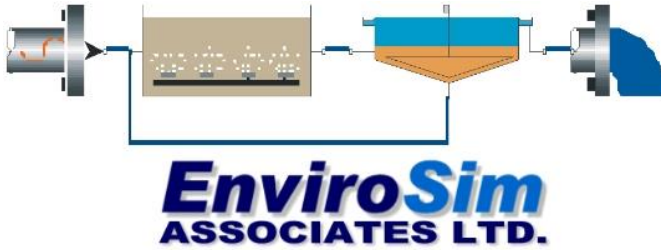


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**PLEASE COMPLETE
THE ATTACHED FORMS
RETAIN A COPY FOR YOUR RECORDS**

**FAX/EMAIL A COMPLETED COPY TO
INFO@ENVIROSIM.COM
OR +1 905 481-2610**



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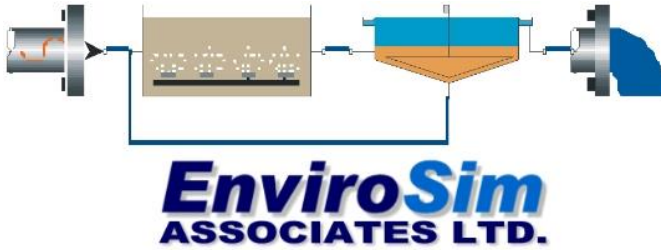
ORDERING INFORMATION FOR THE ACADEMIC VERSION OF THE PETWIN SOFTWARE LICENSES

Company: _____
Company representative: _____
Email: _____
Phone: _____
Delivery address: _____
Number of copies: _____
Serial number: PW-_____ (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 your purchase, option.

- Option A – University Network License (how many : _____)
- Option B – University Standalone Copy (how many : _____)

Order date: _____



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ACADEMIC PURCHASE AND UPGRADE OPTIONS

Option A – University Network License

- A Hardlock™ key resides on one network computer;
- PetWin / BW Controller is installed on the University network;
- Up to 250 simultaneous users on the network;
- The University must contact EnviroSim on a yearly basis to renew the license at no cost (this is meant to protect against key loss / theft);
- Pricing: **Please contact us for details**

Option B – University Standalone Copy

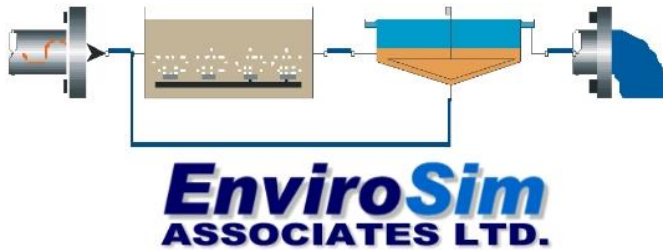
- A Hardlock™ key resides on each computer running PetWin / BW Controller;
- The University must contact EnviroSim on a yearly basis to renew the license at no cost (this is meant to protect against key loss / theft);
- Pricing: **Please contact us for details**

General Notes

1. Courier shipping costs apply to all prices.
2. Software support is available only to the University professor and one designated Teaching Assistant.

Terms and Conditions

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.

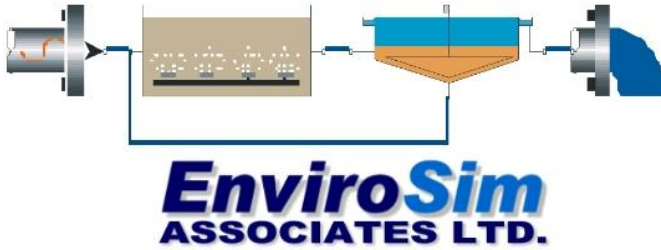


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Support : EnviroSim provides free software support. We can do this because we have so few users with problems. The simplest way to provide support is via email. The files for a particular system are not large, and it is very simple to send these to 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.



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AGREEMENT FOR USE OF PETWIN / BW CONTROLLER SOFTWARE ACADEMIC LICENSE

Agreement made to be effective from the day of , between EnviroSim Associates Ltd., a Canadian corporation having its office at McMaster Innovation Park, 175 Longwood Rd South, Suite 114A, Hamilton, Ontario, L8P 0A1, Canada ("EnviroSim") and

University: ("The University") _____

Faculty member: _____

Address: _____

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

PetWin is a simulation tool for biological wastewater treatment plant design, analysis and operator training. BW Controller is a separate application that links to PetWin to allow the examination of process control for wastewater treatment plants. These packages are 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 PetWin / BW Controller 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. PetWin / BW Controller academic licenses may be used by bona fide students and University employees for educational and teaching purposes only.
2. PetWin / BW Controller 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 Hamilton, Ontario

WITNESS

NAME: Joan M. Krygsman
 TITLE: Office Manager
 SIGNATURE: _____
 DATE: _____
 PLACE: Hamilton, Ontario



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EnviroSim End User License Agreement

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 the accompanying material to EnviroSim.

1. **GRANT OF LICENSE.** EnviroSim grants you the non-exclusive right to use one copy of the enclosed EnviroSim software program on a single computer. You may not network this software or otherwise use it on more than one computer at the same 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 at the same time. You may not copy the manual(s) or written materials accompanying the software.
3. **LICENSE VALIDITY.** The software verifies the license validity using a hardware-based software protection device, hereafter called the SafeNet Key. This SafeNet Key must be connected directly to a single PC on which the software is installed to execute the software.
4. **LEASE CONDITIONS.** The GRANT OF LICENSE is limited to the period for which the LEASE is valid. The SafeNet Key remains the property of EnviroSim and must be returned to EnviroSim if the lease is not renewed.
5. **OTHER RESTRICTIONS.** You may not sell, rent or lease the software or any of the accompanying materials (including, but not limited to SafeNet Key). You may not reverse engineer, decompile or disassemble the software.
6. **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 (a) the software will perform substantially in accordance with the 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., McMaster Innovation Park, 175 Longwood Rd South, Suite 114A, Hamilton, Ontario, L8P 0A1, CANADA.



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EnviroSim End User License Agreement : Network Version

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 the accompanying material to EnviroSim.

Lease of the network version provides multiple licenses. For example, leasing a 4-license network version allows the software to be executed on up to 4 computers simultaneously. In the following, XX refers to the number of licenses leased.

1. **GRANT OF LICENSES.** EnviroSim grants you the right to use up to XX copies of the enclosed EnviroSim software program on up to XX computers simultaneously.
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 XX computers at the same time. You may not copy the manual(s) or written materials accompanying the software.
3. **LICENSE VALIDITY.** The software verifies the license validity using a hardware based software protection device, hereafter called the SafeNet Key.
4. **LEASE CONDITIONS.** The GRANT OF LICENSE is limited to the period for which the LEASE is valid. The SafeNet Key remains the property of EnviroSim and must be returned to EnviroSim if the lease is not renewed.
5. **OTHER RESTRICTIONS.** You may not sell, rent or lease the software or any of the accompanying materials (including, but not limited to SafeNet Key). You may not reverse engineer, decompile or disassemble the software.
6. **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 (a) the software will perform substantially in accordance with the 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.
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- 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., McMaster Innovation Park, 175 Longwood Rd South, Suite 114A, Hamilton, Ontario, L8P 0A1, CANADA.