



**DATPROF software License Agreement
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(English)**

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and

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Hereby agree to the following:

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 - the generation of representative and coherent subsets from one or several data sources (DATPROF Subset)
 - the masking (anonymisation) of data in one or several data sources (DATPROF Privacy)
 - the identification, deduplication and/or prevention of double registrations in data sources using fuzzy matching technology (DATPROF Match)

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- 3.6 Licensor is free to make Licensee a proposal for renewal around the end of a Maintenance & Support period. Licensee is free to accept such a proposal. It is the responsibility of Licensee to renew in a timely manner, taking into account the Licensor's ordering, payment and delivery times.

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- 3.10 Licensor makes bug fixes available only as a download, in principle.
- 3.11 Licensor can never be held to provide Maintenance & Support for any Version of the Software containing any dependencies from versions of third party products used by Licensee, including OS or DBMS, which are no longer supported by the supplier of such third party product as standard or which have not been explicitly designated as 'compatible with' or 'suitable for' by Licensor.
- 3.12 To the extent required by applicable law, Licensor shall provide Licensee with the interface information needed to achieve interoperability between the Software and another independently created program. Licensor will provide this interface information at Licensees written request. Licensee will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Licensor makes such information available.

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- 4.1 Licensor periodically deposits the source code of the most recently released version of the Software for the purposes of a collective escrow arrangement. At its own request Licensee may participate in the escrow arrangement at a fee to the extent that this concerns a Commercial Product and Licensee has subscribed to Maintenance & Support for the whole term of the License and a separate escrow agreement has been concluded.

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- 5.1 Licensee owes a periodical or once-only license fee for the use of the Software. The prices are indexed annually by Licensor.
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- 5.3 Save for the provisions of Article 3, Licensee owes an additional fee for all service, Maintenance & Support (including for third-party products) and other services provided by Licensor.

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- 6.2 In case of non-timely payment Licensee is held, in addition to the amount owed and the interest on it, to full payment of both judicial and extrajudicial collection costs, including all costs for legal assistance, bailiffs and debt-collection agencies. In the event of non-timely payment Licensee owes an interest of 2% per month on the outstanding amount.
- 6.3 The outstanding amount is immediately payable if Licensee is declared bankrupt, files for a moratorium on payments or if the Licensee's assets are attached, if Licensee dies and also if Licensee proceeds to liquidation or is dissolved.
- 6.4 Licensee is never entitled to reimbursement of any amount paid. Once a period has started Licensee owes the full amount for that period.
- 6.5 The provisions above can never result in any liability of Licensor whatsoever.

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 - b) Strikes or labour unrest;
 - c) Malfunctions in hardware;
 - d) Decrees, rules, designation orders or orders issued by the government, judicial authorities or any other body authorised to do so.
- 8.8 All liability is limited at all times to the amount paid out by Licensor's insurance company. If the insurance provides no cover, the liability is limited to a maximum of € 2,500.
- 8.9 Damage as referred to in this article must be reported to Licensor in writing within seven days after it was caused. Damages not reported within this term are not eligible for compensation.
- 8.10 Licensor has the right to take technical or other measures to stop or restrict the functioning of the Software if the agreed license term has expired, if Licensee does not possess the required keys or if Licensee has failed to fulfil its obligations. Licensor is never liable for any damages caused as a result.
- 8.11 The processing of a data set using DATPROF Privacy as such does not offer any guarantee that the resulting data set is fit to meet GDPR's (the General Data Protection Regulation (EU) 2016/679) or comparable or other applicable data security regulations. The level and quality of the obtained data security in the resulting data set is depending on the way Licensee makes Use of the Software. Licensor can never be held liable for resulting data that doesn't meet the requirements of the applicable regulations.

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- 11.1 Licensee is not permitted to award, delegate or transfer in any other way to third parties the license and the rights and obligations described in article 2 corresponding thereto without the prior written consent of Licensor.
- 11.2 Any award, delegation or transfer of rights contrary to the aforementioned condition is null and void.

Article 12 Termination

- 12.1 This agreement is in force during the term given in article 2.5. It can be terminated by registered letter with due observance of a notice period of 2 months. The License, hosting, Maintenance & Support and/or any other service may be terminated or suspended by Licensor if Licensee acts contrary to the provisions of this agreement.
- 12.2 Upon termination of the License all rights granted to Licensee, including without limitation the right to use the Software, and the obligations of Licensor end with immediate effect. Licensor can never be held liable for any damage this may cause to Licensee.
- 12.3 If one of the situations mentioned in article 6.3 of this agreement occurs, Licensor has the right to terminate or suspend the agreement or the part thereof that has not yet been executed, without requiring a notice of default or judicial intervention. This is without prejudice to the Licensor's right to demand compensation for any damage this may have caused to it.

Article 13 Final provisions

- 13.1 Amendments to this agreement can only be agreed in writing.
- 13.2 If and in so far as parts of this agreement are null, voidable or otherwise not practicable, the validity of the entire agreement will not be affected and the relevant parts must be deemed to have been agreed in a manner that is as close to the challenged part as possible and that is not null, voidable or otherwise not practicable.
- 13.3 The end of this agreement does not relieve parties of their obligations, which must remain in force by their nature.
- 13.4 Dutch law applies to this agreement and its execution. Any disputes will be brought before the competent Court of Groningen / Groningen location of the District Court for the Northern Netherlands.

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