



Prode provides competitive software solutions for process engineering

PRODE PROPERTIES , free copy available for download

Properties of pure fluids and mixtures, multiphase equilibria, flash operations, basic process simulation , functions for mixers, splitters, separators (*)

base version has a library with data for more than 1000 chemicals

Includes instructions and examples of direct access from Microsoft Excel, Microsoft Visual Studio C / C++ / Net, direct links etc.

Software licence (installation on one computer) : 99 EURO

USB key licence (installation possible on different computers) : 149 EURO

Site licence , network licence, : (**)

* some features available in extended versions

** multiple licence, OPC clients and servers, custom versions etc. please contact Prode for details

LICENCE AGREEMENT

Agreement made between Prode, Milano, Italia "Prode" and "Customer".

Prode is the owner of the product "Prode Properties " including , but not limited to, dynamic link libraries, static libraries, header files, sample programs, utility programs, together with the accompanying documentation collectively known as the "software" ,

Customer desires to obtain the right to utilize the software within its offices and for applications developed by Customer.

The parties hereby agree as follows :

Upon the terms and subject to the conditions of this agreement , Prode hereby grants to Customer the nonexclusive, nontransferable right to utilize the software

The license granted hereunder shall include the right of Customer to incorporate the software in software developed by Customer. (continue...)

Customer is authorized to use the software in any environment he chooses, including: stand alone single computer use, network use or in a Web based application running on an Intranet or Internet. When the Customer chooses to install the software on a network or a Web based application the Customer shall provide a mechanism or process in place to ensure that the number of concurrent users of the software (i.e. the total number of users capable of accessing the software over the network at any one time) does not exceed the permitted number of users of the software (or the maximum number of users permitted under a general network licence) agreed with Prode.

No rights in or to the software or any portion thereof shall be deemed to be acquired by Customer by virtue of the license of the software hereunder, whether or not the software is incorporated in any Customer's product.

All rights of Customer to use the software, including any portion thereof shall cease upon the expiration or termination of the license granted to Customer

Customer shall keep track of each copy of the software and protect the software to avoid dissemination of any portion of the software

Distribution to third parts, Customer shall embody in the software such security device or software code as will prevent unauthorized use of the software.

All hard copies and backup copies of the software, and all uses thereof, shall be subject to the foregoing restrictions and shall retain and display all copyright and other notices provided in the software.

Upon expiration or termination of the Customer license, Customer shall erase all elements of the software from all hard drives, memory storage devices and backup copies and shall cease all use of the software.

Warranty. The software is provided "as is",. Prode do not warrant that the software is free from defects, or that any technical or support services provided by Prode will correct any defects which might exist. Except as here provided Prode grant no other warranties, either expressed or implied, on any software or user documentation including but not limited to any implied warranties or merchantability or fitness for a particular purpose. This expressed warranty is in lieu of all liabilities or obligations of Prode for damages including, but not limited to, consequential and incidental damages and loss of anticipatory profits occurring out of or in conjunction with the use or performance of the software or use of the user documentation

Limitation of Liability. Prode shall not be liable for any claims against Customer or any other party, nor shall Prode liability for damages, if any, whether based upon contract, negligence, strict liability in tort, warranty, or any other basis, exceed the fee paid by Customer for the software.

Term. The term of this agreement shall be for five years from the date stated on this agreement.

Entire agreement. All headings are for reference purpose only and shall not affect the meaning and interpretation of this agreement which shall be deemed to have been made in, and shall be construed pursuant the laws of the Repubblica Italiana. This agreement constitutes the entire agreement between Prode and Customer and merges and supersedes all prior agreements, representations and undertakings, written and oral, relating to materials or the subject hereof.

Units licensed. Upon full payment of the price Customer obtains the right to utilize the units of the software specified in the order.

Distribution. Prode will deliver one copy of the current software from which Customer may create the number of units licensed. A unit is defined as one copy of the software or any portion thereof installed on one stand-alone computer. For networked computers two units shall be applied for each user having concurrent access.

Payments. Payments must be made in European currency or funds may be wired to IWBANK Milano Italia

Execution. This agreement will become effective with the order and payment of the fees.