Hitchhiker@Eurofound End-User Licence Agreement

By using this Software or any portion thereof, YOU (the "User") ACCEPT ALL TERMS AND CONDITIONS OF THIS LICENCE, including in particular the limitations on use, transferability, warranty and liability. The following terms and conditions are enforceable against you and any legal entity that obtained the Software and on whose behalf it is used. If you are agreeing to these terms on behalf of a company or other legal entity, you represent that you have the legal authority to bind that company or legal entity to these terms. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT WISH TO BE BOUND TO THESE TERMS DO NOT USE THIS SOFTWARE.

The European Foundation for the Improvement of Living and Working Conditions (hereinafter "the Licensor") is the owner of the copyright and other intellectual and industrial property rights, trade secrets, and know-how related to the Software over which is has the power of disposal regardless of geographical or other limitations.

1. **DEFINITIONS**

- .1. The under mentioned terms shall have herein the following meanings:
- "Computer" means an electronic device that accepts information in digital or similar form and manipulates it for specific results based on a sequence of instructions.
- "Effective Date" means the date of first Use by the User.
- "Parties" shall jointly refer to both the Licensor and the User in this licence while "Party" shall refer to either of the Parties as the context provides;
- "Software" means the software titled Hitchhiker@Eurofound, as well as any updated versions thereof, including the contents of all computer files transmitted to the User (provided either by electronic download, on physical media or any other method of distribution) and any accompanying supporting or supplementary material, such as manuals, release notes, specifications and other bundled files or documentation. For the Technical Specifications of the Software, please refer to Annex A.
- "Use" or "Used" in connection with the Software, as defined below, means storing any portion of the Software in a machine, and/or transmitting any portion of the Software to a machine for processing and/or compiling, executing or interpreting any machine instructions contained in the Software, and/or displaying any portion of the Software in connection with the processing of such machine instructions.

"User" means the natural person who engages in the Use of the Software and/or the legal person or entity which administers the Use of the Software by end-users acting on its behalf within its Computer environment.

2. Grant of rights and limitations

- .1. Subject to compliance with the terms of this licence, the Licensor grants the User a personal, non-exclusive and royalty-free licence to Use the Software.
- .2. The User may install and Use the Software within the computer environment of the User, including internal network deployments and/or several separate standalone deployments.
- .3. The User may not rent, lease, sublicense, assign, transfer or grant any kind of rights regarding the Software or any portions thereof in any form to any third party except as may be expressly permitted herein.
- .4. The User may not remove or alter any Software identification, proprietary notices, labels or trademarks which appear on or in the Software.

.5. The Licensor shall have no obligation for the installation, technical support and maintenance of the Software.

3. PUBLICATIONS WHOSE OUTPUT IS GENERATED WITH THE SOFTWARE

Any publication whose output, code or data analysis has been generated with the Software shall acknowledge this aspect, by referring to the methodology developed in "Eurofound (2018), Upward convergence in the EU: Concepts, measurements and indicators, Publications Office of the European Union, Luxembourg".

4. OWNERSHIP AND LICENCE

- .1. The Software is not sold to the User who shall not acquire any right, title or interest (including without limitation copyright or other right in the nature of copyright or any other intellectual property right whatsoever) in the Software, which shall remain the sole property of the Licensor.
- .2. Any copy or partial copy of the Software shall be owned by the Licensor subject to the licence rights granted to the User and shall be considered as being regulated by this licence.
- .3. The User's rights to Use the Software are specified in this licence, and the Licensor retains all rights not expressly granted to the User in this licence. No right or licence under any patent application, issued patent, know-how or other proprietary information is granted or shall be granted by implication unless provided herein.

5. DURATION AND TERMINATION

- .1. This licence is granted on a perpetual basis and shall be effective as of the Effective Date. However, Licensor and User may agree to terminate this licence at any time without cause.
- .2. This licence shall automatically terminate with an immediate effect if the User is in breach of this licence. This termination shall not prevent the Licensor from claiming any further damages. Upon termination for any reason, the User shall destroy the Software and any copy made partial or whole in its possession.
- .3. The termination shall not relieve the User from its liability to respect all the obligations claimable before the termination date. In particular, the provisions of the obligations relating to the performance, the disclaimer of guarantees and warranties and limitations of liabilities shall survive the termination of this licence, howsoever caused, but this shall not imply or create any continued right to Use the Software after termination of this licence.

6.GUARANTEES, WARRANTY AND LIMITATIONS OF LIABILITIES

- .1. The Software is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranty against infringement of third parties' property rights, of merchantability, integration, satisfactory quality and fitness for a particular purpose.
- .2. The entire risk as to the Use, quality, and performance of the Software is with the User. The Licensor will not be liable for any incidental, consequential, direct or indirect damages including but not limited to the loss of data, lost profits, or any other financial loss arising from the Use of, or inability to Use, even if the Licensor has been notified of the possibility of such loss, damages, claims or costs or for any claim by any third party.

7. APPLICABLE LAW AND LEGAL VENUE

- .1. This licence shall be governed by its terms and, on a subsidiary basis, by the law of Ireland.
- .2. In case of any dispute or difference between the Parties arising out of or in connection with this licence, the Parties shall settle it by mutual agreement. Such effort shall be deemed

to have failed when one of the Parties so notifies the other in writing. In that case, each Party may initiate proceedings before the Court of Justice of the European Union.

.3. Nothing in the licence shall be interpreted as a waiver of any privileges or immunities accorded to any Party by its constituent documents, privileges and immunities agreements or international law.

8. ADMINISTRATIVE PROVISIONS

Any communication and correspondence from the User with reference to this licence shall be made in writing and addressed to the following addresses:

European Foundation for the Improvement of Working and Living Conditions (Eurofound) Wyattville Road, Loughlinstown, Co. Dublin, D18 KP65,

Ireland
To the attention of

Martina Bisello and Massimiliano Mascherini mbs@eurofound.europa.eu; mam@eurofound.europa.eu

ANNEX A TECHNICAL SPECIFICATIONS OF THE SOFTWARE

Hitchhiker@Eurofound Version: 1.0 © Eurofound 2018

This software has been developed by Martina BISELLO and Massimiliano MASCHERINI, Eurofound, Social Policy Unit.

Functionalities: Hitchhiker@Eurofound is a set of scripts developed in the "Stata ®"* software (StataCorp. 2017. Stata Statistical Software: Release 15. College Station, TX: StataCorp LLC). They allow the analysis of upward/downward convergence trends, following the methodology developed in "Eurofound (2018), Upward convergence in the EU: Concepts, measurements and indicators, Publications Office of the European Union, Luxembourg". This report should be cited in any publication whose output/code/data analysis has been generated with this script.

* "Stata" is a registered trade mark of StataCorp LLC. For further information in relation to the "Stata ®" software, please visit https://www.stata.com/.