



ORDER FORM - COMFAR III¹ SOFTWARE

United Nations Industrial Development Organization
c/o Programme Development and Technical Cooperation Division/ITP/ICU
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Agreement No. _____/_____

COMFAR III - FOR SINGLE WORKSTATIONS

Total²

- COMFAR III Expert** in one language: _____
System, one run-time Licence (one protection key), COMFAR manuals
and the *UNIDO Manual for the Preparation of Industrial Feasibility Studies, 2nd Ed.* € _____
- COMFAR III Business Planner** in one language: _____
System, one run-time Licence (one protection key), COMFAR manuals
and the *UNIDO Manual for the Preparation of Industrial Feasibility Studies, 2nd Ed.* € _____
- COMFAR III Mini Expert** in one language: _____
System, one run-time Licence (one protection key) and COMFAR manuals € _____

COMFAR III - LOCAL AREA NETWORK VERSION (LAN)

- COMFAR III Expert** in one language: _____
System, the selected number of workstation licences, one set of COMFAR manuals per workstation
and the *UNIDO Manual for the Preparation of Industrial Feasibility Studies, 2nd Ed.*
Workstation Licences: 3 5 10 15 20 25 ____ € _____
- COMFAR III Business Planner** in one language: _____
System, the selected number of workstation licences, one set of COMFAR manuals per workstation
and the *UNIDO Manual for the Preparation of Industrial Feasibility Studies, 2nd Ed.*
Workstation Licences: 3 5 10 15 20 25 ____ € _____
- COMFAR III Mini Expert** in one language: _____
System, the selected number of workstation licences and one set of COMFAR manuals per workstation.
Workstation Licences: 3 5 10 15 20 25 ____ € _____

ADDITIONAL ITEMS FOR SINGLE WORKSTATIONS AND LAN

Each:

Total:

- Additional Run-time Licences** 1 2 ____
Each additional run-time licence includes one protection key and one set of COMFAR manuals. € _____ € _____
- Additional Languages** (including one set of COMFAR manuals) € _____ € _____
 - Arabic Chinese Croatian Czech English Farsi
 - French German Indonesian Italian Japanese Korean
 - Mongolian Polish Portuguese Russian Serbian Slovak
 - Spanish

The software is delivered on CD-ROM, Protection keys for USB port

Total:

- Method of Payment: By bank transfer in Euro; detailed information on the bank account will be provided together with the invoice.
- EUROCARD / MasterCard or VISA, providing UNIDO with: name and address of cardholder (same address given to the credit institute), 16 digit number, CVC code and expiration date of credit card.

I HAVE CAREFULLY READ ALL OF THE TERMS OF THE SOFTWARE LICENSE AGREEMENT ON THE BACK OF THIS ORDER FORM, AND WITH MY ORDER ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT

Ordered by / End user:

Institution: _____

Name: Mr. Ms. _____

Address: _____

Zip _____ City _____ State / Country _____

Phone _____ Fax _____ Email _____

ORDER ACCEPTED ON BEHALF OF LICENSEE: Date: _____ Signature: _____

ORDER ACCEPTED ON BEHALF OF UNIDO: Date: _____ Signature: _____

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² This Order Form applies to all Licences fee categories, as specified in the COMFAR III Licence Fee list. Please refer to the License Fee list to determine the applicable fees. For reduced prices (applicable to non-profit institutions/agencies, governmental bodies and universities) please attach proof of the status. All prices are subject to change. Postage and packaging included.

Software License Agreement

Definitions:

"UNIDO" is the United Nations Industrial Development Organization, an international organization which is a specialized agency of the United Nations, headquartered in Vienna, Austria.

"LICENSOR" is the grantor of the right to use the software, the provider of the manuals and support. UNIDO is the LICENSOR in this Agreement.

"LICENSEE" is the purchaser of the right to use the software and payor of the license fee. The identity of the LICENSEE is specified in the signature section provided above.

"COMFAR *III Expert*", "COMFAR *III Business Planner*", "COMFAR *III MiniExpert*", (COMFAR) is the software along with the manuals which are the subject of this Agreement. The software and documentation are designed to be used by experienced trained individuals. LICENSEE undertakes to employ such individuals in the acquisition and the operation of the software. Payment of the fee listed above entitles the user to receive the COMFAR computer program on CD-ROM, the manuals to operate the program, the Protection Key, and the Manual for the Preparation of Industrial Feasibility Studies (for COMFAR *III Expert* and COMFAR *III Business Planner* only), which is usually sold separately.

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c. If the LICENSEE has knowledge that the proprietary rights to COMFAR are being infringed by a third party, such knowledge shall promptly be transmitted to UNIDO.

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b. In no event will UNIDO be liable for indirect, consequential, incidental or special damages including, but not limited to, lost profits and lost savings arising out of the use or inability to use COMFAR, even if UNIDO has been advised of the possibility of such damages or for any claim by the LICENSEE based on a third party claim.

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d. The LICENSEE agrees to indemnify, defend and hold harmless, UNIDO for liability arising out of any negligent act or omission of the LICENSEE, its employees, contractors or agents with respect to COMFAR.

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It is understood, however, that the provisions of this paragraph shall not constitute or imply the waiver by UNIDO of its privileges and immunities.

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In respect of UNIDO: To the Chief, Procurement Services, Programme Support and General Management Division (PSM/OSS/PRS), United Nations Industrial Development Organization, Vienna International Centre, P.O. Box 300, A-1400 Vienna, Austria.

16. **Entry into Force, Duration, Termination:** This License Agreement shall enter into force upon signature by the LICENSEE of the ORDER FORM, payment of the full charge, and UNIDO's confirmation of the order, and it shall remain in effect from the date of shipment of the order until terminated by either Party. The LICENSEE may terminate this Agreement upon giving ninety (90) days written notice to UNIDO along with the return of all software and manuals. If the LICENSEE is in default with respect to any of its obligations under this Agreement, UNIDO may issue a notice in writing of such default. If the LICENSEE has not remedied the default within sixty (60) days of the issuance of the default notice, UNIDO may, by written notice to the LICENSEE terminate this Agreement. If the LICENSEE is in breach of any of the provisions under paragraphs four (4), five (5) or seven (7), UNIDO may terminate the Agreement with immediate effect by written notice to the LICENSEE. Upon expiry or termination of this agreement, all copies of COMFAR shall be returned to UNIDO.

17. **This Agreement represents** the entire understanding and agreements regarding COMFAR and supersedes any prior agreements, discussions and communications, or representations made by the Parties.

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