

## **Terms and Condition on the use and supply of the ImpactECON Supply Chain Package**

### ***Scope of Terms and Conditions***

These terms and conditions govern the use of the ImpactECON Supply Chain Package (hereby referenced as “the package”) and any derivatives. The ImpactECON Supply Chain Package is a set of data and programs that allow the user to convert a designated version of the GTAP Data Base into a supply chain database (the version which this applies to is set out in your purchase agreement). Specifically, the ImpactECON Supply Chain Package includes all files and programs related to:

—a set of shares and scaling factors, and program that can be used to convert the GTAP Data Base into the ImpactECON Supply Chain Database;

—a programs to convert a standard RunGTAP application of the GTAP model into an ImpactECON supply chain application with supply chain database and model; and

—documentation and operating manuals.

By copying or using any part of the ImpactECON supply chain package you are agreeing to these terms and conditions. If you do not agree to these terms and conditions, do not copy or use.

### ***License Types***

The following licenses are available:

a. Single user license: These licenses are restricted to a single individual user and can be placed on up to two computers used exclusively by the same person (e.g., desktop and laptop). This license covers a single release version of the GTAP Data Base (e.g. version 9.0) and any published correction of that release (e.g. version 9.0a). The individual user or their employer should be listed as the owner or licensee of the package. If the employer is listed then the individual user should be listed as the designated representative of the licensee.

b. Site license: These licenses cover a single release version of the GTAP Data Base, as provided in the single user license. However, these licenses may be used by the employees of a department or division within an institution. Geographically dispersed departments or divisions must obtain separate licenses. The license must be signed by a representative who is employed in the department or division. The representative will be responsible for ensuring the license conditions are met.

c. Annual license: These licenses are site licenses that include additional support and updates for a period of one year. Additional support is provided to answer technical issues related to the application of the supply chain model and database. Updates include improvements made to the supply chain data by ImpactECON, as well as updates to incorporate any corrections of new versions of the GTAP Data Base provided by the Center for Global Trade Analysis.

ImpactECON, LLC should be notified of any changes to the designated representative and an email address provided so that any changes or bug fixes can be communicated to all users of the package.

### ***Conditions***

The ImpactECON Supply Chain Database produced by this package, and any derivative aggregations, is a derivative of the GTAP Data Base and hence is governed by the license conditions of the GTAP Data Base. Licensees of the ImpactECON Supply Chain Package must hold a relevant and valid GTAP license and under no circumstances will the ImpactECON Supply Chain Package license substitute for a valid GTAP Data Base license. The GTAP license does not confer rights to the ImpactECON Supply Chain Package. It is the sole responsibility of the users to ensure they are not in violation of either license agreement —separately and jointly. The ImpactECON Supply Chain Package and derivatives may only be used by employees of the division or department (or individual) covered by the license.

The Supply Chain package is provided “as is”. ImpactECON, LLC makes no warranties, express or implied, that the data, associated programs and documentation are free from error, or are consistent with the standard of merchantability, or that they fit for the particular purpose intended.

Licensees are free to make changes to the data, but at no time shall the modified database become the property of the licensee.

Licensees are responsible for the installation of the ImpactECON Supply Chain Package, its use, and for the results obtained. ImpactECON, LLC will not be liable to you (whether under the law of contract, torts or otherwise) for any direct, indirect, special or consequential loss, or for any business losses, loss of revenue, income, profits or anticipated savings, loss of contract or business relationships, loss of reputation or goodwill resulting from the licensee’s use of the ImpactECON Supply Chain Package, data or documentation.

ImpactECON, LLC offers support for the installation of the package for up to 3 months. Additional support, beyond three months for the installation, and for the use of the ImpactECON Supply Chain package is provided under the Annual license. Please contact Impactecon if you need extended support.

All sales are final. No refunds after the product is delivered.

Licenses are not transferable.

The license holder shall not make the package or data available over a network. If any provision of this terms and conditions is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this terms and conditions.

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

You hereby indemnify ImpactECON, LLC and undertake to keep ImpactECON, LLC indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by ImpactECON, LLC to a third party in settlement of a claim or dispute on the advice of ImpactECON, LLC legal advisers) incurred or suffered by ImpactECON, LLC arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions].

You accept that, as a limited liability entity, ImpactECON, LLC has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against ImpactECON, LLC officers or employees in respect of any losses you suffer in connection with the ImpactECON Supply Chain package.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this terms and conditions will protect ImpactECON, LLC officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as ImpactECON, LLC.

Without prejudice to ImpactECON, LLC other rights under these terms and conditions, if you breach these terms and conditions in any way ImpactECON, LLC may take such action as ImpactECON, LLC deems appropriate to deal with the breach.

ImpactECON, LLC may revise these terms and conditions from time to time. Revised terms and conditions will apply to from the date they are emailed to the license holder or their designated representative.

These terms and conditions will be governed by and construed in accordance with United States and the State of Colorado, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Boulder County, Colorado, USA.  
Inquiries

ImpactECON, LLC is registered with the Secretary of State of Colorado. You can find the online version of the register at <http://www.sos.state.co.us/pubs/business/businessHome.html>. ImpactECON's registration number is 20111544038.

Inquiries should be sent to:

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