

GENERAL TERMS AND CONDITIONS AS TO THE MAKING AVAILABLE OF COMPUTER SOFTWARE

I. GENERAL

1. The "General Terms and Conditions as to the Making Available of Computer Software", hereinafter referred to as the **General Conditions** describe the conditions under which the party, named as **Wageningen Environmental Research, institute within the legal entity Stichting Wageningen Research**, established in Wageningen, hereinafter called **WENR** of the one part, shall make available to the party, hereinafter called User, of the other part, computer software or parts thereof.
2. Until 6 September 2016 Stichting Wageningen Research was called Stichting DLO and the institute WENR was called until that date ALTERRA.
2. The whole and any part of the computer software made available under these General Conditions shall remain the property of **WENR**.
3. User declares that it shall not pursue any profit when using the computer software covered by these General Conditions.
4. In these General terms and Conditions the material to be made available by WENR shall be referred to as "WENR Software".

II. THE MAKING AVAILABLE OF COMPUTER SOFTWARE

4. In principle, no development costs will be charged for WENR Software made available by WENR to User.
5. The WENR Software shall, in principle, be made available by WENR to User without WENR providing for any personal support.
6. WENR shall be permitted to lay down specific conditions on the use of computer software made available by WENR. These specific conditions may include:
 - financial conditions;
 - conditions relating to the period of time during which software shall be made available.Any such specific condition will be added to the Agreement and shall be an integral part thereof.
7. If WENR Software is made available by WENR to User for use by the latter on the basis of an agreement on the exchange of WENR Software entered into with User, such making available shall, in principle, be effected, subject to the condition that User shall be permitted to use any such software as long as and in so far as WENR shall have the disposal of the exchanged software.
8. User hereby agrees it shall not be allowed to make available the WENR Software

covered by these General Conditions to any third party in any form and for any purpose whatsoever, save to the extent that it has been given prior permission so to do by WENR in writing.

9. In the event of the exceptional provision as described in *Article 8* above becoming applicable, the General Conditions shall automatically apply to the software concerned as well as to any other software derived therefrom and to all users of any such software or derived software, respectively.

III RESPONSIBILITY

10. WENR shall bear no responsibility for the correctness or the obtaining of correct results under any circumstances with the computer software made available by WENR.
11. WENR shall not be liable, now or at any future time, for any consequences related to the drawing of conclusions from or the giving of interpretations to any result based on partial, intermediate or final results achieved by User or any third party with the computer software made available by WENR.
12. If WENR or User should apply any result obtained by the other party with the computer software covered by these General Conditions, they shall indemnify the party from which they have received said results against all liability in connection with any damage that might possibly arise from any such application.

IV. IMPROVING AND/OR CHANGING COMPUTER SOFTWARE

13. User shall give notice of any deficiency, inaccuracy and error found by User in the computer Software (WENR software) made available by WENR; User shall do so within 7 (seven) days from its having discovered any such deficiency, inaccuracy or error.
14. If User deems it necessary that the said WENR software be changed, amended, further developed or provided with additions in any form whatsoever, it shall contact WENR on the realization of any such change, amendment, development of addition and it shall, within a period of 30 (thirty) days of its having contacted WENR, submit a proposal on the basis of which parties can discuss the adaptation of the WENR software to the needs and wishes of User and the conditions that will apply.
15. If the discussions as referred to in *Article 14* above should result in User becoming entitled to change, amend, improve, further develop, or make additions to, the WENR software at its own discretion, the software thus developed shall for either party be defined as so-called WENR-G software, G symbolizing a specific designation (to be defined) applicable to User.
16. If an WENR-G programme appears to be suitable for more general use, the programme text and programme description shall, where required, be adapted by one of the parties or in cooperation between the parties, but subject to the previous approval of WENR. To this end preparatory consultations shall be held so as to come to detailed written arrangements which shall be submitted to the WENR Management for approval.

V. RELEASE OF ADAPTED COMPUTER SOFTWARE

17. The name and description of computer software developed in a manner as described in the previous Section of WENR-G software, may not be such that they refer to User only, either explicitly or implicitly.
18. The programme description shall make mention of the WENR research onto which the development of the WENR-G software concerned was based.
19. At the request of WENR, WENR-G software or parts thereof shall be made available to WENR for its own use.
20. The *Articles 8 and 9* shall apply to WENR-G software.

VI. PUBLICATION

21. WENR shall be at liberty to disclose and publish any results obtained with the aid of WENR software covered by these General Conditions, subject to Article 26.
22. In respect of WENR-G software WENR shall be unrestrictedly permitted to disclose or publish at any time methods applied and results obtained, provided, however, that mention shall be made of User's share in the development of any such software.
23. When publishing, or reporting on, its results obtained with the WENR or WENR-G software respectively, user shall always make reference to WENR in such manner as shall be customary in scientific literature.

VII. EXCHANGE OF EXPERIENCE

24. User shall, at the request of WENR, inform WENR in writing of its use of and experience with the computer software made available by WENR, such information shall be subject to Article 26.
25. User shall inform WENR in writing of any software developed or being developed by User insofar as such software shall be connected with the WENR software covered by these General Conditions.

VIII. SECRECY

26. User shall be bound to secrecy and shall instruct their employees to observe secrecy in respect of any information from and concerning the WENR which have come to their knowledge or to the knowledge of their employees as a result of work carried out on computer systems using the software covered by these General Conditions.
This secrecy obligation shall also apply to any information from and concerning other users of all computer systems used to carry out the work referred to above. The obligations under this Article shall remain in force after termination of the cooperation laid down by these General Conditions.

IX. SECURITY

27. The security procedures of WENR shall apply to computer programmes and files to be protected and to classified information to be kept for later use.

X. APPLICABLE LAW

28. These General Conditions and Agreement shall be governed by the law of the Netherlands.
29. Irrespective of the provisions of *Article 28* any dispute arising out of the application of the General Conditions shall be first submitted to the senior management of the Parties. Should the parties fail to reach an amicable solution the dispute shall first be submitted to mediation. If mediation will not solve the dispute, the dispute may be submitted to the competent court in Arnhem, The Netherlands.

XI. FINAL PROVISIONS

30. WENR shall be at liberty to enter into any agreement with any such party as WENR shall deem fit in respect to the WENR and WENR-G software covered by these General Conditions and described in *Article 15* above and shall, in so far as WENR-G software is concerned, be under no obligation towards User but the mere notification of this fact.
31. Save as explicitly otherwise provided, the provisions as set forth by Section VII "Exchange of Experience" shall apply for a period of maximum 3 (three) years after the making available to User of the computer software concerned.
32. Changes in and additions to these General Conditions shall only have effect if they are laid down in writing in the Agreement. They shall then be an integral part of these General Conditions.