

Erbis licensing conditions

Van Beek Ingenieurs B.V.
P.O. Box 1001
6801 BA ARNHEM

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The following terms are used in these conditions:

Program: the computer program provided under licence to User by Van Beek Ingenieurs with the name 'Erbis', incl. associated user documentation.

User: the organisation, institution or person to which or to whom Van Beek Ingenieurs has issued a usage licence for the Program.

Agreement: the agreement concluded between Van Beek and User under which User is granted a usage licence for the Program by Van Beek Ingenieurs.

The Program is the property of Van Beek Ingenieurs and is protected by Copyright. These Licensing Conditions apply to the Agreement and the usage licences for the Program issued under it. User only has the right to make use of the Program within the usage restrictions indicated in the Agreement and on condition that User has paid the fees agreed for this. Furthermore, User only has the right to use the Program under the following conditions:

1. The Program may only be used for one set of measuring points. The number of measuring points for which User uses the Program must not exceed the agreed licensed number for which the agreed fees have been paid.
2. The Program may only be used for energy monitoring for the User's own organisation.
3. The Program may not be sold or leased to any third party and may not be used by User for the benefit of any third party.
4. The Program, its usage licence and/or the Agreement may not be transferred or made available to any third party.
5. The Program may not be dismantled, decompiled, disassembled, restored to its source code or modified in any other way without the prior written permission of Van Beek Ingenieurs. User only receives a usage right for the compiled version of the Program, excluding the source code.
6. User may create spare copies (backups) of the supplied CDs for its own use.
7. In the above usage restrictions, the term 'third party' also includes group companies or subsidiaries of the User, unless the Agreement explicitly states that User may partly use the Program for the benefit of that subsidiary and/or group companies.

Van Beek Ingenieurs guarantees that the Program generally functions as described in the associated user documentation for a period of one year after the relevant version of the Program has been provided to the User. If the User discovers a material error in the Program during the warranty period, reports this to Van Beek Ingenieurs in writing and Van Beek Ingenieurs is unable to correct this error within 90 days, User shall be entitled to terminate the licence for the Program, with Van Beek Ingenieurs refunding the licence fees paid for the Program. User agrees that he/she cannot make any claim other than for refunding the licence fees paid for the Program. This warranty does not apply if the error is caused by inexpert use, failure to observe the instructions in the combination of the Program and third-party products or software, not installing the most recent version of the Program and/or updates to the Program, which Van Beek Ingenieurs has made available to User.

The Program is extensively tested and verified in practice. As a result, the risk of errors being present is limited. Despite this, an error may inadvertently occur in a process and/or calculation, so error-free or fault-free functioning cannot be guaranteed. Van Beek Ingenieurs can under no condition whatsoever be held liable by the User or by any third party for any loss whatsoever, including consequential loss and the loss of data, arising from or related to the use of or inability to use the Program.

The licence fees agreed for the use of the Program do not include any relevant implementation, helpdesk, consultancy, maintenance or other services relating to the Program to be provided by Van Beek Ingenieurs, unless explicitly agreed otherwise in the Agreement. If the provision of services by Van Beek together with or in relation to the Program has been agreed under the Agreement, these services shall not be subject to these Licensing Conditions, but to the 'Nieuwe Regeling 2011' (New Regulations 2011) Terms and Conditions of NL Ingenieurs, the Trade Association for Consultancy, Management and Engineering Firms (as also published on the website www.vanbeek.com), unless the applicability of other or supplementary conditions is explicitly agreed in the Agreement.

User may process personal data with the Program. User is personally fully responsible and liable for ensuring that: (i) User has the right to process the relevant personal data with the Program, (ii) all statutory requirements are met during this, including all protection requirements regarding the data to be processed and (iii) all approvals that may be required for the processing have been obtained from the persons in question.

Any modifications or additions to these Conditions shall only be valid in so far as they are agreed in writing. Disputes relating to the Agreement and these Conditions shall be resolved by the competent court in Arnhem.

These Conditions were filed with the Chamber of Commerce in Arnhem on 10 March 2016 under number 09050918.