by a user on a stationary and one additional computer (dominated as co-license) provided it is the same user.

The purchase price for the supplied license(s) from EMD International A/S includes one year of free software updates and hotline support starting from the nearest quarterly date from the delivery date. Future software update and hotline support fees are calculated starting from the date when these services expired (support expiry date). In the event of subsequent purchase of additional license(s), the support expiry date on these will be identical to the support expiry date on the existing license(s) unless a separate support synchronization fee has been paid for the existing license(s) in connection with this purchase. If support payment is discontinued on some of the additional licenses it will be considered as a downgrade. If the LICENSEE wishes to have the additional licenses included in the license again upon release of a new software version, the LICENSEE will have to purchase these additional licenses according to the current full rate for additional licenses.

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 has been agreed.

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

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

**Restrictions, Disclaimer and Limitation of Liability**

*Article 1. Software Restrictions*

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**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.

**Support and Maintenance Agreement**

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

- Yes, I would automatically like to enter into a support and maintenance agreement for my **STANDARD** license, which includes:
  - ✓ Free download of latest versions (developments) of program(s)
  - ✓ Free of charge support by phone or e-mail in using the software and other related topics.
 The annual support and maintenance agreement costs are 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) Please note that the LICENSEE can at any time choose to cancel the entered support and maintenance agreement with expiry at the end of the forthcoming quarter, if so requested.
- 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
- Yes, I would automatically like to enter a support and maintenance agreement for my **UNIVERSITY** license based on the information and prices I have received from EMD A/S.
- No, I do not want a support and maintenance agreement at this time, but please contact me after the first year when the free support period expires to discuss a possible prolonging of the agreement.

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tel: +45 9635 4444, fax: +45 9635 4446, e-mail: [emd@emd.dk](mailto:emd@emd.dk)*

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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By completing this form, you accept that EMD can store your information. We will never sell or share your information with others. We may send you emails with related content. Please see our privacy statement for more information:  
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