



Agreement JOSF

1. This agreement applies to the platform JOSF pursuant to which Valori delivers goods and/or provides services to a user of the platform JOSF, such user hereinafter referred as Licensee, and the goods and services as such.
2. Changes or additions to the terms and conditions shall only be valid if they are agreed between the parties in writing.
3. The applicability of Licensee's purchasing or other conditions is specifically excluded.
4. If any provision of this agreement is null and void or is annulled, the other provisions of this agreement shall remain fully in effect. Valori and Licensee shall in such case consult each other for the purpose of agreeing new provisions to replace the null and void or annulled provisions.
5. The parties acknowledge that the success of the platform JOSF depends on proper and timely cooperation between the parties. Licensee shall always extend, in a timely manner, the cooperation reasonably required by Valori. To enable proper performance of the agreement by Valori, Licensee shall always provide all information reasonably required by Valori to Valori in a timely manner.

Software

1. Valori shall make via JOSF certain computer programs and user documentation, developed by Valori and further developed by users of JOSF hereinafter referred to as the 'software', available to Licensee for use for the duration of the agreement on the basis of a license for use. The right to use the software is worldwide, non-exclusive and may not be transferred, pledged or sublicensed.
2. Licensee shall always strictly comply with the agreed restrictions on the use of the software, regardless of the nature or content of these restrictions.
3. Valori is always entitled to take technical measures to protect the software against unlawful use and/or against use in a manner or for purposes other than the manner or purposes agreed between the parties. Licensee shall never remove or bypass technical measures intended to protect the software or have such technical measures removed or bypassed.
4. Licensee may only use the software in and for its own company or organization and only insofar as doing so is necessary for the intended use. Licensee shall not use the software for third parties, for example in the context of Software as a Service (SaaS) or outsourcing.
5. Licensee may develop modules on the basis of the software, such modules altogether hereinafter referred to as 'altered software' provided that such altered software is made available on JOSF in such manner that other users of JOSF without any restrictions can benefit from it, use it and further develop modules of the software, including the altered software.
6. Licensee may never sell, rent out, dispose of or grant limited rights to, or make available to third parties the software and the altered software, in any way whatsoever for whatever purpose or under whatever title.
7. Licensee may not grant, whether or not remotely (online), a third party access to the software or place the software with a third party for hosting, not even if the third party concerned only uses the software for Licensee.
8. If so requested, Licensee shall cooperate without delay in an investigation into compliance with the agreed restrictions on use carried out by or for Valori. Should Valori so demand, Licensee shall grant Valori unrestricted access to its buildings and systems.



Delivery, installation and guarantees

1. Valori shall make the software available to Licensee online and free of charge. Valori shall only install the software at Licensee's business location if this has been agreed between the parties.
2. Licensee shall accept the software *as is, where is* therefore with all visible and invisible errors and defects.
3. Licensee is responsible for the management, including checking the settings, and use of the software supplied and/or services provided by Valori, and the way in which the results of the products and services are used. Licensee is also responsible for appropriately instructing users and for the use made by users.
4. Licensee shall itself install, organize, parameterize and tune the software and support software required on its own equipment and, if necessary, modify the equipment, other software and support software and operating environment used in this regard, and effect the interoperability that it desires.
5. Valori shall perform its services under this agreement with care and to the best of its ability, however without any performance obligations, guarantees of warranties. Valori does not provide any guarantee with respect to the software. Amongst others Valori does not guarantee that the software:
 - is suitable for actual use and/or the intended use;
 - will operate without interruption and/or that all errors will or can be fixed.
6. Valori is never obliged to recover data that has been corrupted or lost. Valori does not have any obligation whatsoever, of whatever nature or content, with respect to errors.
7. Valori is never obliged to perform data conversion or back-ups unless doing so has been expressly agreed in writing with Licensee.
8. Valori is not obliged to maintain the software and/or provide support to users and/or administrators of the software. If, contrary to the foregoing, Valori is asked to perform maintenance work and/or provide support with respect to the software, Valori may require that Licensee enters into a separate, written agreement for that purpose.
9. Licensee shall be entitled to Valori support services on the basis of a fair use policy. Customers which pay for support services will be given priority.
10. Licensee indemnifies Valori against claims of persons whose personal data is recorded or processed in the context of a register of personal data that is maintained by Licensee or for which Licensee is otherwise responsible by law, unless Licensee proves that the facts on which a claim is based are attributable to Valori.
11. Licensee is fully responsible for the data that it processes in the context of using a service of Valori. Licensee guarantees vis-a-vis Valori that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party.
12. The access or identification codes and certificates provided by or because of Valori to Licensee are confidential and must be treated as such by Licensee, and may only be made known to authorized personnel in Licensee's own organization. Valori is entitled to change the access or identification codes and certificates.
13. Licensee must adequately secure its systems and infrastructure and have active antivirus software protection at all times.



Retention of title, reservation of rights and confidentiality

1. Licensee acknowledges that software originating from Valori is always confidential in nature and that this software contains trade secrets of Valori and its suppliers or the producer of the software.
2. All intellectual property rights to the software, websites, data files, equipment and training, testing and examination materials, as well as other materials like analyses, designs, documentation, reports and offers, including preparatory materials in this regard, developed or made available to Licensee under the agreement are held exclusively by Valori, its licensors or its suppliers.
3. All intellectual and industrial property rights, of any nature, that arise from or as a result of the performance of the agreement by Licensee and more specifically the altered software vest in or shall belong to Valori. Licensee hereby assigns and transfers to Valori all rights, title, and interest in the altered software and agrees to take all further acts reasonably required to evidence such assignment and transfer to Valori.
4. Licensee may not remove or change any indication concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property right pertaining to the software, Valori, websites, data files, equipment or materials, or have any such indication removed or changed.
5. Even if not expressly provided for in the agreement, Valori may always take technical measures to protect equipment, data files, websites, software made available, software to which Licensee is granted direct or indirect access, and the like in connection with an agreed limitation in terms of the content or duration of the right of use of these items. Licensee may not remove or bypass such technical measures or have such technical measures removed or bypassed.
6. Licensee and Valori must ensure that all information received from the other party that the receiving party knows or should reasonably know is confidential is kept secret. This duty of confidentiality shall not apply if and insofar as a party is required to provide the information concerned to a third party in accordance with a court decision or a statutory requirement, or if and insofar as doing so is necessary for the proper performance of the agreement. The party that receives the confidential information may only use it for the purpose for which it was provided. Information shall in any case be deemed to be confidential if it has been qualified as such by one of the parties.

Duration and termination

1. The agreement shall be entered into for the an indefinite term unless agreed otherwise between the parties.
2. Valori shall be authorized to immediately terminate the agreement due to:
 - a material attributable failure in the performance of the agreement of Licensee
 - Licensee engaging in conduct that is likely to deceive the public as to the source, nature or quality of software or services offered by Valori or is likely to impair the name, reputation or a trademark or service mark of Valori or its related companies.
3. The agreement which, due to its nature and content, does not end in completion and which has been entered into for an indefinite period of time may be terminated without cause by either of the parties in writing. A reasonable period must be observed when notice of termination is given. Valori is never obliged to pay any compensation or damages due to termination.
4. Licensee may not sell, transfer or pledge its rights and obligations under this agreement to a third party.



5. Following the end of the agreement, Licensee shall destroy the copies of the software concerned at the end of the agreement and Licensee shall report the destruction of the copies to Valori in writing without delay. At or following the end of the agreement, Valori shall not be obliged to provide assistance for the purpose of a data conversion or a data transfer desired by Licensee.

Liability

1. Valori cannot be held liable for an (attributable) failure in the performance of the agreement or on any legal basis whatsoever. The limitation shall cease to apply if and insofar as the loss is the result of deliberate intent or recklessness on the part of Valori's management.
2. Licensee indemnifies Valori against any claim of a third party instituted for whatever reason in connection with this agreement. Valori does not indemnify Licensee against any claim of a third party.

Applicable law and disputes

1. The agreement between Valori and licensee is governed by Dutch law.
2. The United Nations Convention on Agreements for the International Sale of Goods (CISG) does not apply.
3. Disputes that arise by reason of the agreement concluded between the parties and/or by reason of any further agreements deriving from it shall be resolved by the legally competent court in Utrecht.