

Cyclos 4 PRO social license agreement

Version 2, 10-02-2016

Important Notice

READ CAREFULLY: This Software License Agreement ("Agreement") for the Cyclos 4 PRO software, including software and associated documentation is the Agreement which governs use of the Cyclos 4 PRO software of the Social TRade Organisation. By downloading, installing, copying, or otherwise using the Cyclos 4 PRO SOFTWARE, You (as defined below) agree to be bound by the terms of this Agreement.

1. Definitions

1.1 LICENSEE

"You", or "Your" shall mean the entity or individual that signs this license agreement in order to be allowed to install and use the SOFTWARE. Licensees in this agreement must fit within the following description:

- The licensee must be a non-profit organisation or company with a social mission (e.g. philanthropy projects and environmental innovations);
- The activities undertaken by the licensee reflects the social mission effectively;
- The licensee shall not pay salaries that can be considered as unreasonable high for a charitable organization in the local situation.
- The licensee does not have sufficient income to pay their fair share in the development costs of the software;

1.2 LICENSOR

The Social TRade Organisation (STRO) is the organisation that develops and holds all copyrights of the Cyclos software.

1.3 SOFTWARE

"SOFTWARE" means the deliverables (Cyclos 4 PRO) provided pursuant to this Agreement.

2. Grant of License

Provided that the LICENSEE complies with the terms of this Agreement, STRO hereby grants the LICENSEE the following limited, non-exclusive, non-transferable, non-sublicensable right to use the SOFTWARE, with the following rights and limitations:

2.1 Usage and Redistribution Rights

The LICENSEE may install and use multiple copies of the SOFTWARE on a shared server or concurrently on different servers, and make multiple back-up copies of the SOFTWARE.

The total number of active users of all installations cannot exceed the number of 20 000 users.

The overall amount of turnover, defined as the sum of all transactions with a user account as origin, is not allowed to exceed Euro 200 000.

This license only applies to use of the SOFTWARE in the country specified in your approved licence request.

2.2 Support

This agreement does not give the LICENSEE any claim on technical support even in case of bugs or any other cases. Support however can be purchased, for more information please visit the support section on www.cyclos.org.

2.3 Feedback

Notwithstanding any Non-Disclosure Agreement executed by and between the parties, the parties agree that the LICENSEE or STRO are invited to provide Feedback to the other party on how to design, implement, or improve the SOFTWARE.

3. Limitations

3.1 Ownership of Software and Intellectual Property Rights

The SOFTWARE is copyrighted and protected by STRO. You may not remove any copyright notices from the SOFTWARE. STRO grants no express or implied right under any STRO patents, copyrights, trademarks, or other intellectual property rights.

3.2 No Reverse Engineering

The LICENSEE may not reverse engineer, decompile, or disassemble the SOFTWARE, nor attempt in any other manner to obtain the source code.

3.3 Confidentiality

This Agreement is confidential between STRO and the LICENSEE and can not be published or provided to third parties without the explicit approval of STRO.

If applicable, any exchange of Confidential Information (as defined in the NDA) shall be made pursuant to the terms and conditions of a separately signed Non-Disclosure Agreement ("NDA") by and between STRO and You.

4. Warranties and Liability

To the maximum extent permitted by applicable law, the SOFTWARE is provided "as is" and STRO and its suppliers disclaim all warranties, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

To the maximum extent permitted by applicable law, in no event shall STRO or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the SOFTWARE, even if STRO has been advised of the possibility of such damages.

5. License fees

Because STRO wants to support the LICENSEE, the license fee for the LICENSEE shall be waived for the period mentioned on top of the contract starting at the date the license is granted for the maximum number of users and the maximum turnover as is being mentioned in Article 2.1.

6. Term and Termination

The licence is valid for a period of 5 years after the social licence has been activated by STRO.

This Agreement will automatically terminate if, according to STRO, the LICENSEE fails to comply with any of the terms and conditions hereof. In such event, the LICENSEE must destroy all copies of the SOFTWARE and all of its component parts.

7. Miscellaneous

The LICENSEE is responsible for activating the software by uploading an activation key, also when the license is renewed the LICENSEE has to activate the SOFTWARE again.

The LICENSEE will report to STRO each year about its activities by sending STRO their official annual reports or any other relevant documentation. STRO has the right to check all facts needed to evaluate the Social License requirements at all time.

To encourage involvement in the Cyclos community STRO has the right to publish the name of each organisation that has been granted a social license online.

Since the social license gives the LICENSEE the free use of our SOFTWARE, the LICENSEE agrees on the following reciprocity: when the LICENSEE creates extension scripts, custom actions or extends the SOFTWARE through the API or in any other way, the LICENSEE will be obliged to share the source code with STRO. STRO is allowed to use, adapt and redistribute the code.

This agreement serves under Dutch law. If any provision of this Agreement is inconsistent with, or cannot be fully enforced under the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This Agreement is the final, complete and exclusive agreement between the parties relating to the license, and supersedes all prior or contemporaneous understandings and agreements relating to the license, whether oral or written.

It can only be modified in writing signed by the authorized officer of STRO.

The use of the social licence is only possible when agreeing to the above contractual details.