Information Retrieval Programs
Projectmanagement, advies en ontwikkeling
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Introduction License and Terms of Use.

Firstly, we want to thank you for using one of our web services. IRP finds that a strong and open relationship with our clients is of great importance. We always strive to be approachable, to listen to our customers and to solve any problems as quickly and efficiently as possible, with minimal issues.

Below is a set of agreements that apply to any licensee(s) of our services. The purpose is to outline a fair agreement between IRP (supplier of license(s) / service(s)) and the licensee(s) which protects the interests of both parties.

Agreements are always carefully formulated, because we must take in to account that there can be unforeseen and exceptional situations. With that in mind we guarantee an uptime of services of 99%, although we feel that this can be improved upon. Currently almost all our services have an uptime over 99.9%, and in the last 5 years we had an uptime of 99.98%, for important services on behalf of the Dutch national Public Broadcaster NOS and the Ministry of Defense. This means the applications were offline for less than two hours a year. We are unfortunately unable to guarantee these rates as there are too many (unexpected and external) variables that can affect them.

The following agreement has been drawn up for all our services, it may be that certain clauses are not relevant to each individual service. The following agreement can also be regarded as an overall service level agreement.

General provisions

1. The licensee receives, unless otherwise agreed, an unlimited user right to the online service for the period in which the license fee is paid. It is defined here that all officers of the management organization, all stakeholders as well as involved external partners can get a role-based login. A participating functional organization administrator will grant access to the (available) roles and rights. Regarding some services, the license fee varies depending on the used components (modules).

2. The effective date of the contract is variable. Unless otherwise agreed, the license covers a period of one year, with tacit renewal, and can be canceled up to 6 months before the end of the annual contract. Timely notification is appreciated.

3. Our services are to be used in accordance with the instructions provided in the user manual and the offered interfaces. Abuse, such as attempts to crack the security through injections or other actions to corrupt the system / database, may result in the exclusion of our services. In all cases, "fair use" is to be assumed. Licensee(s) actively assist(s) by ensuring that their users or clients are given no unauthorized access, no illegal actions are performed and no files with malicious content are stored.

4. Use of our services do not grant ownership rights to any functionality or other features of the system. This agreement persists even if IRP makes specific adjustments or applications on request (and is paid for these developments).

5. Concerning the content of all tables containing data; Imported content (data) is the responsibility of the licensee(s), IRP will only ensure the protection of the data. IRP assumes that all data provided is created /owned / licensed by the licensee(s) and accepts no responsibility in any way regarding ownership claims or copyright violations of this data. IRP can supply the licensee(s) their data on request, provided they can prove that the data was supplied by them originally. This can be done in real-time or on a periodic basis. Additional costs may be charged

in relation to this.

6. IRP accepts no responsibility for the content imported, exported or otherwise delivered and recorded in the application. The licensee of the service is responsible for data given to, requested by or stored with IRP, in all respects, provided the data is owned by the Licensee(s). Each service is provided "blank" i.e. no data comes with the service, unless test data is requested or deemed necessary. IRP is partially responsible for the manual (as users can edit the online manual) and other resources which illustrate the operation of the system. Obviously, IRP is fully responsible for security (see section on security).

7. IRP is prepared, within reasonable limits, to provide links (APIs) to other systems, without extra fees.

8. IRP can provide advice on the use of the service and offer additional training. If we do so, there can be additional costs.

Exception situations.

1. In the event of the bankruptcy of IRP, the licensee (or the legal representative of the licensee) will be provided with the source code and any necessary additional information, unless the licensee is either partly or fully the cause of the bankruptcy of IRP. The licensee gets those rights (adaptation of the code and it's use) solely for the legal entity that has paid the license fee(s). The source code can therefore not fall under the bankruptcy. A distribution right is not provided.
2. The sale of IRP, or a component (service), the license rights, appointments and established and/or stated intentions, are transferred, unchanged, to the legal successor.

System operation and data management.

1. IRP ensures fast and correct operation of the web application as well as regular backups. The standard procedure is that each day a backup is created for the first week and following this a backup will be created once a week for at least 10 weeks. After this period, we have a few older backups. The client also can determine where the application is hosted and where backups are made and stored.

2. A synchronized environment can be offered for numerous web applications. This means that two identical systems are being operated simultaneously. This offers the opportunity to continue working in real-time on a 2nd instance of the application, in case of failure or fault. This functionality is only available for users of the backend (not for all users). It is also possible that a certain number of minor features or functionality may not be available in the 2nd instance, due to technical constraints. IRP can at any point in the future decide to exchange these systems. By synchronizing applications at different locations, risk of failure due to network issues / power outages is reduced to a minimum.

3. This agreement like any, is susceptible to force majeure. In general, things that are unforeseeable or unavoidable and / or are beyond the control of IRP, cannot lead to any claim by the licensee.

4. IRP follows the procedures regarding its own hosting as described in the ISO 27001, but is not certified (we are not a provider: we only host and manage applications developed by us). If organizations want the hosting to take place at a certified provider, this can be arranged.

5. Before the licensee enters or imports data into one of our services, the system can be thoroughly tested by the licensee. These tests are seen by IRP as acceptance tests; they are

executed by the user and, if it is deemed desirable or useful, are supervised by IRP.

6. If an organization demonstrates during the intake or migration that there are defects which may compromise the future of the project, IRP will rectify this immediately. If a solution is not found within a reasonable period, IRP will help the organization to undo the intake / migration.
IRP will try in every case to reach an acceptable solution through discussed mutual agreement, should problems arise already.

7. Errors in an application are solved by IRP with the highest urgency. Basically, as fast as technically possible. Reports can be submitted by email, but if the matter is urgent, by SMS or by calling one of the designated contact personnel directly. Contact details are provided separately. However, the service is, generally speaking, offered "as is".

8. IRP guarantees an uptime of 99% and makes every effort to approach 100% availability. All the applications are continuously monitored for correct operation (transactional monitoring) and possible external attacks.

9. For the deployment of new versions of the application, it usually does not require that the system be offline. Sometimes, however, security updates require that the application be restarted (<5 minutes). If that is the case, before beginning the (night) work, it is ensured that there are no users online at that moment.

Liability

1. Any liability or damages caused as a direct result of the actions of IRP or a representative will be covered to a value of up to the annual license fee.

2. If an organization gives IRP notice of default, IRP will be allowed the opportunity to repair this defect within a reasonable period. The principle is that IRP will immediately rectify errors (functionality that it previously provided correctly or should provide), if technically feasible within 24 hours.
In addition - and especially if it is not a defect, but additional or new functionality- we assume in all cases the observance the reasonable limits. For example, the necessary investment for solving the "defect" should be in relation to the license amount. And the defect must be attributed to our application.

3. The complaint / error must also relate to the normal and faultless operation of the current system and not to a new desired functionality(s).

4. Before putting new releases with new functionality online, they are (mostly) placed on a test environment. Licensees are given the opportunity to comment on the changes.

5. IRP will try in every case to reach an acceptable solution through mutual consideration.

Security.

1. Virtually all our applications are developed with Java, we use the Spring Framework as well as Spring Security to ensure the security of the application. This technology is globally used, for example by major financial institutions.

2. Role-based security ensures that users of the system can only access the data they have the permissions to access. Security is often stricter, as the powers in the application increase. For each role it may also be decided to include additional security (e.g. a code on your phone, such as TOTP, an IP-check, etc.).

3. Robots and hackers are excluded for example by limiting the number of login attempts and the ability to quickly improve security as needed. Our servers are NOT accessable in a "typical

way".

4. Our servers are updated at every major release of software used (Ubuntu, Tomcat, etc.). Especially when security issues have been resolved. Multiple mailing lists where security issues are reported and discussed are continuously monitored by our software engineers.

5. The security of our systems is also regularly audited by external experts. Those who wish to have an external audit will receive full cooperation from IRP (if conditions apply).

Privacy / GDPR

1. Our applications are well protected. In test environments we will only be operating with completely anonymized data.

2. Any user will have access to the data that directly relates to him/her.

3. Licensees will determine and define what information is supplied and stored, IRP assumes no liability. The data is the property of and owned by the licensee and is the responsibility of the licensee. The licensee therefore has the responsibility to comply with the evolving privacy legislation, such as the retention period of data. IRP will provide support in enforcing this.

4. Licensees are asked to only request necessary personal data and always maintain 'proportionality' in order (purpose of the service in relation to privacy).

5. In the event of a suspected data breach, IRP will immediately notify the licensee of the occurrence.

6. A processor agreement accompanies the license agreement in almost all cases discussed. Our sample agreement can be used (and we advise to do so)

Remaining appointments.

1. If an organization needs to establish more detailed agreements regarding one of the above-mentioned, or other, points, they can do so through a separate document.

2. Financial agreements and deadlines are defined in a separate document.

3. These conditions are governed and regulated by Dutch law, should any conflict arise in the future regarding any of the defined agreements.

4. Licensee is aware that despite strict security measures, IRP cannot issue an absolute guarantee ensuring the privacy and integrity of data transmitted and stored via the internet.

Jo Lahaye, Management IRP April 2018.

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Our services (for more information IRP.nl)

- OGDB.nl = management of real estate
- Bimkeeper=3D viewer and management of real estate
- VVE-Dashboard.nl = management tool for HOA administrators
- StudentsComeAndGO.nl (SCAGO) = enrollment and planning of exchange students.
- Roostertool.nl = very comprehensive and advanced tool for automated creation of schedules and rosters.

- LifeLongTesting.nl = digital test and exam engine
- Parking Management = simple application for reserving parking spaces
- Applicants: comprehensive application that supports the entire application process (ATS, Applicant Tracking System).
- Others. Most other (web) applications of IRP usually consist of customized solutions.