

Terms of Use Software

Article 1: Right of use

1. To Client only Software rights of use described in this article will be granted by Limis. Any other use by Client is expressly forbidden.
2. The Software, among others, includes:
 - A license key (hardware);
 - A license (software);
 - One or more media with the software.

The possibility of actual use of the Software is intrinsically linked to the installed and remains in the license key on the hardware of Client. The right of use under this Article is inextricably linked with the possession of the license key by Client. The license key must always be held by Client during the period for which the right of use is granted. If the license key for example due a loss or theft - is no longer in possession of Client, the license expires.

3. The use of the Software is linked to a license. For extending the user rights of the Software Client receives periodically a new license from Limis. After fulfilling the payment obligations by Client a new license will be provided by Limis to Client.
4. The right of use mentioned in this article is not exclusive and shall not be transferred or disposed to a third by Client without prior written permission of Limis.
5. The right of use is limited to personal use and for only one location use of the Software unless otherwise agreed. If Client wants to use the Software across multiple locations, he is further due additional fees to be determined by Limis.

6. Client may not release (parts of) the right of use of the Software to third parties or transfer without permission of Limis.
7. This clause does not include the transfer of any intellectual property right to the Software, including – but not limited to patent right, trademark and copyright. At all times Limis remains entitled to these rights of intellectual property.

Article 2: License fee increase

1. The agreed fee for the use of the Software may be increased by Limis according to the increase in 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.
2. 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.
3. If Limis faces government-imposed surcharges, fees, etc. for using the Software, then these are passed on Client.

Article 3: Termination of Right of use

1. If the provision of the Software in accordance with the Terms of Software Provision is terminated then it will automatically include the license.