



**DATPROF software License Agreement  
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(English)**

**TransValue B.V., a private limited company incorporated under Dutch law trading under the name of DATPROF**, having its registered office in Groningen and its business address at 9743 Groningen, Friesestraatweg 213 b, registered with the Chamber of Commerce of Groningen under number 02088916,

hereinafter referred to as '**Licensor**',

and

The legal entity or the natural person that makes use of DATPROF,

hereinafter referred to as '**Licensee**',

Whereas:

- Licensor holds the licensing, marketing, distribution and maintenance rights for computer software, which software is distributed under brand names whose rights belong to or have been given in license to Licensor.
- Licensor integrates this software in a professional and optimal manner in highly sophisticated software products to solve complex data quality and data integration issues and supplies this Software under the DATPROF label.
- Licensee has declared its intention to use the Licensor's Software.
- The present License Agreement applies to the use of the Software within the European Union, the United Kingdom and/or within the United States of America.
- By undersigning this SLA or Using the Software, Licensee agrees to be bound by the terms of the SLA. This SLA governs Licensees Use of the Software
- If Licensee does not agree to the terms and conditions hereof Licensee is not entitled to Use the Software.

Hereby agree to the following:

**Article 1 Definitions**

- Software: a collection of specialist products of Licensor or its licensor, of which the product purchased by Licensee is a part, named DATPROF. The Software is intended for use by experts and can enable the following, among other things:
  - the analysis of data from one or several data sources (DATPROF Analyze)
  - the integration and/or conversion of data from one or several data sources (DATPROF Integrate)
  - 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)
  - generation of synthetic data (DATPROF Privacy and DATPROF Subset)

- the identification, deduplication and/or prevention of double registrations in data sources using fuzzy matching technology (DATPROF Match)
- the selection and extraction of data from databases to files in a universally usable format (DATPROF Extract)
- the management of the performance of server processes, either parallel and/or in batches or not (DATPROF Runtime)
- License: The limited, non assignable, non exclusive right of a User to use the Software under this SLA.
- SLA: The "DATPROF software License Agreement version August 2019 (English)" license terms
- Evaluation Product: Version of the Software and/or License designated as a demo, trial, free or beta version.
- Commercial Product: Paid version of the Software and/or License not designated as an Evaluation Product.
- Documentation: All the Licensors manuals (user and technical), specifications, training materials and other documentation related to the Software.
- User: For the purposes of the present License agreement, unless agreed otherwise, a User is understood to mean a number (Named) of natural persons (Named User Licenses) to be agreed, working for or on behalf of Licensee or automated processes (Server Licenses or Runtime Agents) that may use the Software at one time.
- Use or Using: To install, download, activate, access or otherwise use the Software.
- Upgrade: Improved Version of the Software which, in addition to any Updates, generally contains new functionalities and which is offered at an extra charge and for which a new license agreement must be concluded and which causes the major version number to go up.
- Update: Improved Version of the Software which does not necessarily contain material functional adjustments and which causes the minor version number to go up.
- Bug fix: Version of the Software in which bugs have been fixed which causes the bug fix number to go up.
- Version: The version number reflects the successive changes to the Software in the following order: the major number is followed by the minor number, which is followed in turn by a bug fix number, if any, for instance 3.2.16.
- Virtualisation: Several control systems can be run at the same time on one computer, thus distributing the server capacity more efficiently across the users.
- Support request: Request from Licensee to improve the Software, to provide user support or to handle technical malfunctions in the Software, which malfunctions are to be reported to Licensor by telephone or in writing.
- Maintenance & Support: Comprises Support requests and maintenance of the Software (Upgrades, Updates and Bug fixes) and requires an additional agreement.
- Renewal: The renewed purchase of a) a license or b) Maintenance and Support for a consecutive period based on an updated version of the Software, at terms and conditions applicable at that time.
- Product Entry Fee: a once-only fee that applies upon every first time licensing of a certain Commercial Product to Licensee, for instance the first user license for DATPROF Subset and the first server license for DATPROF Runtime.

## **Article 2 License**

- 2.1 For a term to be agreed, Licensor grants to Licensee a License for the installation of the Software on a computer or (virtualised) server and the use of the Software by a User within the European Union, the United Kingdom and/or within the United States of America.
- 2.2 If Licensee does not possess the required codes for download, installation, activation and/or upgrade, for instance because the agreed license term has expired, the Software will be functional to a limited extent or not at all.
- 2.3 If the Software is installed in a technical environment of Licensee or a third party, Licensee is responsible for the functioning of the Software in this technical environment.
- 2.4 The Software is ordered from Licensor by Licensee. Licensor confirms the order and sends an invoice. Licensor sends Licensee the account details in order to enable the download of the Software. The Software can be downloaded only once, in principle.

- 2.5 Licensee may purchase a License for the following terms:
- **14 days** This is a free 14-day trial license which does not entitle the Licensee to Maintenance & Support and which does not include an option for renewal subject under the same terms.
  - **Annual** This is a paid consecutive finite license term ranging from a minimum of 1 year (12 months) to a maximum of 3 multiples<sup>1</sup> thereof (i.e., 3 years), whereby all applicable fees, including the user license fee, a possible Product Entry Fee and the Maintenance & Support fee, are payable in advance for the entire term.
  - **Perpetual** This is a paid infinite license term, whereby all applicable fees, including the user license fee and a possible Product Entry Fee, are payable in advance for the entire term and do not include coverage for Maintenance & Support.
- 2.6 Licensor is free to make Licensee a proposal for renewal around the end of the license term. 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.
- 2.7 Licensee may make limited use of an Evaluation Product, exclusively for evaluation of the Software. It is not permitted to use the results ensuing from the use of an Evaluation Product in any manner whatsoever for commercial purposes unless a fee is agreed for this in writing.
- 2.8 The validity period of a key issued for the purpose of a Perpetual license will end at least 30 years after its effective date. After expiry of the validity period the proper functioning of the Software is no longer guaranteed.
- 2.9 Licensee is not allowed to (i) transfer, sublicense, or assign Licensees rights under this SLA to any other person or entity, unless expressly authorized by Licensor in writing, (ii) modify, adapt or create derivative works of the Software or Documentation, (iii) decrypt, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software, (iv) make the functionality of the Software available in any way to third parties, unless expressly authorized by Licensor in writing or (v) alter, remove, modify, or conceal any product identification, copyright, trademark, patent notice, proprietary, intellectual property notices or other marks on or within the Software.
- 2.10 Licensee may permit a third party to use the Software licensed to Licensee under this SLA if such use is solely (i) on Licensees behalf, (ii) for Licensees internal operations, and (iii) in compliance with this SLA. Licensee agrees that Licensee is liable for any breach of this SLA by that third party.

### Article 3 Maintenance & Support

- 3.1 Licensee is entitled to subscribe to Maintenance & Support only after Licensee has purchased a Commercial Product and has fully paid all fees for the user license and Maintenance & Support. The right to subscribe to Maintenance & Support is only included as standard in the Annual licenses and not in Perpetual licenses.
- 3.2 Licensee is obliged to purchase the right to subscribe to Maintenance & Support pertaining to Perpetual licenses every time a certain Commercial Product is licensed for the first time. A Maintenance & Support agreement pertaining to Perpetual licenses may be concluded for the following term(s):
- **Annual** This is a paid consecutive finite Maintenance & Support term ranging from a minimum of 1 year (12 months) to a maximum of 3 multiples<sup>1</sup> thereof (i.e., 3 years), whereby all applicable fees for the entire term are payable in advance. The start date of the term is set to the first day after the expiration date of the most recent previous Maintenance & Support term pertaining to the Perpetual license, or in absence thereof, to the start date of the Perpetual license.
- Maintenance & Support fees pertaining to additional purchased licenses during a current Maintenance & Support period, if any, will be charged on a pro-rata bases, leaving the current Maintenance & Support period end data unchanged.
- 3.3 In order for Licensor to handle a Support request the User is required to provide at least the following information:
- name of user and Licensee;

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<sup>1</sup> An Annual term always means a finite term of 1 year (12 months), unless it is explicitly made clear in a contract between parties that multiple years were agreed upon.

- contact information for reporting back and/or requesting additional information;
  - the product and the Version to which the request pertains;
  - clear formulation of the problem.
- 3.4 Requests for Support are handled, in principle, on working days regular in the Netherlands, at least between the hours of 9 am and 5 pm.
- 3.5 Licensor will start the handling of a Support request within five working days from its receipt, in principle.
- 3.6 Licensor will assess Licensee's entitlement to Maintenance & Support. For older versions of the Software Licensor will assess whether or not it is willing to continue to provide Maintenance & Support. For Perpetual licenses, Maintenance & Support may be subscribed to only to the extent it involves an immediate continuation of a previous Maintenance & Support period and it is subscribed to for a minimum of 1 year and a maximum of three multiples thereof (i.e., 3 years).
- 3.7 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.
- 3.8 Maintenance & Support for minor Versions older than 2 years following the release of the latest version of the Software is excluded. Insofar as Licensee is still using the older minor Version, Licensor's Maintenance & Support obligation expires with that term.
- 3.9 Updates are included in a valid Maintenance & Support agreement. An Upgrade is not covered by Maintenance & Support and can only be obtained at a charge.
- 3.10 Maintenance & Support for major Versions older than 3 months up to 1 year following release of the latest version of the Software is limited to bug fixing. Insofar as Licensee is still using the older major Version after said term, Licensor's Maintenance & Support obligation expires with the term.
- 3.11 Licensor makes bug fixes available only as a download, in principle.
- 3.12 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.
- 3.13 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 Licensee's 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.

#### **Article 4 Escrow**

- 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.

#### **Article 5 Fee**

- 5.1 Licensee owes (a) periodical and/or once-only license fee(s) for the use of the Software. The prices are indexed annually by Licensor.
- 5.2 The applicable license fee(s) are owed for every user who can use the Software or a part thereof.
- 5.3 Save for the provisions of Article 3, Licensee owes additional fees for all service, Maintenance & Support (including for third-party products) and other services provided by Licensor.

#### **Article 6 Payment terms**

- 6.1 Invoices must be paid in advance, within 14 days from invoice date, unless agreed otherwise in writing. If any invoice remains unpaid for 30 days after the invoice date, Licensee is in default ipso jure, without a notice of default being required. Licensor has the right to suspend access to

- the Software and the provision of services and Maintenance & Support until the outstanding amount as well as all additional charges have been paid by Licensee.
- 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.

#### **Article 7 Warranty**

- 7.1 Except as expressly set forth above, Licensor provides Software “as is” and expressly disclaim all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. Licensor does not warrant that the Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, Licensor does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.
- 7.2 Licensor warrants that the Software will substantially conform to the applicable Documentation. This warranty does not apply if the Software, device or any other equipment upon which the Software is authorized to be used: (i) has been altered, except by Licensor or its authorized representative, (ii) has not been installed, operated, repaired, updated, upgraded or maintained in accordance with instructions supplied by Licensor, (iii) has been subjected to abnormal physical or electrical stress, misuse, abnormal environmental conditions, negligence, or accident. At Licensor's option and expense, Licensor shall repair, replace, or cause the refund of the price paid for non-conforming Software.

#### **Article 8 Liability**

- 8.1 Licensor rejects all liability for damages related to the use of an Evaluation Product.
- 8.2 Save in the event of gross negligence or intention of Supplier, the liability of Supplier on any grounds whatsoever vis à vis Licensee or others who make any claims via Licensee will be limited to compensation for direct damage, whereby the sum of compensations paid and to be paid over a period of 12 months preceding the time of reporting the damages will never be higher than the sum of the fees received by Supplier from Licensee over the same period.
- 8.3 Licensor can never be held liable for indirect damage or consequential damage, which includes loss of or damage to data or loss of income, profit or turnover.
- 8.4 Licensor is obliged to perform to the best of its ability as regards the availability and security of the Software as well as hosting, if applicable. Licensor can never be held liable if the desired level is not realised at any given time.
- 8.5 Licensor can never be held liable for errors in the Software.
- 8.6 Licensor can never be held liable for any damage, which includes damage to data or the (temporary) inaccessibility of the Software, caused by or during the use of the Software by third parties, including hackers, or its incorrect use by Licensee.
- 8.7 Licensor can never be held liable for any damage as a result of events or circumstances beyond its power, which include:
  - a) Unavailability of or delays in the provision of or malfunctions and defects in networks, information, energy supply, products or services of third parties;
  - 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.

#### **Article 9 Indemnity**

- 9.1 Licensee indemnifies Licensor and will compensate Licensor for all damages and costs (including legal assistance) arising from third-party claims against Licensor regarding the actual use of the Software by Licensee or third parties.

#### **Article 10 Intellectual Property Rights**

- 10.1 Licensor retains ownership of all rights of intellectual property in respect of the Software including copies, improvements, enhancements, derivative works and modifications thereof as well as the designs, software, Documentation and all other materials developed and/or used in preparation or execution of the agreement between Licensor and Licensee or resulting from it. No other rights with respect to the Software or any related intellectual property rights are implied or granted.
- 10.2 Licensee will not engage in any activities regarding the Software that directly or indirectly affect or harm these intellectual property rights.
- 10.3 Licensee is never entitled to (perusal of) the source code of the Software, unless agreed otherwise in writing.

#### **Article 11 Transfer, performance**

- 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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