

Hok

**STATISTICS NETHERLANDS**

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## **CORPORATE SOFTWARE LICENSE AGREEMENT**

Statistics Netherlands grants to **CR-Czech Statistical Office, hereinafter referred to as CZSO**, the non-exclusive and non-transferable right to use the software suite produced by Statistics Netherlands. The suite currently consists of the following software: **the Blaise basic System and Blaise Component Pack (BCP)**.

### **USAGE**

The usage of the software should not exceed **49** user equivalents. The usage can be computed with the following rule:

usage = the number of concurrent developers + 0.25 times the number of concurrent application users

Applications are defined as execution of any script using one of the provided tools. Typically the data entry program executing a questionnaire, Manipula, Maniplus or Bascula executing a set-up. Any other usage is considered development.

### **GRANT**

During the period of the contract **CZSO** is entitled to:

- Free updates of the software
- Telephone, fax and electronic support
- Help formally to specify new extra modules for Blaise
- Discuss and influence next generation of Blaise
- Methodological partnership for new modules
- Updates of the current manuals in electronic form.
- Membership of the board of advisors.

### **BOARD OF ADVISORS**

The board of advisors is formed by representatives of all corporate license holders. The board will be consulted in case of important decisions. The board has the right to advise the developers' team any time. In co-operation with the board of advisors Statistics Netherlands will arrange regular meetings of the board.

## LICENSE FEE

The license fee is € 29.115,- for the period mentioned under *DATES*.

## PAYMENT

**CZSO** agrees to pay Statistics Netherlands the license fee within thirty days of the date of reception of the invoice from Statistics Netherlands. The license fee will be paid **once**.

## DATES

The license is valid from **January 1, 2014** through **December 31, 2014**. The license shall automatically be renewed for another year, unless **CZSO** or Statistics Netherlands provide written notice of non-renewal at least 30 days before the expiration date of the license. The right to use the software expires if the license is not renewed. Upon termination or non-renewal of this agreement, there shall be no refund of any payments.

The Corporate software license agreement concluded between Statistics Netherlands and the Czech Statistical Office on 3 January 2013, ref. no. CL/21808/01012013 with licence period from 1 January 2013 to 31 December 2013 is considered to be terminated as at 31 December 2013

## DELIVERY

All material will be shipped to **CZSO** either electronically or through normal mail. If requested, materials can be sent through other ways, for instance through fast mail service, such at the cost of **CZSO**.

## WARRANTIES

The media on which the software is furnished, and the accompanying documentation, are warranted to be free of defects in workmanship and material under normal use for a period of sixty (60) days from the day of shipment by Statistics Netherlands. The sole responsibility of Statistics Netherlands and **CZSO**'s exclusive remedy under this warranty will be to receive a replacement of the media or documentation, or a full refund if Statistics Netherlands is unable to deliver media free from defects in workmanship and materials.

**CZSO** and **CZSO** alone is responsible for determining which software meets its particular needs, for installing the software, and for the results obtained. This software is distributed and licensed "as is" without warranty as to its performance. Except for the media warranty provided above, there are no warranties expressed or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose, and all such warranties are expressly disclaimed. In no event shall Statistics Netherlands be responsible for any direct or consequential damages or lost profits, even if Statistics Netherlands had been advised of the possibility of such damage.

## **GENERAL PROVISIONS**

**CZSO** agrees that this agreement and the software may not be assigned or sub-licensed without the written consent of Statistics Netherlands. **CZSO** agrees that the software may not be transferred, except as specified herein, without the written consent of Statistics Netherlands.

All intellectual property and copyright in or relating to the software are and shall remain the property of Statistics Netherlands.

## **LIABILITY**

This agreement is subject to Dutch law. Any disputes arising from the agreement will be taken to a Dutch court of law.

## **USER NUMBER**

User number : **21808**

**SIGNATURES**

In witness where of, the parties here to have executed this agreement.

**CR-Czech Statistical Office (CZSO)**

Authorised signature : .....  
Name and title : Ing. Leoš NERGL, Chief Director of the Financial and Administration Section  
Address : Na padesátém 81  
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Czech Republic  
Date : 31. 1. 2014

**STATISTICS NETHERLANDS**

Authorised signature : .....  
Name and title : Dr. A.H. Kroese, Senior Director Process Development,  
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Date : 7-2-14

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