

An openLCA Service Contract entitles you to a dedicated service and support by GreenDelta and its partners for the openLCA LCA software, [www.openlca.org](http://www.openlca.org), including a special support phone number and a dedicated support email address, and a guaranteed response time for any issues that arise. Service and support are available in a variety of languages. Users with a valid ecoinvent openLCA maintenance contract should use the openLCA ecoinvent service contract order form.

Service contracts are automatically renewed for one year on the expiration date. You can cancel in writing up to one month before the expiry date. Prices are in Euro (€) excl. VAT and are valid until December 31<sup>st</sup> of December 2013.

Your Details			
Organisation		Department	
User Name		Phone	
Address		Fax	
Zip Code		Email	
City		VAT no.*	
Country		Comment	
* EU countries only: enter a valid VAT (MWS, MOMS, TVA, IVA, BTW) number to save 19% tax (EU tax regulations)			

Select your service contract				
	Professional contract		Educational contract	
Contract duration	Single user	Multiple users	Single user	Multiple users
One year	1 800€	2 700€	700€	1 400€
Two years	3 420€	5 130€	1 330€	2 660€
Three years	4 860€	7 230€	1 890€	3 780€

Payment
Your service contract will only be valid after reception of payment.
<input type="checkbox"/> Please send me an invoice electronically as PDF-file <input type="checkbox"/> Please send me an invoice by post, address as specified above <input type="checkbox"/> Please send me an invoice by post to another address:

Agreement and signature
<input type="checkbox"/> I have read the openLCA Service Contract Agreement and I fully understand and agree with these conditions.
Name: _____ Company stamp: _____ Position: _____ Signature: _____ Date: _____

**Please fax this page to GreenDelta GmbH: +49 30 4849 6991**

GreenDelta GmbH – Müllerstraße 135 - 13349 Berlin GERMANY

+49 030 4849 6030 - [gd@greendelta.com](mailto:gd@greendelta.com)

## openLCA Service Contract Agreement

Issued by GreenDelta GmbH, 29th of April 2013

### 1. Contract

1.1 GreenDelta GmbH is the rightful owner of the licence rights pertaining to the openLCA software.

1.2 The contracting party 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.

1.3 An educational contract 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 service will not be used for commercial purposes.

### 2. Registration

2.1 After reception of a valid order form and (if required) advance payment, GreenDelta GmbH will send to the client an order confirmation.

2.2 GreenDelta GmbH will provide to the contracting party all information needed concerning the technical support within 7 days after reception of the payment.

### 3. Service level agreement

3.1 Service contracts will automatically be renewed for a period of one year, unless contracting party sends a written cancellation to GreenDelta GmbH 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, GreenDelta GmbH will give no further support in any way. When a service contract has been cancelled it can no longer be renewed.

3.2 Contracting party has the following rights during the period the service contract is valid:

- Dedicated service and support by GreenDelta and its partners for openLCA
- A special support phone number and a dedicated support email address
- A guaranteed response time of three working days for any issues that arise.
- Service and support is available in a variety of languages.

3.3. The client agrees that questions related to programming, LCA case study modelling and data collection are not part of the openLCA service and support.

3.4 The contracting party accepts that software specifications can change with each update.

3.5 If the contracting party sends in data to GreenDelta GmbH in order to solve technical problems, GreenDelta will keep all data and information strictly confidential.

### 4. Payments

4.1 Invoices are to be paid within 30 days. If the sum due in time is not paid, the contracting party owes statutory interest on the unpaid amount, without any notice of default being necessary. If the contracting party still fails to pay the claim after being put in default, the claim may be passed on for collection. In this case the contracting party is obliged to pay additional extrajudicial 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 service contract GreenDelta GmbH can require advance payment.

4.3 GreenDelta GmbH 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 GreenDelta GmbH.

### 5. Termination

5.1. GreenDelta GmbH shall have the right to dissolve the contract if the contracting party, 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. GreenDelta GmbH shall never be liable for damages because of termination.

5.2. GreenDelta GmbH may terminate the contract by written notice having immediate effect, without any notice of default and without judicial intervention, wholly or in part, if the contracting party 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 support service.

### 6. Disclaimers

6.1 GreenDelta GmbH does not warrant that the software will run without interruption or defects, that all defects will be remedied, or that advice, support or other information given by GreenDelta GmbH or its partners does not contain errors.

### 7. Liability

7.1 The total liability of GreenDelta GmbH for imputable breach of contract shall be limited to compensation of direct damage and/or loss up to the amount of the paid contract price (exclusive of VAT).

7.2 GreenDelta GmbH 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 GreenDelta GmbH due to an imputable breach of contract shall only exist if the client immediately provides proper notice of default in writing, setting a reasonable term in which the breach can be remedied and GreenDelta GmbH 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 GreenDelta GmbH will be able to respond adequately.

7.4 The total liability of GreenDelta GmbH for loss due to death or bodily injury or for damage and/or loss due to the intention or gross negligence of GreenDelta GmbH, shall under no circumstances amount to more than the amount for which GreenDelta GmbH is insured.

7.5 Except for the cases referred to above, GreenDelta GmbH 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 the client reports the damage and/or loss to GreenDelta GmbH as quickly as possible after it arises.

### 8. Choice of Law

8.1 This agreement is subject to German law. Any disputes which might arise between GreenDelta GmbH and contracting party shall be decided by the competent court in Berlin, Germany.