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AGREEMENT FOR USE OF BIOWIN SOFTWARE ACADEMIC LICENSE

Agreement made to be effective from _____ (*date*) between EnviroSim Associates Ltd., a Canadian corporation having its office at 7 Innovation Drive, Suite 107, Dundas, Ontario, Canada ("EnviroSim") and

University: _____ ("The University")

Faculty member: _____

Address: _____

Email: _____

Telephone : _____

This agreement is to establish the conditions for using the BioWin software academic license purchased by universities at a discount price.

BioWin is a simulation tool for biological wastewater treatment plant design, analysis and operator training. The package is also useful as an educational tool for both undergraduate and graduate teaching. EnviroSim offers academic licenses to Universities at considerable discounts to the price for "commercial" users such as consulting engineers and municipalities. The intent is that academic licenses are used in the context of education. Specifically, academic licenses may NOT be used for contract research or to provide consulting services.

In the event that the University or any of its representatives (students, staff, faculty members) wishes to use BioWin for "commercial" purposes (including contract research), then arrangements for the purchase of a commercial license must be made.

With the above in mind, and in consideration of the mutual undertakings and conditions contained herein, the parties agree as follows:

1. BioWin academic licenses may be used by bona fide students and University employees for educational and teaching purposes only.
2. BioWin academic licenses may not be used to provide services (paid or un-paid) to municipalities or consulting engineers. Universities wishing to provide these services must purchase a commercial software license.
3. This Agreement does not alter the terms and conditions of the “EnviroSim License Agreement” or the “Limited Warranty” (see attachment).
4. This Agreement shall supersede and cancel any and all previous undertakings, oral and written, between the parties, and cannot be altered except by written Agreement signed by both parties.

IN WITNESS WHEREOF the parties hereto, intending to be bound, have executed this agreement with effect from the date first above written.

FOR: The University

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

PLACE: _____

WITNESS

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

PLACE: _____

FOR: EnviroSim Associates Ltd.

NAME: _____ Peter L. Dold

TITLE: _____ President

SIGNATURE: _____

DATE: _____

PLACE: _____ Hamilton, Ontario

WITNESS

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

PLACE: _____

EnviroSim Academic End User License Agreement – Cloud-based Software Licensing

This is a legal agreement between you (either an individual or an entity) and EnviroSim Associates Ltd. If you do not agree with the terms of this agreement, return the software and any accompanying material to EnviroSim.

1) **GRANT OF LICENSE.** EnviroSim grants you a non-exclusive license to use one copy of the provided EnviroSim software program.

- i) This type of license shares a specified number of seats among a pool of users.
- ii) The software will be licensed in lots of 50 seats that will be available to a user pool of up to 50 users, 100 seats for 100 users, etc.
- iii) EnviroSim will provide an email address and password to be used by all registered users; this will be the designated user ID for every user in the pool of license users.

2) **PAYMENT TERMS.**

- i) Academic licenses are active for one year after purchase and should be renewed on an annual basis to remain active.
- ii) Active Academic licenses receive free updates and ongoing technical support.
- iii) Academic licenses will be renewed upon receipt of payment, updating the current expiry date by one year
- iv) If payment is not received, the software will not be accessible after the expiry date.
- v) Licenses can be reactivated for a full year for the same price as a new license.

3) **COPYRIGHT.** This software is owned by EnviroSim and is protected by Canadian copyright laws and international treaty provisions. Therefore, you must treat the software like any other copyrighted material (for example, a book), with the following single exception. EnviroSim authorizes you to install copies of the software on multiple computers so long as there is no possibility of each license being used on more than one computer at the same time. You may not copy the manual(s) or written materials accompanying the software.

4) **LICENSE VALIDITY.** The software verifies the license validity using a cloud-based license server. Operation of the software requires a stable internet connection so that the license can be verified periodically.

5) **LICENSE CONDITIONS.** The GRANT OF LICENSE is limited to the period for which the license is valid.

- 6) **OTHER RESTRICTIONS.** You may not sell, rent, license, loan or lease the software or any of the accompanying materials. You may not reverse engineer, decompile or disassemble the software.
- 7) **GOVERNING LAW.** The terms of this Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada.

Limited Warranty

- EnviroSim warrants that the software will perform substantially in accordance with the User Manual(s) for a period of 90 days from the date of receipt. Any implied warranty on the software is limited to 90 days.
- EnviroSim's entire liability and your only remedy shall be, at EnviroSim's option, either (a) return of the purchase price or (b) replacement of the software that does not meet EnviroSim's Limited Warranty. This Limited Warranty is void if failure of the software has resulted from accident, abuse, or misapplication.
- EnviroSim disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the software, the accompanying manual(s) and written materials.
- In no event shall EnviroSim Associates Ltd. and/or its owners be liable for any loss of profit, or any other commercial damage, including but not limited to special, incidental, consequential, or other damages arising out of the use of or inability to use this EnviroSim product.
- EnviroSim's entire liability under any provision of this agreement shall be limited to the amount paid by you for the software.
- Should you have any questions concerning this Agreement please contact: EnviroSim Associates Ltd., 7 Innovation Drive, Suite 107, Dundas, Ontario, L9H 7H9, CANADA.