

Terms Provision Software

Article 1: Provision

1. Limis will provide to Client one copy of the Software described in the agreement after the agreement has become effective.
2. The Software is deemed to be made available on the date the license key is installed by Limis at Client or on the date the license key was sent to Client.
3. The provision of the Software includes no right of use of the Software yet. The right of use of the Software is defined in the Terms of Use Software.

Article 2: Unlimited period

1. If a provision of the Software will be agreed for a unlimited period Client shall at any time maintain the Software without Limis terminating this right, on condition that Client has met all of its obligations - including, not limited to, its payment obligations - under the agreement.
2. Client maintains at any time the license key, even if the right of use of the Software has ended in accordance with the agreement and the Terms of Use Software.

Article 3: Limited period

1. If a provision of the Software for limited time is agreed upon then the provision period is automatically extended by one year, unless one of the parties has notified the other party in writing of the termination of the provision, not later than two months before the expiry. The termination by one of parties shall only be done by registered mail and with receipt of acknowledgment.
2. In the event of early termination Client shall have sent the latest version of the Software (the license key and its media) to Limis not later than one week after the period of the provision by registered mail and with acknowledgment of receipt. If not met to in this paragraph, the provision of the Software is being renewed for one year.
3. The fee for the Software provided 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 on account of 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 raise the fee for the provision by an amount higher than the increase mentioned in the previous paragraph, it has to notify this increase in writing to Client not later than 3 months before the expiration of the current provision. If Limis does not meet this, it may only increase the amount for the provision agreement for the Software due for the next year as described in the previous paragraph.
5. If Limis faces government-imposed surcharges, taxes, etc. for the provision of the Software, these may be passed to Client.
6. If the provision of the Software is being terminated also automatically the rights of use according the Terms of Use Software and the service according the Terms of Service Software are being terminated.

Article 4: Software Installation

1. Client has the option to have the software installed by Limis or to install the Software itself.

2. The equipment and the network on which the Software should be installed, must meet the minimum (system) requirements as specified in the Software documentation. Client is responsible for the proper functioning of the equipment and the network the software should be installed on. If the equipment and/or network of client does not operate properly, Limis does not accept any liability for the resulting it can not properly install the Software and/or no (good) performance of the Software. By installation through Limis, Limis is in that case entitled to charge the costs for installation despite the installation was not successful. Limis is also entitled, in accordance with its then current rates, to charge the installation costs in order to perform the installation properly.

3. If the parties agree that Client itself does install the Software, the license key will be sent by Limis to Client by registered mail. In this case the installation is for account and risk of Client.

4. If Limis installs the Software, Client shall give the necessary assistance to install the Software to do good manner, including through the provision of equipment with the Software to be installed and of skilful and authorised employees, all into a way to be defined in agreement with Limis.

Article 5: Risk

1. From the date the installation of the Software by Limis at Client has occurred or from the date the license key has been sent by registered mail to Client, the risk of loss of license key and other Software is on behalf of Client, unless the loss results from negligence on the part of Limis.
2. In case of loss at the provision of the Software for limited time of the accompanying Software license key for risk of Client, the Software is considered being provided for unlimited time to Client. Then Client is payable a percentage of compensation for the provision of the Software for limited time at the then current price lists of Limis, therefore net of any discounts or credits, due to Limis.