

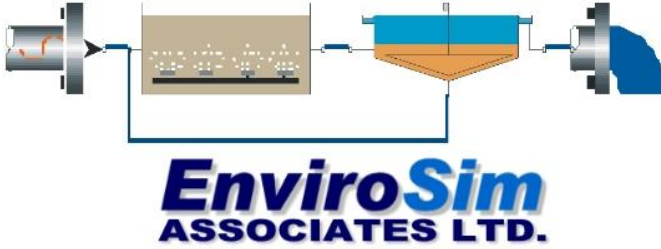
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**PLEASE COMPLETE
THE ATTACHED ORDERING DETAILS**

**RETAIN A COPY FOR YOUR RECORDS, AND FAX A
COMPLETED COPY OF THE "Ordering Information..." PAGE,
AND A PURCHASE ORDER TO:**

(905) 689-2200



McMaster Innovation Park
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www.envirosim.com

**ORDERING INFORMATION FOR
PURCHASE, LEASE OR UPGRADE OF
THE PETWIN SOFTWARE LICENSE**

Company: _____

Company representative: _____

Email: _____

Phone: _____

Delivery address: _____

Number of copies: _____

Serial number: _____

(Current users only)

This document is for ordering purposes, and does not alter the terms and conditions of the “EnviroSim License Agreement” or the “Limited Warranty” (see attachment). Please review the information below, and select one of the four purchase, lease or upgrade options.

- Option A – Outright Purchase Option
- Option B – Renewable One-year Lease Option
- Option C – Non-lease PetWin Upgrade Option

Order date: _____

PURCHASE AND UPGRADE OPTIONS

Option A: Outright Purchase Option

US \$8,000 per copy.

The basis for the purchase scheme is as follows:

1. Permanent license;
2. One year of telephone and email software support (but not free process engineering consulting);
3. Future software upgrades will be offered for purchase;
4. Manual (including tutorials) in electronic form. Users can print their own.

Option B: Renewable Lease Option:

The software license is leased for one year. The lease amount is US \$2,000 plus shipping costs. The basis of the lease scheme is as follows:

1. Renewable one-year license;
2. Telephone and email software support (but not free process engineering consulting);
3. All software upgrades free - users pay a nominal S&H fee;
4. Manual (including tutorials) in electronic form. Users can print their own.
5. First-time users must undertake to lease the software for three (3) years.

Option C: Non-lease PetWin Upgrade Option:

PetWin users who exercise the Outright Purchase Option (Option A) may upgrade to the latest version for US \$2,500.

Note: The terms of the purchase or lease shall be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada.

SUPPORT

EnviroSim provides free software support. We can do this because we have so few users with problems. The simplest way to provide support is via email. The files for a particular system are not large, and it is very simple to send these to us as attachments to an email. In this way we can be viewing the exact system which a user is working on.

It should be noted that EnviroSim does not provide free process consulting services! Sometimes it is difficult to distinguish between software support and process consulting. This is best illustrated by an example:

- (a) A user may ask the question: "How do I save a file in PetWin?". This is a software support question, and we will respond: "Click on Save in the File menu, and type in a name, and then click on OK". This support is provided with no charge. We get very few software support questions. [We like to think that this is because the software is very well structured!]
- (b) A user may ask the question: "I am running a simulation and the effluent nitrate is 7 mg/L, but it must be less than 5 mg/L. What must I do?". We regard this as a process consulting question rather than a software support question. In many instances we are involved with PetWin users addressing these questions, but not as free software support.

TRAINING

PetWin is very easy to learn. With the online tutorials and resources in the on-line help, an engineer only needs a few hours of familiarization. However, the most efficient way to get users up to speed is through an intensive training course that covers PetWin as well as touching on various process engineering aspects. We have run many PetWin training courses, and suggest the following format:

- (a) Two day (16 hour) course.
- (b) The course is hands-on and consists of a series of case studies designed to demonstrate PetWin features.
- (c) The orientation of the case studies leans towards nutrient removal systems, but many of the topics are quite general. An associated focus is wastewater characterization and estimation/ measurement of these characteristics as well as nitrification rates.

- (d) We supply course manuals and a number of spreadsheets used as "tools".
- (e) We find the optimum size group of attendees to be in the range of 6 to 12, with two persons per PC. e.g. 6 PCs for a group of 12.
- (f) You provide the venue, the necessary number of PCs, a screen (or wall) and a projection device to connect to the trainer's PC (e.g. InFocus-type rather than panel on overhead projector).
- (g) In many cases we offer the course over a Friday/Saturday so that there is less impact on "billable time" for the consultant, and usually airfares for out-of-towners are reduced.

The cost for the course is \$4,500 plus direct expenses (airfare, two nights hotel). In the case of clients outside North America we generally can combine several visits in one trip, thereby reducing the air travel cost to each client.

EnviroSim License Agreement

This is a legal agreement between you (either an individual or an entity) and EnviroSim Associates Ltd. By opening the sealed software envelope(s) you are agreeing to be bound by the terms of this agreement. If you do not agree with the terms of this agreement, return the sealed envelope(s) and the accompanying material to EnviroSim.

1. **GRANT OF LICENSE.** EnviroSim grants to you the right to use one copy of the enclosed EnviroSim software program on a single terminal connected to a single computer (i.e., with a single CPU). You may not network this software or otherwise use it on more than one computer or computer terminal at a time.
2. **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 make copies of the software so long as there is no possibility of it being used on more than one computer or computer terminal at a time. You may not copy the manual(s) or written materials accompanying the software.
3. **OTHER RESTRICTIONS.** You may not sell, rent or lease the software or any of the accompanying materials (including, but not limited to the hardware copy protection unit). You may not reverse engineer, decompile or disassemble the software.

Limited Warranty

EnviroSim warrants that (a) the software will perform substantially in accordance with the accompanying User Manual(s) for a period of 90 days from the date of receipt; and (b) any hardware accompanying the software will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the software and hardware are limited to 90 days and one (1) year, respectively.

EnviroSim's entire liability and your only remedy shall be, at EnviroSim's option, either (a) return of the purchase price or (b) repair or replacement of the software or hardware that does not meet EnviroSim's Limited Warranty. This Limited Warranty is void if failure of the software or hardware 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, and any accompanying hardware.

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 205, Flamborough, Ontario L9H 7H9, CANADA.