



Hosting and service contracts

... for openLCA and the LCA Collaboration Server

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- GreenDelta
- openLCA
- ♥ @openLCA
- ask.openLCA



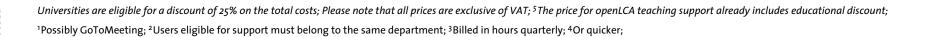
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Support

openLCA is, and will always remain, free and open source software. *Userzuser* support is available on ask.openLCA.org. For professional users however, GreenDelta GmbH offers expert support for openLCA and the LCA Collaboration Server via the GreenDelta HelpDesk for which customers can get access via one of the below-listed support contracts.

	openLCA	openLCA	openLCA	openLCA	LCA Collaboration Server	LCA Collaboration Server	
	Quick start	Modeller support	Developer support	Teaching support	User support	Technical support	
Target group	openLCA beginners	Advanced openLCA users	Code developers	Teaching staff	LCA-CS users	LCA-CS users and administrators	
Covered issues	Basic openLCA support: 1-hour video conference + four support tickets Tip: Upgrade to Modeller support (with tickets) by paying the difference	Advanced openLCA support	IT advice and feedback on code that is being written for openLCA Tip: Extend this contract with additionally booked implementation days for a software developer e.g. for "getting up to speed" with own implementation tasks	Answers on questions asked by course participants and teachers Tip: In addition, you may request GreenDelta to support in the development of exercises and teaching material	Working with the LCA Collaboration Server	Working with- and setting up the LCA Collaboration Server	
Support channel	HelpDesk, GoToMeeting	HelpDesk	HelpDesk ^[1]	HelpDesk	HelpDesk	HelpDesk [1]	
	Ticket-based						
Tickets	4	10	10	30	15	15	
Valid	1 Month	1 Year	1 Year	1 Year	1 Year	1 Year	
Single user	(1,500€	3,000	4,000 € [5]	2,750 €	3,500 €	
Multi-user [2]	500€	2,750 € (+10 tickets)	5,500 € (+10 tickets)		5,500 € (+20 tickets)	6,000 € (+ 15 tickets)	
	Time-based [3]						
Multi-user [2]	NA	150 € / hour	250 € / hour	125 € / hour	150 € /hour	200 € / hour	
	Response time						
3 working days [4]	Included						
2 working days [4]	Price * 1.5 (50% increase in prices)						
1 working day [4]	Price * 2.5 (150% increase in price)						







Hosting

The LCA Collaboration Server is available for download free of charge via openLCA.org/download. However, not all users have the IT infrastructure to host their own LCA Collaboration Server or do not want to bother with its installation and operation. For these application-driven users, GreenDelta offers various hosting options (see below). In addition, GreenDelta offers service contracts that support LCA Collaboration Server users and administrators in the LCA Collaboration Server's use and its administration (see above). All service contracts guarantee its owners prioritised support via the GreenDelta HelpDesk and assure a smooth user experience. Learn more about the LCA Collaboration Server on our openLCA YouTube channel or by reading the LCA Collaboration Server user manual.

	Team	Department	Organization	Dedicated [1]
Users	5	20	∞	∞
Repositories	3	10	∞	∞
Storage	1 GB	5 GB	20 GB	400 GB SSD
Teams	1	3	∞	∞
Groups	1	1	∞	∞
Public repositories	×	×	✓	✓
User dashboard	✓	✓	✓	✓
Admin dashboard	×	×	✓	✓
User management	×	×	✓	✓
Own domain	×	×	×	✓
Set-up [2]	125 €	150 €	250 €	400€
Operation [2]	6o €/month	9o €/month	150 €/month	250 €/month
Additional user(s)	Each additional user: 5 € set-up and 5 €/month	Each additional five users: 10 € set-up and 10 €/month	Self-administration	Self-administration
Additional repository(ies)	Each additional repository: 5 € set-up and 5 €/month	Each additional repository: 5 € set-up and 5 €/month	Self-administration	Self-administration
Additional storage	Each additional 500MB: 5€/month	Each additional 1GB: 10 €/month	Each additional 10 GB: 20 €/month	Not applicable

Universities are eligible for a discount of 25% on the total costs; Please note that all prices are exclusive of VAT;

LCA Collaboration Server – Support

For users and administrators of the LCA Collaboration Server who wish to receive guaranteed and prioritised professional support in handling their LCA Collaboration Server, GreenDelta offers paid support via the GreenDelta HelpDesk (see previous page). Public user-to-user support is available via ask.openLCA.org.

¹ Dedicated server for the customer

² Prices are valid for one year from the time of billing



Order

Orders for professional openLCA support and LCA Collaboration Server hosting packages can be placed via https://nexus.openLCA.org.

- Professional openLCA support https://nexus.openlca.org/database/openLCA Support (help desk)
- LCA Collaboration Server hosting https://nexus.openlca.org/database/LCA Collaboration Server Hosting



Appendix

Terms and Conditions for Service Contracts

Issued by GreenDelta on 14th March, 2019

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 academic contract will only be provided if the organisation ordering the contract 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 order confirmation to the client.
- 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.) Services provided

- 3.1) GreenDelta shall provide annual support services for openLCA as described above, beginning on the Effective Date and continuing throughout the term of this Agreement.

not used during the valid service contract will expire and only a renewal of the contract will provide new tickets.

4.) Term of Agreement

4.1) The term of this Agreement shall begin on the Effective Date and last one year. The term of this Agreement shall automatically extend for another 12 months period unless the Agreement is terminated by either party at least thirty days prior to the anniversary

5.) Payment terms

- 5.1) All invoices shall be payable to GreenDelta within thirty days after receipt of invoice. Payment shall not be unreasonably withheld or delayed.
- 5.2) Upon reception of an order for service contract GreenDelta GmbH can require advance payment.
- 5.3) 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.

6.) Termination

6.1) The parties may terminate this Agreement, as follows: (1) by mutual, written consent of the parties hereto; (2) by GreenDelta, if Customer fails to pay to GreenDelta any payments under this Agreement when due, as contemplated by this Agreement; (3) 3.2) All support tickets are valid for one year. Tickets by any party hereto upon thirty days written notice if



the other party hereto materially breaches any term of this Agreement or otherwise fails to satisfy any promise or covenant made herein, and further provided that such party shall fail to cure said breach or failure within such period; (4) by GreenDelta, with or without cause, upon thirty days' written notice of intent to terminate to Customer.

7.) Disclaimer

7.1) 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.

8.) Liability

- 8.1) 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).
- 8.2) 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.
- 8.3) Liability of GreenDelta GmbH due to an imputable breach of contract shall only exist if the client imme-

diately 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.

- 8.4) 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.
- 8.5) Except for the cases referred to above, Green-Delta 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.

9.) Choice of law

9.1) 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.

Terms and Conditions for Hosting

Please note, that all of GreenDelta GmbH's hosting services for the LCA Collaboration Server resort to web hosting and dedicated hosting services by OVH GmbH. Customers of GreenDelta's hosting packages also agree with OVH GmbH's terms and conditions for web hosting and dedicated hosting.

1.) Definitions

- 1.1) "Customer" means the persons, entity or agents and authorised representatives accepting this agreement.
- 1.2) "Content" means all text, pictures, sound, graphics, video, links, and other data stored by Customer on

GreenDelta's server computers.

- 1.3) "Website" means pages presenting the Content stored by Customer on GreenDelta's server computers.
- 1.4) "User" means users of Customer's LCA Collaboration Server.
- 1.5) "User Content" means all text, pictures, sound,



graphics, video, links, and other data stored by Users on GreenDelta's server computers.

1.6) "Confidential Information" means information that Customer takes reasonable steps to maintain in confidence and identifies in writing to GreenDelta as confidential.

2.) Web Hosting

- 2.1) Hosting GreenDelta will provide dedicated or shared server computers, as specified in Exhibit A, with an Internet address for storage and access of Content, User Content, and the Website. The Website, Content, and User Content must be "server-ready." GreenDelta will provide bandwidth and storage as specified during the order. If Customer requires additional bandwidth or storage, GreenDelta will negotiate in good faith to amend this Agreement unless GreenDelta's server computers cannot accommodate the requested bandwidth or storage.
- 2.2) Website Backup GreenDelta will backup the Website in a commercially reasonable manner. However, GreenDelta is not responsible for lost Content or lost User Content. Website backups will be stored by GreenDelta for no longer than 14 days. GreenDelta will provide, at Customer's expense, an electronic copy of the backup Website to Customer upon written request by Customer. Backups are intended for disaster recovery, not the restoration of individual files.
- 2.3) Server Logs As requested by Customer, Green-Delta will deliver to Customer in electronic form the Server Log of Website activity. Customer will be entitled to one month of log storage free of charge. Green-Delta may, at its option, charge a fee to Customer for additional space required to store oversized logs.
- 2.4) Standards GreenDelta's services will conform to the following:
- 2.4.1) Availability of Website GreenDelta will provide hosting services for the LCA Collaboration Server that meet reasonable commercial standards for, among

other matters, packet loss, accessibility, latency, availability, and throughput.

- 2.4.2) Security GreenDelta will take commercially reasonable steps to prevent unauthorised access to the LCA Collaboration Server, Content, User Content, and Confidential Information stored on GreenDelta's server computers.
- 2.4.3) Server/Network Computer Outages Green-Delta will employ best efforts in providing advance notice to Customer of scheduled server computer/network outages.
- 2.4.4) Disclaimers GreenDelta provides no equipment, software, or communication connections to Customer. GreenDelta makes no representations, warranties or assurances that the Customer's equipment, software, and communication connections will be compatible with GreenDelta's hardware and service.

3.) Ownership of Content

All Content and User Content stored by Customer on GreenDelta's server computers shall at all times remain the property of Customer. Customer grants to GreenDelta a non-exclusive, worldwide license to the Content and User Content only to the extent necessary for GreenDelta to host the LCA Collaboration Server.

4.) Content Control

- 4.1) Lawful Purpose Customer will only use Green-Delta's hardware and services for lawful purposes and Customer will not store or provide any Content or User Content or link to any material that violates foreign, federal, state or local law, the Terms and Conditions for Service and any modifications thereof, GreenDelta's posted Acceptable Use Policy, or any other GreenDelta policy.
- 4.2) Remedy for Violation Should GreenDelta become



aware that Customer has violated Part 4.1, GreenDelta may, at its option, remove the Content or User Content in violation, immediately terminate hosting Customer's Collaboration Server under Part 6.3, and/or notify authorities. If hosting is terminated, GreenDelta may, in its sole discretion, reinstate hosting upon adequate showing of Customer's right to use the Content or User Content.

5.) Payments

- 5.1) Fees Customer shall pay fees agreed upon during account signup. Payment is due fourteen (14) days from invoicing. GreenDelta may, at its option, charge a 10% fee for late payments.
- 5.2) Returned Checks and Declined Credit Cards may incur a fee -
- 5.3) Account Updates It is the responsibility of the customer to maintain accurate billing information with GreenDelta.
- 5.4) Taxes Customer is solely liable for any taxes or fees payable for products or services sold by Customer via the Collaboration Server.

6.) Term and Termination

- 6.1) Term The initial term is agreed upon during account sign-up. After the initial term, this Agreement will automatically renew on a month-to-month basis until terminated.
- 6.2) Termination by Customer During the initial term, Customer may terminate this Agreement upon the material breach of GreenDelta, if such material breach remains uncured for thirty (30) days following written notice to GreenDelta. This cure period shall be extended by delay caused by events beyond the control of GreenDelta including, but not limited to, natural disasters, governmental prohibitions or regulations, viruses that did not result from the acts or omissions of GreenDelta, or technical faults of GreenDelta's ser-

vice providers or vendors. After the initial term, Customer may terminate this Agreement upon fourteen (14) days written notice to GreenDelta.

6.3) Termination by GreenDelta - GreenDelta may immediately terminate this Agreement for cause at any time without penalty. Causes justifying immediate termination include, but are not limited to: violation of any foreign, federal, state, or local law; non-payment of fees due under Part 5 of this Agreement; breach of this Agreement; violation of the Terms of Service found above and any written modifications thereof; and violation of any other GreenDelta policy. GreenDelta may terminate this Agreement without cause at any time upon thirty (30) days written notice to Customer.

7.) DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED HEREIN, WEB REFINEMENTS, AND ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE, MAKE NO WARRANTY IN CONNECTION WITH WEB REFINEMENTS HARDWARE OR SERVICES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

8.) LIMITATION OF LIABILITY

WEB REFINEMENTS, ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST DATA OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE WEB REFINEMENTS HARDWARE OR SERVICES. CUSTOMER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE RETURN OR REDUCTION OF FEES PAYABLE TO WEB REFINEMENTS.



9.) Customer Indemnity

Customer shall defend GreenDelta against any third party claim, action, suit or proceeding arising as a result of Customer's use GreenDelta's hardware or services and indemnify GreenDelta for all losses, damages, expenses, and costs incurred by GreenDelta as a result of a final judgement entered against GreenDelta in any such claim, action, suit or proceeding.

10.) General Provisions

10.1) Governing Law - This Agreement will be governed and construed in accordance with the laws of Germany. Both parties agree to submit to personal jurisdiction in Berlin, Germany, and further agree that any cause of action or dispute arising under this Agreement will be litigated or arbitrated in Berlin, Federal Republic of Germany.

10.2) Severability and Waiver - If any provision of this

Agreement is held invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

10.3) Relationship of Parties - No agency, partnership, joint venture, or employment relationship is created by this Agreement and neither party has the power to bind the other party.

10.4) Attorneys Fees and Costs - In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as may be fixed by a court of competent jurisdiction.

GreenDelta GmbH

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- **○** GreenDelta
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