

The MECLAS software is licensed and distributed solely by ARCHE cvba/Eurometaux.  
To license the latest version of the MECLAS software, the following steps need to be completed:

Step 1. Fill in the following registration file unless already done through [www.meclas.eu](http://www.meclas.eu).

#### Registration file

First Name\*:

Last Name\*:

Title:

Company/Affiliation\*:

Country\*:

Address\*:

City\*:

Postal Code\*:

Phone:

E-mail\*:

VAT n° (if relevant):

\*: required fields

Step 2. Review and accept the License Agreement.

#### License Agreement

The parties to this agreement are ARCHE cvba/Eurometaux, hereinafter referred to as "Licensor " and the MECLAS software end user hereinafter referred to as "Licensee".

##### 1. Grants

- The License is limited to the Licensee.
- The Licensor grants Licensee a limited, non-exclusive, non-transferable License to access the Software Product over the Internet at the Licensor's website during the agreed Subscription Period, and the Licensee accepts this License upon the terms and conditions set forth herein.
- This License shall commence upon the initial log-in to the Software Product by the Licensee.
- The Licensee's use of the Data is limited to evaluating the hazards and regulatory impact of chemical names included in the Data, except as expressly stated within this Agreement.

##### 2. Fees

- The Licensor will promptly pay the Subscription Fee to utilize the Software Product and Data, as described in the MECLAS Lease Pricing. The Licensor can opt for an annual billing or for a single contribution covering the cost for 3 years. The single contribution option benefits from a 10 % reduction in the total fee.
- Consortia are invited to contribute to the ERV (Ecotoxicity Reference Value)/TRV's (Toxicity Reference Value) database by providing these values and eventual justification at no cost. The MECLAS quality control group (composed of 2 scientists from ARCHE, 2 scientists from Eurometaux and 2 external scientists) will check the validity of the MECLAS quality screening criteria. The submitted values will not be transferred to anyone, or be visible to any MECLAS user unless the providing Consortium requests/confirms this in writing.

### 3. Ownership; Copyright; Restrictions

- The Licensor is the sole and exclusive owner of the Software Product and Data, except as expressly stated within this Agreement.
- Consortia share ERV/TRV's on a free basis as part of the License agreement and retain ownership of this info if confidentiality applies. ERV/TRV info remains confidential for other License holders unless the owner releases confidentiality or confidentiality is released for other reasons.
- Consortia Licensees maintain ownership of Reference sample (RCS) composition and classification.
- Company Licensees maintain ownership of company-specific classification scenarios (CCS).
- This License is NOT a sale of the Software Product or Data. The Licensor shall at all times retain ownership of the Software Product and Data, except as expressly stated within this Agreement.
- The Licensee may not loan, rent, sell, lease or distribute the Data or subset of the Data, except as expressly stated within this Agreement.
- The Licensee may NOT transfer this License to anyone without the prior written consent of the Licensor.

### 4. Termination.

The License is effective until terminated by the Licensor. The Licensor reserves the right to terminate this License if the Licensee fails to comply with the terms and conditions herein.

### 5. Limited warranty; limitation of liability

- The Data contains a compilation of information from selected sources. The Licensor has taken steps to ensure the accuracy of Data. ERV/TRVs are screened for quality, priority and relevance by the quality control group and put into a database that is only accessible by/visible to the MECLAS quality control group, to ensure confidentiality. However, the Licensee recognizes that the nature and scope of the Data are such that errors of fact, omission, and judgment cannot be completely excluded. The Licensor expressly disclaims any liability for all errors.
- During the Subscription Period, the Licensor guarantees that (a) the Software Product will perform substantially in accordance with its documentation, and that (b) the Data will substantially represent the information in the sources given in the documentation. The Licensee's remedy under this Limited Warranty is that the Licensor will undertake to correct within a reasonable period of time any reported errors (failure of the Software Product to perform substantially the functions described in the documentation or mistakes in the documentation), and Data errors (failure of Data to substantially represent the information in the sources' documentation).
- The Licensor does NOT warrant that the Software Product or Data will meet the Licensee's requirements that either will be error free, that all errors will be corrected, or that the operation of the Software Product or Data will be uninterrupted.
- The Licensor disclaims any and all warranties respecting the use (or results of such use) or misuse of the software product and/or data, and makes no implied warranties of merchantability or fitness for a particular purpose. Regardless of whether any remedy set forth herein fails in its essential purpose, in no event shall the Licensor be liable for any special, indirect, exemplary, incidental, or consequential damages arising out of or otherwise relating to use, misuse, performance of the software product or data, where provided, breach of warranty, breach of contract, negligence or any other legal theory, however caused, even if the Licensor has been advised of the possibility or likelihood of such damages. The cumulative liability of the Licensor, whether in contract, in tort (including negligence and strict liability) or otherwise, shall be limited to the license fees paid by the Licensee to the

Licensor.

6. Maintenance and Support.

- During the Subscription Period, the Licensor will provide free email support.

7. General Conditions.

- The validity and performance of this License will be governed by Belgian laws.

Step 3. Review the MECLAS lease pricing and select the appropriate MECLAS lease option. Buy the license by completing and returning the order form using regular or electronic mail. After receipt of the order form, ARCHE will send you an invoice by electronic mail. All orders must be prepaid in full before unlock codes for the MECLAS tool are provided by confirmed mail.

- MECLAS Lease Pricing

For this License fee, they can create up to a maximum of 25 Reference (samples) Classification Scenarios (RCS). Companies can obtain a license at a fixed cost. For this License fee, they can create up to a maximum of 25 Company (samples) Classification Scenarios (CCS).

**Option 1: “Full” MECLAS**

The cost for creating a maximum of 25 sample classifications using all MECLAS features (elemental analysis, speciation characterization and transformation-dissolution/bio-elution refinements) is 6,250 € (Year 1) for development and licensing, and 2,250 € (for Years 2 and 3) for annual maintenance, updating and expansion of options. Consequently, for this License fee Consortia can create up to a maximum of 25 Reference (sample) Classification Scenarios (RCS), while companies can create up to a maximum of 25 Company (sample) Classification Scenarios (CCS).

The subscription period is set at a minimum of 3 years. The cost breakdown for using the “Full” MECLAS tool for 25 samples is therefore: 6,250 € (Year 1) + 2,250 € (Year 2) + 2,250 € (Year 3).

Additional entries using all MECLAS features can be obtained at an additional cost of 2,500 € per 25 entries. Adaptations to the elemental composition of reference samples are unlimited.

After the 3-year subscription period, further extension of the subscription period (on an annual basis) can be obtained.

**Option 2: MECLAS “Light”**

The cost for creating an unlimited number of classifications using a limited number of

MECLAS features (i.e. adaptations to the elemental composition of reference samples) is 3,125 € (Year 1) for development and licensing, and 1,125 € (for Years 2 and 3) for annual maintenance, updating and expansion of options.

The subscription period is set at a minimum of 3 years. The cost breakdown for using the “Light” MECLAS tool for an unlimited number of samples is therefore: 3,125 € (Year 1) + 1,125 € (Year 2) + 1,125 € (Year 3).

After the 3-year subscription period, further extension of the subscription period (on an annual basis) can be obtained.

### **MECLAS Option 3**

Clients can also benefit from the services of ARCHE to perform classification using the MECLAS tool. In that respect, ARCHE offers tailor-made solutions depending on the needs of the client. These specific services are not covered by the license agreement.

#### **- Order form**

*Complete the order form (required if different from the registration file)*

First Name\*:

Last Name\*:

Title:

Company/Affiliation\*:

Country\*:

Address\*:

City\*:

Postal Code\*:

Phone:

E-mail\*:

VAT number\*:

Desired User Name:

*Mail the completed order form to*

ARCHE cvba

Attn Patrick Van Sprang

Stapelplein 70, box 104

Belgium

E-mail: [info@meclas.eu](mailto:info@meclas.eu)

Step 4: Unlock codes will be issued by e-mail after the payment has been processed, usually within one business day.
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Step 5: Enter the MECLAS tool using your user name and password.
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