

Ensembles Support and License Agreement

The Mental Faculty B.V. hereby agrees to provide support to the rightful acquirer of the Ensembles support package ("you"), as well as a right to use certain additional software and documentation. This right is limited to use by you within your company or other legal entity.

Nature of support

Support is available upon payment of a fee, which will be quoted to you upon request. Support will be available for one year upon payment of the support fee, with no automatic renewal unless agreed upon otherwise.

Support includes technical and usage support for all members of your organization. Support is offered on a best-effort basis. In case you pay the priority support fee The Mental Faculty B.V. will do its utmost to respond as soon as possible to all support requests.

Support fee

The support fee must be paid in advance. The Mental Faculty B.V. will inform you separately about the manner of payment. An electronic invoice will be issued.

Updates to the software

As long as you are entitled to support, you are additionally entitled to receive updates to any additional software provided if and when these become available, for as long as support is available.

You are additionally entitled to receive documentation for use within your organization. The documentation will be delivered in various electronic formats, and may be distributed within the organization. The documentation may not be shared with third parties, except with contractors, temporary workers or freelancers hired by you to do work for your benefit in which they have a bona fide need to know the documentation.

Software license

The supplied software may be used on an unlimited number of computers within your organization, or linked and distributed in binary form in software developed by your organization. Further, you may deploy any of the additional software for external use by third parties as Software-as-a-Service on servers under your control.

It is expressly forbidden to

- reverse engineer or decompile the software, except to the extent permitted by mandatory law or applicable open source license;
- provide copies of the provided source code or binaries to third parties;
- sublicense the software or otherwise make available the software to third parties, except where linked as a library or vended via Software-as-a-Service as mentioned above;

- remove indications of The Mental Faculty B.V. as copyright holder of the software or to remove or render illegible any part thereof.

You may make a backup copy of the software. This backup copy may not be used or traded or distributed in any way, except in conjunction with the original software.

Access to selected source code

Your support package may include access to selected source code for use within your organization.

This access includes the right to modify, copy, and distribute within the organization, but does not include the right to provide copies of the source code to third parties or to sublicense the software or otherwise make available the software to third parties, except when deployed as a linked library or as Software-as-a-Service on servers under your control.

Intellectual property

All right, title and interest to Ensembles and additional software, the accompanying documentation and all modifications and extensions thereto rest and remain with The Mental Faculty B.V.. You only have the rights and permissions explicitly granted to you by this agreement or granted in writing otherwise. You may not use, copy, distribute or publish the software in any other manner.

The software includes third-party open source software. The respective third-party rights holders grant you the rights indicated in the applicable open source licenses. These licenses can be found in the documentation.

Some versions of Ensembles have an open source software. Nothing in this agreement is intended to contradict the rights granted under its open source license.

Guarantees and liability

The Mental Faculty B.V. guarantees that Ensembles and the additional software substantially operate as described in the documentation; that Ensembles and the additional software contain no viruses, backdoors or malicious routines; that Ensembles and the additional software violate no third-party rights (such as copyrights), excluding any violations arising out of a particular use of the software; but nothing else.

Except in cases of intentional misconduct or gross negligence or the violation of a warranty granted above The Mental Faculty B.V. is not liable towards you, regardless of ground, for any damages in connection with Ensembles.

No liability exists in case damages were not reported timely after discovery to The Mental Faculty B.V.. In addition no liability exists if the cause of damage is beyond the control of The Mental Faculty B.V..

Term of the agreement

This agreement enters into force upon payment of the support fee for the agreed-upon duration, or one year if no explicit duration is agreed upon.

This agreement terminates automatically and immediately in case you enter into bankruptcy, apply for a suspension of payments, your assets are seized, or in case your company enter into liquidation, legal dissolution or winding-up.

After termination of the agreement (regardless of reason) you may continue to use the provided source code, binary software and documentation under the terms of this agreement. If you do not agree to the terms, you must cease all use of the additional software and documentation, and remove all copies (including backup copies) thereof from all computer systems under your control.

Miscellaneous terms

Dutch law applies to this agreement.

Unless dictated otherwise by mandatory law, all disputes arising in connection with this agreement shall be brought before the competent Dutch court for the principal place of business of The Mental Faculty B.V..

A finding that any particular provision of this agreement is legally void shall not affect the validity of the entire agreement. In such a case the parties shall determine a replacement provision that is legally valid and approximates the intent of the offending provision as much as possible.

The Mental Faculty B.V. may assign its rights and obligations under this agreement to a third party that acquires the relevant business or the copyrights to Ensembles and the additional software from her.