

SimaPro SaaS Terms of Use

PRé Consultants

Contents:

- Article 1. Definitions
- Article 2. Applicability
- Article 3. Limitations of use
- Article 4. Guarantees of the User
- Article 5. Duration of the use
- Article 6. Intellectual property
- Article 7. Disclaimer
- Article 8. Choice of Law and competent court

Article 1. Definitions

The definitions, used in these SimaPro Terms of Use will have the following meaning:

User Account	the account enabling the User to access and use SimaPro and the SimaPro Data
Agreement	the agreement between PRé and the Customer or a Partner and a Customer on the basis of which the User is granted the right to use (a part of) SimaPro and the SimaPro Data
Customer	the legal entity that enters into the Agreement with PRé or a Partner
User System	any (element or combination of) software or hardware used by the User to access SimaPro or the SimaPro Data, including computer-, data- or telecom facilities and an internet connection
User Data	data that are not part of the SimaPro Data and that are processed by the Customer, whether or not as part of a dataset or database, using SimaPro and/or the SimaPro Data
SimaPro Data	all data (originally) contained in a database, dataset or data library that is offered within SimaPro
Intellectual Property Rights	intellectual property rights, wherever in the world, whether registrable or unregistrable, registered or unregistered, including but not limited to copyrights and data base rights
New Version	a successive version of SimaPro with new or amended functionalities
Partner	the party that is authorized by PRé to resell services provided by PRé
PRé	PRé Software Solutions B.V. (if the User's organization is

	established in the USA or Canada) or PRé Consultants B.V. (if the User's organization is established outside the USA or Canada)
PRé's Systems	the infrastructure consisting of hardware and software that PRé uses to provide SimaPro and the SimaPro Data
Scenario	a pre-defined set of variations of hotspots from an underlying model
SimaPro	the standard online software application offered by PRé under the name SimaPro
User	the user of SimaPro and/or SimaPro Data, working at the Customer's organization or at a third party's organization

Article 2. Applicability

- 2.1 Each and every use of SimaPro and of (a part of) the SimaPro Data is subject to these SimaPro Terms of Use. Using SimaPro or (a part of) the SimaPro Data implies acceptance of these SimaPro Terms of Use.
- 2.2 PRé reserves the right to change these Terms of Use unilaterally. The continuation of the right to use SimaPro and the SimaPro Data is subject to acceptance of such amended Terms of Use.

Article 3. Limitations of use

Solely Users that have been granted a license by a Customer in accordance with the Agreement and that are registered by that Customer in accordance with the Agreement have the right to use SimaPro and the SimaPro Data. The extent of such use depends on the type of license obtained by the relevant Customer for that User.

Article 4. Guarantees of the User

- 4.1 The extent of the use of the SimaPro SaaS Services per User varies, depending on the type of license, obtained by the Customer for a User. A license may be provided for commercial purposes ('Business Package') or educational purposes ('Educational Package'). PRé reserves the right to amend the functionality per license or rights of Users at its discretion.
- 4.2 The User guarantees:
- a) to use SimaPro and the SimaPro Data for business purposes or educational purposes (depending on whether a 'Business Package' or 'Educational Package' is obtained) of the User's organization only;
 - b) to refrain from using SimaPro and the SimaPro Data in any way that violates the legitimate business interests of PRé, its third-party suppliers and Partners;
 - c) to use SimaPro and the SimaPro Data in accordance with these SimaPro Terms of Use and the instructions of PRé or a Partner (if applicable) only, whether given in writing or orally;
 - d) to comply with the provisions of enduser license agreements (EULA's) of third parties, if applicable in accordance with Article 4 of these SimaPro Terms of Use;

- e) to refrain from publishing or making available to others derivative software, databases, data libraries or datasets or database-like products using all or any part/portion of SimaPro or the SimaPro Data;
- f) to refrain from sharing the SimaPro Data (with the exception of the results of Scenarios) with any (legal) person that is not a User and in any event complying with the limitations that are set by PRé and/or by the User that disclosed the SimaPro Data;
- g) to protect access to the User Account by keeping the respective usernames, passwords and possible other credentials strictly confidential;
- h) to notify PRé immediately from becoming aware of theft, loss or abuse of the credentials referred to under section g) or from becoming aware of any abuse of SimaPro or the SimaPro Data;
- i) to refrain from violating any copyright, database right or other intellectual property right of PRé or any third party;
- j) to refrain from using SimaPro and the SimaPro Data in any way that causes, or may cause, damage to the availability or accessibility of SimaPro or the SimaPro Data;
- k) to use SimaPro and the SimaPro Data in accordance with all applicable laws;
- l) to prevent any party other than Users from accessing SimaPro and the SimaPro Data.

4.3 PRé may assume that all actions undertaken from a User Account after logging in with a valid username and password are authorized and supervised by the User to whom the User Account was assigned, unless the User Account has (as (to the sole opinion of PRé) sufficiently demonstrated by that User) been abused by a third party without any relation to a breach by that User of these Terms of Use or act of negligence by that User.

4.4 In the event of the occurrence of any of the following situations:

- abuse of SimaPro or the SimaPro Data; or
- a failure to accept these SimaPro Terms of Use or of any amendment to these SimaPro Terms of Use by a User; or
- a violation by the User of the obligations or guarantees set out in these SimaPro User Terms; or
- a breach of the Agreement by the Customer that has ordered the license on which a right to use SimaPro or the SimaPro Data is based;
- the occurrence of a threat to the stability, continuity or security of SimaPro or the SimaPro Data for whichever reason;

PRé may (in its sole discretion) intervene and take any measure it deems appropriate to end such situation from continuing, including but not limited to the termination of the use of SimaPro or SimaPro Data by a User and, in the event of a violation of the law, report such violation to the competent authorities, without any notice being required and without incurring any liability for damages of the relevant User or any other User.

4.4 The User is solely responsible for the User System and User Data and the (timely) availability of the User System and User Data. PRé is not liable for damages or costs as a result of transmission errors, interruptions or non-availability of the User System and User Data.

Article 5. Duration of the use

In the event:

- (i) of an occurrence as referred to in Article 4.3 of these SimaPro User Terms; or
- (ii) that the Customer terminates the license on which the right to use SimaPro or the SimaPro Data is based;
- (ii) that the Agreement is suspended or terminated, for whichever reason;

PRé has the right to immediately suspend or terminate the use of SimaPro and the SimaPro Data by the relevant User, without incurring any liability for damages, caused by such termination.

Article 6. Intellectual property

- 6.1 PRé and/or its licensors hold all intellectual property rights pertaining to SimaPro and the SimaPro Data and all related preparatory designs and materials, specifications, interfaces and documentation. The User waives all (possible) intellectual property rights to SimaPro, the SimaPro Data and related preparatory designs and materials. The User shall not remove any proprietary notice of PRé or its licensors from any copy of SimaPro or the SimaPro Data.
- 6.2 If the license referred to in Article 3.1 allows the User to copy, store or download (any parts of) SimaPro or the SimaPro Data, the User accepts and complies with the enduser license agreements (EULA's) of the suppliers of the relevant (parts of the) SimaPro Data, available at <https://simapro.com/end-user-licence-agreements/>.

Article 7. Disclaimer

- 7.1 PRé does not undertake any obligation to Users, such as an obligation to provide support regarding the use of SimaPro or SimaPro Data.
- 7.2 SimaPro and the SimaPro Data are provided AS IS without any responsibility or liability of PRé or the Partner for damages arising from incorrect, incomplete or otherwise non-conforming data, databases or data libraries. User acknowledges that PRé has no knowledge of or influence on the contents of the User Data and bears no responsibility or liability whatsoever with regard to the User Data.
- 7.3 PRé does not warrant that SimaPro will run without interruption, or error free, virus free, or that the SimaPro Data do not contain any inaccuracies or that information given by PRé or a Partner does not contain any errors. It is the sole responsibility of the User to take all steps to ensure that SimaPro or the SimaPro Data do not damage User's information, the User Data or the User System(s).
- 7.4 PRé has the right to amend SimaPro or release New Versions at any time. PRé is not liable for any damages the User suffers as a result of such amendment(s) or release(s).
- 7.5 PRé shall in no event be liable to User or any third party for any damages and/or loss, including, without limitation, indirect, special, punitive, or consequential damages including, without limitation, damages for loss of business, loss of profits, missed savings, loss due to business stagnation, loss of data, third party damages, loss of business information, arising out of or connected in any way with the use of, or inability to use SimaPro or the SimaPro Data, irrespective of the grounds on which an action for damages might be based. The User explicitly waives any right to claim any damages from PRé.
- 7.6 The User is liable towards PRé for any and all damages that PRé or any third party suffers as a result of the use of SimaPro or the SimaPro Data or as a result of a breach of these SimaPro Terms of Use or any end user license agreement of a third party supplier. User will indemnify PRé and hold PRé harmless (Dutch: "vrijwaren") for any such damages.

Article 8. Choice of Law and competent court

These SimaPro Terms of Use and any disputes arising out of or in connection with these SimaPro Terms of Use shall be governed by the laws of the Netherlands. Any and all disputes that may arise between PRé and a User shall be exclusively submitted to the competent court in Utrecht, the Netherlands.