Request Form for Thermo-Pile software

In order to command Thermo-Pile copy and licences, you may follow the procedure hereafter:
- Fill the Request Form, sign and send it to the Supplier (see information below)
- The Supplier will establish a quotation and send an offer to the contact mentioned in the Requester details
- Check the offer, sign it and send it back to the Supplier if you agree with it. **Once agreed, signed and returned to the Supplier by the Requester, the offer will have a value of order and will engage you contractually.**
- Once the order received by Supplier is validated, the Supplier will send to the Requester a copy of the software and the corresponding invoice payable in due time.

SUPPLIER	REQUESTER
Laboratory of Soil Mechanics	*Name of the Organism/company*
EPFL-ENAC-LMS	*Address of the Organism/company*
Station 18	*Address of the Organism/company*
CH-1015 Lausanne	*Address of the Organism/company*
Phone: +41 21 693 23 15/25	*Phone of the Organism/company*
Fax: +41 21 693 41 53	*Fax of the Organism/company*
E-mail: lms@epfl.ch	*Name of the contact in the Organism/company*
	Phone of the contact in the Organism/company
	E-mail of the contact in the Organism/company

Edition type[1]	☐ Enterprise edition	☐ Academic edition
Licence duration	☐ 2 years	☐ 5 years
Number of licences[2]		

This form is NOT an agreement between you and the EPFL Laboratory of Soil Mechanics. This form is a way to easily formulate your needs and wishes. The EPFL Laboratory of Soil Mechanics will establish a quotation from this Request Form and make an offer to the person of contact mentioned in the REQUESTER details.

An indicative table with prices can be found hereafter but the list of prices is not contractual. The final price is evaluated according to the order content.

You can find the General Conditions of Sale and the End User Licence Agreement (EULA) of Thermo-Pile in appendix.

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[1] The edition types and the corresponding rights are listed in the EULA in appendix 2, paragraph 1.

[2] One licence corresponds to one user since Thermo-Pile is licenced only with personal licences.

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Edition type	Licence duration	Number of licences[2]	Price per licence in CHF(not contractual)
Academic Edition	2 years	1 to 5	1000.-
		>5	700.-
		>10	500.-
	5 years	1 to 5	2000.-
		>5	1400.-
		>10	1000.-
Enterprise Edition	2 years	1 to 5	2000.-
		>5	1400.-
		>10	1000.-
	5 years	1 to 5	3500.-
		>5	2450.-
		>10	1750.-

Place _____   *Name and signature*

Date _____

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Terms and Conditions

Our General Conditions of Sales are binding.

Article 1. Definitions

"Purchaser": The organism, company or individual on the first page of this document specified as the "Requester" or "the Purchaser" and acquiring a licence on the Software under the terms and conditions hereinafter set forth.

"Software": software Thermo-Pile, with key functions as defined in Appendix 1 to this document, and any upgrade version delivered by EPFL at its own discretion to the Purchaser.

"EPFL": the Ecole Polytechnique Fédérale de Lausanne and the Laboratory of Soil Mechanics.

"Party" and "Parties": EPFL and the Purchaser are collectively referred to as "Parties" or individually as "Party".

"Offer": the offer from EPFL to the Purchaser, as described on page 1

"Licence Agreement": the present agreement, comprising Terms and Conditions, Appendix 1, Appendix 2 and Offer.

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EPFL grants the Purchaser non-exclusive licences (hereinafter referred as Licence) authorizing the Purchaser to use the Software. EPFL shall transfer to the Purchaser a copy of the Software with the corresponding invoice after EPFL received the Offer duly dated and signed by the Purchaser. As soon as the Purchaser proves that he made the payment of the invoice, EPFL will provide him with the required activation codes of the Software.
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In consideration of the Licence, the Purchaser shall pay to EPFL the fee detailed in the future invoice based on the Offer, if agreed, within the thirty (30) days following the goods reception by the Purchaser. The total cost is estimated in the present quote as the Total Price VAT included, and if agreed, will be the indicated price on the invoice.
If the payment is not made in due time, EPFL may terminate the Licence Agreement with no notice. In such a case, the Purchaser must destruct his copy of the Software.

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The Licence Agreement is concluded for duration of two(2)/five(5) years.
Upon breach or default of the Licence Agreement by the Purchaser, a two months' notice will be given by the EPFL to cure such breach or default. If at the end of such period the breach or default has not been cured, EPFL will be entitled to terminate this Agreement by giving a one-month notice.
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Article 7. Nature of the Licence Agreement

Nothing herein shall be deemed to constitute either Party as the agent or representative of the other Party, or both Parties as joint venturers or partners for any purposes. Neither Party shall be responsible for the acts or omissions of the other Party, and neither Party will have authority to speak for, represent or obligate the other Party in any way without prior written authority from the other Party.

Article 8. Use of Name

Any use of the name or logo of EPFL or of LMS by Purchaser shall be prohibited without the prior written approval of EPFL.

Article 9. Applicable law

Any claims or disputes arising in connection with the Licence Agreement, whether before or after it has expired, and related to its existence, validity, interpretation, execution and non-execution shall be brought before the courts of Lausanne, Switzerland.
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I approve the content of the License Agreement: "Terms and Conditions", "Appendix 1" (Software key functions) and "Appendix 2" (End-User Licence Agreement).

With this form I order the products/services listed in this quote at EPFL's conditions.
An order confirmation will be issued by the EPFL.

Date
Place

Title and name

Signature

Appendix 1: Software description

Thermo-Pile software is designed for the study of energy piles behaviour. It allows studying the mechanical behaviour of such structures by imposing thermal and mechanical load on cylindrical piles. Pile and soil properties can be modified as well as pile-soil interaction characteristics.

Appendix 2: End User Licence Agreement for Thermo-Pile Software

END-USER LICENCE AGREEMENT FOR THERMO-PILE SOFTWARE
IMPORTANT – READ CAREFULLY: The End-User Licence Agreement (EULA) is a legal agreement between you (either an individual or a single entity) and the Swiss Federal Institute of Technology Lausanne (EPFL), also representing the Laboratory of Soil Mechanics (LMS), for Thermo-Pile ("the Software") that accompanies this EULA. The EPFL and the LMS will be regrouped under the generic name "the EPFL" in this EULA, and any affirmation applied to the EPFL is also applied to the LMS.
YOU AGREE TO BE BOUND BY INSTALLING OR USING THIS SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE SOFWARE; YOU MAY RETURN IT TO THE EPFL FOR A FULL REFUND, IF APPLICABLE.
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18. **APPLICABLE LAW**. Any claims or disputes arising in connection with this Agreement, whether before or after it has expired, and related to its existence, validity, interpretation, execution and non-execution shall be brought before the courts of Lausanne, Switzerland. This agreement is governed by the laws of Switzerland.

Should you have any question concerning this EULA or if you desire to contact the EPFL for any reason, please use this email address: lms@epfl.ch or visit the EPFL website www.epfl.ch/labs/lms/

24/10/2019

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