

Terms of Service Software

Article 1: General

1. The following conditions apply to the most recent version of the Software.
2. Limis only provides service for all of the components of the Limis Software that is made available by Limis and for which Limis to Client within the applicable order or agreement use has been granted.

Article 2: Software Service

1. The service of the Software will begin on the date as agreed between Client and Limis and runs until the end of the calendar year. The agreement for service thereafter shall automatically be extended by one calendar year unless a party no longer than 2 months before the expiration of the current calendar year the other party has notified in writing not to renew the service agreement. Termination of the service agreement by one party must be registered and with acknowledge of receipt. Termination of the service agreement other than by early termination is excluded.
2. If the service agreement by Client is terminated and Client wants to make a service agreement again with Limis, then Limis will charge costs to Client.
3. The amount due for the next calendar year for the service agreement may be increased by Limis according to the increase in the consumer price index (cpi), as determined by the Central Bureau of Statistics. This increase can occur without prior notice from Limis and without ending this agreement as regards the increase mentioned in this paragraph. The adjustment of the price to be determined, is the date of becoming effective multiplied by an adjustment factor obtained by the above mentioned most recent final monthly price index for the beginning of the calendar year which the renewal occurs, divided by the index of the corresponding month of the previous year.
4. In the case Limis wants to increase the license fee by an amount higher than the increase as mentioned in the previous article, it therefore needs to notify Client in writing 3 calendar months before the increase. If this has failed, the amount payable for the following calendar year due to the service agreement for Software can only be increased as specified in paragraph 3 of this Article.
5. If Limis faces government-imposed surcharges, fees, etc. for using the Software, then these are passed on Client.
6. Expansions of the Software covered by the service agreement are included in the agreement for service. Limis charges the costs associated with the expansion.

Article 3: Obligations of the Client

1. Client is responsible for careful and judicious use of Software functionality within the Software provided and as required by Limis and accompanying manual. This also includes providing a proper system of Software adapted to the work processes and organisation of Client.
2. Client shall ensure that the users of the Software are sufficiently trained for normal use of the Software and therefore sufficiently familiar with its operation.
3. Client is responsible for the proper functioning of the equipment and the network on which the Software is installed. If the equipment and/or network of client does not properly operate Limis accepts no liability for the resulting in its not (well) functioning of the Software.
4. Client undertakes to provide a careful management and use of the Software, including by providing adequate security through regular back-ups and by not using of inferior materials that the detrimental affect of the Software influence.

Article 4: Telephone Support

1. The service provided in this Article includes support from the Limis location where to Limis provides the only telephone request answer questions only in respect of Client functional efficacy of the Software. Telephone support takes place only from Monday to Friday from 8:30 to 17:00, except days on which Limis is closed. Under service provided in these Terms of Service Software expressly does not include telephone support with the aim of changing the layout of the Software.

Article 5: New versions or updates

1. Limis shall provide according new versions or updates of the Software updates according the relevant agreement. Limis is not obliged to take over functional capabilities of the Software. Limis suggests these new versions and updates of the Software available free of charge to Client.
2. Client is obliged to install new versions or updates from the Software to obtain service under Article 4 and Article 7 of these Terms of Services Software required by Limis. If Client does not want to install or to have installed the latest version of Software, all service rights of Client expire and Limis has the right to indefinitely suspend all its obligations from the agreement and these Terms of Service Software, at least until the Client has installed the most recent version of the Software or to have it installed. Client is obliged to install new versions or updates.

Article 6: Guarantee

1. Limis ensures that the operation of the Software is in accordance with the Limis written specifications, features and functions as mentioned in the quotation, order confirmation of agreement which has been sent to Client. These specifications, features and functions can be amended and supplemented by Limis. Limis cannot guarantee that the Software will operate without defects or that all defects will be corrected.
2. The guarantee in this Article shall lapse if Client modifies the Software without prior approval of Limis or a third-party does the modification. This includes changes in the database definition as used by the Software.

Article 7: Malfunctions and defects

1. Limis restores to the best of imperfections in the Software. Among the flaws in the software mean common malfunctions and defects, and all while using Software identified deficiencies in comparison with the corresponding in the manual attributed features and functions, where not caused by improper or negligent acts of Client or third parties.
2. The service referred to in this Article shall be granted from the location of Limis and only on Dutch business days from Monday to Friday 8:30 am to 17:00, except times and days Limis is closed.
3. In order to enable Limis its service obligations is Client required notifying the observed failures after finding defects as soon as reasonably practicable written and documented to Limis. If this is required to fix the malfunctions and defects in the Software, Client devices the equipment and/or the network or any part thereof on reasonable times and for reasonable time without charge to Limis available to Limis.
4. In case of malfunctions or defects Limis efforts in the response times, referred to in this article, and if possible in the shortest possible time to the service to commerce operations. Under response time in these Terms of Service Software means the time which elapses between receipt of notification of a defect or malfunction of the Software and the target time within which the service commences Limis. Messages of Client asking for faults or defects in the Software to remedy Limis are divided into the following categories:

- category 1: the Software is not usable and does not entirely function;
- category 2: the Software is of limited use with some essential functions not usable;
- category 3: non-essential problem with the Software, where the essential functions are usable and which one annoying discomfort occurs by reducing the functionality of the Software or through delayed operation;
- category 4: a problem that itself has no direct influence in the essential functionality of the Software.

The response times of Limis are valid within the working hours as defined in paragraph 2 of this Article. Response times from the moment of Limis receipt of the notification, except in cases of force majeure, as follows:

- category 1: 4 hours;
- category 2: 8 hours;
- category 3: 2 days;
- category 4: 4 days.

5. Limis may charge the costs of repair to Client if the failure is caused by operating errors by Client, by other not Limis attributable causes or through the Software being modified or maintained by others than Limis. The costs are calculated on the then prevailing Limis rates. Restoration of any lost data is not service.
6. If after an inquiry by Limis proves that the cause of in the previous Article referred to deficiencies in equipment and/or network or otherwise located at Client then Client reimburse to Limis the costs Limis has made to run this inquiry. The costs are calculated based on the then prevailing rates as established by Limis used for similar activities. The burden of proof of this rests with Limis.

Article 8: Service on the Site of the Client

1. If in urgent cases Limis is requested by Client to perform service work on the location of Client, Limis is entitled to charge the associated costs at the then prevailing Limis rates.