

GVI Academic Partner Initiative Agreement (GAPI)

GVI Software

<input type="checkbox"/> LiDAR360 Full Suite + 1-Year Upgrades, Support and Maintenance
<input type="checkbox"/> LiMapper Full Suite + 1-Year Upgrades, Support and Maintenance

Initial Number of Licenses

LiDAR360 ()	LiMapper ()
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Beneficiary Contact Information

<i>Title:</i>	<i>Given Name:</i>	<i>Surname:</i>
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<i>Email:</i>	<i>Phone:</i>
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<i>Organization:</i>

<i>Department:</i>

<i>Address:</i>

<i>City:</i>	<i>Country:</i>
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Invoicing Contact Information *(if applicable)*

<i>Title:</i>	<i>Given Name:</i>	<i>Surname:</i>
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<i>Email:</i>	<i>Phone:</i>
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<i>Organization:</i>	<i>Department:</i>
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<i>Address:</i>

<i>City:</i>	<i>Country:</i>
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<i>Software Reseller:</i>

<i>Effective Date:</i>	<i>Termination Date:</i>
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BY SIGNING BELOW, YOU AGREE TO ALL TERMS & CONDITIONS OF THIS “GAPI” AGREEMENT.

<i>Date:</i>	<i>Name:</i>
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<i>Signature:</i>

The GAPI Agreement is a legal binding agreement between the stated organization and GreenValley International. The Agreement defines “**Software**” to include (but not limited to) all proprietary software, media, marketing content, printed materials, and electronic documentation. The Agreement defines the ‘**Beneficiary**’ as the institutional party receiving GreenValley International’s software licenses.

1. Registration, Licensing and Support

- a. The Beneficiary must register each authorized user and apply directly to GreenValley International for all licenses. Registration of each authorized user shall be completed in the “GAPI Registered User” form provided separately to the Agreement. Upon registration, each GAPI Registered User is granted access to a 6 month (temporary) license of authorized software.
- b. Registration, licensing, extensions and support queries regarding the Software are to be conveyed solely through the Beneficiary.
- c. Upgrades, Support and Maintenance fee after the initial 1 year stated will incur a 15% fee of total initial purchase price stated in the Invoice.

2. Validity

The Beneficiary may terminate the Agreement upon sending written notice to info@greenvalleyintl.com. GreenValley International and/or it’s authorized dealers reserve the right to deny refunds if termination occurs during the Agreement’s validity period.

3. Beneficiary Responsibilities

The Beneficiary and all GAPI Registered Users are required to credit GreenValley International and the Software in all appropriate and/or relevant publications, digital documentations, presentations, articles or other media.

4. Limitations

- a. All users are prohibited from using the Software for commercial and governmental purposes. Used solely for academic research and teaching purposes, the Software is prohibited from commercial/governmental activities. Unregistered users are strictly prohibited and the Beneficiary is forbidden from giving access to third party users without written permission for GreenValley International. GreenValley International reserves the right to terminate the Agreement, if you fail to comply with the terms and conditions of the Agreement.
- b. The Agreement and all information included is strictly confidential including but not limited to purchase price.**
- c. In no event will GreenValley International be liable for indirect, special, incidental, economic or consequential damages, regardless of the nature of the claim, including without limitation lost profits, costs of delay, interruption of business, loss of use, costs of lost or damaged data or documentation or liabilities to third parties arising from any source, even if Terrasolid has been advised of the possibility of such damages.

5. Copyrights

The Beneficiary and all Registered Users acknowledge and agree that the Software is a proprietary product of GreenValley International or its suppliers. Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the Software. You further acknowledge and agree that the entire right, title and interest in and to the Software, including associated intellectual property right, shall remain with GreenValley International. GreenValley International retains all rights not expressly granted.

6. Limited Warranties

GreenValley International provides a limited warranty for the duration of the Agreement. GreenValley International warrants the Software will perform in accordance to the User Guide located within the Software. If a defect in the Software appears that constitutes a breach of the above warranty, GreenValley International shall provide a new license, limited to the remainder duration of the Agreement. You agree that the foregoing constitutes your sole and exclusive remedy for breach by GreenValley International of the warranties made in this Agreement.

If you have any questions regarding the Agreement, please contact info@greenvalleyintl.com