

## Order form 'SPBA GIS Maps and Database'

Date

P.O. number   
(if applicable)

**TNO** innovation  
for life

TNO Geological Survey  
of the Netherlands  
Princetonlaan 6  
P.O. Box 80015  
3508 TA Utrecht  
The Netherlands

### How to order

Complete this form, undersign, scan it and return it as pdf file to Hans Doornenbal  
by email: [hans.doornenbal@tno.nl](mailto:hans.doornenbal@tno.nl) or by fax: +31 88 866 46 05

### Buyer

Name

Position

Company

Invoice address

Zipcode

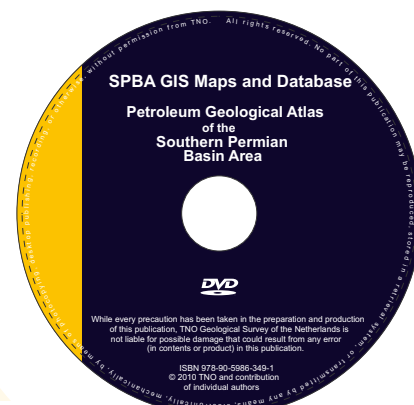
Country

Telephone

Fax

Email:

VAT number



VAT number  
NL002875718B01

### Wants to order

SPBA GIS MAPS AND DATABASE SOFTWARE VERSION 2010-1.0 and as  
further described in the product description "SPBA GIS Maps and Database"  
attached to this Order Form

☐ First-site license. Fee € 10,000 excl. VAT

☐ Second-site license. Fee € 10,000 excl. VAT

☐ Multi-site license. Fee € 25,000 excl. VAT

☐ Multi-site academic license.  
Fee € 1,000 excl. VAT

Email  
[hans.doornenbal@tno.nl](mailto:hans.doornenbal@tno.nl)

Direct dialing  
+31 88 866 46 19 or  
+31 6 12 74 96 86

By countersigning this form, USER hereby acknowledges having received the TNO License Conditions - SPBA GIS Maps and Database  
and confirms its acceptance thereof.

Signature buyer

Date

## TNO LICENSE CONDITIONS – SPBA GIS MAPS AND DATABASE

### DEFINITIONS:

In these conditions and in the “Order form ‘ SPBA GIS Maps and Database” (the “Order Form”):

|                       |                                                                                                                                                                                                                                                                    |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “TNO” shall mean:     | Nederlandse Organisatie voor toegepast-natuurwetenschappelijk onderzoek TNO (Netherlands Organisation for Applied Scientific Research TNO), having its registered office and principal place of business in The Hague, The Netherlands.                            |
| “SOFTWARE” shall mean | the computer programs including map data and databases in the version specified in the Order Form and as far as ordered via the Order Form, including - if applicable - the database(s) and any records or data elements contained therein, and protection key(s). |
| “USER” shall mean     | the client of TNO mentioned in the Order Form.                                                                                                                                                                                                                     |
| “SITE” shall mean     | a specified geographic location residing in a single building or contiguous set of buildings sharing the same physical address and under common management.                                                                                                        |

### Article 1

Subject to the terms herein set forth, TNO hereby grants to the USER a non-exclusive, non-transferable license to install and use SOFTWARE on one or more computers for use by USER personnel under the license type specified in the Order Form (First-Site License; Second-Site License; Multi-Site License or Multi-Site academic license) for internal research or academic purposes only (the “Purpose”). Such license shall not be assigned or sublicensed by the USER. USER hereby acknowledges and agrees that SOFTWARE constitutes proprietary and trade secrets and/or copyrighted material of TNO. The protection key, if part of SOFTWARE, represents the ownership of the license and will only be replaced by TNO if proven defective. In case of loss or theft of the key, replacement is the sole responsibility of USER. No rights or licenses are granted to USER, except as explicitly set out in this Article 1. USER may not use the SOFTWARE and/or any parts thereof and/or any intellectual property rights embodied therein for any purposes other than the Purpose explicitly stated in this Article 1. Any other use requires the prior written consent of TNO, which may be subject to further conditions.

### Article 2

In consideration for the rights granted hereunder, USER shall pay a non-refundable license fee as determined in the Order Form for each package of SOFTWARE ordered by USER for the license type specified in the Order Form. Payment of the license fee does not transfer the rights, title or interest in SOFTWARE to the USER. All payments due to TNO hereunder shall be paid on a net base by USER, making reference to “**SPBA GIS MAPS AND DATABASE**” (Version 2010-1.0) within thirty (30) days from the invoice date, unless otherwise stated in the Order Form. USER shall pay statutory interest as well as any and all costs of collection if USER exceeds any term of payment hereunder.

### Article 3

USER is not allowed (and shall not allow others) to copy in whole or in part, modify, reverse compile or reverse assemble all or any part of SOFTWARE, or rent, lease, distribute, sell or create derivative works of SOFTWARE or any parts thereof. Unless otherwise explicitly stated in the Order Form, USER shall not publish SOFTWARE or parts thereof or disclose, provide, deliver or otherwise make available SOFTWARE in any form (including transfer in bulk of individual records of SOFTWARE or databases) to third parties, such including parties belonging to the same group of companies. USER acknowledges and agrees that TNO may from time to time remove one or more data elements from the database(s) and TNO shall have no obligation either to continue to supply any data element removed from said database(s) or to provide a substitute data element. Installation and implementation of SOFTWARE on the equipment of USER is the sole responsibility of the USER.

### Article 4

The material and information made available hereunder are for the use of client or USER in conducting its own development and production programs. TNO assumes no responsibilities whatsoever with respect to the use, or the results of the use of the SOFTWARE, the database(s) or parts thereof by USER. SOFTWARE is provided to the USER “as is”. Neither TNO nor its suppliers make any representation or warranty of any kind including but not limited to warranties of fitness for a particular purpose, completeness, satisfactory quality, accuracy, non-infringement or merchantability, nor are any such warranties to be implied with respect to the SOFTWARE or any parts thereof, any TNO materials or any services furnished or any information, data element, software, or algorithms

provided or any results thereof. TNO shall not have any obligation to furnish data feeds, updates, assistance, information or documentation with respect to the SOFTWARE, except as provided for herein.

#### **Article 5**

TNO is not liable in any way whatsoever for damage sustained by the USER by the use of SOFTWARE or any parts or results thereof. Moreover, TNO will in no event be liable for damages sustained by third parties, arising out of the use of SOFTWARE by the USER and the USER indemnifies and holds TNO harmless against all claims and liabilities resulting from the use of SOFTWARE by the USER.

#### **Article 6**

In case the USER neglects or fails to perform or observe any of these conditions, the USER is liable for all damage emanating from such act. In that case the right to use SOFTWARE expires immediately while all the obligations of USER remain in full force.

#### **Article 7**

TNO is willing to offer USER helpdesk support for a limited period to such level of assistance as TNO may deem reasonable to effectively use SOFTWARE. Such support will be provided via e-mail and/or TNO web-services on a time and material basis to be specified in a separate agreement, at TNO's then current standard rates.

#### **Article 8**

USER shall not make any use of the name of TNO or of any other trademarks of TNO in connection with the use of the SOFTWARE by USER in any advertising, promotional or sales literature without the prior written consent of TNO. TNO shall not unduly restrict or prevent the use of the name of TNO by USER whenever or wherever required by applicable law or regulation, either domestically or internationally.

#### **Article 9**

The competent court in The Hague, The Netherlands, shall determine all disputes arising from or in connection with the present conditions, or from any further agreements relating thereto. Dutch Law is applicable.