

License Terms

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Onderdeel van
AXELIO

License Terms (Version 2024-02_ENG) for APP(s), provided by: Newminds

Hereinafter referred to as the "Publisher".

1. AGREEMENT

1.1. The Parties have entered into an agreement (hereinafter referred to as the "Agreement") pursuant to a separate document which contains (i) the Publisher's business details, (ii) Customer business details, (iii) the specific software product (hereinafter referred to as the "APP(s)") that falls within the scope of these License Terms is listed, (iv) the specific APP(s) licensed by Publisher to Customer, and (v) the fees paid by Customer to Publisher for use of such APP(s).

1.2. The license(s) obtained can only be terminated or cancelled under the conditions set out in these License Terms. Cancellation of these License Terms does not apply to licenses for other products purchased separately and covered by such vendor's right to use, for example, a license for Microsoft products and 3rd party products.

2. LICENSE

2.1. Publisher grants Customer a non-transferable and non-exclusive right to use (license to use) the APP(s) specified in the Agreement (the specific software products licensed to Customer at any time).

2.2. Customer use of the APP(s) assumes Customer's acceptance of these License Terms. Customer's installation or other use of the APP(s) shall be deemed to be full acceptance thereof.

2.3. The present license includes (i) the latest version of the APP(s) at the time the Agreement is signed and (ii) a mandatory software subscription that grants the Customer access to the right to use the APP(s) in exchange for ongoing payments of the software subscription.

2.4. The right of use relates exclusively to the APP(s) itself and therefore does not apply to the necessary Microsoft licenses, or any other licenses of 3rd parties.

3. SCOPE OF THE RIGHT OF USE

3.1. The Customer shall be entitled to use the APP(s) under these License Terms in accordance with what has been purchased and agreed in the Agreement.

3.2. Installing, subscribing to, or using the APP(s) constitutes Customer's acceptance of these Terms (including any changes made thereto at any time). If Customer does not accept the terms and conditions, it must notify the Publisher in writing, and Customer may not install or use the APP(s) in any form.

4. STANDARD PRODUCT AND MODIFICATIONS

4.1. The APP(s) is a standard product. It is Customer's responsibility to ensure that the APP(s) comply with standard available product specifications.

4.2. Changes by Customer to the APP(s) provided by Publisher may be made at Customer's own risk. Analyses, modifications or other advisory assistance, if any, that may be required as a result of the changes made by Customer to the APP(s) and / or changes to (i) Customer's own IT environment, (ii) changes to Microsoft products, (iii) changes to Customer's usage or (iv) installation of new APP(s) releases and updates may be performed by Publisher for Customer in exchange for a fee based on time spent and the applicable hourly rate.

4.3. Publisher's obligations under these License Terms assume that Customer ensures that new releases and versions are always installed at such a pace that the APP(s) version installed at Customer (i) is no more than two versions behind the APP(s) version most recently released by Publisher and (ii) installed by Customer no later than 6 months after the release of the relevant version.

5. STANDARD SOFTWARE SUBSCRIPTION

5.1. The retention of the license is subject to the retention of a software subscription, as agreed in the Agreement. An extension of the scope of the License Terms will lead to a corresponding extension of the software subscription. The price of the software subscription is stated in the Agreement and may be adjusted annually. If Customer defaults on its payments or cancels the software subscription, the license will terminate and Publisher will uninstall the APP(s), accepting the consequences of uninstallation.

5.2. A software subscription entitles Customer to receive and install updates of the APP(s), which are periodically released by Publisher. Such updates may include corrections of errors, new, removed, and/or improved features. Customer has the right to use these updates as soon as they are released. A software subscription entitles Customer to obtain and use the updates under these License Terms.

5.3. It is the responsibility of the Customer to install and deploy the Updates. Publisher may assist Customer in exchange for a fee based on time spent, pursuant to a separate agreement.

5.4. A software subscription does not entitle Customer to consulting services, advice, error correction (other than obtaining periodic updates) and / or support. A right to the above may be acquired under a separate agreement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Publisher owns and retains all copyrights and other intellectual property rights in the APP(s).

6.2. Due to Publisher's intellectual property rights, Customer may only use the product under the conditions set forth herein. Customer may not donate, loan, lease, sell, pledge or otherwise transfer the APP(s) or the rights thereto. Customer may not allow third parties to copy, use or dispose of the APP(s).

6.3. Customer may not remove any kind of trademarks, company names, copyright notices or other designations from the APP(s) or the creators of the APP(s).

6.4. Any disregard of Publisher's intellectual property rights, including Customer's reckless handling of the APP(s) that enables violations of Publishers intellectual property rights by third parties, shall be deemed a material breach of these License Terms, which entitles Publisher to terminate the operation of the license with immediate effect.

7. REVERSE ENGINEERING

7.1. Customer may not reverse engineer, disassemble or decompile the APP(s) unless, and in this case, only after Publisher has given Customer written permission to do so.

8. LIMITED WARRANTY

8.1. Publisher's liability for defects in the APP(s), including any repair obligations, shall lapse if the relevant defect is not claimed within 6 months of entering into the Agreement and receipt of the APP(s).

8.2. If, within 6 months of receipt of the APP(s), the Customer proves that the APP(s) is not operating in accordance with the user documentation and that the deviation is a significant defect of the APP(s) (i.e. one or more of the Customer's major business functions cannot be performed because the defect in question, directly attributable to the APP(s) makes the operation of the APP(s) impossible, Publisher may, at its option:

- A. make a new version of the APP(s) available free of charge;
- B. rectify the defect in the APP(s) free of charge;
- C. reimburse the license fee actually paid by Customer for the relevant portion of the APP(s) – but in such a way as to ensure the deduction of the value of the benefit that Customer has received from the APP(s) during the same period, or;
- D. refund the full license fee for the applicable period and revoke the License Terms in full.

9. DISCLAIMER AND LIMITATION OF LIABILITY

9.1. In no event shall Publisher be liable for indirect losses and consequential damages, regardless of the circumstances.

9.2. Publisher disclaims any liability for loss of anticipated profits, loss of data, damage to registrations or data or any other form of indirect specific documented accidental loss or consequential loss arising out of or in connection with Customer's use of the APP(s). Publisher's product liability is limited to the essential provisions of the (Dutch) law applicable at any given time.

9.3. Publishers' overall liability for any loss or damage arising out of or in connection with these License Terms or the use of the APP(s) shall, in all circumstances, be limited to the license fee actually paid by Customer for the APP(s) in the last 12 months prior to the submission of a valid complaint in writing.

10. EXEMPTION FROM LIABILITY IN CONNECTION WITH FORCE MAJEURE

10.1. Publisher shall not be liable to Customer for circumstances beyond Publisher's control.

10.2. Unforeseeable failures, delayed or missing deliveries, strikes, lockouts, lack of transportation, government agency restrictions, and similar circumstances release Publisher from liability.

11. INFRINGEMENT

11.1. Publisher has the right to terminate these License Terms, including the software subscription, with immediate effect if Customer commits a material breach thereof.

11.2. Customer shall have the right to terminate these License Terms immediately if Publisher commits a material breach of its obligations in accordance with these License Terms.

11.3. Payments already made will not be refunded to Customer in connection with termination.

12. PERIOD AND TERMINATION

12.1. The License Terms are valid during the period of use of the APP(s). The software subscription, as stipulated in the Agreement with any extensions to it, are valid for a period of 12 months and are invoiced in advance. The period will automatically renew for a further period of 12 months if the software subscription is not cancelled in writing by Customer with at least 3 months' notice prior to the end of the period.

12.2. Publisher may terminate the License Terms and the software subscription at any time with 12 months' notice.

13. SOFTWARE SUBSCRIPTION EXPIRES

13.1. When the software subscription expires, for whatever reason, the Customer shall immediately and without compensation uninstall the APP(s) and destroy all copies thereof.

14. ADDITIONAL TERMS

14.1 These License Terms are subject to the [NLdigital Terms](#).

15. GOVERNING LAW AND PLACE

15.1. All disputes arising from these License Terms shall be governed by the laws of the Netherlands. Unless otherwise agreed by the parties, disputes will be settled by the District Court of Midden-Nederland, location Utrecht.

15.2. Section 15.1 does not prevent Publisher from seeking or obtaining an injunction or other extraordinary remedy from the courts of competent jurisdiction.